CITY COUNCIL MEETING & PUBLIC HEARING
AUGUST 19, 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. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Alpharetta Gymnastics Association

5. BOARDS & COMMISSIONS

A. Natural Resources Commission Appointment by Council Member DeRito

6. CONSENT AGENDA

A. Alcoholic Beverage License Applications
Consideration of approval of the following alcoholic beverage license application:

1. PH-24-AB-14 Jejumouse114 Hospitality, LLC d/b/a Monkey 68
160 North Main Street, Alpharetta, GA 30009

Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Jejumouse114 Hospitality, LLC
Registered Agent: Yen Po Liu

B. City Council Meeting Minutes (Meeting of 7/15/2024)
Consideration of approval of the City Council meeting minutes from the meeting of July 15, 2024.

C. Quitclaim Deeds: Old Milton Parkway Parcels 5, 7, 8, and 9
Consideration of approval of a Quitclaim Deed between the City of Alpharetta, Georgia and the Georgia Department of Transportation for parcels 5, 7, 8, and 9 of project number 0017187 for Old Milton Parkway.

D. Financial Management Report (Month Ending June 30, 2024)
Consideration of approval of the Financial Management Report for the month ending June 30, 2024.

7. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. V-24-20 Midwick Property Owner's Association Fence Variance
Consideration of a variance to reduce a fence setback and increase fence height along the Alpha Loop. A variance is requested to Unified Development Code (UDC) Subsection 2.3.6(F) to reduce the setback for a fence and to increase the height of the fence along a multi-use trail (Alpha Loop). The property is located at 361 Banbury Crossing and is legally described as being located in Land Lots 748 & 749, 1st District, 2nd Section, Fulton County, Georgia.

C. PH-24-15 The Gathering
Consideration of a request for changes to conditions of zoning related to a mixed-use development under construction on 24.75 acres in the North Point Overlay. Changes to zoning conditions are

requested to the site plan to reconfigure the commercial building layout, remove a parking deck fronting Haynes Bridge Road, allow additional site access from Morrison Parkway, change the height of townhomes from 3 to 4 stories, change the minimum height of commercial buildings from 24' to 18', and to clarify that sculpture requirements relate to commercial certificates of occupancy.The property is located at 0 Haynes Bridge Road and is legally described as being located in Land Lots 745 & 746, 1st District, 2nd Section, Fulton County, Georgia.

D. Text Amendments: The Code of the City of Alpharetta - Alcohol Ordinance
FIRST READING
Consideration of adoption of an ordinance to amend Chapter 4 of the Code of the City of Alpharetta, Georgia to amend provisions regarding fees and administrative costs associated with an alcoholic beverage license, to amend procedures regarding review and approval of license applications and notice requirements; to provide for effective dates; to repeal ordinances in conflict herewith; and for other purposes.

E. Text Amendments: The Code of the City of Alpharetta - Legal Organ
FIRST READING
Consideration of adoption of an ordinance to amend Chapter 2 of the Code of the City of Alpharetta, Georgia to designate the Alpharetta Roswell Herald as the official legal organ for the City of Alpharetta; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

8. NEW BUSINESS

A. Invitation to Bid 24-022: North Point Parkway Pipe Assessment
Consideration of approval of the award of a contract for ITB 24-022 North Point Parkway Pipe Assessment to Southern Drainage Solutions, LLC for an amount not to exceed $76,445.00 and with authorization for the Mayor to execute all necessary documents.

B. Request for Proposals 24-121: Downtown Alpha Loop Connections Design
Consideration of approval of the award of a contract for RFP 24-121 to Keck & Wood, Inc. for the design of Alpha Loop connections at four locations within and near Downtown in an amount not to exceed $164,760.00 and with authorization for the Mayor to execute all necessary documents.

C. Purchase Approval: Encore Greenway Wetland and Stream Mitigation
Consideration of approval of the purchase of Wetland and Stream Mitigation Credits in association with the Encore Greenway Project in an amount not to exceed $355,630 from RES Aster, LLC and authorize the Mayor to execute all necessary documents.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT

A PROCLAMATION BY THE MAYOR OF THE CITY OF ALPHARETTA, GEORGIA

"2023-2024 Alpharetta Gymnastics Academy"

WHEREAS: Under the leadership of Director and Head Coach Ashley Parks, the 2024 Alpharetta Gymnastic Academy competition season has been nothing short of successful. This year's team earned the following awards: Bronze placed 5th in the State out of 46 teams; Silver placed 13th in the State out of 52 teams; AAU gold placed 8th in the State; Level 4 placed 3rd in the State and Level 7 placed 14th in the State; and

WHEREAS: The following Alpharetta Gymnastics Academy team members were State Champions:

Ellie S.: *Bars, Beam and All-Around State Champion*
Lily U.: *Floor State Champion*
Cameron M.: *Floor State Champion*
Joaquina: *Beam State Champion*
Scarlet B.: Beam State Champion
Holland: *Beam State Champion*
Audrey H.: *Vault State Champion* and;
Aven V.: *Floor State Champion*
Kayla H.: *Bar State Champion*
Eleanor G.: *Floor State Champion*
Sara K.: *Floor State Champion*
Vida: *Vault State Champion*

WHEREAS: The following Alpharetta Gymnastics Academy team members were Regional Qualifiers:

Kayla H.	Natalee A.	Natali H.
Arzoo T.	Sara K.	Sarah M.
Madison L.	Audrey H.	Maisy M.
Lucy C.	Lyla A.	Madelyn R.
Kristen M.	Emery V and;	

WHEREAS: The following Alpharetta Gymnastics Academy team members were National Qualifiers:

Kristen M.	Natali H.	Sara K.
Natalee A.	Maisy M.	Audrey H.
Madelyn R.	Emery V.; and	

WHEREAS: The team was led by several dedicated coaches including Ashely Parks, Corena Spiron, Nina Ogudova, Tracy Jennings, Christine Mildenberger, Taj Saunders and McKenna Kandler.

NOW, THEREFORE: We, the Mayor and City Council of the City of Alpharetta, do recognize the 2023-2024 Alpharetta Gymnastics Academy for their outstanding achievements this season, and give thanks to Director Ashley Parks and to the parents and guardians who encourage, lead, and support our young gymnasts in Alpharetta.

SO PROCLAIMED: This 19th day of August 2024, by the Mayor of the City of Alpharetta, Georgia.

_____

Jim Gilvin
Mayor of the City of Alpharetta

_____

Lauren Shapiro
City Clerk for the City of Alpharetta

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 19, 2024

AGENDA ITEM:

Alcoholic Beverage License Applications
Consideration of approval of the following alcoholic beverage license application:

1. PH-24-AB-14 Jejumouse114 Hospitality, LLC d/b/a Monkey 68
160 North Main Street, Alpharetta, GA 30009

Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Jejumouse114 Hospitality, LLC
Registered Agent: Yen Po Liu

STAFF RECOMMENDATION:

Approve the following alcoholic beverage license application as part of the Consent Agenda:
1. PH-24-AB-14 Jejumouse114 Hospitality, LLC d/b/a Monkey 68, 160 North Main Street, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Application was heard and considered during a virtual Alcohol License Public Hearing on August 12, 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 8-12-2024

ALCOHOL LICENSE PUBLIC HEARING
AUGUST 12, 2024

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM
CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 878 3164 5636

II. CALL TO ORDER

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

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- Chang Moon, Owner Jejumouse114 Hospitality, LLC

IV. PUBLIC HEARING

A. PH-24-AB-14 Jejumouse114 Hospitality, LLC
d/b/a Monkey 68
160 North Main Street
Alpharetta, GA 30009

Change in Business Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Jejumouse114 Hospitality, LLC
Registered Agent: Yen Po Liu

- Mr. Chang Moon, owner of Jejumouse114 Hospitality, LLC d/b/a Monkey 68, and residing at 3929 Boston Common Street, Suwanee, GA 30024, was on the call.
- Mr. Moon stated he owns another restaurant located in midtown that serves alcohol. He is familiar with the City of Alpharetta's alcohol ordinance.
- Mr. Moon stated he took ownership of Monkey 68 in January 2024.
- Mr. Moon stated there are 9 employees at the location and all have their pouring permits.
- Ms. Shapiro recommended to Mr. Moon that if he will be onsite, he should have a pouring permit as well.
- 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, August 19, 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 2:08 p.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: 3-18-24

APPLICANT: Jesumouse III Hospitality LLC

TRADE NAME: Monkey 68

ADDRESS: 160 N. Main St 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. 429 feet to the Private Residence
(private) residence located at 640 Lewis Place Alpharetta, Ga 30009

2. 570 feet to the Bus Stop
(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at Anglin Walk and Tannery Cmn Alpharetta, Ga 30009

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

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

3. 569 feet to the Alpharetta Methodish Church
(church or other place used primarily for religious service) located at 69 N. Main St Alpharetta, Ga 30009

4. 2,220 feet to the Alpharetta City Library
(public library or branch thereof) located at 10 Park Plaza Alpharetta, Ga 30009

5. 1,029 feet to the Rivers Academy Private School
(school ground or college campus) located at 38 N. Main St Alpharetta, Ga 30009

6. 1,801 feet to the Town Green Fountain
(portion of public park habitually used for recreational purposes) located at 40 S. Main St Alpharetta Ga 30009

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

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

Gordon Persons
Signature of Georgia Registered Land Surveyor

GEORGIA PROFESSIONAL No. 1918 LAND SURVEYOR A. GORDON PERSONS

1918
Surveyor Number

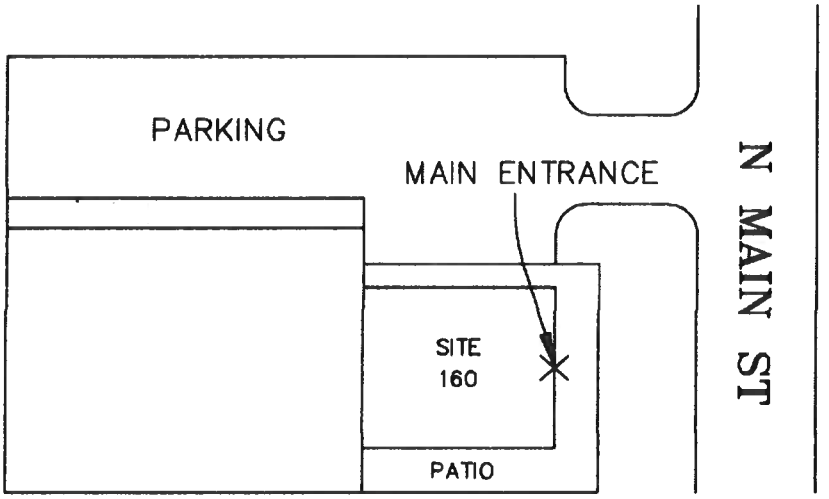
NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.

APPLICATION FOR: CITY OF ALPHARETTA

SITE ADDRESS:
160 N MAIN ST
ALPHARETTA, GA 30009
ZONING: C1
TAX PARCEL ID: 22 482212520914

60 30 0 30 60 120
GRAPHIC SCALE
1" = 60'

MAGNETIC
N



1. PRIVATE RESIDENCE: 429 FEET TO 640 LEWIS PL ALPHARETTA, GA 30009
2. SCHOOL BUS STOP: 570 FEET TO ANGLIN WALK AND TANNERY CMN ALPHARETTA, GA 30009
3. CHURCH: 569 FEET TO ALPHARETTA METHODIST CHURCH
   69 N MAIN ST ALPHARETTA, GA 30009
4. LIBRARY: 2,220 FEET TO ALPHARETTA CITY LIBRARY
   10 PARK PLAZA ALPHARETTA, GA 30009
5. SCHOOL: 1,029 FEET TO RIVERS ACADEMY PRIVATE SCHOOL
   38 N MAIN ST ALPHARETTA, GA 30009
6. PARK: 1,801 FEET TO TOWN GREEN FOUNTAIN
   40 S MAIN ST ALPHARETTA, GA 30009

ALL DISTANCES MEASURED IN A STRAIGHT LINE DISTANCE

GEORGIA REGISTERED No. 1918 3-18-24 LAND SURVEYOR A.GORDON PERSONS

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

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ADVANCE SURVEY INC.
LSF000455
ALL MATTERS OF TITLE EXCEPTED

ALCOHOLIC BEVERAGE SURVEY FOR:
MONKEY 68

LAND LOT:	482	SCALE:	1"=60'
DISTRICT:	2ND	DATE:	3/18/2024
SECTION:	2ND	DRAWN BY:	LAR
COUNTY:	FULTON	CHK BY: GSO	PC: GSO
STATE:	GEORGIA	JOB NO:	240072

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 19, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 7/15/2024)
Consideration of approval of the City Council meeting minutes from the meeting of July 15, 2024.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the July 15, 2024 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 15, 2024.

ALTERNATIVES:

Do not approve the City Council Meeting minutes as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 7.15.2024

City Council Meeting & Public Hearing
JULY 15, 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
     - Brian Will
     - Fergal M. Brady
     - Donald F. Mitchell
     - Douglas J. DeRito
   - Absent
     - John Hipes
   - Staff
     - Chris Lagerbloom, City Administrator
     - Molly Esswein, City Attorney
     - Lauren Shapiro, City Clerk
     - James Drinkard, Assistant City Administrator
     - Adam Montgomery, Director of Information Technology
     - Cris Randall, Director of Human Resources
     - John Robison, Director of Public Safety
     - Kathi Cook, Director of Community & Economic Development
     - Morgan Rodgers, Director of Recreation, Parks & Cultural Arts Services
     - Pete Sewczwicz, Director of Public Works

- Tom Harris, Director of Finance
- Bret Schroeder, Code Enforcement Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Wacky World Sponsor Recognition

- Mayor Gilvin recognized the McCabe Family and Lakeview Development for their contributions to the rebuild of Wacky World Playground.

5. RESOLUTION: UNION HILL PARK 2021 BOND REFERENDUM FUNDS

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

City Administrator, Chris Lagerbloom, shared that staff is seeking a deferral of this item in order to prepare examples of what could be constructed at this park.

❖ Mayor Pro Tem Merkel offered a motion to defer this item to July 29, 2024 City Council Meeting.

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (6-0).

6. WORK SESSION ITEMS

A. Proposed Text Amendments to the Code of the City of Alpharetta: Lift Assist Requests and Fees

Review and council discussion of an Ordinance of the Mayor and Council of the City of Alpharetta, Georgia to amend Chapter 0 of the Code of the City of Alpharetta, Georgia to add Article V – Lift Assistance; to add provisions related to non-medical and non-emergency requests for fire division personnel to physically move residents or patients of assisted living facilities or nursing homes; to provide for the determination of a lift assist; to provide for fees for lift assists; to provide for appeal procedures; to provide an effective date; and for other purposes.

- City Attorney, Molly Esswein, and Director of Public Safety, John Robison, came forward to present this item.

CITY COUNCIL DISCUSSION:

- Council Member Will asked what type of vehicle we send for lift assists and asked if it would make sense to purchase a vehicle for this purpose. He also suggested a medical facilities fee for these types of establishments.
- Council Member Mitchell shared that he approves of the fees, and especially the wear and tear on city vehicles.

- Council Member Brady asked if the city has reached out to the facility operators and it would be beneficial to pull together a group of operators to see if we can find a solution to this problem.
- Council Member DeRito would like to see statistics of which facilities are overutilizing this service, potential liability of lift assists, and asked about the possibility to expand the community paramedic program. He also shared that he is a little weary of assessing fees.
- Mayor Pro Tem Merkel shared that these lift calls are 24/7, and the best way forward may be to get feedback from industry professionals and to come back to look at some options with Council.
- Mayor Gilvin shared that while no one wants to impose fees, there is a challenge of staffing our public safety department the way it needs to be staffed with fees from all taxpayers or from those utilizing the services. He shared that he would like to see some additional options, and he was curious as to the costs of the lift assist program. Further, he would like to see what the costs would look like if we added additional staff to the community paramedic program.
- City Administrator, Chris Lagerbloom, noted that a working operators group would be a good path forward for working on a solution for this and shared that adding additional staff and equipment to solve this may not be the best solution.

B. Text Amendments: Short Term Rentals

City Council discussion of a future Ordinance to amend the Code of the City of Alpharetta, Georgia as it relates to Short Term Rentals.

- City Attorney, Molly Esswein, and Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- The Short Term Rental presentation is attached hereto as "Exhibit A."

CITY COUNCIL DISCUSSION:

- Council Member DeRito asked how the short term rental data for Alpharetta was compiled and asked if short term rentals would affect any rental caps described in the HOA's covenants.
    - Director Cook shared that the data was provided by a company called Granicus and would need to be verified by staff.
- Council Member Will asked about the number of homes in Alpharetta compared to the number of rentals in Alpharetta.
    - Director Cook shared 26,000 homes (versus 89 rentals).
- Council Member Brady shared that he would like the HOA to have the final say as the entity that has the most control.

- Council Member Mitchell shared that he was fine with moving forward with this version of the ordinance.
- Mayor Pro Tem Merkel shared that he is in support of this ordinance.
- Mayor Gilvin shared that there is a lot of pressure on the municipality to offer affordable housing and these short term rentals are not considered as residential, they are commercial. When these short term rentals are converted from a residence to a rental property, it removes the home from our housing stock.

7. CONSENT AGENDA

A. Special Called City Council Minutes (Meeting of 6/24/2024)

Consideration of approval of the Special Called City Council meeting minutes from the Work Session of June 24, 2024.

B. Alcoholic Beverage License Application

Consideration of approval of the following alcoholic beverage license applications:

1. **PH-24-AB-12 Merritt Hospitality, LLC d/b/a Home2 Suites Alpharetta**
   12075 Morris Road, Alpharetta, GA 30005
   Change in Business Ownership
   Hotel
   Consumption on Premises
   Beer, Wine & Sunday Sales
   Owner: Merritt Hospitality, LLC
   Registered Agent: Michael Sard

2. **PH-24-AB-13 Chow One North Point, LLC d/b/a Chow Won Korean Steakhouse**
   950 North Point Drive, Alpharetta, GA 30022
   Restaurant
   Consumption on Premises
   Distilled Spirits, Beer, Wine & Sunday Sales
   Owner: Chow One North Point, LLC
   Registered Agent: Xiu Qing Chen

C. Financial Management Report (Month Ending May 31, 2024)

Consideration of approval of the Financial Management Report for the month ending May 31, 2024.

D. Settlement Agreement: Jeffrey Gray v. City of Alpharetta Civil Action File Number 1:23-CV-00463-MLB

Consideration of approval to award a Settlement Agreement and Release of Claims between Jeffrey Gray and the City of Alpharetta, Arick Furr, and Harold Shoffeitt and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (6-0).

8. OLD BUSINESS

A. Request For Proposals 24-118: Pool and Fountain Maintenance Services

Consideration of approval to award a contract for Request For Proposal 24-118 to DC Pool Service, LLC for pool and fountain maintenance services with a contract term of five-years and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- This item was previously tabled during the June 24, 2024 City Council meeting.
- This contract request is for pool and fountain maintenance services, including providing all the necessary labor, chemical supplies, etc. for the service and maintenance of: Wills Park Pools, Splash Pad, Slide, and Fixed Features, four (4) City Center water features, including the Town Green Water Feature, Two Formal Garden Fountains, and the Lazy River in Brooke Street Park, Maddox Park Fountain, and Three (3) Pocket Park Small Fountains in North Main Street Park, Canton/Old Canton Park, and Roswell/Old Roswell Park.
- RFP 24-118 which was issued on March 21, 2024 and was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry, reaching 592 vendors. The response deadline was April 25, 2024, and proposals were received from three (3) firms.
- The highest-scoring vendor, DC Pool Service, LLC has been in business since 2006 providing swimming pool maintenance, repair, and renovation services to customers across metro Atlanta and surrounding areas. A significant portion of DC Pool Service's business is servicing aquatic facilities for municipalities, universities, and healthcare systems. DC Pool Service, LLC, is the City's existing service provider and has extensive knowledge of the workings of all aquatics features and fountains in the City of Alpharetta. DC Pool Service, LLC has been the selected vendor for the City fountains since the opening of the splash fountain on the Town Green in 2016 and has serviced the Wills Park Pool since the facility was upgraded in 2018. The company has consistently exceeded staff expectations in terms of responsiveness, competency, and flexibility (including emergency service visits).
- DC Pool Service, LLC, was the 2nd lowest cost submission at $126,762 based on the estimated usage quantities and can be further segmented as follows:
  - $65,400 - Base Services (e.g. maintenance visits) which are generally fixed, but additional visits can be requested as needs dictate.

- $6,500 - Extra Services (e.g. leaf/debris removal, pressure washing pool deck, etc.) which are variable based on need.
- $54,862 - Chemicals which are variable based on need.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to award a contract for Request For Proposal 24-118 to DC Pool Service, LLC for pool and fountain maintenance services with a contract term of five-years and with authorization for the Mayor to execute all necessary documents.

- Council member Will seconded the motion.
- The motion was approved unanimously (6-0).

B. Resolution: Union Hill Park 2021 Bond Referendum Funds

Consideration of adoption of a resolution regarding use of bond funds for Union Hill Park.

This item was deferred by Mayor and City Council at the beginning of the meeting.

9. NEW BUSINESS

A. Purchase Approval: Freightliner M2 106 Plus with a Shortstop 3.5 Truck Mounted Mixer

Consideration of approval of the purchase of a Freightliner M2 106 Plus with a Shortstop 3.5 Truck Mounted Mixer utilizing State Contract 9999-SPDSPD0000155-007 from Peach State Truck Center in the amount of $165,703.00 and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- As part of the Fiscal Year 2025 Capital Budget, the Public Works Department budgeted for the purchase of a new concrete truck, which would replace the department's 1997 F-800 Asphalt Truck. This asphalt truck is overdue to be replaced, as it is 27 years old, and repair parts are increasingly difficult to get.
- If approved, this vehicle would be a new addition to the city's fleet operations and would allow infrastructure crews to pour concrete for sidewalk and stormwater repairs. This will improve efficiency and reduce the time required to complete repairs, as Public Works crews would not have to rely on the delivery of concrete to job sites by private concrete providers. It has become very challenging to obtain concrete and schedule deliveries on a day and time that aligns with project schedules, and it is now common for deliveries to not be delivered on schedule.
- Public Works compared pricing and delivery time of other vendors and has confirmed that what the recommended vendor is providing under State contract is a lower cost than what can be obtained on the open market. Delivery time for the

vehicle under State contract is comparable to that of the open market, and delivery is expected by October 2025.

- If this purchase is approved, the 1997 F-800 Asphalt Truck will be surplused by the City's Finance Department.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member DeRito offered a motion to approve the purchase of a Freightliner M2 106 Plus with a Shortstop 3.5 Truck Mounted Mixer utilizing State Contract 9999-SPDSPD0000155-007 from Peach State Truck Center in the amount of $165,703.00 and with authorization for the Mayor to execute all necessary documents.

  - Council Member Brady seconded the motion.
  - The motion passed unanimously (6-0).

B. Invitation to Bid 24-10004: Cumming Street Pedestrian Bridge Design

Consideration of approval of an award of a contract for Invitation To Bid 24-1004 to Moffatt & Nichol for the performance of the Cumming Street Pedestrian Bridge Design Services project in an amount not to exceed $143,600.00 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The award of this project is for design services associated with the addition of one pedestrian bridge along Cumming Street at the Big Creek tributary.
- Currently, there is no pedestrian access across the creek along the south side of Cumming Street. Public Works staff is currently designing a sidewalk to fill in the existing sidewalk gaps between Cricket Lane and Clairmonte Avenue. With the construction of this sidewalk, a bridge needs to be added that can accommodate bicycle as well as pedestrian traffic.
- This bridge will be substantially similar in style to the recent bridges constructed as part of the Big Creek Greenway extension from Marconi Drive to Union Hill Park. It will provide a concrete trail surface and metal handrails atop a steel-truss frame. The new bridge will provide a minimum of 8' clear width.
- A scoring document was prepared by the Public Works Department and Request for Qualifications (RFQ) No. 24-1004 was issued on February 29, 2024. The response deadline for the advertised RFQ was March 28, 2024, and a total of five submissions were received by that deadline.
- The top three scoring firms were short-listed and invited to bid on the design of the pedestrian bridge. The Invitation to Bid No. 24-1004 (the "ITB") was issued on April 25, 2024, and responding bids were received on May 23, 2024. The following table shows the list of top three firms and their proposed costs.

- Moffatt & Nichol is an experienced design firm that has worked on several projects with similar elements in Georgia, including the Gateway Trail Pedestrian Bridge over SR 54 project for Peachtree City, the South Lumpkin Multi-Use Trail in Columbus, GA, and the Demorest Pedestrian Bridge over SR 385 on the campus of Piedmont College in Habersham County. They also designed the Windward Parkway Pedestrian Bridges at Big Creek and the nearby tributary.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member DeRito offered a motion to award a contract for Invitation to Bid 24-1004 to Moffatt & Nicol for the performance of the Cumming Street Pedestrian Bridge Design Services project in an amount not to exceed $143,600.00 and authorize the Mayor to execute all necessary documents.

- Council Member Brady seconded the motion.
- The motion passed unanimously (6-0).

C. Request for Proposal 24-119: On Call Electrical Services

Consideration of approval of an award of a contract for Request for Proposal 24-119 to Meer Electric, Inc. for a 5-year service contract to provide electrical services on an on-call basis for the Recreation, Parks and Cultural Service Department's special events and authorize the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Since last contracting for On-Call Electric for Special Events, the city's electrical needs for special events have increased due to the expanded footprint of Taste of Alpharetta, increase in stages at Wire & Wood, and larger production of performances and decorations at the Alpharetta Tree Lighting. With these growing needs, it is imperative to have an electrical services contractor on-call to provide the flexibility needed for the Community Services Division to quickly and efficiently address unforeseen electrical needs during events that may occur during the year.
- The scope-of-work includes providing all labor, services, logistical planning, safety measures, supervision, equipment, tools, materials, and incidentals required to meet the on-call electrical service needs of the City's special events and holiday decorations.
- In an effort to lock-in service pricing and give staff a formalized point-of-contact for on-call electrical services, an RFP was prepared by a Committee including representatives from the Recreation Department as well as Finance. RFP 24-119 was issued April 4, 2024, with proposals received May 2, 2024. The City received a total of two (2) responses which were submitted to the Evaluation Committee for

review and ranking. The Evaluation Committee met on May 23, 2024, to tabulate the overall scores.

- The recommended firm, Meer Electric, is the most recent electrical services provider for special events. Staff has found them to be knowledgeable, responsive, and focused on delivering excellent service, and have a strong institutional knowledge of the City's special events requirements and logistics. From a cost perspective, Meer Electric has proposed higher hourly rates per classification (Master, Journeyman, and Apprentice labor rates) than Face N Sons, LLC. The most important factor that differentiates the two vendors is Meer Electric's proven festival and outdoor event experience that Face N Sons, LLC did not substantiate. Additionally, Face N Sons, LLC demonstrated a lack of attention to detail by addressing a different city in its proposal in multiple sections.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to award a contract for Request for Proposal 24-119 to Meer Electric, Inc. for a 5-year service contract to provide electrical services on an on-call basis for the Recreation, Parks and Cultural Service Department's special events and authorize the Mayor to execute all necessary documents.

  - Council Member DeRito seconded the motion.
  - The motion passed unanimously (6-0).

D. Purchase Approval for Item A: Cybersecurity Subscription Renewal with Layer 3 Communications

Consideration of approval of a purchase order to Layer 3 Communications in the amount of $98,523.24, as discussed in the Executive Session at the June 24th Council Meeting.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- As discussed in the Executive Session at the June 24th Council meeting, this renewal is funded in the Fiscal Year 2025 budget. Three quotes were obtained, with Layer 3 Communications providing the lowest and recommended quote. The anticipated increase of $23,578.83 over Fiscal Year 2024 is due to the purchase of additional functionality prorated for the 2024 mid-year.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion to approve a purchase order to Layer 3 Communications in the amount $98,523.24, as discussed in Executive Session at the June 24th Council meeting.

  - Council Member Will seconded the motion.

- The motion passed unanimously (6-0).

E. Purchase Approval for Item B: Cybersecurity Subscription Renewal with SHI International Inc.

Consideration of approval of a purchase order to SHI International Inc. in the amount of $62,509.29, as discussed in Executive Session at the June 24th Council meeting.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- As discussed in the Executive Session at the June 24th Council meeting, this renewal is funded in the Fiscal Year 2025 budget. Three quotes were obtained, with SHI International Inc. providing the lowest and recommended quote. Therefore, SHI International Inc. is recommended for purchase approval. This renewal adds 150 licenses, which explains the $11,287.07 increase over the Fiscal Year 2024 renewal.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion to approve a purchase order to SHI International Inc. in the amount of $62,509.29, as discussed in Executive Session at the June 24th Council meeting.

- Council Member Will seconded the motion.
- The motion passed unanimously (6-0).

F. Purchase Approval for Item C: Cybersecurity Subscription Renewal with CDWG

Consideration of approval of a purchase order to CDWG in the amount of $51,264.00, as discussed in Executive Session at the June 24th Council meeting.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- As discussed in the Executive Session at the June 24th Council meeting, this renewal is funded in the Fiscal Year 2025 budget. Three quotes were obtained, with CDWG providing the lowest and recommended quote. This renewal is $1,699 lower than the Fiscal Year 2024 renewal.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion to approve a purchase order to CDWG in the amount of $51,264.00, as discussed in Executive Session at the June 24th Council meeting.

- Council Member Will seconded the motion.
- The motion passed unanimously (6-0).

G. Purchase Approval for Item D: Cybersecurity Subscription Renewal with SHI International Inc.

Consideration of approval of a purchase approval to SHI International Inc. in the amount of $320,000.00, as discussed in Executive Session at the June 24th Council meeting.

- Director of Information Technology, Adam Montgomery, came forward to speak on this item.
- As discussed in the Executive Session at the June 24th Council meeting, this renewal is funded in the Fiscal Year 2025 budget. This renewal is being purchased on a Georgia state contract and is the same amount as the Fiscal Year 2024 renewal.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion to approve a purchase approval to SHI International Inc. in the amount of $320,000.00, as discussed in Executive Session at the June 24th Council meeting.

- Council Member Brady seconded the motion.
- The motion passed unanimously (6-0).

10. PUBLIC COMMENT

- Martin Zurinskas (8070 Willow Tree Way, Alpharetta, GA 30005) came forward to thank the Mayor and City Council for deferring the Parks Bond Resolution item.

11. REPORTS

- There were no reports.

12. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

13. ADJOURNMENT

❖ Council Member DeRito offered a motion to adjourn the meeting.

- Council Member Will seconded the motion.
- The motion was approved unanimously (6-0).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:07 p.m.

Respectfully submitted,

Lauren Shapiro

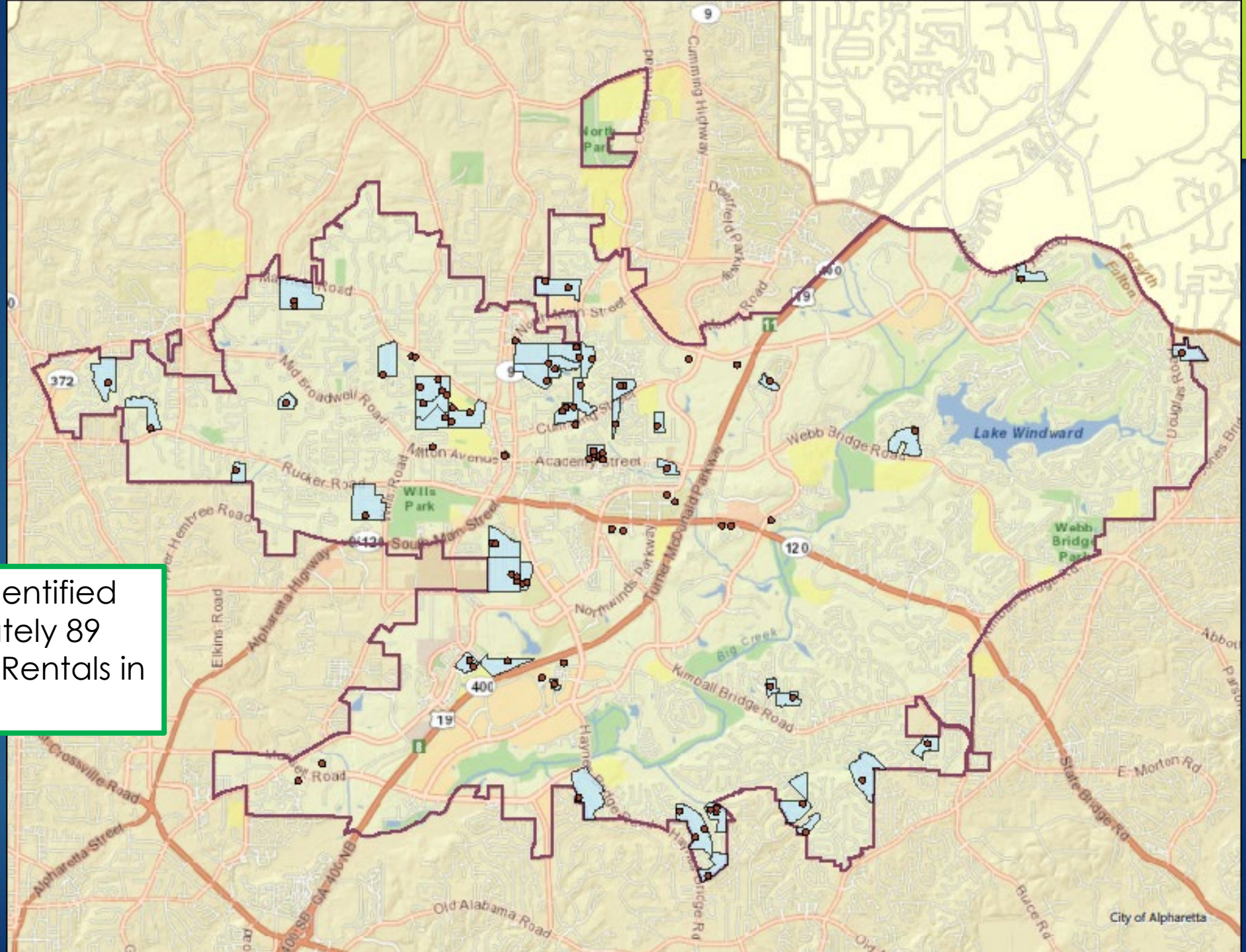
Lauren Shapiro, City Clerk

EXHIBIT A

Short-Term Rentals

ALPHARETTA CITY COUNCIL

JULY 15, 2024



Staff has identified approximately 89 Short-term Rentals in the City

Prior Proposal

- Council previously considered designating Short-term Rentals as a **conditional** use in the AG district, and prohibited in all other districts.
- In addition to the Conditional Use Review Criteria set forth in Section 2.2a of the Unified Development Code, the proposal contemplated additional criterial for the City Council to consider including:
  (1) Overnight occupancy;
  (2) Daytime occupancy;
  (3) The number of bedrooms;
  (4) The capacity of the paved or impervious surface parking lot;
  (5) Lot size;
  (6) Distance from the structure to be used as a Short-term Rental from all neighboring property lines; and
  (7) Sewer capacity and/or size and condition of the on-site septic system, as applicable.
- The original zoning proposal was paired with a permitting ordinance, which would impose operation regulations on Short-term rentals.

Stakeholder Meeting

- The City hosted a meeting with stakeholders, who provided input regarding their concerns with the proposed regulations.
- Feedback was provided both by Short-term Rental owners/operators, as well as City residents affected by Short-term Rentals.
- Feedback regarding operational regulations significantly aligned with the proposed ordinance.
- Owners/operators voiced concern with limiting the number of Short-term Rentals to be operated by an individual, as well as the narrowed zonings where Short-term Rentals could be operated.
- Residents expressed frustration regarding the possible change to the character of neighborhoods. They want to retain a sense of community where they know their neighbors.

Proposed Regulations

- Revise the UDC to authorize short-term rentals in residential districts, but with a 5% rental cap in platted subdivisions
- Revise the Code of Ordinances to require a license for short-term rentals with operational requirements

Proposed Revisions to the UDC

- Add a definition for "Short-term Rental"
- Identify Short-term Rental as a permitted use in all residential districts
- Provide for a cap on the number of Short-term Rentals in platted subdivisions
  - One Short-term Rental per subdivision, or 5% of the total number of residential lots, whichever is greater

Proposed Revisions to the UDC

- Variances to the rental cap may be submitted for consideration by the City Council.

Short-Term Rental:

- An accommodation for transient guests, rented for the purpose of overnight lodging for a period of less than thirty (30) days. For the purposes of this definition, a Short-term Rental shall include all housing types but shall exclude Bed and Breakfast establishments and Boarding Houses as they are defined by this Code. Short-term Rentals shall not constitute a Home Occupation as defined by this Code.

Proposed Licensing Ordinance

- Requires a short-term rental license on an annual basis
- Establishes qualifications for the issuance of a license
- Subjects short-term rentals to various operational requirements
- Provides for the suspension or revocation of a license
- Provides for violations and penalties

Applications

- Required on an annual basis
- Information provided:
  - Property information
  - Owner information
  - Local contact person
  - Number of bedrooms
  - Occupancy calculations
  - Acknowledgment of all regulations
  - Verification of on-site septic or sewer service

Operational Requirements

- Occupancy must be memorialized by written agreement
- Overnight occupancy (11PM – 7AM) limited to 2 persons per bedroom plus 2 additional persons.
  - If serviced by sewer, 2 additional persons per residents
  - In no case shall overnight occupancy exceed 15 persons
  - Individuals under 2 years of age do not count toward maximum occupancy
- Daytime occupancy shall not exceed the overnight occupancy plus 4 additional guests.
- Vehicles are limited to 1 per bedroom, or the capacity of the parking lot, whichever is greater.

Operational Requirements

- All rentals must be to a "responsible person" as defined in the ordinance.
  - An occupant of a short-term rental who is at least twenty-one (21) years of age and who is legally responsible for ensuring that all occupants and/or guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term rental.
- Prior to permitting occupancy, the owner must:
  - provide information about short-term rental regulations to the responsible person
  - require written confirmation from the responsible person of their agreement to comply

Operational Requirements

- Notice to be posted in the Short-term rental:
  - Owner and local contact person information
  - Name and address of the nearest hospital
  - Maximum number of overnight occupants and daytime guests
  - Maximum number of vehicles and designated parking areas
  - Trash pickup information
  - Noise regulations
  - Copy of the short-term rental license

Operational Requirements

- Life Safety
  - Bedrooms must comply with safety codes in effect as of the date a CO was issued
  - Bedrooms, hallways, and common areas must have a smoke detector that meets IRC standards
  - Each floom must have a carbon monoxide detector and fire extinguisher
  - House number must be visible from the street

Other Requirements

- Occupation taxes
- Timely payment of all property taxes
- Apartments are not eligible
- Local Contact person:
  - Must be available to respond to the location 24/7 within 3 hours
  - May be a managing agency
  - Contact information must be kept current with City

Suspension or Revocation of a License

- Suspension, revocation, or forfeiture of an issued license is possible following notice and an opportunity for a hearing before City Council based on:
  - Violation of the short-term rental ordinance or noise regulations
  - The applicant provided fraudulent information in the application
  - The short-term rental does not meet the licensing requirements
  - The short-term rental was used as a rental during a period of suspension

Violations and Penalties

- 1st violation: fine up to $250 and a warning
- 2nd violation: fine up to $500 and a license suspension between 30 and 90 days
- 3rd violation: fine up to $1000, revocation of the license, and neither the owner nor local contact person can reapply for a license for 12 months.

- Each day a short-term rental is marketed or rented for overnight accommodation without the necessary short-term rental license constitutes a separate violation.

STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 19, 2024

AGENDA ITEM:

Quitclaim Deeds: Old Milton Parkway Parcels 5, 7, 8, and 9
Consideration of approval of a Quitclaim Deed between the City of Alpharetta, Georgia and the Georgia Department of Transportation for parcels 5, 7, 8, and 9 of project number 0017187 for Old Milton Parkway.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Quitclaim Deed between the City of Alpharetta, Georgia and the Georgia Department of Transportation for parcels 5, 7, 8, and 9 of project number 0017187 for Old Milton Parkway.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Parcels 5, 7, 8 and 9 are all City owned parcels in which Georgia Department of Transportaion Project Number 0017187 requires right of way or easements to complete the project. As per our agreement with GDOT, the city is responsible for purchasing all of the right of way for this project. Therefore, a quitclaim deed is required to acquiesce the land for the project.

ALTERNATIVES:

Do not approve the quitclaim deed, which may necessitate further legal action as it relates to this GDOT project.

ATTACHMENTS:

1. Quitclaim Deed ALPH to GDOT - Old Milton Parkway - Parcel 5
2. Quitclaim Deed ALPH to GDOT - Old Milton Parkway - Parcel 7
3. Quitclaim Deed ALPH to GDOT - Old Milton Parkway - Parcel 8
4. Quitclaim Deed ALPH to GDOT - Old Milton Parkway - Parcel 9

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 12 -3110-0910-046-7

THIS INDENTURE, made this _____ day of _____, 2024, between **CITY OF ALPHARETTA,** party of the first Part, and the **DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as the **DEPARTMENT.**

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT,** its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

"SEE ATTACHED DESCRIPTION"

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

Signed, Sealed and Delivered
this _____ day of _____,
20_____, in the presence of:

BY:_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

_____
Witness

ATTEST:_____
Lauren Shapiro, City Clerk

_____
Notary Public

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
City Attorney

LEGAL DESCRIPTION

PROJECT NO.:	SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.:	0017187
PARCEL NO.:	5
DATE OF R/W PLANS:	June 19, 2023
REVISION DATE:	May 3, 2024

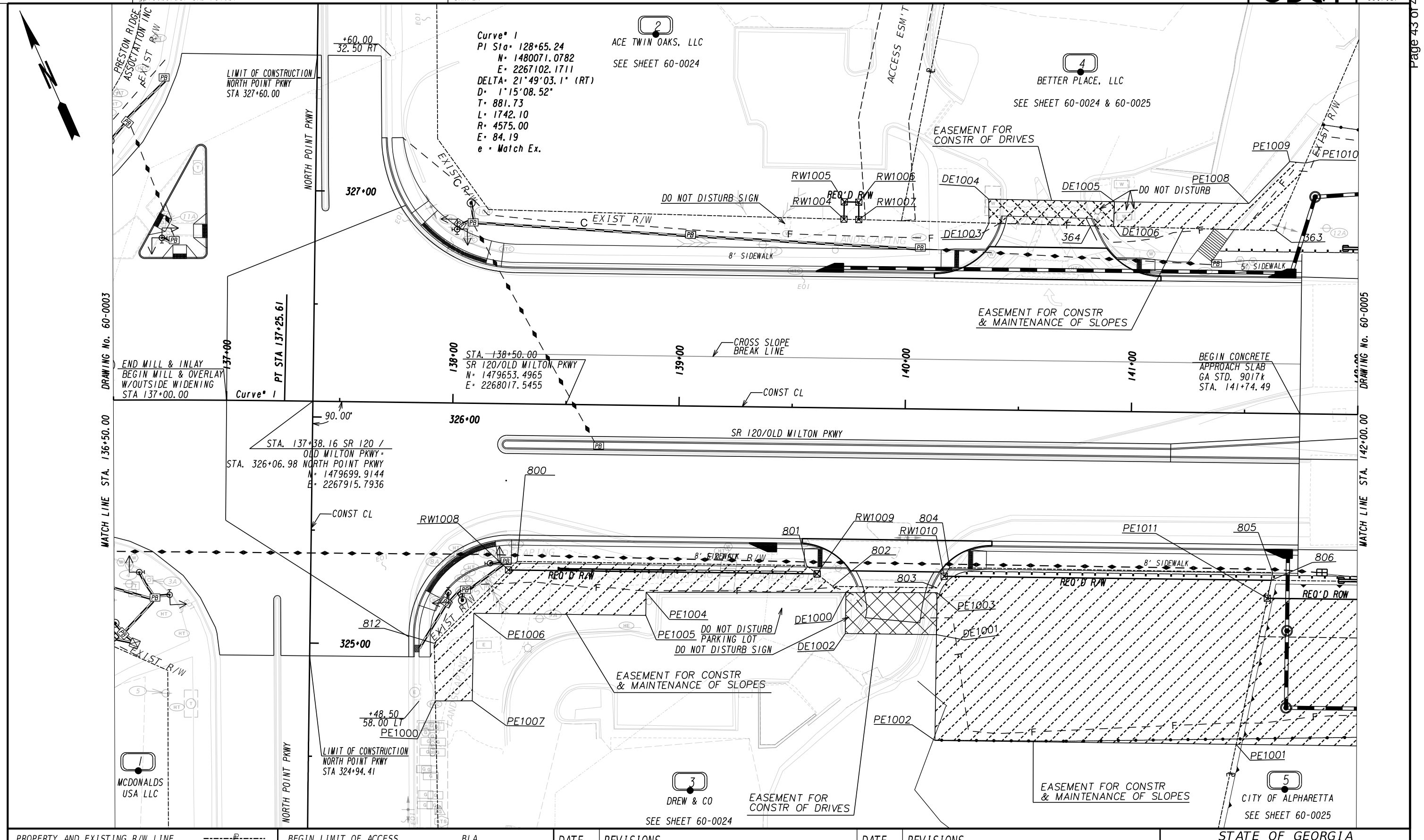
REQUIRED RIGHT OF WAY

(Parcel 5)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section, and Land Lots 2 and 3 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 73.740 feet right of Station 141+62.73; running thence S65.517°E a distance of 116.65 feet to a point 73.66 feet right of and opposite station 142+79.38 on said construction centerline laid out for OLD MILTON PKWY; thence S3.594°E a distance of 9.13 feet to a point 81.71 feet right of and opposite station 142+83.68 on said construction centerline laid out for OLD MILTON PKWY; thence N65.476°W a distance of 122.54 feet to a point 81.71 feet right of and opposite station 141+61.13 on said construction centerline laid out for OLD MILTON PKWY; thence N35.831°E a distance of 8.13 feet back to the point of beginning.

The above described parcel contains ± 0.022 acres (958.055 sq. ft.), more or less.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

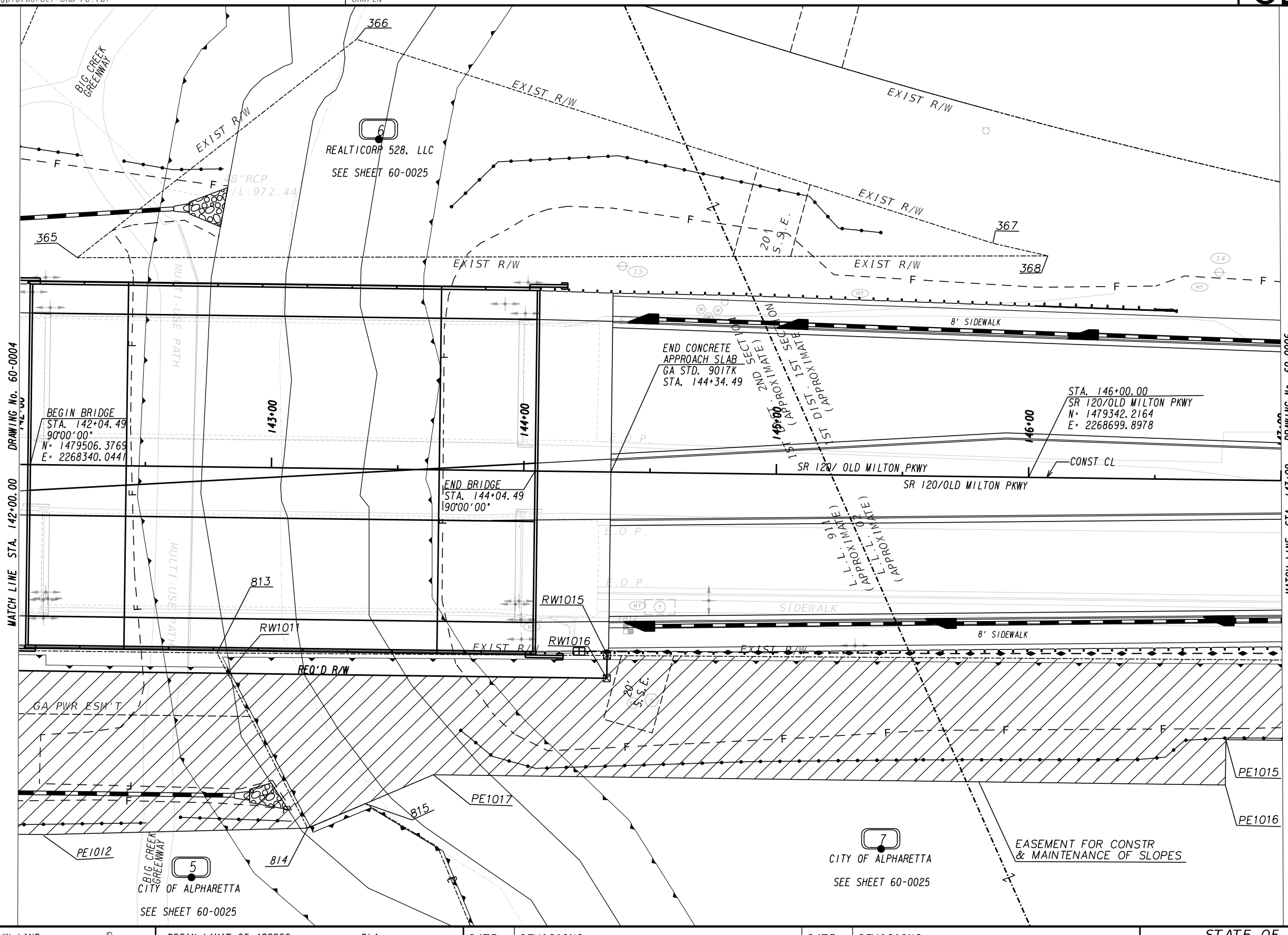
SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 2 AND 4		
5/2/24	ADDED "DO NOT DISTURB" LABEL ON PARCELS 2, 3, AND 4		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 911
LAND DISTRICT: 1ST. DISTRICT
GMD
DATE: 06/19/23 SH 4 OF 28

DRAWING No. 60-0004

GRWPLN-CE



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCEL 6		
5/3/24	UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 911
LAND DISTRICT: 1ST DISTRICT GMD
DATE 06/19/23 SH 5 OF 28
DRAWING No. 60-0005

GRWPLN-CE

4

BETTER PLACE, LLC

SEE SHEET 60-0004

****

PARCEL 4 - DE1007 - REQ'D DRWY, EASM'T.

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE1003	82.559	L	140+35.99	OLD MILTON PKWY
	10.631		N22.810°E	
DE1004	93.185	L	140+35.67	OLD MILTON PKWY
	55.658		S65.009°E	
DE1005	92.729	L	140+91.33	OLD MILTON PKWY
	10.946		S26.058°W	
DE1006	81.788	L	140+91.04	OLD MILTON PKWY
	10.063		N64.742°W	
364	81.917	L	140+80.97	OLD MILTON PKWY
	44.987		N64.660°W	
DE1003	82.559	L	140+35.99	OLD MILTON PKWY

5

CITY OF ALPHARETTA

SEE SHEET 60-0004 & 60-0005

****

PARCEL 5 - DE1008 - REQ'D R/W

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
806	73.740	R	141+62.73	OLD MILTON PKWY
	116.648		S65.517°E	
813	73.661	R	142+79.38	OLD MILTON PKWY
	9.130		S3.594°E	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	122.544		N65.476°W	
PE1011	81.708	R	141+61.13	OLD MILTON PKWY
	8.126		N35.831°E	
806	73.740	R	141+62.73	OLD MILTON PKWY

REQD R/W = 958.055 SF
REQD R/W = 0.022 ACRES
REMAINDER = +/- 3.336 ACRES

****

PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
PE1011	81.708	R	141+61.13	OLD MILTON PKWY
	122.544		S65.476°E	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	69.010		S3.594°E	
814	142.579	R	143+16.20	OLD MILTON PKWY
	104.457		N67.622°W	
PE1012	146.487	R	142+11.818	OLD MILTON PKWY
	63.636		N65.478°W	
PE1001	146.487	R	141+48.18	OLD MILTON PKWY
	66.061		N35.831°E	
PE1011	81.708	R	141+61.13	OLD MILTON PKWY

REQD EASMT = 9270.381 SF
REQD EASMT = 0.213 ACRES

6

REALTICORP 528, LLC

SEE SHEET 60-0005

****

PARCEL 6 - DE1010 - REQ'D R/W

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
365	82.186	L	142+21.96	OLD MILTON PKWY
	140.440		N75.766°E	
366	170.102	L	143+31.48	OLD MILTON PKWY
	264.770		S48.452°E	
367	92.577	L	145+84.64	OLD MILTON PKWY
	22.350		S53.283°E	
368	87.856	L	146+06.49	OLD MILTON PKWY
	384.571		N66.323°W	
365	82.186	L	142+21.96	OLD MILTON PKWY

REQD R/W = 16343.581 SF
REQD R/W = 0.375 ACRES
REMAINDER = +/- 0.000 ACRES

7

CITY OF ALPHARETTA

SEE SHEET 60-0005, 60-0006 & 60-0007

****

PARCEL 7 - DE1012 - REQ'D R/W

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
813	73.661	R	142+79.38	OLD MILTON PKWY
	154.546		S65.835°E	
RW1015	72.697	R	144+33.92	OLD MILTON PKWY
	9.011		S24.522°W	
RW1016	81.708	R	144+33.92	OLD MILTON PKWY
	150.241		N65.480°W	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	9.130		N3.594°W	
813	73.661	R	142+79.38	OLD MILTON PKWY

REQD R/W = 1301.185 SF
REQD R/W = 0.030 ACRES
REMAINDER = +/- 28.665 ACRES

7

CITY OF ALPHARETTA

SEE SHEET 60-0005, 60-0006 & 60-0007

****

PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	150.241		S65.480°E	
RW1016	81.708	R	144+33.92	OLD MILTON PKWY
	9.011		N24.522°E	
RW1015	72.697	R	14433.92	OLD MILTON PKWY
	359.988		S65.835°E	
146	70.453	R	147+93.90	OLD MILTON PKWY
	32.407		S25.401°W	
PE1014	102.856	R	147+93.40	OLD MILTON PKWY
	113.912		N65.478°W	
PE1015	102.856	R	146+79.49	OLD MILTON PKWY
	17.964		S24.522°W	
PE1016	120.820	R	146+79.49	OLD MILTON PKWY
	313.779		N65.478°W	
PE1017	120.820	R	143+65.71	OLD MILTON PKWY
	29.274		N89.203°W	
815	132.598	R	143+38.91	OLD MILTON PKWY
	24.809		N89.203°W	
814	142.579	R	143+16.20	OLD MILTON PKWY
	69.010		N3.594°W	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY

REQD EASMT = 21796.210 SF
REQD EASMT = 0.500 ACRES

****

PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
839	69.622	R	151+83.06	OLD MILTON PKWY
	27.430		S66.721°E	
840	69.043	R	152+10.48	OLD MILTON PKWY
	43.892		S65.622°E	
841	68.958	R	152+54.37	OLD MILTON PKWY
	9.039		S2.586°W	
842	77.344	R	152+57.74	OLD MILTON PKWY
	21.548		S31.815°W	
843	98.716	R	152+54.99	OLD MILTON PKWY
	71.968		N64.887°W	
PE1018	97.932	R	151+83.03	OLD MILTON PKWY
	28.310		N24.536°E	
839	69.622	R	151+83.06	OLD MILTON PKWY

REQD EASMT = 2139.087 SF
REQD EASMT = 0.049 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 4 AND 6		
5/3/24	REVISED ROW AND ESMNT DATA TABLES FOR PARCEL 6		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 25 OF 28

DRAWING No. 60-0025

GRWPLN-CE

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 11 -0020-0003-021-6

THIS INDENTURE, made this _____ day of _____, 2024, between **CITY OF ALPHARETTA,** party of the first Part, and the **DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as the **DEPARTMENT.**

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT,** its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

"SEE ATTACHED DESCRIPTION"

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

Signed, Sealed and Delivered
this _____ day of _____,
20_____, in the presence of:

BY:_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

_____
Witness

ATTEST:_____
Lauren Shapiro, City Clerk

_____
Notary Public

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
City Attorney

LEGAL DESCRIPTION

PROJECT NO.: SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.: 0017187
PARCEL NO.: 7
DATE OF R/W PLANS: June 19, 2023
REVISION DATE: May 3, 2024

REQUIRED RIGHT OF WAY

(Parcel 7)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section, and Land Lots 2, 3 and 4 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 73.661 feet right of Station 142+79.38; running thence S65.835°E a distance of 154.55 feet to a point 72.70 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence S24.522°W a distance of 9.01 feet to a point 81.71 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence N65.480°W a distance of 150.24 feet to a point 81.71 feet right of and opposite station 142+83.68 on said construction centerline laid out for OLD MILTON PKWY; thence N3.594°W a distance of 9.13 feet back to the point of beginning.

The above described parcel contains ± 0.030 acres (1,301.185 sq. ft.), more or less.

REQUIRED PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES

(Parcel 7)

This permanent easement grants the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Forsyth County may deem proper to support or accommodate the improve of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes, fills, or embankments.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section, and Land Lots 2, 3 and 4 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 81.713 feet right of Station 142+83.68; running thence S65.480°E a distance of 150.24 feet to a point 81.71 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence N24.522°E a distance of 9.01 feet to a point 72.70 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence S65.835°E a distance of 359.99 feet to a point 70.45 feet right of and opposite station 147+93.90 on said construction centerline laid out for OLD MILTON PKWY;

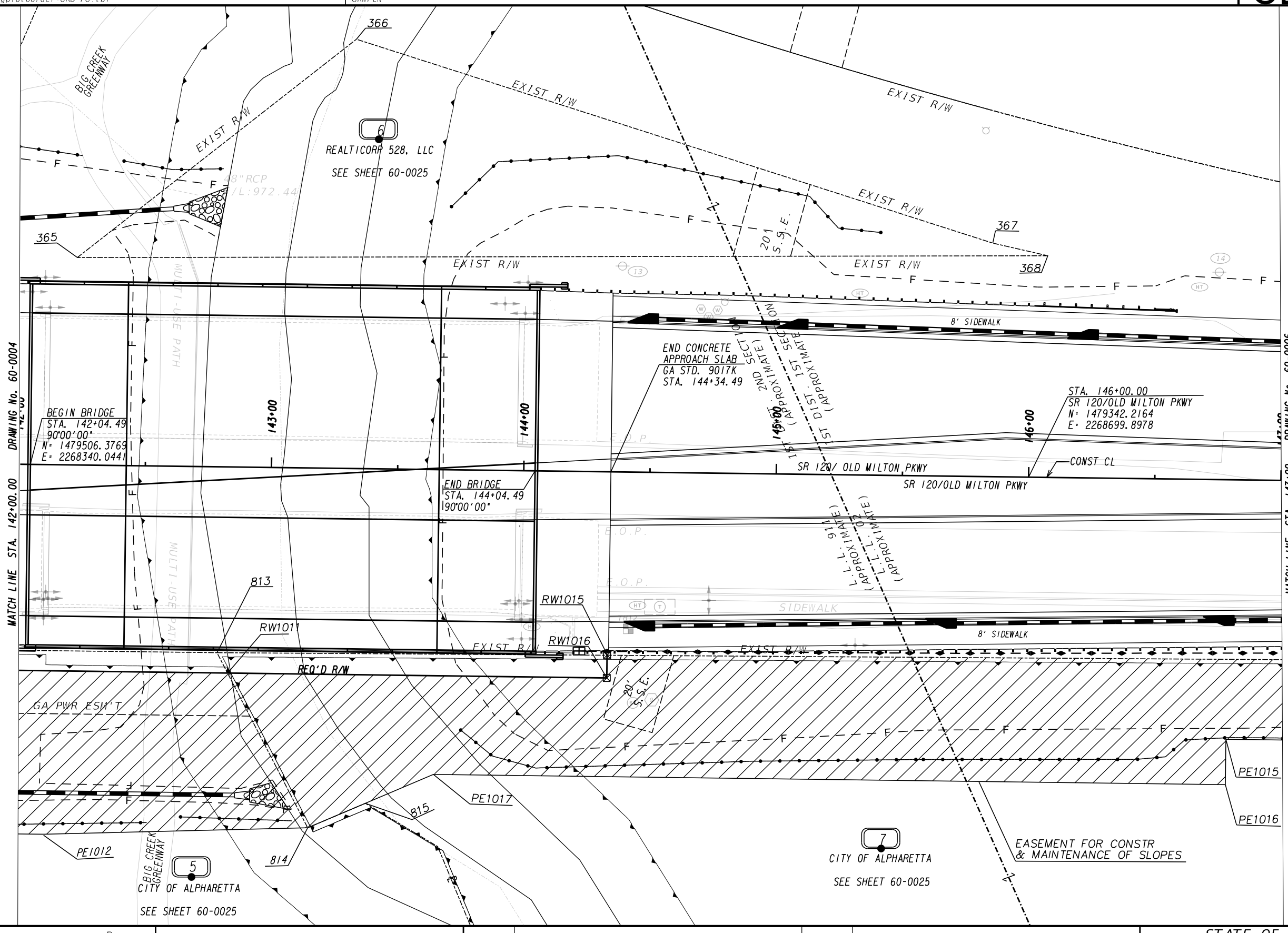
thence S25.401°W a distance of 32.41 feet to a point 102.86 feet right of and opposite station 147+93.40 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 113.91 feet to a point 102.86 feet right of and opposite station 146+79.49 on said construction centerline laid out for OLD MILTON PKWY; thence S24.522°W a distance of 17.96 feet to a point 120.82 feet right of and opposite station 146+79.49 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 313.78 feet to a point 120.82 feet right of and opposite station 143+65.71 on said construction centerline laid out for OLD MILTON PKWY; thence N89.203°W a distance of 29.27 feet to a point 132.60 feet right of and opposite station 143+38.91 on said construction centerline laid out for OLD MILTON PKWY; thence N89.203°W a distance of 24.81 feet to a point 142.58 feet right of and opposite station 143+16.20 on said construction centerline laid out for OLD MILTON PKWY; thence N3.594°W a distance of 69.01 feet back to the point of beginning.

The above-described parcel contains ± 0.500 acres (21,796.210 sq. ft.), more or less.

– AND –

Beginning at a point 69.622 feet right of Station 151+83.06; running thence S66.721°E a distance of 27.43 feet to a point 69.04 feet right of and opposite station 152+10.48 on said construction centerline laid out for OLD MILTON PKWY; thence S65.622°E a distance of 43.89 feet to a point 68.96 feet right of and opposite station 152+54.37 on said construction centerline laid out for OLD MILTON PKWY; thence S2.586°W a distance of 9.04 feet to a point 77.34 feet right of and opposite station 152+57.74 on said construction centerline laid out for OLD MILTON PKWY; thence S31.815°W a distance of 21.55 feet to a point 98.72 feet right of and opposite station 152+55.00 on said construction centerline laid out for OLD MILTON PKWY; thence N64.887°W a distance of 71.97 feet to a point 97.93 feet right of and opposite station 151+83.03 on said construction centerline laid out for OLD MILTON PKWY; thence N24.536°E a distance of 28.31 feet back to the point of beginning.

The above-described parcel contains ± 0.049 acres (2,139.087 sq. ft.), more or less.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

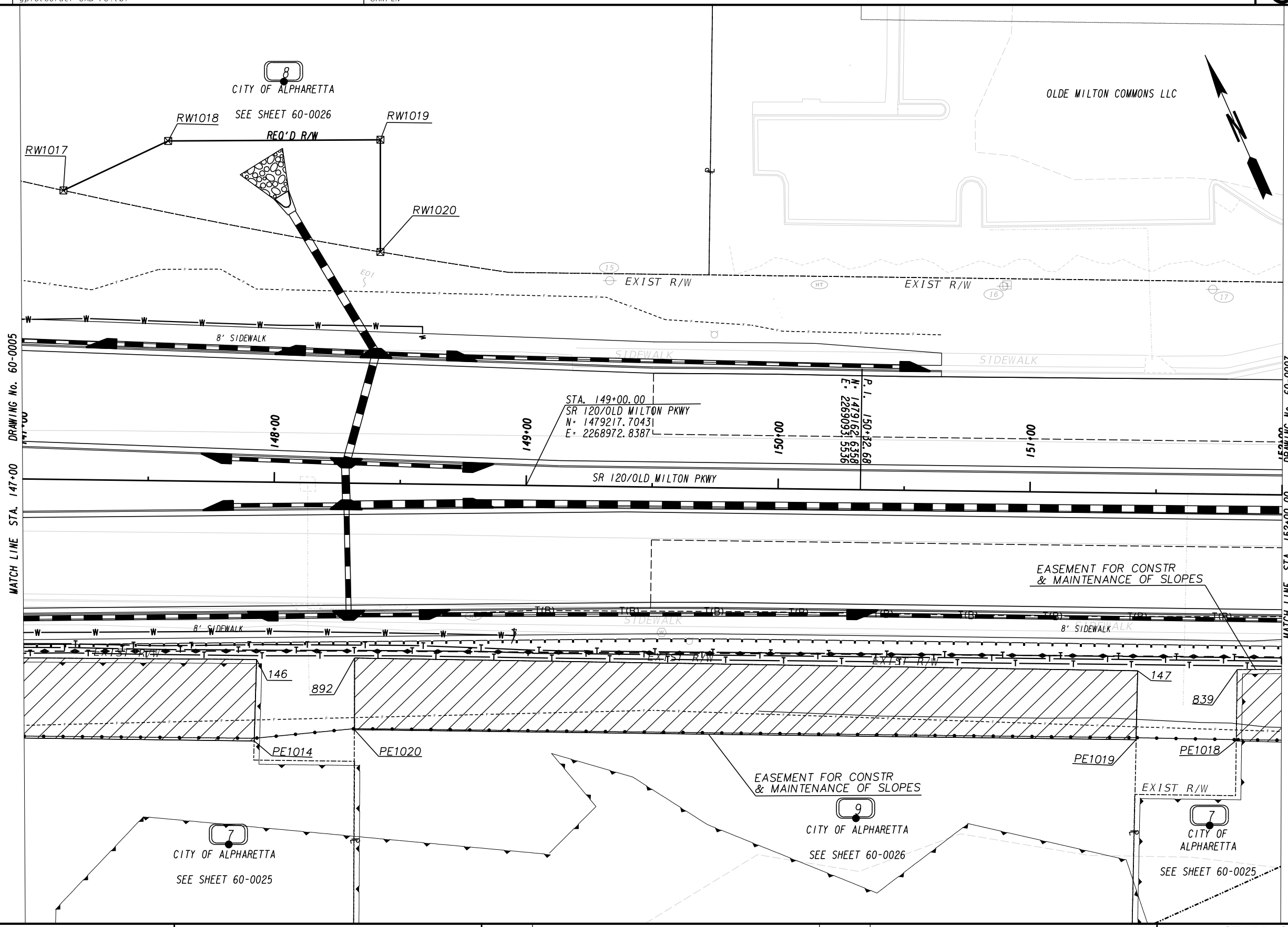
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCEL 6		
5/3/24	UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 911
LAND DISTRICT: 1ST DISTRICT GMD
DATE 06/19/23 SH 5 OF 28
DRAWING No. 60-0005

GRWPLN-CE



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

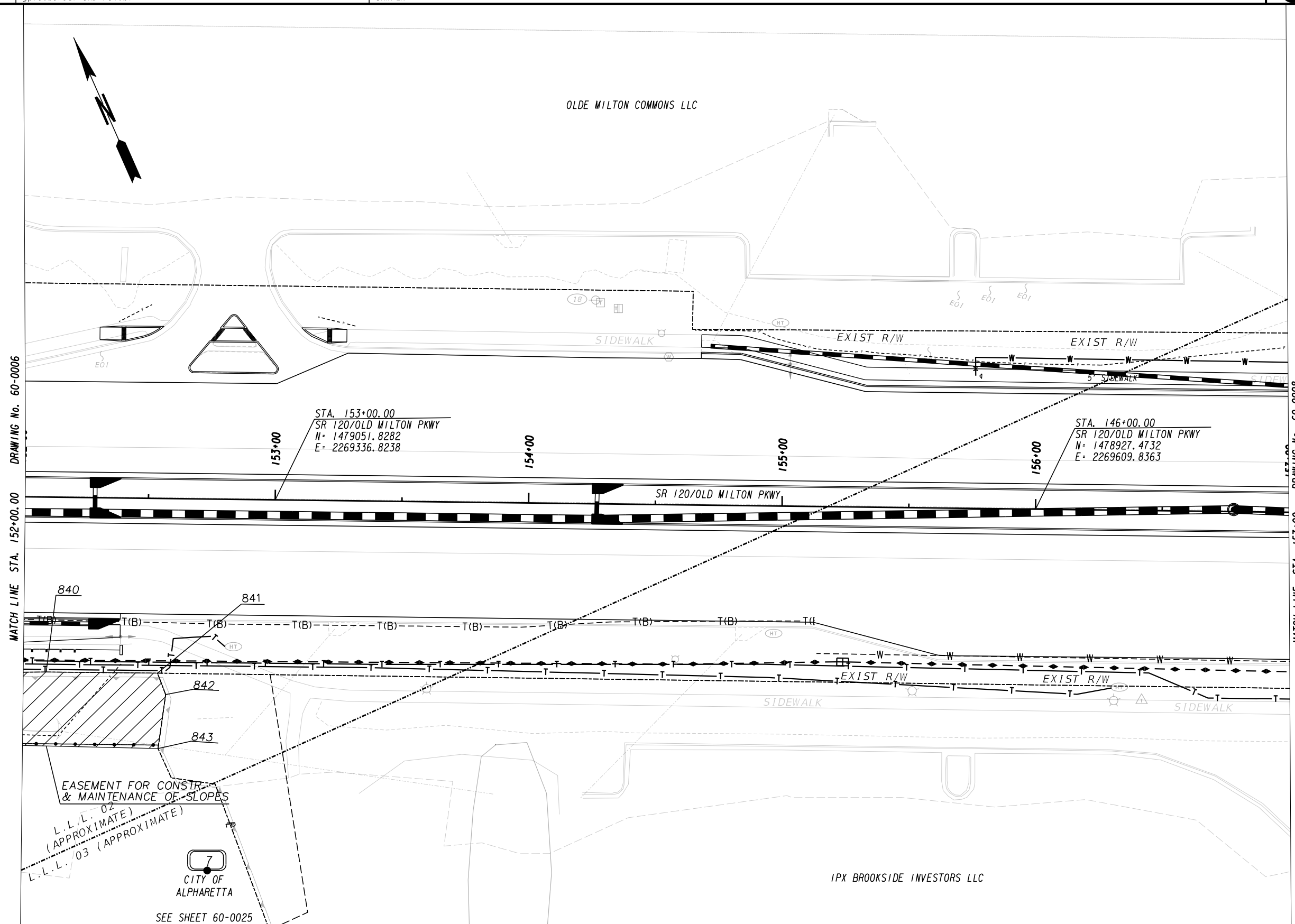
SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 03
LAND DISTRICT: 1ST DISTRICT
GMD
DATE 06/19/23 SH 6 OF 28

DRAWING No. 60-0006

GRWPLN-CE



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 03
LAND DISTRICT: 1ST DISTRICT
GMD
DATE 06/19/23 SH 7 OF 28

DRAWING No. 60-0007

GRWPLN-CE

4

BETTER PLACE, LLC
SEE SHEET 60-0004

****
PARCEL 4 - DE1007 - REQ'D DRWY. EASM'T.
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE1003	82.559	L	140+35.99	OLD MILTON PKWY
	10.631		N22.810°E	
DE1004	93.185	L	140+35.67	OLD MILTON PKWY
	55.658		S65.009°E	
DE1005	92.729	L	140+91.33	OLD MILTON PKWY
	10.946		S26.058°W	
DE1006	81.788	L	140+91.04	OLD MILTON PKWY
	10.063		N64.742°W	
364	81.917	L	140+80.97	OLD MILTON PKWY
	44.987		N64.660°W	
DE1003	82.559	L	140+35.99	OLD MILTON PKWY

5

CITY OF ALPHARETTA
SEE SHEET 60-0004 & 60-0005

****
PARCEL 5 - DE1008 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
806	73.740	R	141+62.73	OLD MILTON PKWY
	116.648		S65.517°E	
813	73.661	R	142+79.38	OLD MILTON PKWY
	9.130		S3.594°E	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	122.544		N65.476°W	
PE1011	81.708	R	141+61.13	OLD MILTON PKWY
	8.126		N35.831°E	
806	73.740	R	141+62.73	OLD MILTON PKWY

REQD R/W = 958.055 SF
REQD R/W = 0.022 ACRES
REMAINDER = +/- 3.336 ACRES

****
PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
PE1011	81.708	R	141+61.13	OLD MILTON PKWY
	122.544		S65.476°E	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	69.010		S3.594°E	
814	142.579	R	143+16.20	OLD MILTON PKWY
	104.457		N67.622°W	
PE1012	146.487	R	142+11.818	OLD MILTON PKWY
	63.636		N65.478°W	
PE1001	146.487	R	141+48.18	OLD MILTON PKWY
	66.061		N35.831°E	
PE1011	81.708	R	141+61.13	OLD MILTON PKWY

REQD EASMT = 9270.381 SF
REQD EASMT = 0.213 ACRES

6

REALTICORP 528, LLC
SEE SHEET 60-0005

PARCEL 6 - DE1010 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
365	82.186	L	142+21.96	OLD MILTON PKWY
	140.440		N75.766°E	
366	170.102	L	143+31.48	OLD MILTON PKWY
	264.770		S48.452°E	
367	92.577	L	145+84.64	OLD MILTON PKWY
	22.350		S53.283°E	
368	87.856	L	146+06.49	OLD MILTON PKWY
	384.571		N66.323°W	
365	82.186	L	142+21.96	OLD MILTON PKWY

REQD R/W = 16343.581 SF
REQD R/W = 0.375 ACRES
REMAINDER = +/- 0.000 ACRES

7

CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006 & 60-0007

PARCEL 7 - DE1012 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
813	73.661	R	142+79.38	OLD MILTON PKWY
	154.546		S65.835°E	
RW1015	72.697	R	144+33.92	OLD MILTON PKWY
	9.011		S24.522°W	
RW1016	81.708	R	144+33.92	OLD MILTON PKWY
	150.241		N65.480°W	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	9.130		N3.594°W	
813	73.661	R	142+79.38	OLD MILTON PKWY

REQD R/W = 1301.185 SF
REQD R/W = 0.030 ACRES
REMAINDER = +/- 28.665 ACRES

7

CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006 & 60-0007

****
PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1011	81.713	R	142+83.68	OLD MILTON PKWY
	150.241		S65.480°E	
RW1016	81.708	R	144+33.92	OLD MILTON PKWY
	9.011		N24.522°E	
RW1015	72.697	R	14433.92	OLD MILTON PKWY
	359.988		S65.835°E	
146	70.453	R	147+93.90	OLD MILTON PKWY
	32.407		S25.401°W	
PE1014	102.856	R	147+93.40	OLD MILTON PKWY
	113.912		N65.478°W	
PE1015	102.856	R	146+79.49	OLD MILTON PKWY
	17.964		S24.522°W	
PE1016	120.820	R	146+79.49	OLD MILTON PKWY
	313.779		N65.478°W	
PE1017	120.820	R	143+65.71	OLD MILTON PKWY
	29.274		N89.203°W	
815	132.598	R	143+38.91	OLD MILTON PKWY
	24.809		N89.203°W	
814	142.579	R	143+16.20	OLD MILTON PKWY
	69.010		N3.594°W	
RW1011	81.713	R	142+83.68	OLD MILTON PKWY

REQD EASMT = 21796.210 SF
REQD EASMT = 0.500 ACRES

****
PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
839	69.622	R	151+83.06	OLD MILTON PKWY
	27.430		S66.721°E	
840	69.043	R	152+10.48	OLD MILTON PKWY
	43.892		S65.622°E	
841	68.958	R	152+54.37	OLD MILTON PKWY
	9.039		S2.586°W	
842	77.344	R	152+57.74	OLD MILTON PKWY
	21.548		S31.815°W	
843	98.716	R	152+54.99	OLD MILTON PKWY
	71.968		N64.887°W	
PE1018	97.932	R	151+83.03	OLD MILTON PKWY
	28.310		N24.536°E	
839	69.622	R	151+83.06	OLD MILTON PKWY

REQD EASMT = 2139.087 SF
REQD EASMT = 0.049 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 4 AND 6		
5/3/24	REVISED ROW AND ESMNT DATA TABLES FOR PARCEL 6		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 25 OF 28
DRAWING No. 60-0025

GRWPLN-CE

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 11 -0011-0002-022-6

THIS INDENTURE, made this _____ day of _____, 2024, between **CITY OF ALPHARETTA,** party of the first Part, and the **DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as the **DEPARTMENT.**

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT,** its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

"SEE ATTACHED DESCRIPTION"

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

Signed, Sealed and Delivered
this _____ day of _____,
20_____, in the presence of:

BY:_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

_____
Witness

ATTEST:_____
Lauren Shapiro, City Clerk

_____
Notary Public

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
City Attorney

LEGAL DESCRIPTION

PROJECT NO.:	SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.:	0017187
PARCEL NO.:	8
DATE OF R/W PLANS:	June 19, 2023
REVISION DATE:	May 3, 2024

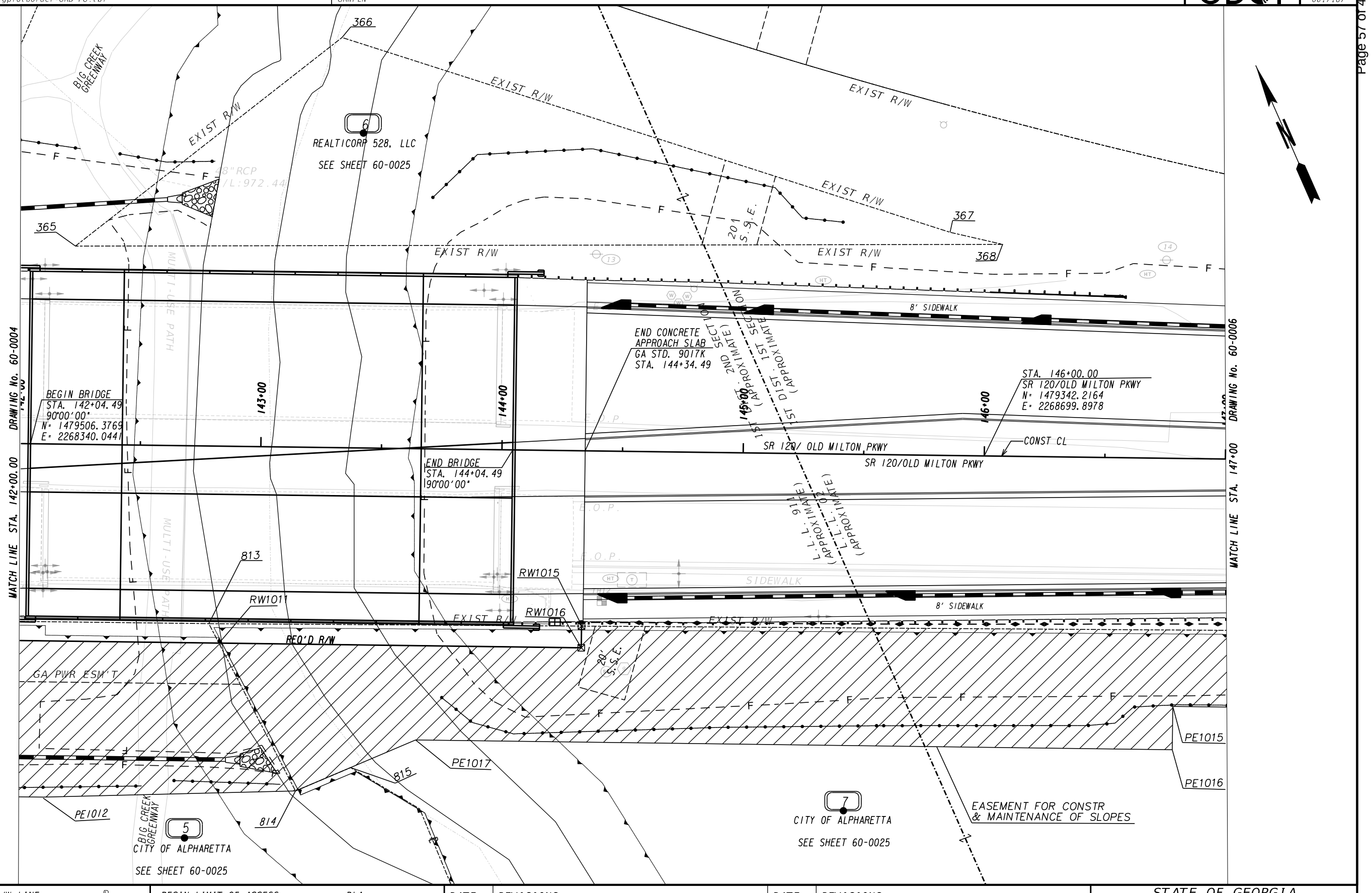
REQUIRED RIGHT OF WAY

(Parcel 8)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 2 and 3 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 114.746 feet left of Station 147+14.89; running thence N88.477°E a distance of 45.95 feet to a point 134.92 feet left of and opposite station 147+56.17 on said construction centerline laid out for OLD MILTON PKWY; thence S66.534°E a distance of 84.25 feet to a point 136.47 feet left of and opposite station 148+40.41 on said construction centerline laid out for OLD MILTON PKWY; thence S23.785°W a distance of 44.53 feet to a point 91.94 feet left of and opposite station 148+40.98 on said construction centerline laid out for OLD MILTON PKWY; thence northwesterly 128.15 feet along the arc of a curve (said curve having a radius of 2669.71 feet and a chord distance of 128.14 feet on a bearing of N55.228°W) back to the point of beginning.

The above described parcel contains ± 0.085 acres (3,684.377 sq. ft.), more or less.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

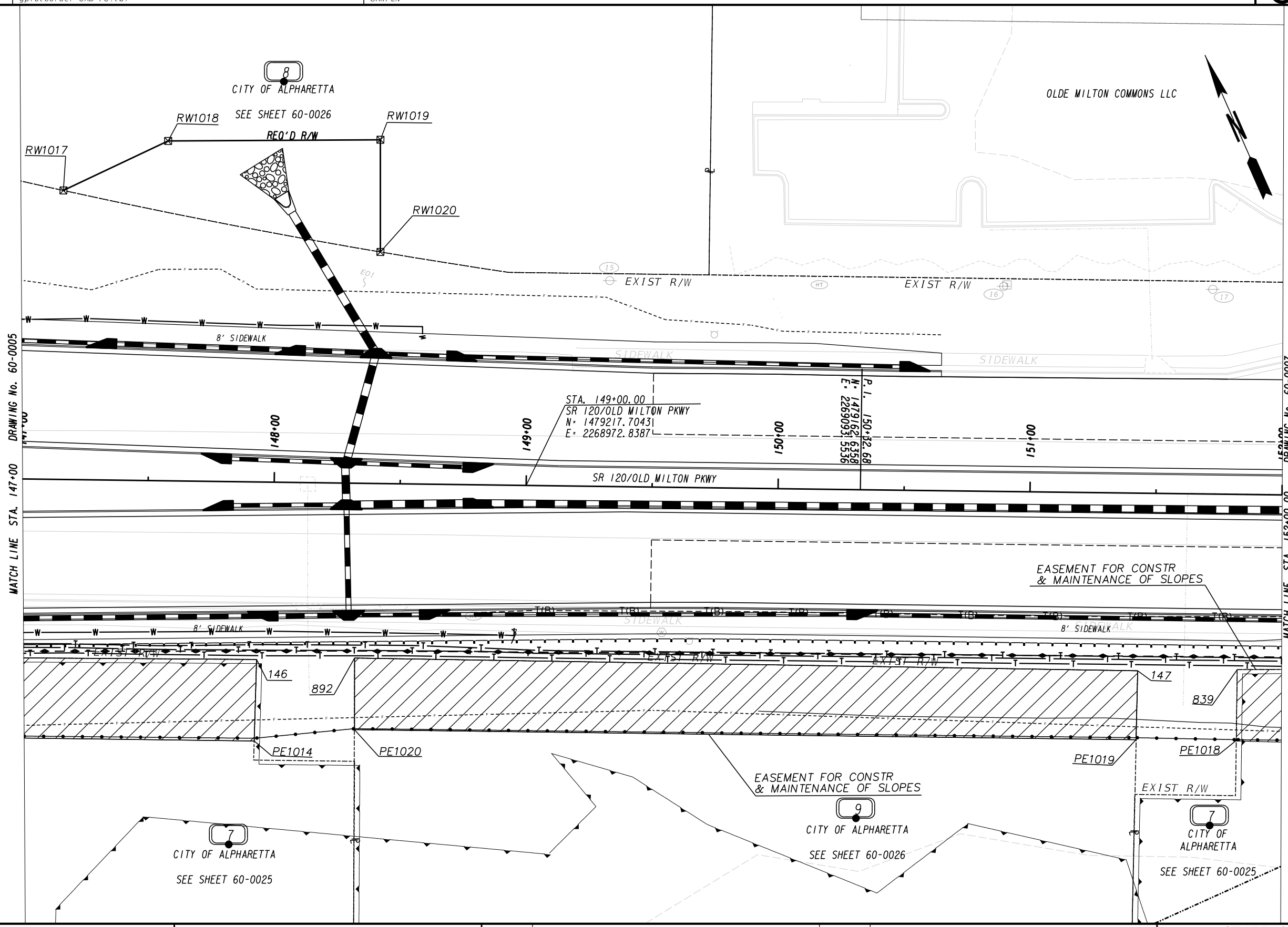
DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCEL 6		
5/3/24	UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 911
LAND DISTRICT: 1ST DISTRICT GMD
DATE 06/19/23 SH 5 OF 28

DRAWING No. 60-0005

GRWPLN-CE



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 03
LAND DISTRICT: 1ST DISTRICT
GMD
DATE 06/19/23 SH 6 OF 28

DRAWING No. 60-0006

GRWPLN-CE

8

CITY OF ALPHARETTA
SEE SHEET 60-0006

****
PARCEL 8 - DE1015 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1017	114.746	L	147+14.89	OLD MILTON PKWY
	45.953		N88.477°E	
RW1018	134.923	L	147+56.17	OLD MILTON PKWY
	84.249		S66.534°E	
RW1019	136.475	L	148+40.41	OLD MILTON PKWY
	44.534		S23.785°W	
RW1020	91.945	L	148+40.98	OLD MILTON PKWY

ARC LENGTH = 128.15
CHORD BEAR = N55.228°W
LNTH CHORD = 128.14
RADIUS = 2669.71
DEGREE = 7.041°

RW1017	114.746	L	147+14.89	OLD MILTON PKWY
REQD R/W	= 3684.377	SF		
REQD R/W	= 0.085	ACRES		
REMAINDER	= +/- 9.530	ACRES		

9

CITY OF ALPHARETTA
SEE SHEET 60-0006

****
PARCEL 9 - DE1016 - EASM'T. FOR CONST. AND MAINT. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
892	69.403	R	148+32.82	OLD MILTON PKWY
	310.818		S65.280°E	
147	70.545	R	151+43.60	OLD MILTON PKWY
	27.366		S25.168°W	
PE1019	97.909	R	151+43.27	OLD MILTON PKWY
	310.172		N65.478°W	
PE1020	97.845	R	148+33.15	OLD MILTON PKWY
	28.444		N23.846°E	
892	69.403	R	148+32.82	OLD MILTON PKWY
REQD EASMT	= 8663.752	SF		
REQD EASMT	= 0.199	ACRES		

10

TOUCHMARK NATIONAL BANK
SEE SHEET 60-0009

****
PARCEL 10 - DE1017 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1021	70.560	R	163+83.47	OLD MILTON PKWY
	58.030		S65.510°E	
22	70.627	R	164+41.50	OLD MILTON PKWY
	21.643		S24.114°E	
94	84.958	R	164+57.72	OLD MILTON PKWY
	9.510		S24.278°W	
RW1022	94.468	R	164+57.75	OLD MILTON PKWY
	28.394		N64.789°W	
RW1023	94.078	R	164+29.35	OLD MILTON PKWY
	51.558		N38.439°W	
RW1021	70.560	R	163+83.47	OLD MILTON PKWY
REQD R/W	= 1093.027	SF		
REQD R/W	= 0.025	ACRES		
REMAINDER	= +/- 1.880	ACRES		

11

PSC HOLDINGS-ALPHARETTA, LLC
SEE SHEET 60-0009

****
PARCEL 11 - DE1018 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1024	71.838	L	164+43.90	OLD MILTON PKWY
	48.196		N71.272°E	
19	104.801	L	164+79.06	OLD MILTON PKWY
	39.742		S58.259°W	
449	71.790	L	164+56.93	OLD MILTON PKWY
	13.032		N65.364°W	
RW1024	71.838	L	164+43.90	OLD MILTON PKWY
REQD R/W	= 215.638	SF		
REQD R/W	= 0.005	ACRES		
REMAINDER	= +/- 1.192	ACRES		

12

3750 BROOKSIDE, LLC
SEE SHEET 60-0011

****
PARCEL 12 - DE1019 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1048A	70.793	R	176+55.26	OLD MILTON PKWY
	16.669		S65.626°E	
RW1046	70.749	R	176+71.93	OLD MILTON PKWY
	10.929		S24.374°W	
RW1047	81.677	R	176+71.96	OLD MILTON PKWY
	16.669		N65.626°W	
RW1048	81.721	R	176+55.29	OLD MILTON PKWY
	10.929		N24.374°E	
DE1048A	70.793	R	176+55.26	OLD MILTON PKWY
REQD R/W	= 182.167	SF		
REQD R/W	= 0.004	ACRES		
REMAINDER	= +/- 9.871	ACRES		

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

****
PARCEL 13 - DE1020 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1025	71.185	L	177+55.23	OLD MILTON PKWY
	10.899		N25.417°E	
RW1026	82.083	L	177+55.40	OLD MILTON PKWY
	20.079		S65.475°E	
RW1027	82.083	L	177+75.48	OLD MILTON PKWY
	11.162		S24.423°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	20.271		N64.728°W	
RW1025	71.185	L	177+55.23	OLD MILTON PKWY
REQD R/W	= 222.523	SF		
REQD R/W	= 0.005	ACRES		
REMAINDER	= +/- 9.625	ACRES		

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

****
PARCEL 13 - DE1021 - EASM'T. FOR CONST. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	2.040		N24.423°E	
TE1021	72.961	L	177+75.50	OLD MILTON PKWY
	150.221		S65.594°E	
TE1022	73.273	L	179+25.72	OLD MILTON PKWY
	150.221		S65.594°E	
TE1023	73.234	L	180+76.12	OLD MILTON PKWY
	4.087		S5.131°W	
484	69.375	L	180+77.46	OLD MILTON PKWY
	152.071		N65.761°W	
485	68.969	L	179+25.23	OLD MILTON PKWY
	149.739		N64.728°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
REQD EASMT	= 1092.787	SF		
REQD EASMT	= 0.025	ACRES		

14

MARFAM ENTERPRISES INC
SEE SHEET 60-0013

****
PARCEL 14 - DE1022 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1029	70.457	R	185+13.84	OLD MILTON PKWY
	16.137		S65.875°E	
RW1029A	70.384	R	185+29.97	OLD MILTON PKWY
	10.771		S24.125°W	
RW1030	81.155	R	185+30.02	OLD MILTON PKWY
	16.137		N65.875°W	
RW1031	81.228	R	185+13.88	OLD MILTON PKWY
	10.771		N24.125°E	
RW1029	70.457	R	185+13.84	OLD MILTON PKWY
REQD R/W	= 173.810	SF		
REQD R/W	= 0.004	ACRES		
REMAINDER	= +/- 0.820	ACRES		

15

ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.
SEE SHEET 60-0013

****
PARCEL 15 - DE1023 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY
	22.827		S66.162°E	
RW1032	69.803	R	186+03.14	OLD MILTON PKWY
	10.770		S23.838°W	
RW1033	80.572	R	186+03.24	OLD MILTON PKWY
	22.827		N66.162°W	
RW1033A	80.790	R	185+80.42	OLD MILTON PKWY
	10.770		N23.838°E	
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY
REQD R/W	= 245.852	SF		
REQD R/W	= 0.006	ACRES		
REMAINDER	= +/- 0.826	ACRES		

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 11, 12, AND 13		
5/3/24	REVISED ROW DATA TABLES FOR PARCELS 12, 13, 14, AND 15		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 26 OF 28
DRAWING No. 60-0026

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

GEORGIA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 11 -0020-0002-027-4

THIS INDENTURE, made this _____ day of _____, 2024, between **CITY OF ALPHARETTA,** party of the first Part, and the **DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as the **DEPARTMENT.**

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT,** its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

"SEE ATTACHED DESCRIPTION"

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

Signed, Sealed and Delivered
this _____ day of _____,
20_____, in the presence of:

BY:_____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

_____
Witness

ATTEST:_____
Lauren Shapiro, City Clerk

_____
Notary Public

APPROVED AS TO FORM:

/s/ Patrick D. Jaugstetter
City Attorney

LEGAL DESCRIPTION

PROJECT NO.: SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.: 0017187
PARCEL NO.: 9
DATE OF R/W PLANS: June 19, 2023
REVISION DATE: May 3, 2024

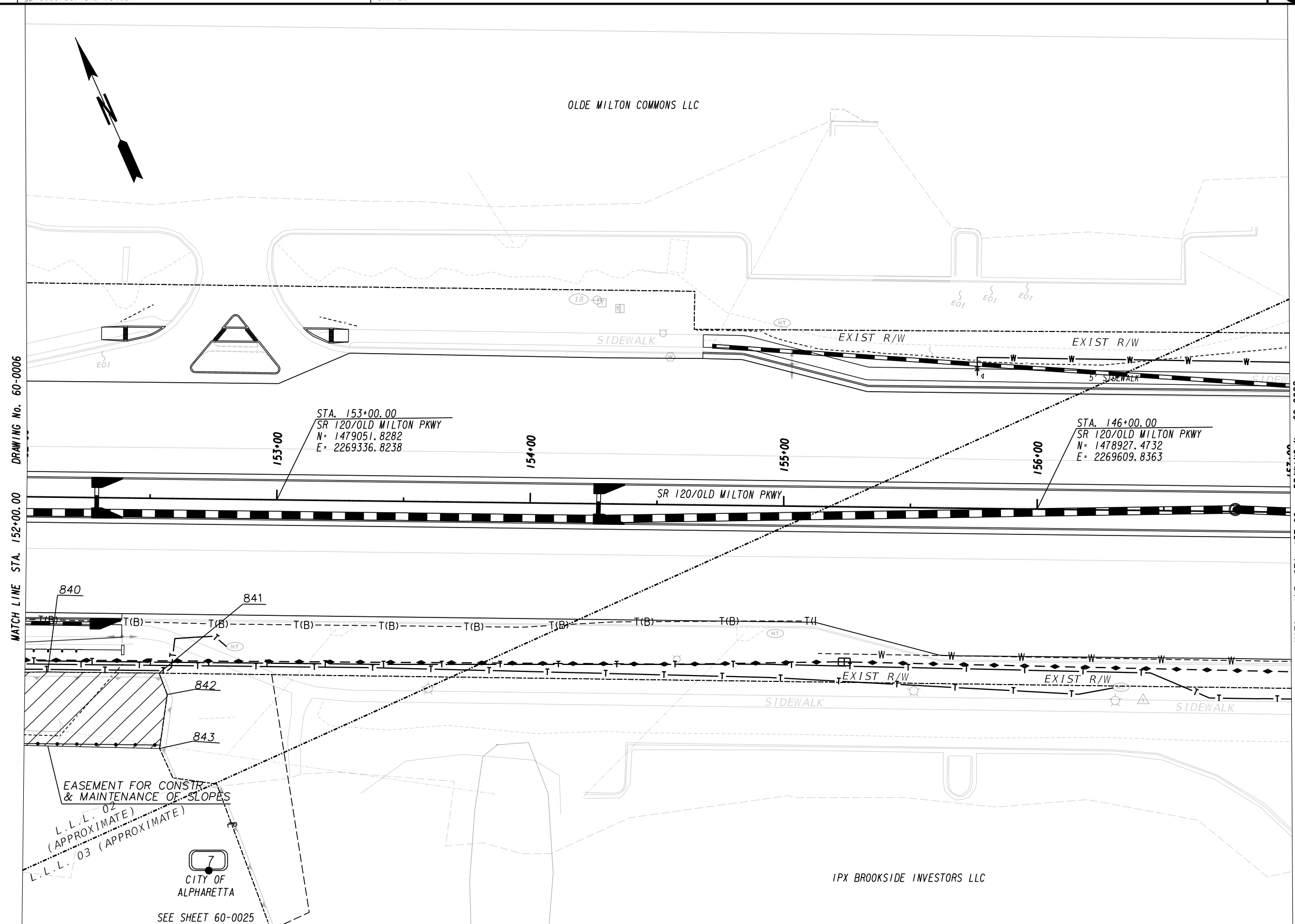
REQUIRED RIGHT OF WAY

(Parcel 9)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 2 and 3 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 69.403 feet right of Station 148+32.82; running thence S65.280°E a distance of 310.82 feet to a point 70.54 feet right of and opposite station 151+43.59 on said construction centerline laid out for OLD MILTON PKWY; thence S25.168°W a distance of 27.37 feet to a point 97.91 feet right of and opposite station 151+43.27 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 310.17 feet to a point 97.85 feet right of and opposite station 148+33.15 on said construction centerline laid out for OLD MILTON PKWY; thence N23.846°E a distance of 28.44 feet back to the point of beginning.

The above described parcel contains ± 0.199 acres (8,663.752 sq. ft.), more or less.



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 03
LAND DISTRICT: 1ST DISTRICT
GMD
DATE 06/19/23 SH 7 OF 28

DRAWING No. 60-0007

GRWPLN-CE

8

CITY OF ALPHARETTA
SEE SHEET 60-0006

****
PARCEL 8 - DE1015 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1017	114.746	L	147+14.89	OLD MILTON PKWY
	45.953		N88.477°E	
RW1018	134.923	L	147+56.17	OLD MILTON PKWY
	84.249		S66.534°E	
RW1019	136.475	L	148+40.41	OLD MILTON PKWY
	44.534		S23.785°W	
RW1020	91.945	L	148+40.98	OLD MILTON PKWY

ARC LENGTH = 128.15
CHORD BEAR = N55.228°W
LNTH CHORD = 128.14
RADIUS = 2669.71
DEGREE = 7.041°

RW1017	114.746	L	147+14.89	OLD MILTON PKWY

REQD R/W = 3684.377 SF
REQD R/W = 0.085 ACRES
REMAINDER = +/- 9.530 ACRES

9

CITY OF ALPHARETTA
SEE SHEET 60-0006

****
PARCEL 9 - DE1016 - EASM'T. FOR CONST. AND MAINT. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
892	69.403	R	148+32.82	OLD MILTON PKWY
	310.818		S65.280°E	
147	70.545	R	151+43.60	OLD MILTON PKWY
	27.366		S25.168°W	
PE1019	97.909	R	151+43.27	OLD MILTON PKWY
	310.172		N65.478°W	
PE1020	97.845	R	148+33.15	OLD MILTON PKWY
	28.444		N23.846°E	
892	69.403	R	148+32.82	OLD MILTON PKWY

REQD EASMT = 8663.752 SF
REQD EASMT = 0.199 ACRES

10

TOUCHMARK NATIONAL BANK
SEE SHEET 60-0009

****
PARCEL 10 - DE1017 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1021	70.560	R	163+83.47	OLD MILTON PKWY
	58.030		S65.510°E	
22	70.627	R	164+41.50	OLD MILTON PKWY
	21.643		S24.114°E	
94	84.958	R	164+57.72	OLD MILTON PKWY
	9.510		S24.278°W	
RW1022	94.468	R	164+57.75	OLD MILTON PKWY
	28.394		N64.789°W	
RW1023	94.078	R	164+29.35	OLD MILTON PKWY
	51.558		N38.439°W	
RW1021	70.560	R	163+83.47	OLD MILTON PKWY

REQD R/W = 1093.027 SF
REQD R/W = 0.025 ACRES
REMAINDER = +/- 1.880 ACRES

11

PSC HOLDINGS-ALPHARETTA, LLC
SEE SHEET 60-0009

****
PARCEL 11 - DE1018 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1024	71.838	L	164+43.90	OLD MILTON PKWY
	48.196		N71.272°E	
19	104.801	L	164+79.06	OLD MILTON PKWY
	39.742		S58.259°W	
449	71.790	L	164+56.93	OLD MILTON PKWY
	13.032		N65.364°W	
RW1024	71.838	L	164+43.90	OLD MILTON PKWY

REQD R/W = 215.638 SF
REQD R/W = 0.005 ACRES
REMAINDER = +/- 1.192 ACRES

12

3750 BROOKSIDE, LLC
SEE SHEET 60-0011

****
PARCEL 12 - DE1019 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1048A	70.793	R	176+55.26	OLD MILTON PKWY
	16.669		S65.626°E	
RW1046	70.749	R	176+71.93	OLD MILTON PKWY
	10.929		S24.374°W	
RW1047	81.677	R	176+71.96	OLD MILTON PKWY
	16.669		N65.626°W	
RW1048	81.721	R	176+55.29	OLD MILTON PKWY
	10.929		N24.374°E	
DE1048A	70.793	R	176+55.26	OLD MILTON PKWY

REQD R/W = 182.167 SF
REQD R/W = 0.004 ACRES
REMAINDER = +/- 9.871 ACRES

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

****
PARCEL 13 - DE1020 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1025	71.185	L	177+55.23	OLD MILTON PKWY
	10.899		N25.417°E	
RW1026	82.083	L	177+55.40	OLD MILTON PKWY
	20.079		S65.475°E	
RW1027	82.083	L	177+75.48	OLD MILTON PKWY
	11.162		S24.423°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	20.271		N64.728°W	
RW1025	71.185	L	177+55.23	OLD MILTON PKWY

REQD R/W = 222.523 SF
REQD R/W = 0.005 ACRES
REMAINDER = +/- 9.625 ACRES

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

****
PARCEL 13 - DE1021 - EASM'T. FOR CONST. OF SLOPES
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	2.040		N24.423°E	
TE1021	72.961	L	177+75.50	OLD MILTON PKWY
	150.221		S65.594°E	
TE1022	73.273	L	179+25.72	OLD MILTON PKWY
	150.221		S65.594°E	
TE1023	73.234	L	180+76.12	OLD MILTON PKWY
	4.087		S5.131°W	
484	69.375	L	180+77.46	OLD MILTON PKWY
	152.071		N65.761°W	
485	68.969	L	179+25.23	OLD MILTON PKWY
	149.739		N64.728°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY

REQD EASMT = 1092.787 SF
REQD EASMT = 0.025 ACRES

14

MARFAM ENTERPRISES INC
SEE SHEET 60-0013

****
PARCEL 14 - DE1022 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1029	70.457	R	185+13.84	OLD MILTON PKWY
	16.137		S65.875°E	
RW1029A	70.384	R	185+29.97	OLD MILTON PKWY
	10.771		S24.125°W	
RW1030	81.155	R	185+30.02	OLD MILTON PKWY
	16.137		N65.875°W	
RW1031	81.228	R	185+13.88	OLD MILTON PKWY
	10.771		N24.125°E	
RW1029	70.457	R	185+13.84	OLD MILTON PKWY

REQD R/W = 173.810 SF
REQD R/W = 0.004 ACRES
REMAINDER = +/- 0.820 ACRES

15

ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.
SEE SHEET 60-0013

****
PARCEL 15 - DE1023 - REQ'D R/W
****

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY
	22.827		S66.162°E	
RW1032	69.803	R	186+03.14	OLD MILTON PKWY
	10.770		S23.838°W	
RW1033	80.572	R	186+03.24	OLD MILTON PKWY
	22.827		N66.162°W	
RW1033A	80.790	R	185+80.42	OLD MILTON PKWY
	10.770		N23.838°E	
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY

REQD R/W = 245.852 SF
REQD R/W = 0.006 ACRES
REMAINDER = +/- 0.826 ACRES

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 11, 12, AND 13		
5/3/24	REVISED ROW DATA TABLES FOR PARCELS 12, 13, 14, AND 15		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 26 OF 28
DRAWING No. 60-0026

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 19, 2024

AGENDA ITEM:

Financial Management Report (Month Ending June 30, 2024)
Consideration of approval of the Financial Management Report for the month ending June 30, 2024.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending June 30, 2024

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

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

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

ALTERNATIVES:

ATTACHMENTS:

1. FY 2024 Financial Management Report (12-June)

City of Alpharetta, GA

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

Financial Management Reports

for the month ending

June 30, 2024

(period 12 of 12 – unaudited)

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

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

Financial Management Reports
Fiscal Year 2024

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

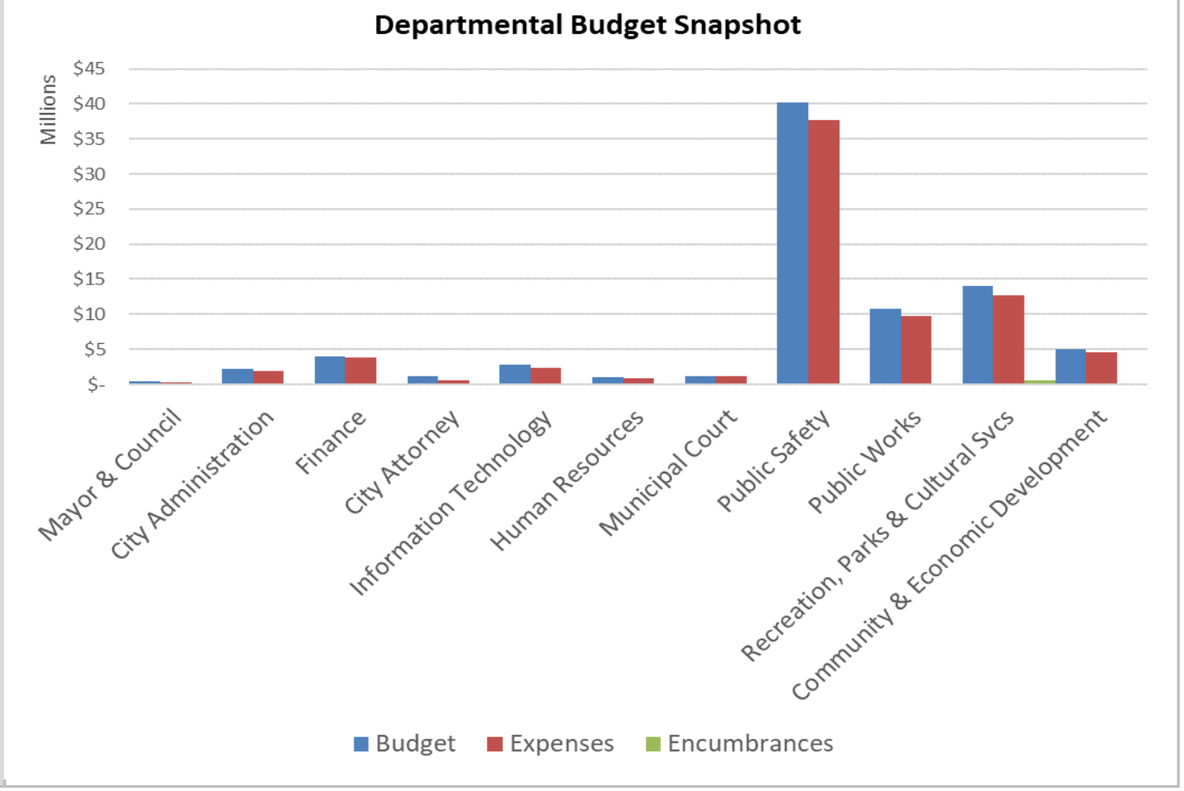
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended June 30, 2024

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes	↔	$504,199
Local Option Sales Tax	↔	($100,000)
Franchise Tax	↔	($169,710)
Insurance Premium Tax	↔	$0
Alcohol Beverage Excise Tax	↓	($300,000)
Building Permit Fees	↓	($232,554)
Business and Occupational Tax	↑	$116,537
Court/Traffic Fines	↓	($627,645)
Recreation/Special Event Fees	↔	($74,003)
Hotel/Motel Tax (City portion)	↔	($196,875)
Other Revenues	↑	$860,275
Minimum Surplus Goal Needed to Fund Capital: *($15M Annual Capital Need less $4M allocated in the FY 2025 budget)*		**$11M**
Less: Forecasted Revenue Loss		**($220K)***
Less: Forecasted Expenditure Savings		**($5.4M)***
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($5.8M)***



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

FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↔	↔	$913,014
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	$201,456
Opioid Settlement Fund	↔	↔	$52,635
Emergency 911 Fund (1)	↔	↔	$829,140
Impact Fee Fund	↔	↔	$574,196
Hotel/Motel Fund (1)	↔	↔	$1,339,388
Debt Service Fund	↔	↔	$1,324,991
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	$4,534
Risk Management Fund	↔	↔	$1,562,324
Medical Insurance Fund	↔	↔	$75,608

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	$41,826
Capital Grant Fund (3)	$80,812
Capital Project Funds	
Capital Project Fund (3)	$3,463,488
Stormwater Capital Fund	$285,404
Series 2022 Bond Fund (Parks)	$2,545,124
TSPLOST I Capital Fund	$3,522,757
TSPLOST II Capital Fund	$630,994
American Rescue Plan Act Capital Fund	$0
Blended Component Unit	
Development Authority Fund	$173,634

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund	*$22.6M (25%)*
Emergency 911 Fund	*$1.3M (25%)*
Sanitation Fund	*$11K (<1%)*

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

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

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

(3) Does not include amounts, if any, currently set aside for matches on active grant applications.

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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR

DATE: AUGUST 19, 2024

RE: FINANCIAL MANAGEMENT REPORTS AS OF JUNE 30, 2024

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending June 30, 2024.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2024 (FY 2024). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2024 revenues are budgeted at $91 million (net of Carryforward Fund Balance totaling $11 million). As of June 30, 2024, actual revenue collections total 96% or $87 million and forecasts through the year-end accrual process represent a loss compared to budget and highlight a slowing trend in revenue growth and collections. The material detail as follows:

- Property Taxes (incl. Motor Vehicles)
  - Property Taxes (current): $ 255,000
  - Property Taxes (delinquent): 149,199
  - Motor Vehicle Title Fee: 100,000
- LOST: (100,000)
- Franchise Tax: (169,710)
- Alcohol Beverage Excise Tax: (300,000)
- Building Permit Fees: (232,554)
- Business and Occupational Tax: 116,537
- Court/Traffic Fines: (627,645)
- Hotel Taxes: (196,875)
- Investment Earnings: 900,000
- Other: (113,728)

Estimated Loss: $ (219,776)

Motor Vehicle Title Fee collections is trending 4% higher than FY 2023 ($3.5 million). Collection estimates for FY 2024 total $3.6 million ($100,000 greater than budget).

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Local Option Sales Tax collections is trending 2% higher (on average) than FY 2023 ($21.5 million) and has been relatively subdued since February 2023. For comparison purposes, recent year-over-year growth rates totaled 6%, 21%, 5% respectively for fiscal years 2021-2023. That said, on a monthly basis, LOST collections have experienced much year-over-year volatility with March 2024 collections contracting -7% over March 2023 only for April/May 2024 collections to grow 4% over April/May 2023 collections. Collection estimates for FY 2024 total $22 million (-$100,000 less than budget).

Franchise Tax collections is trending lower than FY 2023 ($6.8 million). Collection estimates for FY 2024 total $6.7 million (-$169,710 less than budget). The primary driver for the decline is electricity franchise tax collections which were forecast for modest growth based on approved rate increases but came in less than the prior-year (GA Power 2024 remittance of $4.4 million vs 2023 remittance of $4.5 million) or flat (Sawnee 2024 remittance of $641,526 vs 2023 remittance of $638,649). Gas franchise tax collections are forecasted for reductions based on collection activity (-$8,900 decline over budget leading to a revised estimate of $616,100). These reductions are somewhat mitigated by forecasted growth in cable franchise tax collections ($25,000 growth over budget leading to a revised estimate of $650,000).

Alcohol Beverage Excise Tax collections is trending -1% lower than FY 2023 ($2.9 million). Collection estimates for FY 2024 total $2.85 million (-$300,000 less than budget).

Building Permit Fee collections is trending -24% lower than FY 2023 ($2.3 million). Collection estimates for FY 2024 total $1.8 million (-$232,554 less than budget).

Business and Occupational Tax collections is trending 12% higher than FY 2023 ($1.15 million). Collection estimates for FY 2024 total $1.27 million ($116,537 greater than budget).

Collections for Municipal Court Fines is trending -20% lower than FY 2023. Collection estimates for FY 2024 total $1.6 million which is -$452,000 less than budget. Collections for School Zone speed citation fines is trending -30% lower than FY 2023. This revenue source is declining quicker than originally anticipated and highlights the effectiveness at managing safe traffic speed through our school zones. Current estimates for FY 2024 total $925,000 which is -$175,000 less than budget.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of June 30, 2024, city departments (not including General Government[1]) have encumbered and expensed 93%, or $77 million, of their FY 2024 budget appropriations. Forecasts indicate a surplus of $5.4 million compared to budget and is composed of savings at the personnel services category (e.g., approximately 21 vacancies within General Fund departments as of June 2024), maintenance & operations category, and contingency.

Contingency: The General Fund contingency balance totals $913,014.

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

Other Funds

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

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total $81,017. Remaining appropriations are set aside for a non-allocated reserve ($41,826 for general non-allocated and $13,500 constituting matching funds for grant applications).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total $623,440. Remaining appropriations are set aside for a non-allocated reserve ($80,812).

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total $5.8 million. Remaining appropriations are set aside for a non-allocated reserve ($3.5 million for general non-allocated and $276,000 constituting matching funds for grant applications).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total $4 million. Remaining appropriations are set aside for a non-allocated reserve ($285,404).

American Rescue Act Capital Fund (Fund 303): This American Rescue Act funding has been fully expensed and will be closed-out this fiscal year.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total $24 million. Remaining appropriations are set aside for a non-allocated reserve ($2.5 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total $10.1 million. Remaining appropriations are set aside for a non-allocated reserve ($3.5 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals $52 million and represents Tier-1 project funding.

Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 120% of the original forecasted revenue estimates which indicates a strong likelihood of funding Tier-2/3 projects in addition to Tier-1.

Unspent/unencumbered project appropriations total $28.2 million. Remaining appropriations are set aside for a non-allocated reserve ($630,994).

Hotel/Motel Fund: FY 2024 revenues are budgeted at $9.6 million (net of carryforward fund balance totaling $962,046) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or $4.2 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; $1.4 million for debt service on the Series 2016 Convention Center Bonds; $15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or $3.6 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals $1.3 million. This reserve figure dipped below the $1.5 million target level in

2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections is trending -3% lower than FY 2023. Current estimates for FY 2024 total $9 million which is -$525,000 less than budget. Alpharetta's portion of that revenue estimate reduction totals -$196,875 for the General Fund and -$98,437 for the Facilities portion.

Other Items

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

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	$ 9,200	$ 9,200	$ 0
Post #1: Donald Mitchell	$ 8,000	$ 2,127	$ 5,873
Post #2: Brian Will	$ 8,000	$ 20	$ 7,980
Post #3: Doug DeRito	$ 8,000	$ 3,133	$ 4,867
Post #4: John Hipes	$ 8,000	$ 1,103	$ 6,897
Post #5*: Fergal Brady	$ 6,899	$ 1,233	$ 5,666
Post #6: Dan Merkel	$ 8,000	$ 1,766	$ 6,234

**Post #5: City Council member Fergal Brady began serving on January 1, 2024. City Council member Jason Binder served through December 31, 2023, and utilized $1,101 of the Post #5 stipend leaving a balance of $6,899 for the remainder of FY 2024.*

Development Authority[2] (Component Reporting Unit)

As of June 30, 2024, the Development Authority has $173,889 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

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



GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of June 30, 2024

	Current Fiscal Year					Prior Fiscal Year		
	2024 Budget	2024 YTD	% Collected	2024 Estimated	Variance	2023 Actual	2023 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 30,645,000	$ 30,900,241	100.8%	$ 30,900,000	$ 255,000	$ 27,550,384	$ 27,550,384	100.0%
Delinquent	197,000	346,478	175.9%	346,199	149,199	723,017	528,595	73.1%
Motor Vehicle Tax	60,000	54,962	91.6%	60,000	-	76,680	70,777	92.3%
Motor Vehicle Title Fee	3,500,000	3,290,701	94.0%	3,600,000	100,000	3,464,923	3,157,721	91.1%
Local Option Sales Tax	22,100,000	20,155,046	91.2%	22,000,000	(100,000)	21,516,647	19,762,420	91.8%
Franchise Tax	6,825,000	6,452,002	94.5%	6,655,290	(169,710)	6,843,642	6,578,682	96.1%
Insurance Premium Tax	5,837,570	5,837,570	100.0%	5,837,570	0	5,418,627	5,418,627	100.0%
Alcohol Beverage Excise Tax	3,150,000	2,634,114	83.6%	2,850,000	(300,000)	2,922,779	2,654,016	90.8%
Building Permit Fees	2,000,000	1,767,446	88.4%	1,767,446	(232,554)	2,335,606	2,335,606	100.0%
Business and Occupational Tax	1,150,000	1,266,537	110.1%	1,266,537	116,537	1,153,003	1,127,901	97.8%
Court/Traffic Fines	3,140,250	2,430,066	77.4%	2,512,605	(627,645)	3,287,775	3,187,125	96.9%
Recreation/Special Event Fees	3,404,010	3,330,007	97.8%	3,330,007	(74,003)	2,805,000	2,739,802	97.7%
Hotel/Motel Tax (City portion)	3,581,250	3,079,893	86.0%	3,384,375	(196,875)	3,480,902	3,172,807	91.1%
subtotal	$ 85,590,080	$ 81,545,063	95.3%	$ 84,510,029	$ (1,080,051)	$ 81,578,985	$ 78,284,464	96.0%
Other Revenues	5,272,621	5,891,723	111.7%	6,132,896	860,275	6,045,863	5,903,581	97.6%
Total Revenues	$ 90,862,701	$ 87,436,786	96.2%	$ 90,642,925	$ (219,776)	$ 87,624,848	$ 84,188,045	96.1%
Carryforward Fund Balance	10,547,818							



GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Department
As of June 30, 2024

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 399,354	$ 589	$ 329,454	$ 69,311	82.6%	82.5%	$ 325,804	$ 324,426	99.6%
City Administration	2,179,423	37,739	1,936,685	204,999	90.6%	88.9%	1,431,114	1,429,081	99.9%
Finance	3,998,838	5,300	3,828,541	164,997	95.9%	95.7%	3,644,561	3,636,539	99.8%
City Attorney	1,200,000	11,050	533,923	655,027	45.4%	44.5%	789,935	789,368	99.9%
Information Technology	2,792,116	14,015	2,403,921	374,180	86.6%	86.1%	2,078,939	2,075,306	99.8%
Human Resources	971,316	5,883	883,640	81,793	91.6%	91.0%	765,239	763,889	99.8%
Municipal Court	1,222,688	2,501	1,130,578	89,609	92.7%	92.5%	1,114,535	1,112,376	99.8%
Public Safety	40,188,508	206,470	37,714,397	2,267,641	94.4%	93.8%	35,338,050	35,215,993	99.7%
Public Works	10,804,932	180,441	9,709,246	915,245	91.5%	89.9%	9,455,806	9,387,274	99.3%
Recreation, Parks & Cultural Svcs	14,019,244	622,537	12,654,845	741,862	94.7%	90.3%	11,925,670	11,882,483	99.6%
Community & Economic Development	5,010,278	10,876	4,609,867	389,535	92.2%	92.0%	4,305,559	4,293,254	99.7%
subtotal	$ 82,786,697	$ 1,097,401	$ 75,735,097	$ 5,954,199	92.8%	91.5%	$ 71,175,213	$ 70,909,990	99.6%
General Government:									
Insurance Premiums (Risk)	$ 928,885	$ -	$ 928,885	$ -	100.0%	100.0%	$ 823,300	$ 823,300	100.0%
Gwinnett Tech Bond P&I	287,490	-	285,520	1,970	99.3%	99.3%	288,640	288,640	100.0%
Transfer(s) to other Funds	16,457,921	-	16,457,920	1	100.0%	100.0%	15,639,800	15,639,800	100.0%
Contingency	949,526	27,450	9,062	913,014	3.8%	1.0%	19,916	19,916	100.0%
subtotal	$ 18,623,822	$ 27,450	$ 17,681,387	$ 914,985	95.1%	94.9%	$ 16,771,656	$ 16,771,656	100.0%
Total Expenditures	$ 101,410,519	$ 1,124,851	$ 93,416,484	$ 6,869,184	93.2%	92.1%	$ 87,946,869	$ 87,681,647	99.7%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of June 30, 2024

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 36,068,617	$ -	$ 33,547,822	$ 2,520,795	93.0%	93.0%	$ 31,693,013	$ 31,693,013	100.0%
Overtime	2,656,857	-	3,302,546	(645,689)	124.3%	124.3%	3,026,757	3,026,757	100.0%
Group Insurance	9,940,392	-	8,299,249	1,641,143	83.5%	83.5%	8,408,412	8,307,651	98.8%
FICA and Social Security	2,960,385	-	2,687,808	272,577	90.8%	90.8%	2,542,057	2,542,057	100.0%
Defined Benefit Pension	3,187,015	-	3,187,015	-	100.0%	100.0%	2,869,712	2,869,712	100.0%
401(A) Retirement/Match	3,531,072	-	3,269,287	261,785	92.6%	92.6%	2,844,106	2,844,106	100.0%
(2) Other	1,809,061	-	1,768,250	40,811	97.7%	97.7%	1,552,936	1,552,936	100.0%
subtotal	$ 60,153,399	$ -	$ 56,061,977	$ 4,091,422	93.2%	93.2%	$ 52,936,993	$ 52,836,233	99.8%
Maintenance & Operations:									
Professional Services	$ 3,722,443	$ 354,428	$ 2,940,975	$ 427,040	88.5%	79.0%	$ 2,793,189	$ 2,790,904	99.9%
Legal Services	1,200,000	11,050	533,923	655,027	45.4%	44.5%	789,935	789,368	99.9%
Vehicle Fuel/Maintenance	1,234,216	-	1,528,622	(294,406)	123.9%	123.9%	1,342,211	1,333,378	99.3%
Maintenance Contracts	3,471,028	471,610	2,782,306	217,112	93.7%	80.2%	3,497,210	3,457,372	98.9%
IT Professional Services	3,691,680	103,795	3,214,959	372,926	89.9%	87.1%	2,272,146	2,238,885	98.5%
General Supplies	1,247,469	6,231	1,107,031	134,207	89.2%	88.7%	982,100	981,645	100.0%
Utilities	3,047,817	-	2,972,665	75,152	97.5%	97.5%	2,844,084	2,839,504	99.8%
Insurance Premiums (Risk)	928,885	-	928,885	-	100.0%	100.0%	823,300	823,300	100.0%
Other	3,833,716	143,180	3,447,953	242,582	93.7%	89.9%	3,037,380	2,971,739	97.8%
subtotal	$ 22,377,254	$ 1,090,295	$ 19,457,320	$ 1,829,639	91.8%	87.0%	$ 18,381,556	$ 18,226,094	99.2%
Capital/Leases/Other:									
Fire Vehicle/Equip. Leases	$ 779,067	$ -	$ 779,059	$ 8	100.0%	100.0%	$ 659,852	$ 659,852	100.0%
City Hall HVAC	131,007	2,651	128,355	0	100.0%	98.0%	-	-	-
Equipment/Capital	267,355	4,455	232,272	30,629	88.5%	86.9%	6,188	6,188	100.0%
Other	7,500	-	5,000	2,500	66.7%	66.7%	13,924	4,924	35.4%
subtotal	$ 1,184,929	$ 7,106	$ 1,144,686	$ 33,137	97.2%	96.6%	$ 679,964	$ 670,964	98.7%
General Government:									
Gwinnett Tech Bond P&I	$ 287,490	$ -	$ 285,520	$ 1,970	99.3%	99.3%	$ 288,640	$ 288,640	100.0%
Transfer(s) to other Funds	16,457,921	-	16,457,920	1	100.0%	100.0%	15,639,800	15,639,800	100.0%
Contingency	949,526	27,450	9,062	913,014	3.8%	1.0%	19,916	19,916	100.0%
subtotal	$ 17,694,937	$ 27,450	$ 16,752,502	$ 914,985	94.8%	94.7%	$ 15,948,356	$ 15,948,356	100.0%
Total Expenditures	$ 101,410,519	$ 1,124,851	$ 93,416,484	$ 6,869,184	93.2%	92.1%	$ 87,946,869	$ 87,681,647	99.7%

Notes:

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

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



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues										
City Administration										
22013230-371000	C2100	MURAL ART PROJECT	15,915	15,915	$ -	$ -	$ -	$ -		$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***		***$ -***
Public Safety										
22031150-331110	C2115	2021 BULLETPROOF VEST (DOJ)	11,624	2,943	$ -	$ 8,681	$ 8,681	$ 8,680		$ 1
22031150-331110	C2243	2022 BULLETPROOF VEST (DOJ)	27,408	-	-	27,408	27,408	5,960		21,448
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2311	2022 JUSTICE ASSISTANCE GRANT	6,829	-	-	6,829	6,829	6,830		(1)
22031150-331110	C2317	2023 BULLETPROFF VEST (DOJ)	17,000	-	-	17,000	17,000	-		17,000
		subtotal			***$ -***	***$ 59,918***	***$ 59,918***	***$ 21,470***		***$ 38,448***
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	256,000	152,000	$ -	$ 104,000	$ 104,000	$ 104,000		$ -
22061150-371000	C2212	PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336001	C2234	ARTS CENTER (CERAMICS)	4,876	3,062	-	1,814	1,814	1,814		-
22061150-347509	C2239	NORTH PARK SOFTBALL TOURNEY	10,092	2,397	-	7,695	7,695	7,695		-
22061150-336000	C2247	2022 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2306	FULTON COUNTY ARTS & CULTURE	15,000	15,000	-	-	-	-		-
22061150-347509	C2308	MUSIC MATCH SPONSORSHIPS	2,070	-	-	2,070	2,070	2,070		-
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	3,903	2,987	-	916	916	939		(23)
22061150-336000	C2418	2023 CAMP HAPPY HEARTS	6,000	-	-	6,000	6,000	6,000		-
		subtotal			***$ -***	***$ 122,495***	***$ 122,495***	***$ 122,518***		***$ (23)***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 3,997		$ (3,997)
22090200-362000		REALIZED GAIN/LOSS			-	-	-	(468)		468
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	918		(918)
22090200-395000		CARRYFORWARD FUND BALANCE			-	93,136	93,136	-		93,136
		subtotal			***$ -***	***$ 93,136***	***$ 93,136***	***$ 4,447***		***$ 88,689***
		Total			**$ -**	**$ 275,549**	**$ 275,549**	**$ 148,436**		**$ 127,114**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	$ -	$ 14,415	$ 14,415	$ -	$ -	$ 14,415
		subtotal			***$ -***	***$ 14,415***	***$ 14,415***	***$ -***	***$ -***	***$ 14,415***
Public Safety										
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,247	23,247	$ -	$ -	$ -	$ -	$ -	$ -
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)	49,432	5,447	-	43,985	43,985	32,929	-	11,056
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	708	-	16,292	16,292	9,852	-	6,440
223031150-531600	C2311	2022 JUSTICE ASSISTANCE GRANT	6,830	6,830	-	-	-	-	-	-
22031150-542100	C2317	2023 BULLETPROOF VEST (DOJ)	17,000	-	-	17,000	17,000	-	-	17,000
		subtotal			***$ -***	***$ 77,277***	***$ 77,277***	***$ 42,781***	***$ -***	***$ 34,496***
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	204,000	100,000	$ -	$ 104,000	$ 104,000	$ 81,454	$ -	$ 22,546
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	925	-	93
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2234	ARTS CENTER (CERAMICS)	4,879	2,770	-	2,109	2,109	254	-	1,855
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	10,092	7,595	-	2,497	2,497	2,498	-	(1)
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	4,226	-	774	774	774	-	-
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	10,500	-	4,500	4,500	4,500	-	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	5,973	2,915	-	3,058	3,058	2,700	-	358
22061150-531100	C2418	2023 CAMP HAPPY HEARTS	6,000	-	-	6,000	6,000	2,297	1,024	2,679
		subtotal			***$ -***	***$ 128,531***	***$ 128,531***	***$ 95,402***	***$ 1,024***	***$ 32,106***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 41,826	$ 41,826	$ -	$ -	$ 41,826
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	13,500	13,500	-	-	13,500
		subtotal			***$ -***	***$ 55,326***	***$ 55,326***	***$ -***	***$ -***	***$ 55,326***
		Total			**$ -**	**$ 275,549**	**$ 275,549**	**$ 138,182**	**$ 1,024**	**$ 136,343**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Public Safety										
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,260	-	$ -	$ 22,260	$ 22,260	$ 22,259		$ 1
		subtotal			***$ -***	***$ 22,260***	***$ 22,260***	***$ 22,259***		***$ 1***
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	6,555,581	5,879,264	$ -	$ 676,317	$ 676,317	$ 1,513,832		$ (837,515)
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,001	6,097	-	993,904	993,904	281,592		712,312
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT	247,158	191,698	-	55,460	55,460	55,460		0
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
		subtotal			***$ -***	***$ 2,225,681***	***$ 2,225,681***	***$ 1,850,884***		***$ 374,797***
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	150,000	75,000	$ -	$ 75,000	$ 75,000	$ -		$ 75,000
		subtotal			***$ -***	***$ 75,000***	***$ 75,000***	***$ -***		***$ 75,000***
Community & Economic Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,001	1,123,758	$ -	$ 543,243	$ 543,243	$ 543,242		$ 1
		subtotal			***$ -***	***$ 543,243***	***$ 543,243***	***$ 543,242***		***$ 1***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 2,080		$ (2,080)
34090200-362000		REALIZED GAIN/LOSS			-	-	-	(2,164)		2,164
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	3,564		(3,564)
34090200-395000		CARRYFORWARD FUND BALANCE			-	(352,807)	(352,807)			(352,807)
		subtotal			***$ -***	***$ (352,807)***	***$ (352,807)***	***$ 3,479***		***$ (356,286)***
		Total			**$ -**	**$ 2,513,377**	**$ 2,513,377**	**$ 2,419,865**		**$ 93,512**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
Public Safety										
34031150-542100	C2246	HOMELAND SECURITY GRANT	22,259	22,259	$ -	$ -	$ -	$ -	$ -	$ -
		subtotal			***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
Public Works										
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	6,555,582	5,879,265	$ -	$ 676,317	$ 676,317	$ 676,317	$ -	$ 0
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	114,826	-	885,174	885,174	289,616	47,120	548,438
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT	191,698	136,238	-	55,460	55,460	55,460	-	0
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	500,000	-	-
		subtotal			***$ -***	***$ 2,116,951***	***$ 2,116,951***	***$ 1,521,392***	***$ 47,120***	***$ 548,439***
Recreation, Parks & Cultural Services										
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	$ -	$ 75,000	$ 75,000	$ -	$ -	$ 75,000
		subtotal			***$ -***	***$ 75,000***	***$ 75,000***	***$ -***	***$ -***	***$ 75,000***
Community & Economic Development										
34074150-541410	C2107	NORTH POINT PKWY IMP	1,978,081	1,737,467	$ -	$ 240,614	$ 240,614	$ 240,613	$ -	$ 1
		subtotal			***$ -***	***$ 240,614***	***$ 240,614***	***$ 240,613***	***$ -***	***$ 1***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ 80,812	$ 80,812	$ -	$ -	$ 80,812
		subtotal			***$ -***	***$ 80,812***	***$ 80,812***	***$ -***	***$ -***	***$ 80,812***
		Total			**$ -**	**$ 2,513,377**	**$ 2,513,377**	**$ 1,762,005**	**$ 47,120**	**$ 704,252**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	$ -	$ 241,538	$ 241,538	$ -		$ 241,538
30141100-336000	C1410	RUCKER RD WATERLINE	1,562,603.88	1,459,844.88	-	102,759	102,759	102,757		2
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784.00	5,544,518.00	-	602,266	602,266	602,265		1
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	421,466		8,534
30141100-336000	C2400	CEMETERY RETAINING WALL	2,500	-	-	2,500	2,500	2,500		-
30161150-371000	C1929	COMM AG PROGRAM	102,486	81,348	-	21,138	21,138	21,177		(39)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	55,498	38,700	-	16,798	16,798	22,398		(5,600)
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	184,675	7,628	-	177,047	177,047	187,247		(10,200)
30161150-371000	C2413	WBP DUGOUT EXPANSION	18,925	-	-	18,925	18,925	18,925		-
30161150-371000	C2415	PUBLIC ART FUND (CITY LOC)	20,000	-	-	20,000	20,000	20,000		-
30161150-371000	C2419	WEBB BRIDGE PARK DOG PARK	50,000	-	-	50,000	50,000	50,000		-
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA	65,000	-	-	65,000	65,000	-		65,000
30174150-337000	C0910	TREE REPLACEMENT FUND	362,250	-	-	362,250	362,250	417,450		(55,200)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	37,500		-
30174150-336000	C1538	ARTS CENTER FEASIBILITY STUDY	17,500	-	-	17,500	17,500	17,500		-
		subtotal			***$ -***	***$ 2,499,146***	***$ 2,499,146***	***$ 1,921,185***		***$ 577,961***
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			$ 1,500,000	$ 9,713,866	$ 11,213,866	$ -		$ 11,213,866
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			10,597,818	1,795,000	12,392,818	12,392,818		-
30190200-362000		REALIZED GAIN/LOSS			-	-	-	(56,210)		56,210
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	108,127		(108,127)
30190200-361000		INTEREST EARNINGS			150,000	275,000	425,000	503,003		(78,003)
		subtotal			***$ 12,247,818***	***$ 11,783,866***	***$ 24,031,684***	***$ 12,947,739***		***$ 11,083,945***
		Total			**$ 12,247,818**	**$ 14,283,012**	**$ 26,530,830**	**$ 14,868,924**		**$ 11,661,906**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	3,560	$ -	$ 141,440	$ 141,440	$ 1,350	$ 83,910	$ 56,180
		subtotal			***$ -***	***$ 141,440***	***$ 141,440***	***$ 1,350***	***$ 83,910***	***$ 56,180***
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	362,163	356,279	$ -	$ 5,884	$ 5,884	$ 2,271	$ 3,612	$ 0
		subtotal			***$ -***	***$ 5,884***	***$ 5,884***	***$ 2,271***	***$ 3,612***	***$ 0***
Information Technology										
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210	$ -	$ 563,469	$ 563,469	$ 246,858	$ 10,968	$ 305,643
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,502,370	3,042,127	390,000	70,243	460,243	215,106	99,686	145,452
30117400-542400	C1519	WIRELESS ACCESS POINTS	50,000	-	50,000	-	50,000	-	-	50,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	128,749	-	271,396	271,396	-	20,000	251,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	31,883	-	268,118	268,118	254,254	-	13,864
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	-	35,500	14,500
		subtotal			***$ 440,000***	***$ 1,244,282***	***$ 1,684,282***	***$ 716,217***	***$ 166,154***	***$ 801,911***
Human Resources										
30118450-542400+	C1222	RECORDS MANAGEMENT	31,260	22,934	$ -	$ 8,326	$ 8,326	$ 8,323	$ -	$ 3
		subtotal			***$ -***	***$ 8,326***	***$ 8,326***	***$ 8,323***	***$ -***	***$ 3***
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	35,700	$ -	$ 3,900	$ 3,900	$ -	$ 3,900	$ -
		subtotal			***$ -***	***$ 3,900***	***$ 3,900***	***$ -***	***$ 3,900***	***$ -***

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,890,846	6,202,954	$ 1,875,000	$ 1,812,892	$ 3,687,892	$ 2,570,202	$ 1,088,728	$ 28,963
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,376,082	-	137,843	137,843	106,077	-	31,766
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	198,250	-	294,281	294,281	-	-	294,281
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,060	307,799	-	92,261	92,261	67,435	15,578	9,248
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	9,196	-	10,804	10,804	10,804	-	-
30131150-542100	C2207	LUCAS DEVICES	6,058	-	-	6,058	6,058	5,985		73
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,871	38,391	-	5,480	5,480	3,290	-	2,190
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	374,223	-	1,875,778	1,875,778	520,664	1,335,263	19,851
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,501	17,168	-	432,333	432,333	280,895	137,772	13,665
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,000	-	225,000	75,000	300,000	98,413	2,438	199,150
30131150-542400	C2406	REAL TIME CRIME CENTER	128,900	-	128,900	-	128,900	8,776	-	120,124
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	66,000	-	66,000	-	66,000	46,903	14,864	4,233
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1
		subtotal			***$ 2,294,900***	***$ 4,984,268***	***$ 7,279,168***	***$ 3,719,443***	***$ 2,836,180***	***$ 723,545***
Public Works										
30141100-541200	C0910	TREE REPLACEMENT FUND	$ 2,010,401	$ 1,488,131	$ -	$ 522,270	$ 522,270	$ 27,020	$ 31,055	$ 464,195
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	493,726	227,923	-	265,803	265,803	17,446	14,713	233,644
30141100-541410	C1207	BRIDGE MAINTENANCE	865,212	406,488	200,000	258,724	458,724	315,552	127,200	15,972
30141100-541410	C1215	STRIPING & SIGNAGE	2,264,665	2,013,199	250,000	1,466	251,466	163,373	48,423	39,670
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,585	513,116	-	40,469	40,469	40,469	-	0
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	904,267	804,267	100,000	-	100,000	69,334	13,832	16,834
30141100-541410	C1219	MILLING AND RESURFACING	26,962,647	24,017,647	3,120,000	(175,000)	2,945,000	2,256,735	591,114	97,151
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	1,087,079	980,278	100,000	6,801	106,801	60,129	46,639	33
30141100-541410	C1221	DESIGN SERVICES	1,018,300	894,867	75,000	48,433	123,433	59,248	10,355	53,830
30141100-542200	C1223	FLEET REPLACEMENT	1,672,223	1,334,068	190,000	148,155	338,155	150,407	172,280	15,468
30141100-541300	C1229	FACILITY ROOF REPAIR/REPLACE	325,000	-	325,000	-	325,000	325,000	-	-
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,374,771	1,072,093	152,000	150,678	302,678	74,651	55,977	172,050

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541420	C1801	SIDEWALK MAINTENANCE & REPAIR	100,000	-	-	100,000	100,000	17,670	11,614	70,716
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,374	203,793	-	13,581	13,581	-	-	13,581
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	550,001	429,468	100,000	20,533	120,533	94,477	17,004	9,052
30141100-541300	C1902	FIRE STATION RENOVATIONS	435,003	419,519	-	15,484	15,484	3,300	-	12,184
30141100-541300	C1904	PW HQ RENOVATIONS	178,038	157,586	-	20,452	20,452	20,452	-	-
30141100-541300	C1906	CITY HALL RENOVATIONS	25,000	-	25,000	-	25,000	25,000	-	-
30141100-541300	C2003	HVAC REPLACEMENTS	391,730	291,730	100,000	-	100,000	100,000	-	-
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,002	98,846	-	71,156	71,156	8,907	-	62,249
30141100-541410	C2048	STREETLIGHT MAINTENANCE	349,079	203,862	80,000	65,217	145,217	64,836	-	80,381
30141100-541500	C2050	REC FACILITY MAINTENANCE	155,000	128,146	-	26,854	26,854	7,792	-	19,062
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	181,308	58,383	25,000	97,925	122,925	100,735	15,490	6,700
30141100-541410	C2104	WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	24,570	309,355	-
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	430,001	306,250	-	123,751	123,751	115,216	8,534	1
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,000	37,016	-	327,984	327,984	31,429	48,413	248,142
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	188,272	30,686	-	157,586	157,586	2,251	-	155,335
30141100-541410	C2315	LOCAL ROADS SAFETY ACTION PLAN	199,778	140,710	-	59,068	59,068	59,068	-	0
30141100-541200	C2400	CEMETERY RETAINING WALL	16,071	-	16,000	71	16,071	16,071	-	0
30141100-544200	C2408	WEBB BRIDGE PARK SEWER	491,157	180	437,500	53,477	490,977	52,714	438,263	-
30141100-541200	C2409	SR9 LANDSCAPING	350,000	-	350,000	-	350,000	-	-	350,000
30141100-542100	C2410	WINTER WEATHER EQUIPMENT	65,000	-	65,000	-	65,000	-	-	65,000
30141100-541410	C2425	WATERS RD BRIDGE (GDOT)	100,000	-	-	100,000	100,000	100,000	-	-
		subtotal			***$ 5,710,500***	***$ 2,854,863***	***$ 8,565,363***	***$ 4,403,851***	***$ 1,960,261***	***$ 2,201,251***
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	1,505,429	1,005,429	$ 500,000	$ -	$ 500,000	$ 16,200	$ 483,800	$ -
30161150-541200	C1210	TREE REMOVAL			200,000	58,667	258,667	196,840	53,265	8,562
30161150-541500	C1221	DESIGN SERVICES	214,224	209,396	-	4,828	4,828	3,250	335	1,243
30161150-541300	C1229	FACILITY ROOF REPAIR	680,411	485,411	195,000	-	195,000	189,484	-	5,516
30161150-542200	C1232	FLEET	434,010	202,662	-	231,348	231,348	231,347	-	1
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	968,787	758,226	153,000	57,561	210,561	127,341	-	83,220
30161150-541500	C1424	WILL PARK POOL EXPANSION	59,000	55,700	-	3,300	3,300	3,300	-	-

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614	THE STORIES PROJECT	85,000	31,065	-	53,935	53,935	23,500	23,500	6,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	839,751	394,219	260,100	185,432	445,532	7,948	8,689	428,896
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	846,212	731,552	90,000	24,660	114,660	70,343	33,194	11,123
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	688,640	288,640	250,000	150,000	400,000	-	400,000	-
30161150-544100	C1807	PUBLIC ARTS PROGRAM	286,000	202,550	55,000	28,450	83,450	59,790	250	23,410
30161150-521200	C1926	NORTHSIDE MOU (PARKS)	11,400	4,625	-	6,775	6,775	6,775	-	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	149,903	118,365	-	31,538	31,538	20,626	-	10,912
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	102,490	40,530	-	61,960	61,960	29,460	-	32,500
30161150-541500	C2010	PARK ENHANCEMENTS	642,977	615,658	-	27,319	27,319	15,970	8,398	2,951
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	29,500	-	220,500	220,500	207,921	-	12,579
30161150-541500	C2051	FOUNTAIN MAINTENANCE	86,306	36,306	50,000	-	50,000	39,850	-	10,150
30161150-541500	C2202	ATHLETIC COURTS RESURFACING	198,433	68,368	100,000	30,065	130,065	86,102	-	43,963
30161150-541500	C2217	MID-BROADWELL PARK	52,081	-	-	52,081	52,081	51,840	241	-
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	200,000	-	-	200,000	200,000	103,655	5,000	91,345
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	184,675	-	-	184,675	184,675	6,567	-	178,108
30161150-541500	C2316	GREENWAY BOARDWALK REPLACEMENT	75,000	-	-	75,000	75,000	1,158	-	73,842
30161150-541500	C2411	PARK TRAIL MAINTENANCE	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,000	-	30,000	-	30,000	-	30,000	-
30161150-541500	C2413	WBP DUGOUT EXPANSION	30,425	-	11,500	18,925	30,425	30,425	-	-
30161150-544100	C2415	PUBLIC ART FUND (CITY LOCATIONS)	20,000	-	-	20,000	20,000	-	-	20,000
30161150-541500	C2419	WEBB BRIDGE PARK DOG PARK	50,000	-	-	50,000	50,000	45,215	4,785	-
30161150-541500	C2426	MAYFIELD PARK - MILTON IGA	130,000	-	-	130,000	130,000	-	-	130,000
		subtotal			***$ 2,094,600***	***$ 2,011,880***	***$ 4,106,480***	***$ 1,574,908***	***$ 1,051,456***	***$ 1,480,116***

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	297,748	$ -	$ 279,001	$ 279,001	$ 18,000	$ -	$ 261,001
30174150-544100	C0924	ECONOMIC DEVELOPMENT PLAN	107,640	92,500	-	15,140	15,140	15,140	-	-
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	245,760	202,010	-	43,750	43,750	-	-	43,750
30174150-542200	C1433	FLEET REPLACEMENT	90,034	59,932	40,000	(9,898)	30,102	30,102	-	1
30174150-544100	C1538	ARTS CENTER FEASIBILITY STUDY	35,000	-		35,000	35,000	35,000	-	-
30174150-541410	C1603	DESIGN SERVICES	587,204	473,611	61,200	52,393	113,593	12,063	33,019	68,511
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	6,548	-	6,459
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	-	-	59,300
30174150-521200	C2401	NORTH POINT FRAMEWORK PLAN	200,000	-	200,000	-	200,000	-	199,608	392
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	-	12,700	-	12,700	6,350	6,350	-
30174150-544100	C2403	SOUTH MAIN DISTRICT	50,000	-	50,000	-	50,000	21,207	31,793	(3,000)
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	75,000	-	75,000	-	75,000	-	-	75,000
30174150-542200	C2405	LAND DEV INSPECTOR EQUIPMENT	29,906	-	45,000	(15,094)	29,906	29,906	-	0
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	-	40,000	-	40,000	-	-	40,000
		subtotal			***$ 523,900***	***$ 472,599***	***$ 996,499***	***$ 174,315***	***$ 270,770***	***$ 551,413***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 1,183,918	$ 2,279,570	$ 3,463,488	$ -	$ -	$ 3,463,488
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	276,000	276,000	-	-	276,000
		subtotal			***$ 1,183,918***	***$ 2,555,570***	***$ 3,739,488***	***$ -***	***$ -***	***$ 3,739,488***
		Total			**$ 12,247,818**	**$ 14,283,012**	**$ 26,530,830**	**$ 10,600,678**	**$ 6,376,244**	**9,553,908**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of June 30, 2024

Account #	Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS			$ 50,000	$ 120,000	$ 170,000	$ 190,056		$ (20,056)
30290200-362000	REALIZED GAIN/LOSS INV			-	-	-	(21,085)		21,085
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	38,617		(38,617)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			3,950,000	-	3,950,000	3,950,000		-
30290200-395000	CARRYFORWARD FUND BALANCE			-	4,737,937	4,737,937	-		4,737,937
	subtotal			***$ 4,000,000***	***$ 4,857,937***	***$ 8,857,937***	***$ 4,157,588***		***$ 4,700,349***
	Total			**$ 4,000,000**	**$ 4,857,937**	**$ 8,857,937**	**$ 4,157,588**		**$ 4,700,349**
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,004,490	788,796	$ -	$ 215,694	$ 215,694	$ 211,986	$ 3,708	$ 0
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	15,166,331	7,349,440	4,000,000	3,816,891	7,816,891	2,148,293	2,057,624	3,610,975
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	253,233	252,993	-	240	240	240	-	-
30241100-541430 C2423	DOUGLAS ROAD DRAINAGE	417,113	-	-	417,113	417,113	11,700	-	405,413
30241100-541430 C2428	HARRIS ROAD DRAINAGE	122,595	-	-	122,595	122,595	-	122,595	-
	subtotal			***$ 4,000,000***	***$ 4,572,533***	***$ 8,572,533***	***$ 2,372,219***	***$ 2,183,927***	***$ 4,016,388***
Non-Departmental									
30290200-579000	NON-ALLOCATED			$ -	$ 285,404	$ 285,404	$ -	$ -	$ 285,404
	subtotal			***$ -***	***$ 285,404***	***$ 285,404***	***$ -***	***$ -***	***$ 285,404***
	Total			**$ 4,000,000**	**$ 4,857,937**	**$ 8,857,937**	**$ 2,372,219**	**$ 2,183,927**	**$ 4,301,792**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
As of June 30, 2024

Account #	Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	3,905,852	$ -	$ 2,738,659	$ 2,738,659	$ 2,738,659		$ -
	Total			**$ -**	**$ 2,738,659**	**$ 2,738,659**	**$ 2,738,659**		**$ -**
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,350,998	1,175,959	$ -	$ 175,039	$ 175,039	$ 175,039	$ -	$ -
30341100-541430 C1308	PIPE/STORM STRUCTURE REPL.	2,144,510	1,811,716	-	332,794	332,794	332,794	-	-
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,224,001	655,690	-	568,311	568,311	568,311	-	-
	subtotal			***$ -***	***$ 1,076,144***	***$ 1,076,144***	***$ 1,076,144***	***$ -***	***$ -***
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	87,519	76,019	$ -	$ 11,500	$ 11,500	$ 11,500	$ -	$ -
30361150-541500 C2316	GREENWAY BOARDWALK REPL.	1,837,483	186,468	-	1,651,015	1,651,015	1,651,015	-	-
	subtotal			***$ -***	***$ 1,662,515***	***$ 1,662,515***	***$ 1,662,515***	***$ -***	***$ -***
Non-Departmental									
30390200-579000	NON-ALLOCATED			$ -	$ -	$ -	$ -	$ -	$ -
	subtotal			***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	Total			**$ -**	**$ 2,738,659**	**$ 2,738,659**	**$ 2,738,659**	**$ -**	**$ -**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2017 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
31890200-361000		INTEREST EARNINGS			$ -	$ 1,400,000	$ 1,400,000	$ 1,540,005		$ (140,005)
31890200-395000		CARRYFORWARD FUND BALANCE			-	28,451,393	28,451,393	-		28,451,393
		subtotal			***$ -***	***$ 29,851,393***	***$ 29,851,393***	***$ 1,540,005***		***$ 28,311,388***
		Total			**$ -**	**$ 29,851,393**	**$ 29,851,393**	**$ 1,540,005**		**$ 28,311,388**
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,542,698	42,698	$ -	$ 7,500,000	$ 7,500,000	$ -	$ -	$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,405,386	448,084	-	957,302	957,302	4,899	763	951,640
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,386,980	792,366	-	4,594,614	4,594,614	207,454	851,539	3,535,621
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	6,062,644	778,257	-	5,284,387	5,284,387	349,145	58,591	4,876,652
31861150-541500	C2216	UNION HILL PARK	3,303,690	444,966	-	2,858,724	2,858,724	190,491	100,638	2,567,595
31861150-541500	C2217	MID-BROADWELL PARK	836,296	389,984	-	446,312	446,312	440,775	499	5,038
31861150-541500	C2218	OLD RUCKER PARK	3,030,570	366,865	-	2,663,705	2,663,705	56,831	17,269	2,589,605
31861150-541500	C2219	FARMHOUSE PARK	2,224,706	255,276	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,256,501	224,706	-	1,031,795	1,031,795	1,031,795	-	-
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-		-	-
31890200-579000		PARKS RESERVE	2,913,673	368,549	-	2,545,124	2,545,124	-	-	2,545,124
31890200-584000		DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
		Total			**$ -**	**$ 29,851,393**	**$ 29,851,393**	**$ 2,281,390**	**$ 1,029,298**	**$ 26,540,705**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2017-FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000		CARRYFORWARD FUND BALANCE			$ -	$ 35,292,260	$ 35,292,260			$ 35,292,260
33541100-361000		INTEREST EARNINGS			-	1,650,000	1,650,000	1,887,131		(237,131)
		Total			**$ -**	**$ 36,942,260**	**$ 36,942,260**	**$ 1,887,131**		**$ 35,055,129**
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	2,000,000	$ -	$ -	$ -	$ -	$ -	$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	763,569	-	4,262,845	4,262,845	464,773	-	3,798,072
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,359,742	1,123,462	-	236,280	236,280	87,098	148,097	1,085
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	5,579,474	2,498,615	-	3,080,859	3,080,859	261,030	841,553	1,978,277
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	2,120,286	-	2,765,715	2,765,715	691,429	2,074,286	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,472	692,472	-	-	-	-	-	-
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	233,300	-	2,339,700	2,339,700	15,396	43,000	2,281,304
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDABOUT-PARK)	6,000,001	1,244,331	-	4,755,670	4,755,670	1,822,248	1,577,129	1,356,293
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDABOUT)	17,000,001	1,021,567	-	15,978,434	15,978,434	789,175	14,522,239	667,020
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000		CONTINGENCY			-	3,522,757	3,522,757	-	-	3,522,757
		Total			**$ -**	**$ 36,942,260**	**$ 36,942,260**	**$ 4,131,149**	**$ 19,206,302**	**$ 13,604,809**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2017-FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33690200-313400		TSPLOST II			$ -	$ 33,793,672	$ 33,793,672	$ 13,636,656		$ 20,157,016
33641100-361000		INTEREST EARNINGS			-	690,000	690,000	788,558		(98,558)
33690200-395000		CARRYFORWARD FUND BALANCE			-	13,545,437	13,545,437	-		13,545,437
		Total			**$ -**	**$ 48,029,109**	**$ 48,029,109**	**$ 14,425,213**		**$ 33,603,896**
Expenditures										
33641100-541410	C1713	KIMBALL BR RD GAP	500,000	-	$ -	$ 500,000	$ 500,000	$ 21,892	$ -	$ 478,108
33641100-541410	C2040	TRADEWINDS PARKWAY	3,500,000	10,715	-	3,489,285	3,489,285	426,300	-	3,062,985
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,001	2,065,944	-	10,934,057	10,934,057	3,385,323	4,451,424	3,097,309
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	28,393	-	9,971,607	9,971,607	125,220	584,686	9,261,701
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	18,537	18,537	-	-	-	-	-	-
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	208,128	208,128	-	-	-		-	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	16,925	-	333,076	333,076	64,160	77,675	191,240
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	23,434	-	726,567	726,567	14,627	80,639	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,001	394,995	-	3,605,006	3,605,006	211,171	487,901	2,905,933
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-		-	-
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-		-	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	6	-	4,757,520	4,757,520	300	-	4,757,220
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,001	1,919,004	-	10,080,997	10,080,997	9,168,781	85,038	827,179
33641100-541410	C2427	DRYDEN RD EXTENSION	3,000,000	-	-	3,000,000	3,000,000	98	-	2,999,902
33690200-579000		CONTINGENCY	630,994	-	-	630,994	630,994	-	-	630,994
		Total			**$ -**	**$ 48,029,109**	**$ 48,029,109**	**$ 13,417,872**	**$ 5,767,364**	**$ 28,843,873**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27074110-341321		IMPACT FEES STREETS & HIGHWAYS			$ -	$ 151,000	$ 151,000	$ 606,084		$ (455,084)
27074110-341323		IMPACT FEES RECREATION & PARKS			-	280,057	280,057	1,028,868		(748,811)
27074110-341324		IMPACT FEES PUBLIC SAFETY			-	16,000	16,000	63,542		(47,542)
27074110-362000		REALIZED GAIN/LOSS			-	-	-	(15,765)		15,765
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	29,844		(29,844)
27074110-395000		CARRYFORWARD FUND BALANCE			-	3,712,044	3,712,044	-		3,712,044
27074110-361000		INTEREST EARNINGS			-	-	-	140,232		(140,232)
		Total			**$ -**	**$ 4,159,101**	**$ 4,159,101**	**$ 1,852,805**		**$ 2,306,296**
Expenditures										
Public Works										
27041100-541410	C1410	RUCKER RD CORRIDOR	1,002,553	991,047	$ -	$ 11,506	11,506	$ -	$ 11,400	$ 106
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	1,540,000	1,533,350	-	6,650	6,650	-	-	6,650
		subtotal			***$ -***	***$ 1,268,156***	***$ 1,268,156***	***$ -***	***$ 11,400***	***$ 1,256,756***
Recreation, Parks & Cultural Services										
27061150-541500	C2011	WILLS PARK MASTER PLAN	328,634	21,930	$ -	$ 306,704	$ 306,704	$ -	$ -	$ 306,704
27061150-541410	C2113	ENCORE GREENWAY GATEWAY	2,000,000	27,480	-	1,972,520	1,972,520	-	-	1,972,520
		subtotal			***$ -***	***$ 2,279,224***	***$ 2,279,224***	***$ -***	***$ -***	***$ 2,279,224***
Non-Departmental										
27074110-521200		PROFESSIONAL SERVICES			$ -	$ 37,525	$ 37,525	$ -	$ 37,525	$ -
27074110-579001		NON-ALLOCATED STREETS & HIGHWAYS			-	178,367	178,367	-	-	178,367
27074110-579002		NON-ALLOCATED PARKS				231,000	231,000	-	-	231,000
27074110-579003		NON-ALLOCATED PUBLIC SAFETY			-	164,829	164,829	-	-	164,829
		subtotal			***$ -***	***$ 611,721***	***$ 611,721***	***$ -***	***$ 37,525***	***$ 574,196***
		Total			**$ -**	**$ 4,159,101**	**$ 4,159,101**	**$ -**	**$ 48,925**	**$ 4,110,176**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
As of June 30, 2024

Account #		Project	Project Snapshot: FY2013 - FY2023 Total Project Authorization	Prior Year Actuals	FY 2024 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27590150-314100		HOTEL/MOTEL TAXES			$ 9,550,000	$ -	$ 9,550,000	$ 8,209,898		$ 1,340,102
27590150-319201		PEALTY/INT HOTEL/MOTEL TAX			-	-	-	3,150		(3,150)
27590150-362000		REALIZED GAIN/LOSS			-	-	-	(5,549)		5,549
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	8,773		(8,773)
27590150-361000		INTEREST EARNINGS			-	-	-	51,172		(51,172)
		subtotal			***$ 9,550,000***	***$ -***	***$ 9,550,000***	***$ 8,267,445***		***$ 1,282,555***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE			$ -	$ 962,046	$ 962,046	$ -		$ 962,046
		subtotal			***$ -***	***$ 962,046***	***$ 962,046***	***$ -***		***$ 962,046***
		Total			**$ 9,550,000**	**$ 962,046**	**$ 10,512,046**	**$ 8,267,445**		**$ 2,244,601**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	34,900,129	30,722,004	$ 4,178,125	$ -	$ 4,178,125	$ 3,593,209	$ -	$ 584,916
		subtotal			***$ 4,178,125***	***$ -***	***$ 4,178,125***	***$ 3,593,209***	***$ -***	***$ 584,916***
City of Alpharetta										
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	30,313,108	26,731,858	3,581,250	-	3,581,250	3,079,893	-	501,357
		subtotal			***$ 3,581,250***	***$ -***	***$ 3,581,250***	***$ 3,079,893***	***$ -***	***$ 501,357***
Tourism Product Development										
27590150-521200		PROFESSIONAL SERVICES	41,570	36,070	$ 5,500	$ -	$ 5,500	$ 6,065	$ -	$ (565)
27590150-579006		DEBT SERVICE RESERVE	28,071,246	26,731,858	392,412	946,976	1,339,388	-	-	1,339,388
27590450-541500	C2011	WILLS PARK MASTER PLAN	751,892	736,822	-	15,070	15,070	-	-	15,070
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	8,238,654	7,528,654	710,000	-	710,000	710,000	-	-
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	6,026,367	5,343,654	682,713	-	682,713	682,713	-	1
		subtotal			***$ 1,790,625***	***$ 962,046***	***$ 2,752,671***	***$ 1,398,778***	***$ -***	***$ 1,353,894***
		Total			**$ 9,550,000**	**$ 962,046**	**$ 10,512,046**	**$ 8,071,879**	**$ -**	**$ 2,440,167**



OTHER REPORTS

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended June 30, 2024

Vendor	Description	Department	$ Amount
4905 NORTH POINT LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 68,024.34
A T & T	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 10,350.00
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,966.99
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,386.62
ADP LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 6,447.59
AECOM TECHNICAL SERVICES	DESIGN BUILD SERVICES - PI 0019211 (NP ALPHALINK (ARC/LCI GRANT))	Public Works	$ 11,487.55
AIMS COMPANIES	SW PIPE & STRUCTURE R&M	Public Works	$ 21,700.00
AIMS COMPANIES	SW PIPE & STRUCTURE R&M	Public Works	$ 24,582.50
AIMS COMPANIES	SW PIPE & STRUCTURE R&M	Public Works	$ 44,945.00
ALCALDE & FAY LTD	LOBBY SERVICES	City Administration	$ 5,071.14
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	$ 456,007.36
ALLIED WASTE SERVICES	WASTE MANAGEMENT SERVICES	Finance	$ 11,721.56
ALPHARETTA CONVENTION & VISITORS BUREAU	TAX ALLOCATION FOR MAY FY24 OCCUPANCY	General Government	$ 338,541.76
AMAZON COM SERVICES	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 7,709.37
AMERICAN COACH LINES	CHARTERING SERVICES FOR AIRCRAFT, BOATS, BUSES	Rec., Parks & Cultural Services	$ 6,402.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 10,185.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 10,185.00
AMERICAN FACILITY	CLEANING OF ROADSIDE PARK (REST STOP) AREAS INCLUD	Rec., Parks & Cultural Services	$ 26,318.50
ARTS ALPHARETTA	PUBLIC ART ON-LOAN PROGRAM	Rec., Parks & Cultural Services	$ 6,975.00
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	$ 17,190.41
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES (OMP & WW PKWY)	Public Works	$ 18,434.64
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES (NP ALPHALINK, OMP, NPP)	Public Works	$ 25,396.79
ATKINS NORTH AMERICA	CONSTRUCTION MANAGEMENT SERVICES (ALPHALOOP (OMP-NORTHWINDS))	Public Works	$ 62,300.42
ATLANTA SWIM ASSOC.	FEES, TOURNAMENT	Rec., Parks & Cultural Services	$ 5,808.00
ATRIA MANAGEMENT COM	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 12,348.93
AVANA NORTH POINT OP	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 6,900.00
BELMONT AT PARK BRIDGE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 46,627.44
BLOUNT CONSTRUCTION	PAVING/RESURFACING, STREET (MAJOR AND RESIDENTIAL)	Public Works	$ 777,950.00
BOF II GA BROOKSIDE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 20,404.91
BUILDING MANAGEMENT	WEATHER AND WATERPROOFING MAINTENANCE AND REPAIR	Public Works	$ 6,000.00

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended June 30, 2024

Vendor	Description	Department	$ Amount
CARAHSOFT TECHNOLOGY	SOFTWARE MAINTENANCE/SUPPORT	Information Technology	$ 11,395.44
CITY OF MILTON	LEASE-COURTROOM IGA-JUNE 2024	Municipal Court	$ 6,775.00
COLUMBIA ENGINEERING	DESIGNING SERVICES	Public Works	$ 27,934.00
COLUMBIA ENGINEERING	DESIGNING SERVICES (NORTH POINT PKWY IMP)	Public Works	$ 90,321.00
CONCENTRA MEDICAL	RAPID MCUP	Human Resources	$ 5,397.00
CORELOGIC COMMERCIAL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 11,480.91
CORELOGIC COMMERCIAL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 5,699.63
CORNERSTONE ENTERPRISE	CONSTRUCTION, SIDEWALK AND DRIVEWAY	Public Works	$ 11,110.00
CORPORATE BILLING	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 53,817.32
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 24,292.23
CSTE INC	CONSTRUCTION, CURB AND GUTTER	Public Works	$ 28,760.20
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 5,660.17
DANA SAFETY SUPPLY	AUTOMOBILES, POLICE AND SECURITY EQUIPPED	Public Safety	$ 21,183.06
DEERFIELD OFFICE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,481.52
DEERFIELD OFFICE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,273.83
DIAMONDROCK HOSPITAL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 14,654.68
F7 NWO LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 8,213.99
F7 NWO LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,105.24
FEDERAL EASTERN INTERNATIONAL LLC	POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS)	Public Safety	$ 23,000.00
FIVE OAKS FENCE COMP	FENCE INSTALLATION, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	$ 8,126.00
FULTON COUNTY BOARD OF COMMISSIONERS	LVAP MAY 2024	Public Safety	$ 7,270.58
FULTON COUNTY BOARD OF EDUCATION	MAY FUEL PURCHASES	Various Departments	$ 49,892.05
FULTON COUNTY SHERIF	INMATE SERVICES	Public Safety	$ 9,420.00
GA SUPERIOR COURT CLERK'S CO-OP AUTHORITY	GSCCA MAY 2024	Public Safety	$ 32,620.94
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	$ 10,215.62
GARLAND DBS INC	ROOF REPAIR/REPLACEMENT	Various Departments	$ 465,075.00
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION, STREET (WBR PH4 (NPP-GREENWAY))	Public Works	$ 64,886.09
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 15,517.80
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY	GIRMA SEMI-ANNUAL PAYMENT	Public Safety	$ 7,000.56
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	$ 197,073.62

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended June 30, 2024

Vendor	Description	Department	$ Amount
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	$ 7,802.85
GREATER NORTH FULTON	ADVERTISING/PUBLIC RELATIONS (INCL. SKYWRITING)	Community Development	$ 5,000.00
GREENTREE BEDDING	BAGS, BEDDING	Rec., Parks & Cultural Services	$ 5,770.80
GREENTREE BEDDING	BAGS, BEDDING	Rec., Parks & Cultural Services	$ 5,770.80
GREENTREE BEDDING	BAGS, BEDDING	Rec., Parks & Cultural Services	$ 5,770.80
H&M ALPHARETTA LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,292.00
HIGHWAY MARKINGS LLC	PAVEMENT MARKING SERVICES	Public Works	$ 44,957.70
INLINER SOLUTIONS, LLC	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	$ 202,362.17
INLINER SOLUTIONS, LLC	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	$ 227,406.71
INTEGRATED CONSTRUCTION	CONSTRUCTION, HIKE AND BIKE TRAIL	Public Works	$ 866,983.95
INTEGRATED CONSTRUCTION	CONSTRUCTION, HIKE AND BIKE TRAIL (ALPHALOOP (OMP-NORTHWINDS))	Public Works	$ 418,139.38
INTEGRATED CONSTRUCTION	RETAINAGE PAYABLE: Contract Withholding: 22-123	General Government	$ 669,298.01
KBS SOR GEORGIA 400	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 17,702.41
KBS SOR GEORGIA 400	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 11,654.79
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	$ 26,736.00
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Public Works	$ 9,960.54
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,241.20
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 10,752.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 33,264.15
LWV TPA GA 400 LLC	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,618.95
MASSANA, INC.	MAINTENANCE AND REPAIR, BRIDGES	Public Works	$ 179,139.90
MEER ELECTRIC	ELECTRICAL SERVICE	Rec., Parks & Cultural Services	$ 7,909.44
MERIDIAN RAPID DEFENCE	TRAFFIC CONES, LANE MARKERS, AND BARRICADES	Rec., Parks & Cultural Services	$ 5,400.00
METRO TRAFIX LLC	TRAFFIC STUDIES AND ANALYSIS SERVICES	Public Works	$ 5,000.00
MOFFATT & NICHOL	DESIGNING SERVICES (MARIETTA ST & WW PKWY)	Public Works	$ 12,330.82
MXI ENVIRONMENTAL	HAZARDOUS MATERIAL AND WASTE SERVICES	Public Works	$ 21,601.69
NORTH POINT RETAIL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 15,525.00
OHMSHIV	CONSTRUCTION, SIDEWALK AND DRIVEWAY (WBR PH3 (GREENWAY-ROUNDABOUT))	Public Works	$ 265,665.18
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	POABF MAY 2024	Public Safety	$ 15,490.17
PRIME CONTRACTORS	RETAINAGE RELEASE (Contract Withholding)	General Government	$ 62,311.26
PYRO SHOWS EAST COAST	FIREWORKS SHOW	Rec., Parks & Cultural Services	$ 17,500.00

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended June 30, 2024

Vendor	Description	Department	$ Amount
QUESTIONMARK CORPORATION	EXAMINATION AND TESTING	Public Safety	$ 6,855.00
RADIANT NORTH POINT	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 18,400.00
REDWOOD DC ASSETTS	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 19,537.12
REXEL USA	STREET LIGHT POLES AND STANDARDS	Public Works	$ 7,515.41
REXEL USA	STREETLIGHT MAINTENANCE	Public Works	$ 17,420.00
RHYTHM N SHOES LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,100.00
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RICK HENDRICK	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Public Safety	$ 54,761.90
RUMMEL, KLEPPER & KAHL, LLP	SW PIPE & STRUCTURE R&M	Public Works	$ 47,470.00
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 57,343.66
RUSSELL LANDSCAPE	TREE PLANTING & LANDSCPNG IMP	Public Works	$ 18,073.79
SAFRAN TRUSTED 4D	MASTER CLOCK SYSTEMS AND PARTS	Public Safety	$ 7,330.00
SAWNEE ELECTRIC MEMB	ELECTRICITY UTILITIES	Various Departments	$ 33,306.86
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	$ 25,741.25
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	$ 25,798.51
SLAM MECHANICAL LLC	FACILITY REPAIR & MAINTENANCE	Public Works	$ 5,549.00
SLAM MECHANICAL LLC	FACILITY REPAIR & MAINTENANCE	Various Departments	$ 5,488.88
SOL CONSTRUCTION LLC	CONSTRUCTION, STREET (WBR PH2 (ROUNDABOUT-PARK)	Public Works	$ 108,423.25
STATE FARM MUTUAL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 14,487.24
STRATCAP DATASPHERE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 110,380.22
STRYKER SALES LLC	CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS	Public Safety	$ 8,925.00
STRYKER SALES LLC	LUCAS DEVICES	Public Safety	$ 5,984.60
SUNBELT TRAFFIC	TRAFFIC RESPONSIVE SYS MAINT	Public Works	$ 17,000.00
SUPERHERO FIRE PROTE	ALARM EQUIPMENT MAINTENANCE/REPAIR (FIRE, ETC.)	Various Departments	$ 16,098.00
SUPERHERO FIRE PROTECTION	ALARM EQUIPMENT MAINTENANCE/REPAIR (FIRE, ETC.)	Various Departments	$ 9,690.00
SUSTAINABLE WATER	SW PIPE & STRUCTURE R&M	Public Works	$ 36,314.00
SYNOVUS TAX APPEAL	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 14,745.07

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended June 30, 2024

Vendor	Description	Department	$ Amount
TEN 8 FIRE & SAFETY	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 5,335.68
TEN 8 FIRE & SAFETY	VEHICLE REPAIR & MAINTENANCE	Public Safety	$ 5,085.02
THE BONNIE MAULDIN GROUP LLC	WEB PAGE DESIGN, MANAGEMENT AND MAINTENANCE SERVICES	Community Development	$ 5,000.00
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Services	$ 17,632.86
TIDWELL TRAFFIC SOLUTIONS	STRIPING STREETS, PARKING FACILITIES, LANE DIVISION	Public Works	$ 25,045.80
TRANSLATELIVE LLC	TRANSLATION EQUIPMENT & SERVICES	Various Departments	$ 7,497.00
TRUIST BANK	JUNE PCARD	General Government	$ 204,918.83
TSO ROYAL CENTRE TWO	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 9,259.11
UNITED PARCEL SERVICE	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 16,342.88
URBAN LAND INSTITUTE	Tech. Assistance Panel for Windward	Development Authority	$ 10,000.00
UTILICOM SUPPLY	TRAFFIC SIGNAL MAINTENANCE AND REPAIR	Public Works	$ 12,862.22
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 16,400.56
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 15,919.12
WADE FORD INC	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Various Departments	$ 176,000.00
WEST CHATHAM WARNING	RADAR INSTRUMENTS, TRAFFIC ENFORCEMENT TYPE	Public Safety	$ 15,175.00
WOOD BRIDGE APARTMENTS	PROPERTY TAX REFUND (VALUATION ADJUSTMENTS, Etc.)	General Government	$ 46,011.27

CITY OF ALPHARETTA

Financial Management Reports

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

for the month ended June 30, 2024

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
24000865	HOWMEDICA OSTEONICS CORP	PUBLIC SAFETY	5,984.60	LUCAS ACCESSORIES
24000868	SOUTHERN HYDRO VAC LLC	PUBLIC WORKS	46,600.00	DOUBLE BOX CULVERT SEDIMENT REMOVAL AT 312 CUMMING ST
24000869	KECK & WOOD INC	PUBLIC WORKS	35,400.00	DESIGN SERVICES FOR DRAINAGE ISSUE AT BETHANY RD AND MAYFIELD RD
24000874	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	9,122.00	HVAC REPLACEMENT AT WOMEN'S RESTROOM AT WILLS PARK BATHOUSE
24000875	RUSSELL LANDSCAPE, LLC	PUBLIC WORKS	11,400.00	LANDSCAPE IMPROVEMENTS ON RUCKER ROAD
24000880	HASLEY RECREATION, INC	REC., PARKS & CULTURAL SVCS	8,398.00	(5) DUMOR 6' BENCHES
24000881	DELL MARKETING LP	INFORMATION TECHNOLOGY	9,334.20	(2) LAPTOPS AND (3) TOWERS
24000882	20/20 GENESYSTEMS INC	PUBLIC SAFETY	11,370.00	ANNUAL FIREFIGHTER CANCER SCREENING
24000883	FIVE OAKS FENCE COMPANY INC	REC., PARKS & CULTURAL SVCS	19,344.00	FENCE INSTALLATION AT WATERS RD PARK
24000884	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	9,186.00	HVAC REPLACEMENT AT ADULT ACTIVITY CENTER
24000887	ULINE INC	REC., PARKS & CULTURAL SVCS	9,325.50	(16) 6' BENCHES FOR NORTH PARK TENNIS AND PICKLEBALL COURTS
24000888	THE F. A. BARTLETT TREE EXPERT COMPANY	PUBLIC WORKS	6,663.50	TREE AND SHRUB REMOVAL AT 230 LEAFWING CT
24000889	TIOMAN CONSTRUCTION	PUBLIC WORKS	47,913.00	ROADWAY STRIPING AT MULTIPLE LOCATIONS
24000902	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	7,864.00	TREE SERVICES AT LOG CABIN

City of Alpharetta
Balance Sheet
Governmental Funds
June 30, 2024

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	$ 38,192,040	$ 15,509,766	$ 601,669	$ 27,710,008	$ 33,196,552	$ 14,788,833	$ 16,224,508	$ 146,223,377
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	762,752	-	-	-	-	-	-	762,752
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	1,421	1,421
Accounts		-	-	-	-	-	129,049	129,049
Due from Other Funds	236,732	-	-	-	-	-	15,920	252,652
Intergovernmental Receivable	24,126	88,342	35,275	-	-	2,733	-	150,476
Cash - Restricted	275,097	262,939	-	-	-	-	-	538,037
Total Assets	**39,490,748**	**15,861,047**	**636,945**	**27,710,008**	**33,196,552**	**14,791,566**	**16,370,898**	**148,057,763**
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	1,368,885	329,164	13,611	296,039	929,473	249,619	287,377	3,474,168
Retainage Payable	-	137,628	33,816	-	178,286	241,700	54,060	645,489
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	112,140	-	-	-	-	-	-	112,140
Due to Other Funds	-	-	186,699	-	-	-	6,816	193,516
Deferred Revenue	705,913	88,342	35,275	-	-	2,733	146,389	978,652
Unearned Revenue	1,150,766	-	75,000	-	-	-	8,763	1,234,529
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	**3,442,811**	**555,133**	**344,401**	**296,039**	**1,107,758**	**494,052**	**503,406**	**6,743,600**
Fund Balances:								
Restricted for:								
Capital Projects	-	5,507,671	178,223	24,135,586	10,309,234	8,144,514	9,101,896	57,377,123
Law Enforcement	-	-	-	-	-	-	167,920	167,920
Emergency Telephone Activities	-	-	-	-	-	-	(6,256)	(6,256)
Grant Projects	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	64,564	64,564
Promotion of Tourism	-	-	-	-	-	-	(169,394)	(169,394)
Assigned for:								
Grant Projects	-	276,000	-	-	-	-	61,744	337,744
Capital Projects	-	-	-	-	-	-	-	-
Emergency Reserve	22,570,000	-	-	-	-	-	-	22,570,000
2025 Fiscal Year Capital	9,447,780	-	-	-	-	-	-	9,447,780
Encumbrances	690,539	6,058,754	33,509	733,260	18,256,803	5,522,006	2,041,184	33,336,054
Remaining 2024 Net Spend	(1,840,606)	-	-	-	-	-	-	(1,840,606)
Projected Net Surplus/2026 Capital	5,180,224	-	-	-	-	-	-	5,180,224
Unallocated	-	3,463,488	80,812	2,545,124	3,522,757	630,994	4,605,834	14,849,009
Total Fund Balances	36,047,936	15,305,913	292,543	27,413,969	32,088,794	14,297,514	15,867,492	141,314,163
Total Liabilities and Fund Balances	**$ 39,490,748**	**$ 15,861,047**	**$ 636,945**	**$ 27,710,008**	**$ 33,196,552**	**$ 14,791,566**	**$ 16,370,898**	**$ 148,057,763**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended June 30, 2024

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES								
Taxes:								
Property Tax	$ 34,850,853	$ -	$ -	$ -	$ -	$ -	$ 6,312,771	$ 41,163,624
Local Option Sales Tax	20,155,046	-	-	-	-	-	-	20,155,046
Transportation SPLOST	-	-	-	-	-	13,636,656	-	13,636,656
Other Taxes	17,233,088	-	-	-	-	-	8,213,048	25,446,136
Licenses and permits	3,157,721	-	-	-	-	-	-	3,157,721
Intergovernmental	136,642	1,177,472	2,416,385	-	-	-	2,903,412	6,633,913
Charges for services	4,717,637	-	-	-	-	-	3,945,739	8,663,375
Impact Fees	-	-	-	-	-	-	1,698,494	1,698,494
Fines/Forfeitures	2,440,230	-	-	-	-	-	-	2,440,230
Investment earnings (Loss)	1,801,175	722,822	4,581	1,540,005	1,887,131	788,558	755,459	7,499,740
Contributions and Donations	123,476	743,712	-	-	-	-	2,753	869,942
Misc Revenue	92,453	-	0	-	-	-	-	92,453
Other	-	-	-	-	-	-	2,363	2,363
Total revenues	**84,708,321**	**2,644,007**	**2,420,966**	**1,540,005**	**1,887,131**	**14,425,213**	**23,834,039**	**131,459,693**
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	11,120,960	806,568	-	-	-	-	3,614,799	15,542,327
Public safety	37,879,585	3,725,511	-	-	-	-	5,554,064	47,159,160
Public works	10,007,513	4,637,743	1,535,003	-	5,090,598	13,673,137	3,741,753	38,685,757
Economic and community development	4,612,543	187,569	240,613	-	-	-	-	5,040,725
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	13,068,024	1,587,386	-	2,577,429	-	-	1,757,917	18,990,755
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								-
Principal	-	-	-	-	-	-	1,011,226	1,011,226
Interest	77,490	-	-	-	-	-	7,279,671	7,357,161
Other Costs		-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	**76,766,115**	**10,944,778**	**1,775,616**	**2,577,429**	**5,090,598**	**13,673,137**	**22,959,428**	**133,787,111**
Excess (deficiency) of revenues over (under) expenditures	7,942,206	(8,300,771)	645,350	(1,037,424)	(3,203,467)	752,077	874,611	(2,327,417)
OTHER FINANCING SOURCES (USES)								
Transfers in	3,079,893	12,392,818	-	-	-	-	3,959,432	19,432,143
Transfers out	(17,605,867)	-	-	-	-	-	(3,079,893)	(20,685,760)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	53,300	-	-	-	-	-	-	53,300
Sale of non-capital assets	12,799	-	-	-	-	-	-	12,799
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(14,459,875)	12,392,818	-	-	-	-	879,539	(1,187,518)
Net change in fund balances	(6,517,668)	4,092,047	645,350	(1,037,424)	(3,203,467)	752,077	1,754,150	(3,514,935)
Fund balances - beginning	**42,565,605**	**11,213,866**	**(352,807)**	**28,451,393**	**35,292,260**	**13,545,437**	**14,113,342**	**144,829,098**
Fund balances - ending	**$ 36,047,936**	**$ 15,305,913**	**$ 292,543**	**$ 27,413,969**	**$ 32,088,794**	**$ 14,297,514**	**$ 15,867,492**	**$ 141,314,163**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2024

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	$ 1,169,994	$ 5,614,471	$ 346,708	$ 32,101	$ 104,594	$ 934,030	$ -	$ 1,398,319	$ 6,624,293	$ 16,224,508
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	1,421	-	-	-	-	-	-	-	-	1,421
Property Taxes	-	-	-	-	-	-	-	129,049	-	129,049
Intergovernmental Receivable	-	-	-	-	15,920	-	-	-	-	15,920
Due From Other Funds	-									-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**1,171,414**	**5,614,471**	**346,708**	**32,101**	**120,513**	**934,030**	**-**	**1,527,368**	**6,624,293**	**16,370,898**
LIABILITIES										
Accounts Payable	-	-	-	-	-	16,072	-	-	271,304	287,377
Retainage Payable	-	10,800	-	-	-	-	-	-	43,260	54,060
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	6,816	-	-	-	6,816
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	1,421	-	-	-	15,920	-	-	129,049	-	146,389
Unearned Revenue	-	-	-	-	-	-	-	8,763	-	8,763
Total Liabilities	**1,421**	**10,800**	**-**	**-**	**15,920**	**22,889**	**-**	**137,812**	**314,564**	**503,406**
FUND BALANCES										
Restricted:										
Capital Projects	-	4,991,350	-	-	-	-	(16,110)	-	4,126,656	9,101,896
Law Enforcement	-	-	135,819	32,101	-	-	-	-	-	167,920
Promotion of Tourism	(169,394)	-	-	-	-	-	-	-	-	(169,394)
Emergency Telephone Activities	-	-	-	-	-	(6,256)	-	-	-	(6,256)
Debt Service	-	-	-	-	-	-	-	64,564	-	64,564
Assigned for: Grant Projects	-	-	-	-		-	-	-	-	-
Grant Projects	-	-	-	-	61,744	-	-	-	-	61,744
Encumbrances	-	38,125	-	-	1,024	88,257	16,110	-	1,897,668	2,041,184
Unallocated	1,339,388	574,196	210,889	-	41,826	829,140	-	1,324,991	285,404	4,605,834
Total Fund Balances	1,169,994	5,603,671	346,708	32,101	104,594	911,141	-	1,389,555	6,309,728	15,867,492
Total Liabilities and Fund Balances	**$ 1,171,414**	**$ 5,614,471**	**$ 346,708**	**$ 32,101**	**$ 120,513**	**$ 934,030**	**$ -**	**$ 1,527,368**	**$ 6,624,293**	**$ 16,370,898**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended June 30, 2024

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	$ 8,213,048	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 8,213,048
Property tax	-	-	-	-	-	-	-	6,312,771	-	6,312,771
Charges for Service	-	-	-	-	113,765	3,831,974	-	-	-	3,945,739
Impact Fees	-	1,698,494	-	-	-	-	-	-	-	1,698,494
Forfeiture Income	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	135,911	1,372	27,470	-	2,738,659	-	-	2,903,412
Contributions & Donations	-	-	-	-	2,753	-	-	-	-	2,753
Investment Earnings (Loss)	66,778	203,932	-	-	5,651	44,181	-	158,317	276,600	755,459
Other	-	-	2,363	-	-	-	-	-	-	2,363
Total revenues	**8,279,827**	**1,902,426**	**138,274**	**1,372**	**149,639**	**3,876,155**	**2,738,659**	**6,471,088**	**276,600**	**23,834,039**
EXPENDITURES:										
Tourism	3,599,274	-	-	-	-	-	-	-	-	3,599,274
Community Development	-		-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	95,402	-	1,662,515	-	-	1,757,917
Public Safety	-	-	79,522	4,431	42,781	5,427,330	-	-	-	5,554,064
Public Works	-	10,800	-	-	-	-	1,076,144	-	2,654,809	3,741,753
General Government	-	-	-	-	-	-	-	15,525	-	15,525
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	710,000	-	-	-	-	301,226	-	-	-	1,011,226
Interest	682,713	-	-	-	-	1,557	-	6,595,401	-	7,279,671
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**4,991,986**	**10,800**	**79,522**	**4,431**	**138,182**	**5,730,113**	**2,738,659**	**6,610,926**	**2,654,809**	**22,959,428**
Excess (deficiency) of revenues over expenditures	3,287,841	1,891,626	58,752	(3,059)	11,457	(1,853,958)	-	(139,838)	(2,378,209)	874,611
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(3,079,893)	-	9,432	-	-	-	-	-	3,950,000	879,539
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(3,079,893)	-	9,432	-	-	-	-	-	3,950,000	879,539
Net change in fund balances	207,947	1,891,626	68,184	(3,059)	11,457	(1,853,958)	-	(139,838)	1,571,791	1,754,150
Fund balances - beginning	**962,046**	**3,712,045**	**278,523**	**35,160**	**93,137**	**2,765,099**	**-**	**1,529,394**	**4,737,937**	**14,113,342**
Fund balances - ending	**$ 1,169,994**	**$ 5,603,671**	**$ 346,708**	**$ 32,101**	**$ 104,594**	**$ 911,141**	**$ -**	**$ 1,389,555**	**$ 6,309,728**	**$ 15,867,492**

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
June 30, 2024

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,641,294
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	437,150
Prepaid Insurance Expenses	-
Total Current Assets	2,078,444
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	-
Total Assets	**2,078,444**
LIABILITIES	
Current Liabilities:	
Accounts Payable	459,130
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	459,130
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**459,130**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,619,313
Total Net Assets	1,619,313
Total Liabilities & Net Assets	**$ 2,078,444**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended June 30, 2024

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 7,015,935
Misc Revenue	-
Total operating revenues	7,015,935
Operating expenses:	
Administration	5,460,473
Non-departmental	-
Total operating expenses	5,460,473
Operating Gain (loss)	1,555,462
Non-operating revenues (expenses):	
Investment earnings (Loss)	47,253
Total non-operating revenue (expenses)	47,253
Income (loss) before transfers	1,602,715
Transfers In	-
Transfers Out	-
Change In Net Assets	1,602,715
Total net assets-beginning	**10,940**
Total net assets-ending (net of encumbrances)	**1,613,654**
Adjustments to GAAP basis:	
Encumbrances	5,658
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 1,619,313**

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of June 30, 2024 (unaudited)

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues						
	99575100-361000	Investment Earnings	$ -	$ 5,712		$ (5,712)
	99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2)	99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	22,146		1,554
		subtotal	***$ 118,700***	***$ 122,857***		***$ (4,157)***
(1)	99575100-395000	Carryforward Fund Balance	$ 356,962	$ -		$ 356,962
		subtotal	***$ 356,962***	***$ -***		***$ 356,962***
		Total	**$ 475,662**	**$ 122,857**		**$ 352,805**
Expenditures						
	99575100-571000-C1403	Local Job Creation Grant Program	$ 32,500	$ -	$ -	$ 32,500
	99575100-544100-C1532	ATC Operational Funds	95,000	95,000	-	-
	99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
	99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	37,500	-	-
	99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	10,000	10,000	-	-
	99575100-544100-C2210	Downtown Economic Development Initiative	40,000	30,000	-	10,000
	99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	99575100-544100-C1528	FISERV REBA Grant (add'l Audit Reviews)	-	1,150	-	(1,150)
		subtotal	***$ 285,948***	***$ 173,650***	***$ -***	***$ 112,298***
(2)	99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	$ 12,000	$ 10,935	$ -	$ 1,065
(2)	99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	1,050	-	50
(2)	99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	1,200	292	-	908
(2)	99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	4,132	-	868
(2)	99575100-531230-C1535	Innovation Center Operations (Electricity)	4,400	4,760	-	(360)
		subtotal	***$ 23,700***	***$ 21,169***	***$ -***	***$ 2,531***
	99575100-579000	Reserve	$ 166,014	$ -	$ -	$ 166,014
		Total	**$ 475,662**	**$ 194,819**	**$ -**	**$ 280,843**

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

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

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of June 30, 2024 (unaudited)

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

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**356,962**
Revenues collected to date		122,857
Expenditures incurred to date		(194,819)
Fund Balance (current)	**$**	**285,001**
Forecasted revenue collections (Innovation Ctr maintenance reimbursement)		2,337
Fund Balance*	**$**	**287,337**
Fund Balance Allocation (forecasted):		
Non-Spendable (unspent/remaining project allocations)	$	113,448
Spendable (available for investment by the Board)		173,889
	$	**287,337**

** May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.*

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
June 30, 2024

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	286,987
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**286,987**
LIABILITIES		
Current Liabilities:		
Accounts Payable		1,987
Deferred Revenue		0
Due to Other Funds		-
Total Current Liabilities		1,987
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		1,987
Fund Balance		
Restricted		113,448
Unallocated		171,553
Total Fund Balance		285,001
Total Liabilities & Fund Balance		**$ 286,987**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended June 30, 2024

	Actual Amounts
Revenues	
Rent/Royalties	$ 22,146
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	5,712
Miscellaneous Revenue	-
Total Revenues	**122,857**
Expenditures	
Economic Development	163,650
Maintenance Contracts	10,935
Donation to private source	10,000
Utilities - Miscellaneous	10,234
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**194,819**
Excess (deficiency) of revenues over (under) expenditures	(71,961)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(71,961)
Fund Balance, Beginning of Year	**356,962**
Encumbrances	-
Fund Balance, End of Year	**285,001**


THE CITY OF
ALPHARETTA
GEORGIA

STAFF REPORT

Department: Legal
Submitted By:
Meeting Date: August 19, 2024

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: August 19, 2024

AGENDA ITEM: V-24-20 MIDWICK POA ALPHA LOOP FENCE VARIANCE

The applicant, Midwick POA, is requesting variances to eliminate the setback for a fence along a multi-use trail and to increase the height of the fence. The Midwick subdivision has an alignment of the Alpha Loop along its northern boundary, as well as an Alpha Loop connection running through a central amenity area within the subdivision, connecting the Alpha Loop to the sidewalk along Thompson Street. The subject property is located at 361 Banbury Crossing on the north side of Thompson Street and west of Park Street.

STAFF RECOMMENDATION:

Deny V-24-20 Midwick POA Alpha Loop Fence Variance request to eliminate a fence setback and increase fence height along a multi-use trail.

If approval is considered, the following conditions are recommended:

1. Alpha Loop connection shall be developed substantially similar to the site plan, labeled Exhibit A, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. Fence setback along the Alpha Loop connection shall be 0' on the east side of the trail. There shall be no fencing permitted on the west side of the trail connection.
3. Fence height shall be no more than 6' and fence shall be decorative black metal planted with Confederate Jasmine, as approved by Staff. Fence and landscape shall be maintained by the Midwick POA.
4. Midwick POA shall be responsible to re-plat the Midwick final subdivision plat in order to depict the new location of the 10' trail connection easement.

ITEM DESCRIPTION:

The submitted request, if approved, would eliminate the setback for a fence and increase the height of a fence along a multi-use trail. The Midwick subdivision has an alignment of the Alpha Loop along its northern boundary, as well as an Alpha Loop connection running through a central amenity area within the subdivision, connecting the Alpha Loop to the sidewalk along Thompson Street. The subject property is located at 361 Banbury Crossing on the north side of Thompson Street and west of Park Street.

The property is zoned DT-LW (Downtown Live-Work) and is developed with 40 'For-Sale' detached homes and townhomes, as well as an alignment of the Alpha Loop. Surrounding properties are zoned R-4A (Dwelling, 'For-Sale', Residential) to the north, MU (Mixed Use) to the east and south, and O-P (Office-Professional) to the west. Academy Park is located to the north, Thompson Street Park is located to the east, Towns on Thompson is located to the south, and the Moss property is located to the west.

Variances are requested to Unified Development Code (UDC) Subsection 2.3.6(F) to eliminate the ten-foot (10') setback for a fence along a multi-use trail and to increase the height of the fence from five-feet (5') to six-feet (6'). The applicant states that a variance is needed in order to maximize the central amenity area for the residents of Midwick. A 2015 condition of zoning required that the developer construct a public access connection between the Alpha Loop and the Thompson Street sidewalk through a central amenity area in the subdivision. The developer of Midwick, Edward Andrews Homes, received impact fee credits for the construction of the Alpha Loop, which included the trail connection through the central amenity area. In 2022, Staff approved a plan depicting an evergreen hedge along the eastern edge of the trail connection. However, the applicant believes a fence would be the best means to clearly differentiate between the public trail connection and the private neighborhood amenity space.

SITE PLAN

The submitted site plan depicts a six-foot (6') fence with a zero-foot (0') setback along the eastern edge of the Alpha Loop connection running through the central amenity area for the Midwick subdivision. The trail has been relocated to the western side of the central amenity area. The western side of the trail connection is a ten-foot (10') wide landscaped area planted with trees and shrubs. The applicant proposes a Confederate Jasmine vine to be planted along a six-foot (6') pressed spear black aluminum fence.

VARIANCE REVIEW CRITERIA

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

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

Response: The property does not have exceptional conditions due to its size, shape or topography. The multi-use trail connection through the central amenity area was a condition of zoning established with the rezoning of the property in 2015 and the developer received impact fee credits for the construction of the public improvement.

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

Response: The application of the ordinance would require a ten-foot (10') setback and a maximum height of five-feet (5') for the proposed fence. Staff previously approved a plan depicting an evergreen hedge along the eastern side of the Alpha Loop connection, which would achieve the applicant's goal of separating the central amenity area from the public access trail connection while maximizing the amenity area.

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

Response: The property does not have peculiar conditions which affect its reasonable use. Staff previously approved a plan depicting an evergreen hedge along the eastern side of the Alpha Loop connection, which would achieve the applicant's goal of separating the central amenity area from the public access trail connection while maximizing the amenity area.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a variance. The condition of zoning requiring the Alpha Loop connection through Midwick's central amenity area was established when the property was rezoned in 2015 and prior to development of the subdivision. The developer of Midwick received impact fee credits for the construction of the Alpha Loop and the multi-use trail connection through the subdivision, which are both public improvements. Staff previously approved a plan depicting evergreen trees along the eastern side of the Alpha Loop connection, which would achieve the applicant's goal of separating the central amenity area from the public access trail connection while maximizing the amenity area. There are several other public connections through neighborhoods such as The Foundry and approval of fencing with no setback along a multi-use trail could set a precedent. The intent is to have open spaces or green landscaped spaces.

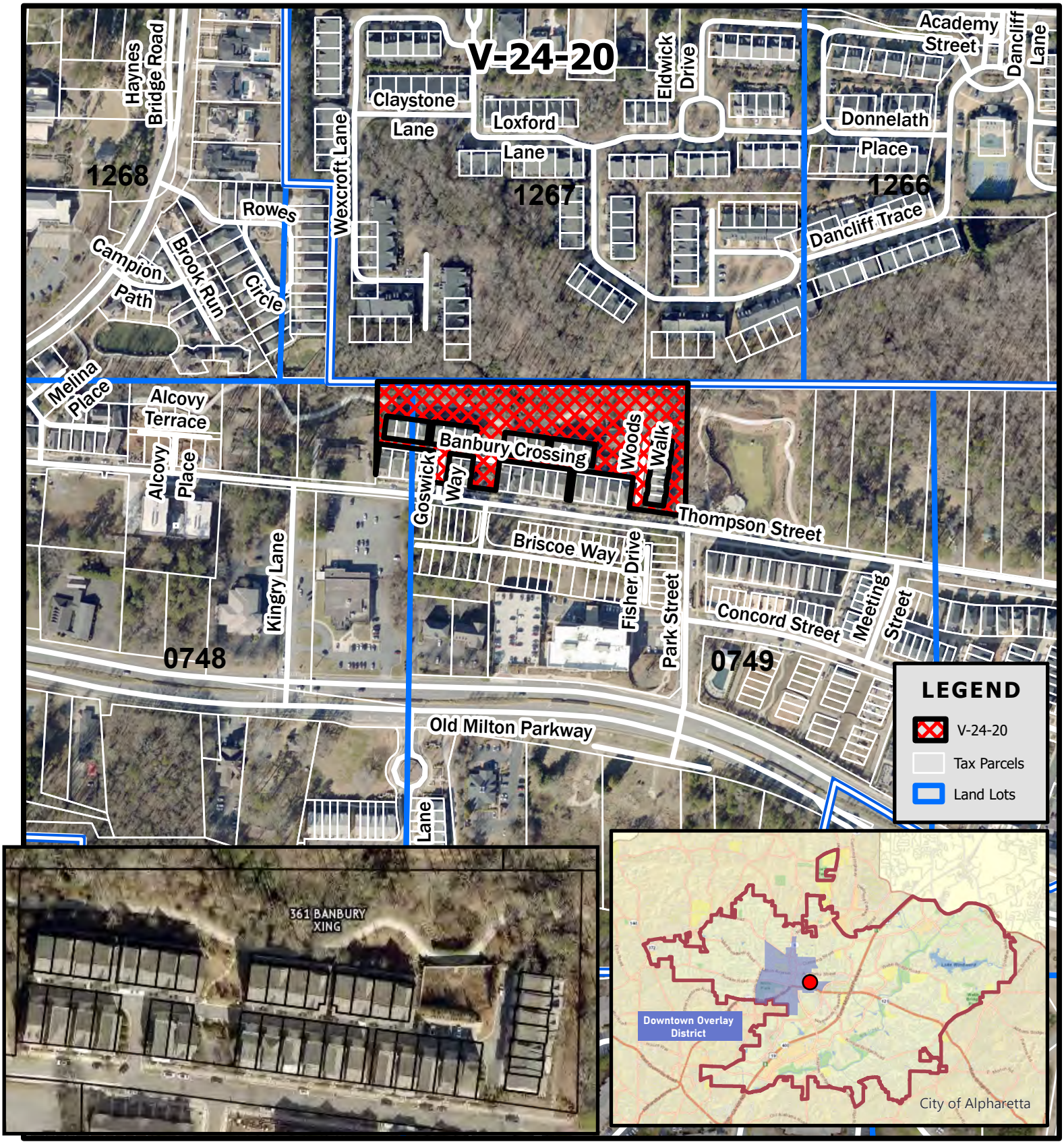
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners were contacted regarding the applicant's intent. According to the report, the applicant received a request for more information from Academy Park Property Owner's Association.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on July 10, 2024. There were several public comments in support of the request.

ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Exhibit A • CZIM • Citizen Part B • Public Comment • Application

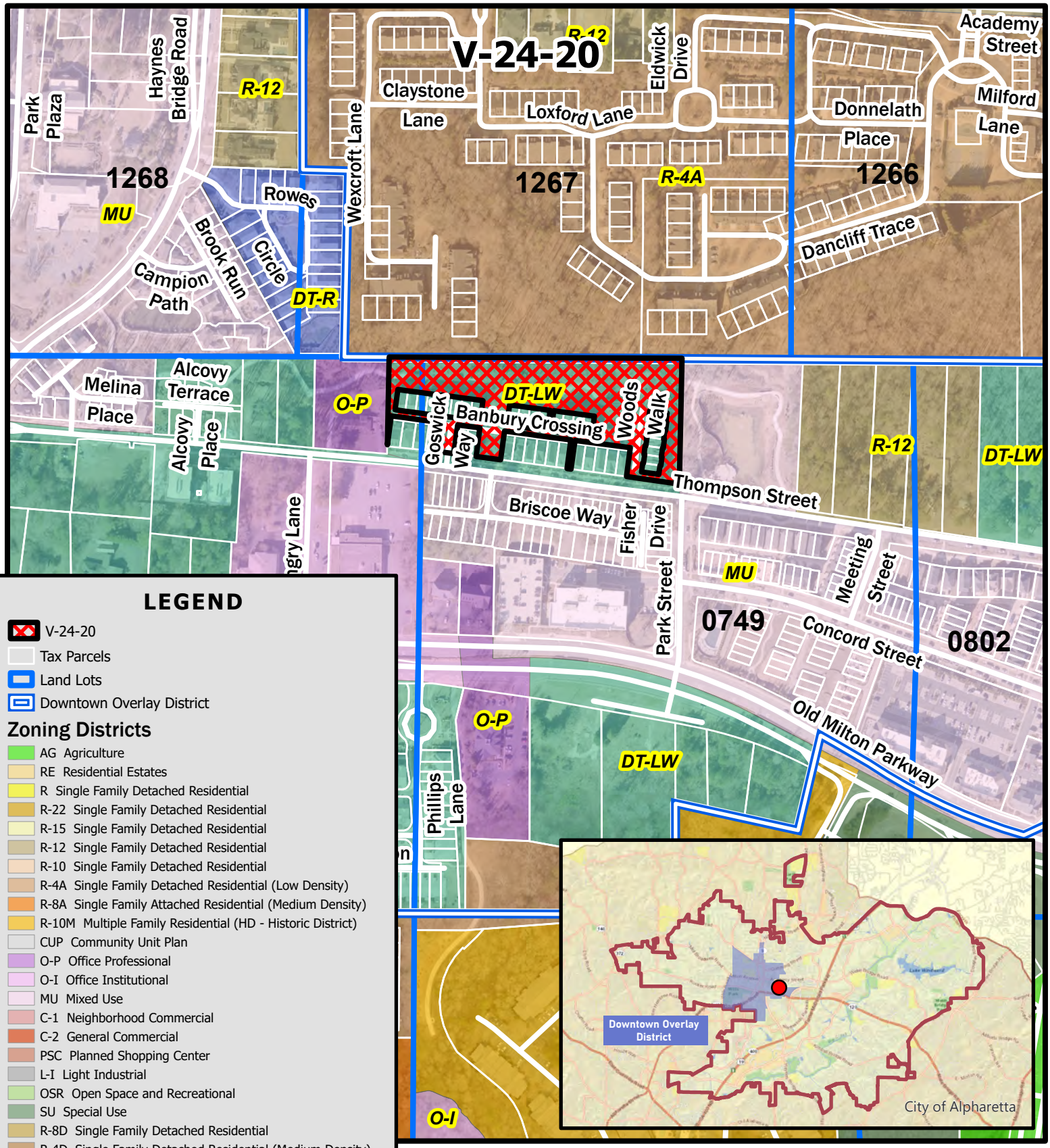


V-24-20
D/LL: 1/2/749
CC: 8/19/24

Aerial Map
Midwick POA
361 Banbury Crossing

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- V-24-20
- Tax Parcels
- Land Lots
- Downtown Overlay District

Zoning Districts

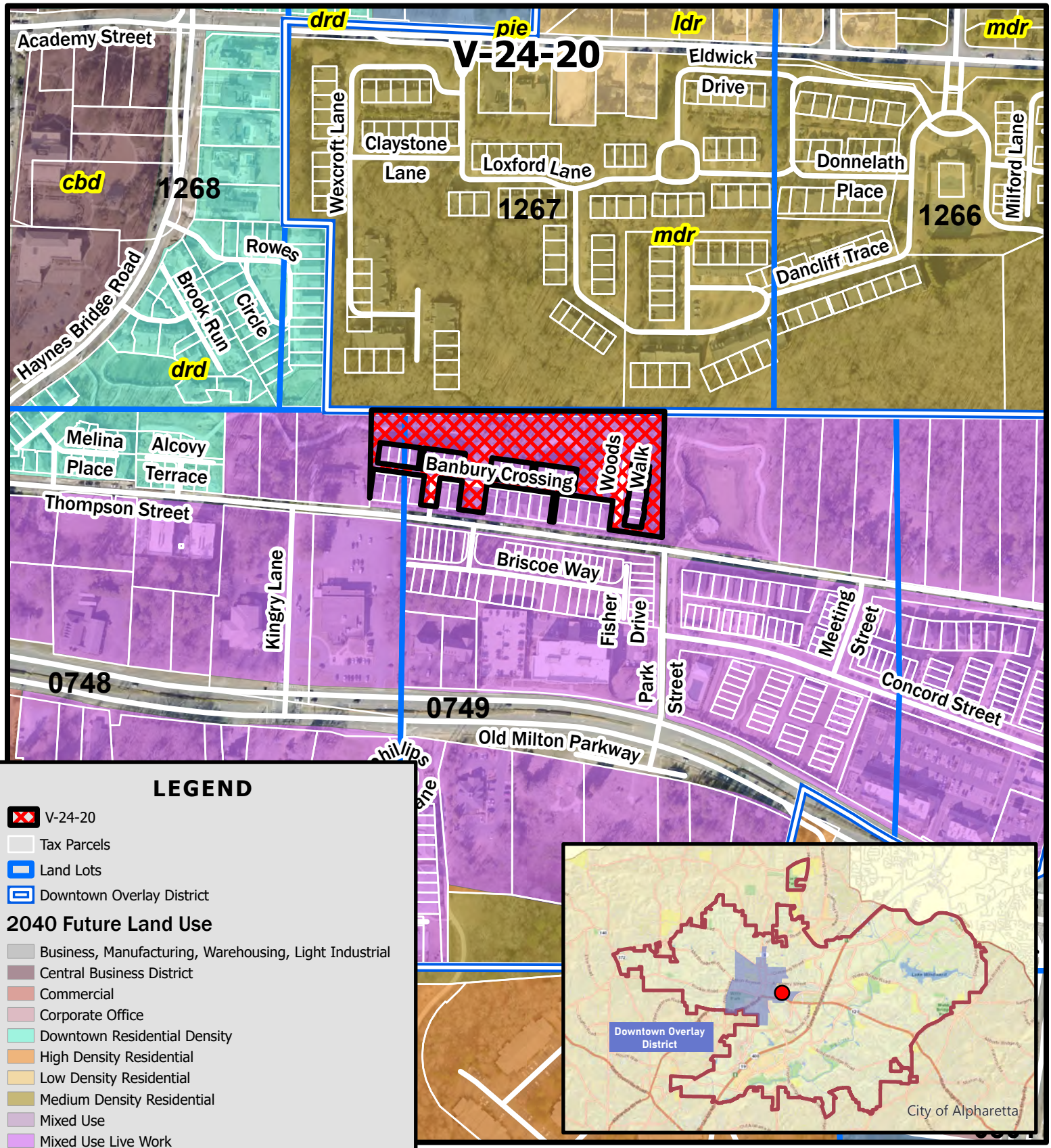
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-10M Multiple Family Residential (HD - Historic District)
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- R-8D Single Family Detached Residential
- R-4D Single Family Detached Residential (Medium Density)
- R-8A/D Single Family Attached/Detached Residential
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

V-24-20
D/LL: 1/2/749
CC: 8/19/24

Zoning Map
Midwick POA
361 Banbury Crossing

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- V-24-20
- Tax Parcels
- Land Lots
- Downtown Overlay District

2040 Future Land Use

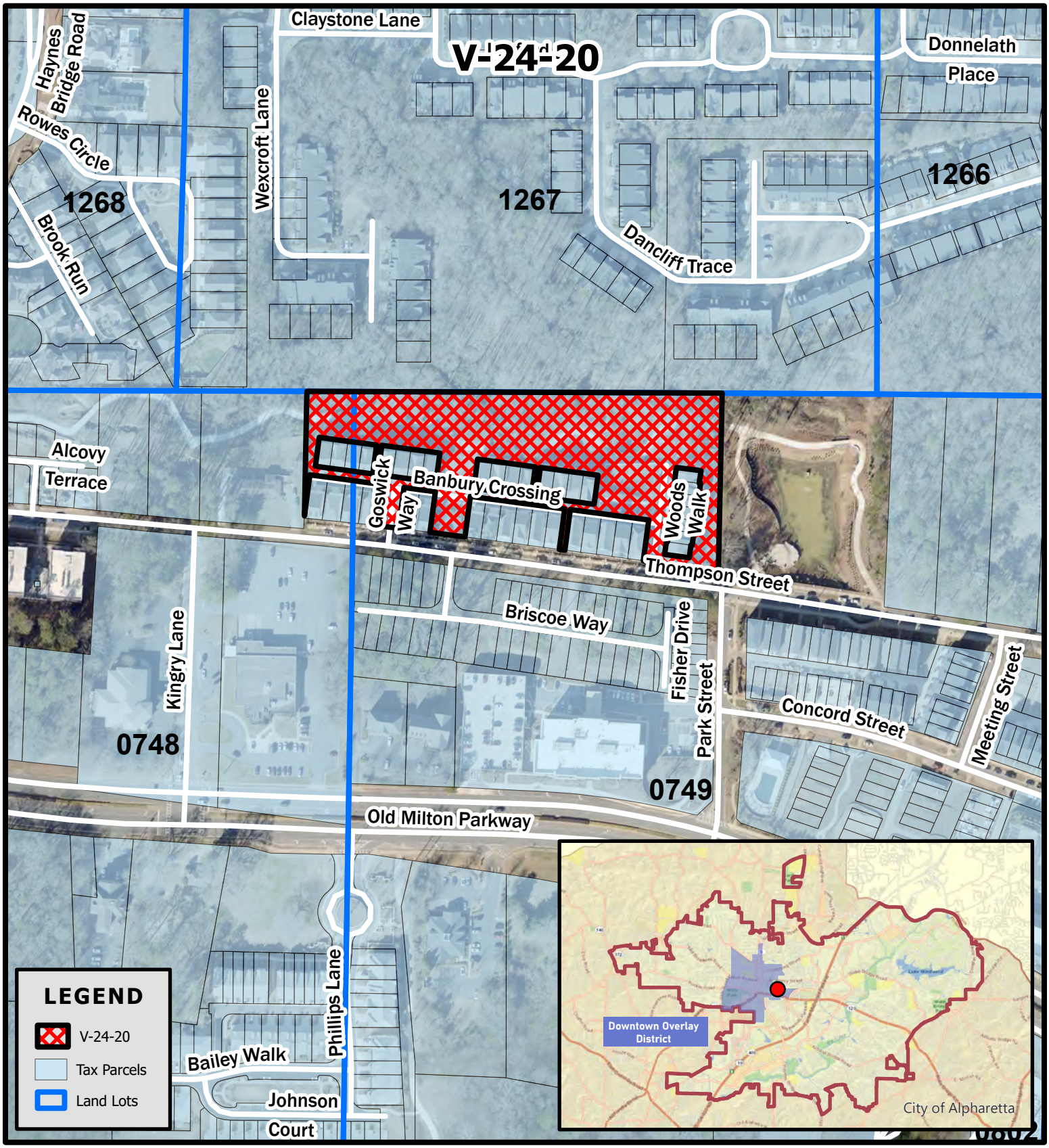
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional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

V-24-20
D/LL: 1/2/749
CC: 8/19/24

Future Land Use Map
Midwick POA
361 Banbury Crossing

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



V-24-20
D/LL: 1/2/749
CC: 8/19/24

Location Map
Midwick POA
361 Banbury Crossing

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



PROPOSED
6 FOOT PRESSED SPEAR
BLACK ALUMINUM FENCE
TO BE INSTALLED BY LOCAL CONTRACTOR

Exhibit A



Midwick POA intention is to plant jasmine along the fence to enhance the visual experience of the multi-use path and provide for additional privacy for the Midwick Amenity area.

Exhibit A

Community Zoning Information Meeting (CZIM) July 10, 2024

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

V-24-20 / Midwick POA Fence Variance

NAME	ADDRESS	COMMENTS
Tony Maalouf	V2420 I agree with applicate request for 6' fence along 4' path.	
Jeanette Greene	2605 Holcomb Springs Alpharetta 30022	I agree with request for a fence
Heidi Hauldorndorff	300 Banbury Xing Alpharetta GA	I agree with the request for a fence.
Sigurjon Kristjanen	300 Banbury Xing Alpharetta GA	I agree with the regent for a fence.
Sharmila Roy Rajib Roy	315 Banbury Xing Alpharetta, Ga 30009	I agree with the request for a fence along the path.
Russ West Danielle West	390 Banbury Xing Alpharetta, GA 30009	I agree with the request for a fence.

Community Zoning Information Meeting (CZIM) July 10, 2024

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

V-24-20 / Midwick POA Fence Variance

NAME	ADDRESS	COMMENTS
NATE JOHNSON	54 ROSWELL	I AGREE WITH THE FENCE LOCATION
Tosha Holbrook	154 Grand Cres Alpharetta, GA 30009	I agree with the fence request
A. Staeger	575 Woods Walk Alpharetta Ga 30009	I agree with the fence request. Every neighborhood deserves a private common space.
Kate Bogart	360 Banbury Xing Alph 09	This variance makes sense to your residents. It inconveniences no one but enriches our park experience.
Richard DeLUCA	400 BANBURY XING Alpharetta, GA	Request variance FROM 10' set back requirement + allow FOR 6 FOOT Fence.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: V-24-20 Midwick Property Owner's Association Fence Variance

Contact Name: Richard DeLuca Telephone: 262-441-0444

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

One Inquiry was received from Meg Baer on June 24, 2026

Meg Baer
On-Site Manager, Academy Park POA
Access Management Group
D: 678.710.6216
O: 770.777.6890
F: 770.777.6907
www.accessmgt.com

Mr. DeLuca –

I'm the onsite manager at Academy Park, and received the notice of variance for the July CZIM meeting on July 10th. The notice did not include a site map showing where the subject fencing would be located. Can this be sent so I can share with Academy Park residents?

Midwick POA responded on June 26, 2024 by providing the Full application and directed her to the images contained in the application, as well as an image identifying the location of the proposed project with respect to the approximate entrance of the Academy Park Loop entrance at Midwick to give perspective..

Copies attached to the email submittal as well as the drawings
11 signatures obtained at CZIM in support of project

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

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

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

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

Signature of Authorized Agent: _____ Date: 07/24/2024

Print Form

From: Cook, Kathi
To: Woodman, Michael; Taylor, Elicia
Subject: Fw: City Council Meeting, August 19, 2024, Agenda Item: V-24-20 MIDWICK POA ALPHA LOOP FENCE VARIANCE
Date: Wednesday, August 7, 2024 4:45:38 PM
Attachments: Outlook-j5sruofy.png

GEORGIA'S CONNECTED CITY

Kathi Cook
Director
Community Development, City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009
Ph. 678-297-6073
Cell: 678-206-6051

From: Merkel, Dan <dmerkel@alpharetta.ga.us>
Sent: Wednesday, August 7, 2024 3:31 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fwd: City Council Meeting, August 19, 2024, Agenda Item: V-24-20 MIDWICK POA ALPHA LOOP FENCE VARIANCE

Sent from my iPhone

Dan Merkel
[redacted]
Councilman City of Alpharetta
[redacted]

Begin forwarded message:

From: Karina Badillo [redacted]
Date: August 7, 2024 at 8:14:03 AM EDT
To: City Council and Mayor <CityCouncilandMayor@alpharetta.ga.us>, "Gilvin, Jim" <jgilvin@alpharetta.ga.us>, "Mitchell, Donald" <dmitchell@alpharetta.ga.us>, "Will, Brian" <BWill@alpharetta.ga.us>, "DeRito, Doug" <DDerito@alpharetta.ga.us>, "Hipes, John" <jhipes@alpharetta.ga.us>, "Brady, Fergal" <fbrady@alpharetta.ga.us>, "Merkel, Dan" <dmerkel@alpharetta.ga.us>
Subject: City Council Meeting, August 19, 2024, Agenda Item: V-24-20 MIDWICK POA ALPHA LOOP FENCE VARIANCE

! **This message could be suspicious**
• This is an obscure personal email address.
• This is their first email to the City of Alpharetta.

Mark as Safe Report this Email Powered by Mimecast

Dear Mayor and Council Members,

The MIDWICK POA has submitted a variance request for your evaluation. I'm just sending this email asking you vote for the variance. The intent of the variance is to 1) Accommodate the unimpeded and dedicated access of the multi-use trail (easement) to the Alpha Loop, and 2) Provide a private amenity area to the benefit of MIDWICK residents.

It is noted that the Department of Community Development has provided Council a written recommendation to DENY the variance request.

The MIDWICK POA will demonstrate at the meeting that the intention of the variance is to preserve approximately 200 square feet of mature vegetation and greenery which would be removed in the original approved plan, and still accomplish the above objectives.

The variance will satisfy our mutual intent to maintain open and green landscaped spaces. It is hoped that you will be open to listening to our position and that through evaluating everyone's insight and perspective, we can arrive at a solution that aligns with everyone's expectations.

Thank you for your consideration regarding this matter.

Sincerely
Karina Badillo

From: Intentional Marriages - Danielle & Russ West
To: mwoodman@
Cc: Russ West
Subject: From Danielle & Russ West
Date: Thursday, July 11, 2024 1:07:23 PM

! **This message could be suspicious**
• This name is similar to someone you've contacted.
• This person is known to use individual trackers.
Mark as Safe | Report this Email | Powered by Mimecast

Hi Michael,

Many thanks for serving our community so well!

Three topics I'd like to discuss with you.

First is the Central Park in our Midwick neighborhood. The city is requiring a 10 ft setback from the public use trail, which will give us no real park at all. There are several examples where neighbors on the loop have not abided by this 10 ft setback. We'd like the same stamp of approval for our request, as well.

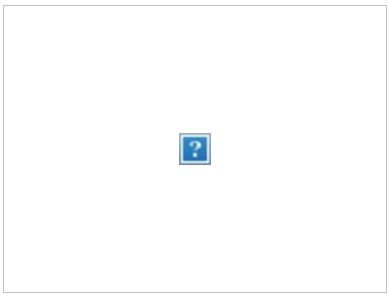
Second, I understand we're not allowed to screen in our patios facing the loop yet our new neighbors on Thompson Street have screened in their patio sitting on the Alpha Loop. Have I misunderstood this requirement?

Third, how do we prevent another awful metal structure (turquoise and red) from being placed at our pond park in the future?

We've absolutely loved how well Alpharetta has turned out. I can only imagine how much you guys manage so we do appreciate your hard work.

Grateful,

Danielle & Russ West
390 Banbury Xing
--



danielle west
Co-founder of IntentionalMarriages.net
770.313.0093 | danielle@intentionalmarriages.net
****** ****

co-founder | wifey | blended mama

We help couples repair marital strife to get more out of life.

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Watch us on YouTube - Subscribe

Follow us on Instagram - Weekly tips

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: V-24-20
PH #: PHA240026
☐ Property Taxes & Code Violations Verified
☒ Fee Paid Initial: SB

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Richard DeLuca Telephone: 262-441-0444

Address: 400 Banbury Xing Suite:

City Alpharetta State: GA Zip: 30009 Fax:

Mobile Tel: 262-441-0444 Email: rjdeluca2@gmail.com

Subject Property Information:

Address: 361 Banbury Xing Current Zoning: DT-LW

District: 11 Section: 2 Land Lot: 748 &749 Parcel ID: 12 270307491757

Proposed Zoning: n/a Current Use: Townhouse Community

This Application For *(Check All That Apply)*:

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

APPLICANT REQUEST AND INTENT

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

Town home Community private amenity area

Applicant's Request (Please itemize the proposal):

- To eliminate the 10 foot setback requirement for a fence related to a multi-use trail
- To increase fence height form 5 feet to 6 feet for fence related to multi-use trail

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

Currently, the public has access and pathway through the intended private amenity area for residents of the POA. The intent of the fence is to achieve separation between the public trail area, and the area intended as private amenity space for use and enjoyment by the homeowners,

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Richard DeLuca for Midwick POA Telephone: 262-441-0444

Address: 400 Banbury Xing Suite:

City Alpharetta State: GA Zip: 30009 - 4407

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Kate Bogart Telephone: 216-338-1894

Address: 360 Banbury Xing Suite:

City Alpharetta State: GA Zip: _____ - _____

So Sworn and Attested:

Owner Signature: [signature] Date: 05/14/2024

Notary:

Notary Signature: Tamera Fitzpatrick Date: 5/14/2024

TAMERA FITZPATRICK NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 23, 2027

12

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Richard DeLuca

Subject Public Hearing Case: Midwick POA Fence Variance

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: 0

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: _____ Date: 5-14-2024

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

Currently, the Public has access to the area intended to serve as a private amenity area for the benefit of Midwick residents. The plan will accommodate unimpeded and dedicated access of the multi-use trail (easement) to the Alpha Loop, while providing a private amenity area to the residents. Currently, the public easement does not direct the public out of the private amenity area, impacting the utility of the amenity.

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

No hardship will be incurred, as a safe and dedicated multi-use trail/ pathway to the main Alpha Loop trail will be preserved and maintained by the Midwick POA. It will allow for unimpeded access to the public, as before. Additional landscaping will be planted (jasmine vines or equivalent) to provide for an appealing look along the pathway for enjoyment and benefit to the public.

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

Currently, there is no indication of separation between the public multi-use trail and the intended private amenity area for Midwick residents, The fencing will serve as a guide to keep the public on the the intended pathway to the main Alpha Loop.

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

No detriment to the public will occur as a result of this request. The public will continue to have dedicated and unimpeded access to the trail leading to the main Alpha Loop; and Midwick residents will have the private amenity area.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Midwick Fence Variance

Contact Name: Richard DeLuca Telephone: 262-441-0444

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

see attached list

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

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

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

As described in letter

LINGINFELTER SANDRA & HENRY
1724 DIXON LANE
SAINT SIMONS ISLAND GA

MICHAELS PHILLIP
101 MEETING ST
ALPHARETTA GA 30009

MICHAELS PHILLIP & LAURIE RENEGAR
103 MEETING ST
ALPHARETTA GA 30009

JOYCE JOHN CURTIS
105 MEETING ST
ALPHARETTA GA 30009

PREMA BHASKAR NATHU & PREMA RAMA
107 MEETING ST
ALPHARETTA GA 30009

JONATHAN D RAPP & ROSANNE RAPP
REVOCABLE TRUST THE
109 MEETING ST
ALPHARETTA GA 30009

BONDI DAVID & KATHLEEN
111 MEETING ST
ALPHARETTA GA 30009

MOSS LESLIE MOSS RHONDA
112 THOMPSON ST
ALPHARETTA GA 30004

PAULETTE P SIMPSON
REVOCABLE TRUST THE
113 MEETING ST
ALPHARETTA GA 30009

ROWES DOWNTOWN HOMEOWNERS
ASSOCIATION, I NC
11340 LAKEFIELD DR
DULUTH GA 30097

TPG HOMES FS L L C
11340 LAKEFIELD DR SUITE 140
DULUTH GA 30097

CHANDLER JUSTIN DANE & ELISABETH LYNN
115 ROSE GARDEN LN
ALPHARETTA GA 30009

CHRISTIANSEN ANDY C & NIKKI BARGAS
11780 STRATHAM DR
ALPHARETTA GA 30009

ACADEMY PARK
NEIGHBORHOOD ASSN INC
12102 DANCLIFF TRC
ALPHARETTA GA 30009

ISRAEL ROBERT SOLOMON & DALE
MENDELSON
12190 DANCLIFF TRCE
ALPHARETTA GA 30009

SACHS NANCY & STEVEN
12200 DANCLIFF TRCE
ALPHARETTA GA 30009

JACKSON LAURA WARLICK
12205 DANCLIFF TRC
ALPHARETTA GA 30009

ANDERSON HARRY G & RUTH J
12210 DANCLIFF TRCE
ALPHARETTA GA 30009

BJORSETH RICHARD & HELENE
12215 DANCLIFF TRCE
ALPHARETTA GA 30009

BARBER LAWRENCE & BARBER KATHERINE E
12225 DANCLIIF TRC
ALPHARETTA GA 30009

STROM WALLACE & ANGELA G
12240 DANCLIFF TRC
ALPHARETTA GA 30009

KEITH A & SANDRA PHILBROOK JOINT
REVOCABLE TRUST THE
12245 DANCLIFF TRC
ALPHARETTA GA 30009

CATROPPA FRANK A & LINDA M
12250 DANCLIFF TRCE
ALPHARETTA GA 30009

GARY J CARDOZA REVOCABLE TRUST
12255 DANCLIFF TRCE
ALPHARETTA GA 30009

MAGLEY WILLIAM J & MARGARET J
12260 DANCLIFF TRCE
ALPHARETTA GA 30009

SHEVLIN JAMES M & SHEVLIN ANN
12265 DANCLIFF TRC
ALPHARETTA GA 30009

LEVY WILLIAM A & LAUREN S
12270 DANCLIFF TRCE
ALPHARETTA GA 30009-8709

GOOD GLENN & GOOD KATHRYN A
12275 DANCLIFF TRC
ALPHARETTA GA 30009

STEVENS ROBERT & CONNELL DEBORAH
12280 DANCLIFF TRCE
ALPHARETTA GA 30009

MC GLAMERY BILLY D & CAROLYN M
12285 DANCLIFF TRCE
ALPHARETTA GA 30009

HIPES JOHN D & HIPES KAREN A
12295 DANCLIFF TRC
ALPHARETTA GA 30009

GREGORY WAYNE COMSTOCK REVOCABLE LIVING TRUST THE & KATHLEEN MARIE COMSTO
12300 DANCLIFF TRCE
ALPHARETTA GA 30009-8710

BIRD WILLIAM A & BEVERLY S
12305 DANCLIFF TRCE
ALPHARETTA GA 30009

DRISKELL DEENA L
12310 DANCLIFF TRC
ALPHARETTA GA 30009

LEE GEOFFREY B
12315 DANCLIFF TRC
ALPHARETTA GA 30009

GILVIN JAMES E & GILVIN MARY
12320 DANCLIFF TRC
ALPHARETTA GA 30009

SHANNON JOHN P & SHANNON CRISTINA B
12325 DANCLIFF TRCE
ALPHARETTA GA 30009

MEEKER DAVID A & NANCY S
12330 DANCLIFF TRCE
ALPHARETTA GA 30009-8710

YOCKEY JAMES R & BRENDA K
12335 DANCLIFF TRCE
ALPHARETTA GA 30009-8713

FLEISCHHACKER WILLIAM B & THERESA R
12350 DANCLIFF TRCE
ALPHARETTA GA 30009-8710

STAPLETON ANITA K
12360 DANCLIFF TRC
ALPHARETTA GA 30009

GILES GARY D & JONNA C
12370 DANCLIFF TRCE
ALPHARETTA GA 30009

VROOMAN ALBRO D III
12390 DANCLIFF TRC
ALPHARETTA GA 30009

FAHEY MICHAEL & DONNA MARIE
12400 DANCLIFF TRC
ALPHARETTA GA 30009

RAIBLE KATHY
12405 DANCLIFF TRC
ALPHARETTA GA 30009

GARDNER BETH M & GARDNER JAMES PETER
12410 DANCLIFF TRCE
ALPHARETTA GA 30009

MARTIN RICHARD & HEIDI
12415 DANCLIFF TRC
ALPHARETTA GA 30009

PATRICIA M HAGLER REVOCABLE TRUST
12420 DANCLIFF TRC
ALPHARETTA GA 30009

BEITZELL TIMOTHY SEAN & BEITZELL ELIZABETH PLANTE
12425 DANCLIFF TRCE
ALPHARETTA GA 30009

LAURENT FRANCIS J & DIANE L
12430 DANCLIFF TRCE
ALPHARETTA GA 30009-8757

HUTCHISON RON & HUTCHISON NANCY
12435 DANCLIFF TRCE
ALPHARETTA GA 30009

SHEFSKY PENNY
12500 WEXCROFT LN
ALPHARETTA GA 30009

LANKFORD WILLIAM COTESWORTH JR & LANKFORD ANN COURTNEY
12502 WEXCROFT LANE
ALPHARETTA GA 30009

COLLINS ROBERT PAUL & COLLINS JAN RAYE
12504 WEXCROFT LANE
ALPHARETTA GA 30009

HENDERLIGHT CAROL W
12506 WEXCROFT LN
ALPHARETTA GA 30009-8761

COPLIN CARROLL
12511 WEXCROFT LANE
ALPHARETTA GA 30009

TOMLINSON DEBRA S & RICKEY E
12513 WEXCROFT LANE
ALPHARETTA GA 30009

BASHE JOHN W JR & BASHE CATHERINE M
12515 WEXCROFT LANE
ALPHARETTA GA 30009

RONALD & LINDA COLEMAN
2021 REVOCABLE FAMILY TRUST THE
12517 WEXCROFT LANE
ALPHARETTA GA 30009

MASSEY HENRY L & SUSAN H
12520 WEXCROFT LANE
ALPHARETTA GA 30009

SCOTT ROBERT J & SCOTT NANCY H
12524 WEXCROFT LANE
ALPHARETTA GA 30009

EATON JOANNE
12526 WEXCROFT LN
ALPHARETTA GA 30004

VALLERIE SUSAN
12528 WEXCROFT LANE
ALPHARETTA GA 30009

CURRY KAREN W & KEVIN D
1265 LEE ST
ALPHARETTA GA 30004

VOYSEY COMMUNITY ASSOCIATION INC
1465 NORTHSIDE DR NW SUITE 128
ATLANTA GA 30318

UNITED STATES POSTAL SERVICE
1735 NORTH BROWN RD STE 200
LAWRENCEVILLE GA 30043-8153

WELLSTAR HEALTH SYSTEM INC
1800 PARKWAY PL SUITE 500
MARIETTA GA 30067

WILLIAMS ALISON
205 THOMPSON ST
ALPHARETTA GA 30009

FARMER OCTAVIUS & RAQUEL ROBINSON
209 THOMPSON ST
ALPHARETTA GA 30009

SMITH ROBERT BRADFORD &
SMITH KRISTIN GABRIELLE
213 THOMPSON ST
ALPHARETTA GA 30009

WILLIAMS KEVIN D & LISA
217 THOMPSON ST
ALPHARETTA GA 30009

DEROSE LAWRENCE & DEROSE DEBRA
221 THOMPSON ST
ALPHARETTA GA 30009

GILLMAN EDWARD
225 THOMPSON ST
ALPHARETTA GA 30009

JAMES TONYA & JAMES NEIL
229 THOMPSON ST
ALPHARETTA GA 30009

GONZALEZ VIRGINIA ANN & CARLOS M
233 THOMPSON ST
ALPHARETTA GA 30009

FOUNDRY NEIGHBORHOOD ASSOCIATION INC
2475 NORTHWINDS PKWY STE 600
MABLETON GA 30126

PULTE HOME CORPORATION
2475 NORTHWINDS PKWY STE 600
ALPHARETTA GA 30009

SMITH JASON
2555 BROOK RUN
ALPHARETTA GA 30009

LAFFERTY ROB R & BRENDA W
2560 BROOK RUN
ALPHARETTA GA 30004

GARCIA DANIEL A
2565 BROOK RUN
ALPHARETTA GA 30009

KINARD TINA M & ROBERT EUGENE JR
2570 BROOK RUN
ALPHARETTA GA 30009

NIECE DEREK S
2575 MILFORD LN
ALPHARETTA GA 30009

ORLANDO JOSEPH S & MARIA
2580 BROOK RUN
ALPHARETTA GA 30009

VOYSEY TRUST THE
2585 BROOK RUN
ALPHARETTA GA 30009

ROBERTS MARK PETER &

ANDREA MAY
2600 BROOK RUN
ALPHARETTA GA 30009

NEWELL WILLIAM THOMAS &
NEWELL JANEL MYERS
2610 BROOK RUN
ALPHARETTA GA 30009

MIDWICK HOMEOWNERS ASSOCIATION INC
2675 PACES FERRY RD SUITE 125
ATLANTA GA 30339

JBGL ATLANTA DEVELOPMENT 2014 LLC
2805 N DALLAS PKWY SUITE 400
PLANO TX 75093

KRISTJANSSON SIGURJON &
HALLDORSDOTTIR ADALHEIDUR
300 BANBURY XING
ALPHARETTA GA 30009

DOCTOR DAVID
300 CONCORD ST
ALPHARETTA GA 30009

COCHRAN JAMES W & SHEILA E
302 CONCORD ST
ALPHARETTA GA 30009

MOORE DENISE MARIE & DAREN E
304 CONCORD ST
ALPHARETTA GA 30009

DEAN MARY MARSHA
305 BANBURY XING
ALPHARETTA GA 30009

BLACKWATER VENTURES LLC
306 CHAMPIONS CT
WOODSTOCK GA 30188

PARKER BLAIR C
306 CONCORD ST
ALPHARETTA GA 30009

92 THOMPSON DEVELOPMENT LLC
3065 BELLINGRATH BLVD
ROSWELL GA 30076

HOPPERTON MICHAEL R & LAURA S
308 CONCORD ST
ALPHARETTA GA 30009

GRECCO NICHOLAS J & SYLVESTER DIANE
310 BANBURY XING
ALPHARETTA GA 30009

AMACHER LANCE B & KELLI SMITH
310 CONCORD ST
ALPHARETTA GA 30009

ADKINS MARK J & ADKINS ADRIANA
312 CONCORD ST
ALPHARETTA GA 30009

NICHOLSON ANTHONY
& NICHOLSON CLAIRE ELAINE
314 CONCORD ST
ALPHARETTA GA 30009

ROY RAJIB & GHOSE SHARMILA
315 BANBURY XING
ALPHARETTA GA 30009

GUTIERREZ ADRIAN
315 CONCORD ST
ALPHARETTA GA 30009

STRATTON TODD DONALD
& STRATTON JOWREN CAROL
315 ROWES CIR
ALPHARETTA GA 30009

SHAIRSON SCHAUD BRADLEY
316 CONCORD ST
ALPHARETTA GA 30009

PATKOWSKI KONRAD JOZEF &
PATKOWSKA ANNA KATARZYNA
317 CONCORD ST
ALPHARETTA GA 30009

GAMBLE GEORGE B & ZHANG GAMBLE
XIAOYING
318 CONCORD ST
ALPHARETTA GA 30009

HOLMQUIST LARS ERIC & ANGELE
VERONIQUE
319 CONCORD ST
ALPHARETTA GA 30009

SWARTZ JEANNE
320 BANBURY XING
ALPHARETTA GA 30009

ADEGUN VICTOR & WILSON PAMELA
320 CONCORD ST
ALPHARETTA GA 30009

FINDLEY DAVID T & ANN E
322 CONCORD ST
ALPHARETTA GA 30009

PATEL PRERAK
325 BANBURY XING
ALPHARETTA GA 30009

OSTWALD KEVIN JOSEPH & MARIELLEN
325 ROWES CIR
ALPHARETTA GA 30009

SHELLEY S WHETZEL
REVOCABLE TRUST THE
325 WINDSOR LN
WINCHESTER VA 22602

FUNDERBURK CLAYTON S
330 BANBURY XING
ALPHARETTA GA 30009

TREIBLE PETER & TREIBLE CATHY
335 BANBURY XING
ALPHARETTA GA 30009-4406

GANEM GEORGE J III & GANEM LYNN M
335 ROWES CIR
ALPHARETTA GA 30009

BEGLEY DIANN & DENNIS JR
340 BANBURY XING
ALPHARETTA GA 30009

BADILLO KARINA
345 BANBURY XING
ALPHARETTA GA 30009

DIMARINO MARK ANDREW
345 ROWES CIR
ALPHARETTA GA 30009

FITZPATRICK CHRISTOPHER NELSON &
TAMERA S
350 BANBURY XING
ALPHARETTA GA 30009

HUFF FAMILY TRUST THE
3560 WORTH CIR
THE VILLAGES FL 32162

MELESH JOHN MICHAEL &
MELESH TAYLOR ELISE
365 ROWES CIR
ALPHARETTA GA 30009

LUDDEN ADAM
375 BANBURY XING
ALPHARETTA GA 30009

MC ARTHUR WARREN
380 BANBURY XING
ALPHARETTA GA 30009

LAFLECHE GAIL M
395 BANBURY XING
ALPHARETTA GA 30009

SHEPHERD RICHARD MARK
& SHEPHERD DELLA
405 BANBURY XING
ALPHARETTA GA 30009

BAUS KATHERINE
415 BANBURY XING
ALPHARETTA GA 30009

TRAUB MARILYN
425 BANBURY XING
ALPHARETTA GA 30009

SUTTER JEFFREY L & KATHARINE D
430 BANBURY XING
ALPHARETTA GA 30009

EDMOND CHARLES P & EDMOND LESLIE R
355 BANBURY XING
ALPHARETTA GA 30009

BOGART REVOCABLE TRUST
360 BANBURY XING
ALPHARETTA GA 30009

STRAND RICHARD A
370 BANBURY XING
ALPHARETTA GA 30009

SAPPINGTON DANIEL R & BRENDA
375 ROWES CIR
ALPHARETTA GA 30009

MAUCK JAMES LEONARD JR &
MAUCK LYNN BEELER
385 ROWES CIR
ALPHARETTA GA 30009

CRESPO JESSE
395 ROWES CIR
ALPHARETTA GA 30009

COLON ENID & CLARK TIMOTHY NEAL
405 ROWES CIR
ALPHARETTA GA 30009

TATE THOMAS TAPSCOTT &
TANYA ANDREWS
415 ROWES CIR
ALPHARETTA GA 30009-5337

BLUE SKY REVOCABLE TRUST THE
425 ROWES CIR
ALPHARETTA GA 30009

LYNCH MATTHEW & MARIANNE
435 BANBURY XING
ALPHARETTA GA 30009

JOSEPH A LITAVIS TRUST THE
355 ROWES CIR
ALPHARETTA GA 30009

RICO TONY & RICO GINA H
365 BANBURY XING
ALPHARETTA GA 30009

LAGRASSA EILEEN E & THOMAS A JR
3705 SCHOONER RDG
ALPHARETTA GA 30005

PORTER DAVID E
376 AIR ACRES WAY
WOODSTOCK GA 30188-2910

WEST WILLIAM RUSSELL &
DANIELLE OONA
390 BANBURY XING
ALPHARETTA GA 30009

RICHARD & ANDREA DELUCA
LIVING TRUST THE
400 BANBURY XING
ALPHARETTA GA 30009

VASINA JOHN H & CRISTA A
410 BANBURY XING
ALPHARETTA GA 30009

STATE BANK & TRUST COMPANY
4219 FORSYTH RD
MACON GA 31208

KINDERMAN PAUL L & LAUREN S
4295 PARK BROOKE TRC
ALPHARETTA GA 30022

RONALD & DOLORES COWLES
JOINT REVOCABLE TRUST THE
435 ROWES CIR
ALPHARETTA GA 30009

SUDDAS JOHN MATTHEW
440 BANBURY XING
ALPHARETTA GA 30009

MAHONEY JOINT REVOCABLE TRUST THE
445 ROWES CIR
ALPHARETTA GA 30009

DONALD G CHRISTINE K WELSKO
LIVING TRUST THE
450 BANBURY XING
ALPHARETTA GA 30009

DAUGHERTY STEVEN LOUIS & RANDI BETH
455 BANBURY XING
ALPHARETTA GA 30009

DUFFEY RUSSELL & VICKI
455 ROWES CIR
ALPHARETTA GA 30009

CLIFFORD A BREHM
DECLARATION OF TRUST THE
465 BANBURY XING
ALPHARETTA GA 30009

MCCARTHY RORY T & PAULA A
465 ROWES CIR
ALPHARETTA GA 30009

CUPPIA ANDREW & CUPPIA ALISON
475 ROWES CIR
ALPHARETTA GA 30009

GRIFFIN ANDREW C & MARGOT M
485 ROWES CIR
ALPHARETTA GA 30009

MCW 445 BANBURY CROSSING LLC
4855 N BRIDGES DR
ALPHARETTA GA 30022

HOLTZMAN JOEL & CHERYL
495 ROWES CIR
ALPHARETTA GA 30009

TRINH LOUIS DANGKHOA &
TRINH KRISTINE KAHALEOLANI
525 WOODS WALK
ALPHARETTA GA 30009

NEWHART THOMAS & CHRISTINE
535 WOODS WALK
ALPHARETTA GA 30009

ARDIZONE GREGG J & ALANIZ JOHN A
545 WOODS WALK
ALPHARETTA GA 30009-4408

MORGAN PROPERTY
MANAGEMENT GROUP LLC
5520 STRICKLER RD
CLARENCE NY 14031

NICHOLAS CAROLYN MARIE
565 WOODS WALK
ALPHARETTA GA 30009

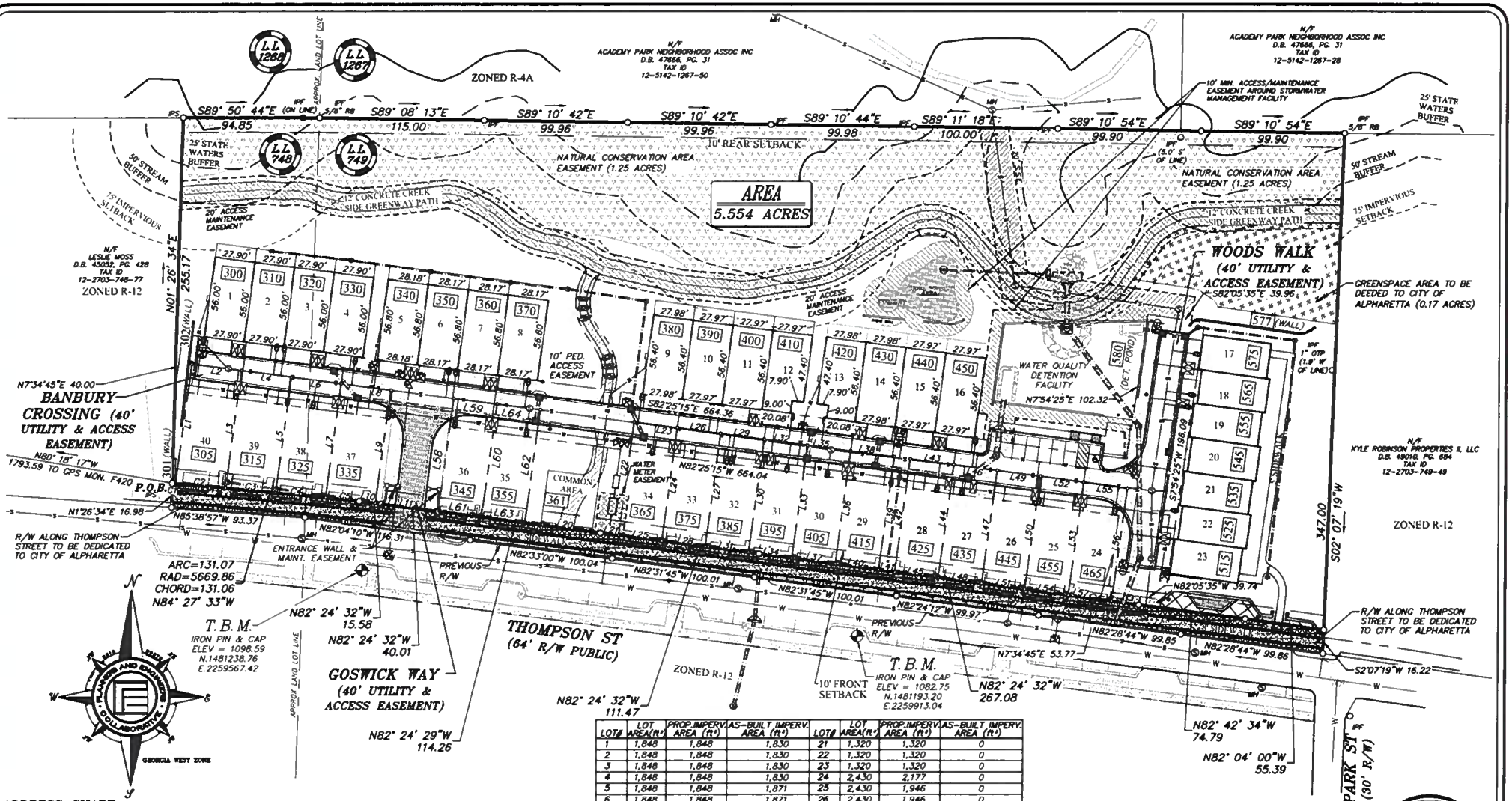
STARGEL DAVID & ANDREA M
575 WOODS WALK
ALPHARETTA GA 30009

CHARLIE FIVE LLC
623 INDIES RD
RAMROD KEY FL 33042

FOUNDRY NEIGHBORHOOD ASSOCIATION INC
675 PACES FERRY RD SE STE 125
ATLANTA GA 30339

THOMPSON STREET CITY HOMES LLC
8256 MAIN ST
WOODSTOCK GA 30188

CUBIT III LLC
8740 ISLESWORTH CT
DULUTH GA 30097



ADDRESS CHART

LOT#	ADDRESS	LOT#	ADDRESS	LOT#	ADDRESS	
1	300 Banbury Crossing	8	370 Banbury Crossing	15	440 Banbury Crossing	100 Goswick Way (Sign/Monument)
40	305 Banbury Crossing	33	375 Banbury Crossing	26	445 Banbury Crossing	301 Banbury Crossing (Retaining Wall)
2	310 Banbury Crossing	9	380 Banbury Crossing	16	450 Banbury Crossing	302 Banbury Crossing (Retaining Wall)
39	315 Banbury Crossing	32	385 Banbury Crossing	25	455 Banbury Crossing	361 Banbury Crossing (Common Area)
3	320 Banbury Crossing	10	390 Banbury Crossing	24	465 Banbury Crossing	577 Woods Walk (Retaining Wall)
38	325 Banbury Crossing	31	395 Banbury Crossing	23	515 Woods Walk	580 Woods Walk (Detention Pond)
4	330 Banbury Crossing	11	400 Banbury Crossing	22	525 Woods Walk	
37	335 Banbury Crossing	30	405 Banbury Crossing	21	535 Woods Walk	
5	340 Banbury Crossing	12	410 Banbury Crossing	20	545 Woods Walk	
36	345 Banbury Crossing	29	415 Banbury Crossing	19	555 Woods Walk	
6	350 Banbury Crossing	13	420 Banbury Crossing	18	565 Woods Walk	
35	355 Banbury Crossing	28	425 Banbury Crossing	17	575 Woods Walk	
7	360 Banbury Crossing	14	430 Banbury Crossing			
34	365 Banbury Crossing	27	435 Banbury Crossing			

LOT#	LOT AREA(ft²)	PROP. IMPERV. AREA (ft²)	AS-BUILT IMPERV. AREA (ft²)	LOT#	LOT AREA(ft²)	PROP. IMPERV. AREA (ft²)	AS-BUILT IMPERV. AREA (ft²)
1	1,848	1,848	1,830	21	1,320	1,320	0
2	1,848	1,848	1,830	22	1,320	1,320	0
3	1,848	1,848	1,830	23	1,320	1,320	0
4	1,848	1,848	1,830	24	2,430	2,177	0
5	1,848	1,848	1,871	25	2,430	1,946	0
6	1,848	1,848	1,871	26	2,430	1,946	0
7	1,848	1,848	1,871	27	2,429	1,945	0
8	1,848	1,848	1,871	28	2,429	1,945	0
9	1,848	1,848	1,858	29	2,429	1,945	0
10	1,848	1,848	1,858	30	2,429	1,945	0
11	1,848	1,848	1,858	31	2,428	1,944	0
12	1,848	1,848	1,786	32	2,428	1,944	0
13	1,848	1,848	1,786	33	2,428	1,944	0
14	1,848	1,848	1,858	34	2,428	1,944	0
15	1,848	1,848	1,858	35	2,427	1,943	0
16	1,848	1,848	1,858	36	2,427	1,966	0
17	1,320	1,320	0	37	2,792	2,017	0
18	1,320	1,320	0	38	2,825	2,039	0
19	1,320	1,320	0	39	2,867	2,073	0
20	1,320	1,320	0	40	2,917	2,060	0
SUBTOTAL (ALL LOTS AREA)						72,531	
COMMON AREAS						36,854	36,854
TOTAL PROPOSED IMPERVIOUS AREA						109,385	
TOTAL AS-BUILT IMPERVIOUS AREA						TBD	

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GEORGIA REGISTERED No. LAND SURVEYOR MICHAEL C. SANFORD

SHEET 2 OF 5

REV	DATE	DESCRIPTION	BY
3	07/01/19	ADD ASBUILT LOCATION TO UNITS 17-23	MCS
2	12/06/18	ADD ASBUILT LOCATION TO UNITS 9-16	MCS
1	08/13/18	ADD UNITS 1-8 AND SHIFT LOTS 35 & 36	MCS

PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS"
site planning - landscape architecture - civil engineering - land surveying
350 research court - Peachtree Corners, Georgia - 30092 - (770) 451-2741
www.pecatl.com

OF

MIDWICK

LAND LOT(S) 748 & 749
DISTRICT 1st & 2nd SECTION

CITY OF ALPHARETTA

FULTON COUNTY
GEORGIA

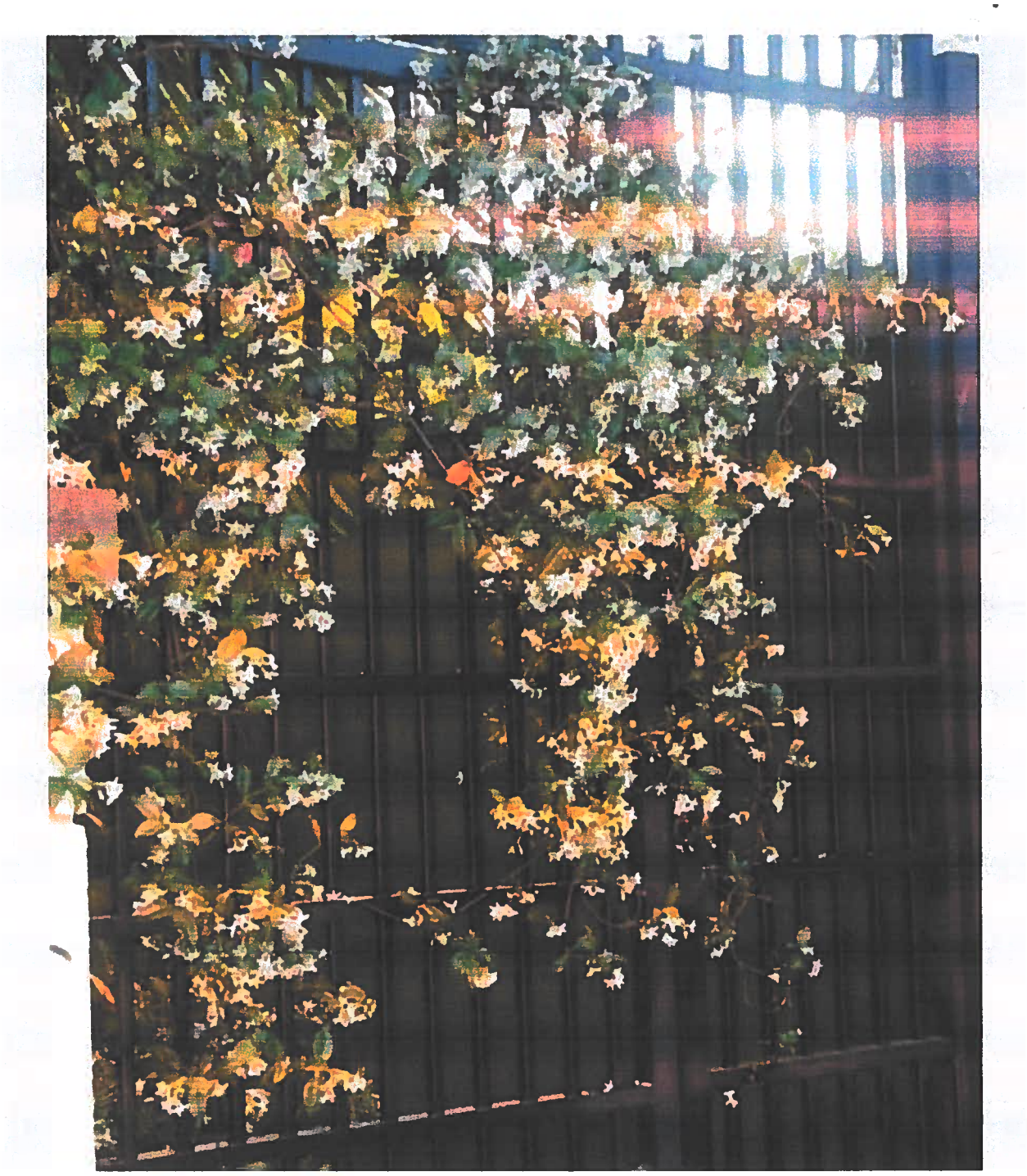
FINAL PLAT

DRAWN BY: FA
CHECKED BY: MCS
FILE NO.: 14183.00
DATE: APRIL 21 2017
SCALE: 1"=50'

0 25 50 100



PROPOSED
6 FOOT PRESSED SPEAR
BLACK ALUMINUM FENCE
TO BE INSTALLED BY LOCAL CONTRACTOR



Midwick POA intention is to plant jasmine along the fence to enhance the visual experience of the multi-use path and provide for additional privacy for the Midwick Amenity area.

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: August 19, 2024

AGENDA ITEM: PH-24-15 THE GATHERING

The applicant, Brock Built Homes, LLC, is requesting changes to previous conditions of zoning related to The Gathering mixed-use development on 24.76 acres in the North Point Overlay. The following changes are requested to the previous conditions of zoning: 1) amend the site plan to remove the four (4) level parking deck along Haynes Bridge Road, 2) increase the maximum height of townhomes from three (3) stories and 40' to four (4) stories and 50', 3) reduce minimum height of commercial buildings from two (2) stories and 24' to 18', and 4) clarify that the sculpture requirement is subject to the first 'commercial' certificate of occupancy. The subject property is located at the northwest corner of Haynes Bridge Road and Morrison Parkway.

STAFF RECOMMENDATION:

Approve PH-24-15 The Gathering, subject to the following conditions:

Related to file #PH-23-03 The Gathering Change of Conditions:

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan ZP-2 prepared by Kimley-Horn, dated 5/31/2024, except for changes required to comply with the conditions below.

4. Development regulations shall be as follows:

   a. 39 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with homes having a maximum height of 3-stories or 40' and townhomes having a maximum height of 4 stories or 50'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.

   b. Retail/Restaurant/Office – Maximum 50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall range between 18' to 26', substantially as depicted on Exhibit A, with a maximum height of 3 stories. Architecture and materials of the commercial buildings shall be substantially similar to Exhibit B, with final approval by DRB. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

Related to file #Z-21-05/V-21-13 Morrison Park/The Mix:

25. Developer shall provide at least 2 original sculptures, murals or North Point District Thresholds located at prominent locations within the development, with final approval by the Cultural Arts Commission. Construction of 1 sculpture, mural or District Threshold shall be required concurrent with the first commercial CO and all sculptures, murals or District Threshold shall be completed prior to final CO. An art installation shall be provided at the location depicted on the site plan, with final approval by the Cultural Arts Commission. The budget for the described sculptures and artwork shall not exceed $100,000.

New Conditions:

1. Surface parking lot, between Buildings 'C' and 'D', shall be heavily screened from Haynes Bridge Road, with final approval by DRB.

2. Developer shall submit an updated Traffic Impact Study, with methodologies and analyses to be coordinated with, reviewed, and approved by Staff prior to LDP approval. If applicable, any geometric, traffic control, and/or signal improvements identified and evaluated in the updated Traffic Impact Study to mitigate unacceptable levels-of-service (LOS) operations that are potentially triggered by the addition of site traffic shall be eligible for impact fee credits.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for changes to conditions of zoning related to The Gathering mixed-use development on 24.76 acres in the North Point Overlay. The following changes to conditions of zoning are requested: 1) amend the site plan to remove the four (4) level parking garage along Haynes Bridge Road, 2) increase the maximum height of townhomes from three (3) stories and 40' to four (4) stories and 50', 3) reduce minimum height of commercial buildings from two (2) stories and 24' to 18', and 4) clarify that the sculpture requirement is subject to the first commercial certificate of occupancy. The subject property is located at the northwest corner of Haynes Bridge Road and Morrison Parkway.

The undeveloped property was rezoned to MU (Mixed Use) in 2021 and is currently under construction. Surrounding properties are zoned O-I (Office-Institutional), except that the property to the northwest is zoned R-10M (Dwelling, 'For-Sale' or 'For-Rent', Residential). The property is bound by Morrison Parkway to the south, FedEx to the west, Vantage Point to the northwest, and Haynes Bridge Road to the east. Northwinds and Lakeview Park Master Plans are located to the east and south, respectively. The comprehensive land use plan designation of the property is 'Mixed Use'.

The applicant requests the following changes to the conditions of zoning related to file #Z-21-05/V-21-13 Morrison Park/The Mix and file #PH-23-03 The Gathering Change of Conditions:

1. The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to ~~plan V-18 prepared by ADG, dated 12/2022 and~~ plan ZP-2 prepared by Kimley-Horn, dated ~~12/16/2022~~ 5/31/2024, except for changes required to comply with the conditions below. ~~The parking deck, as shown in V-18 of the site plan produced by ADG on 12/2022, shall not exceed 4 levels and shall include heavy landscape screening and architectural panels, as depicted in Exhibit A, and six-inch caliper planting along the streetscape and adjacent to the parking decks to obscure the view of the parking deck from Haynes Bridge Road, with final approval by DRB.~~

4. Development regulations shall be as follows:
    a. 39 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of ~~3 stories or 40'~~ 4 stories or 50'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents.
    b. Retail/Restaurant/Office – Maximum 50,000 square feet shall be permitted, not including outdoor dining areas. Minimum building height shall be ~~2 stories or 24'~~ 18' with a maximum height of 3 stories, except Bldg. F near the dog park, which shall be permitted to be single-story. Commercial buildings at the corner of Haynes Bridge Road and Morrison Parkway shall be at least ~~2 stories~~ 18' and shall be constructed in the first phase of development with the residential uses. Restaurants shall include outdoor dining areas. No drive-thru restaurants. Commercial area shall be replanted with a 100' buffer, to City buffer standards, along Haynes Bridge Road and Morrison Parkway, if construction does not commence within 18 months from the issuance of the LDP.

25. Developer shall provide at least 2 original sculptures, murals or North Point District Thresholds located at prominent locations within the development, with final approval by the Cultural Arts Commission. Construction of 1 sculpture, mural or District Threshold shall be required concurrent with the first commercial CO and all sculptures, murals or District Threshold shall be completed prior to final CO. An art installation shall be provided at the location depicted on the site plan,

with final approval by the Cultural Arts Commission. The budget for the described sculptures and artwork shall not exceed $100,000.

In addition to a revised site plan depicting the removal of the parking garage, the applicant provided a height study of recent commercial developments to justify the reduction in minimum building height. The applicant proposes varied building heights to work with the existing grade change along the Haynes Bridge Road frontage. Buildings are proposed to vary between eighteen feet (18') and 26' with an average building height of approximately twenty feet (20'). The applicant also provided a rendering depicting the four (4) story townhomes. The overall look of the townhomes has remained the same with the addition of a fourth (4th) floor which includes an outdoor roof deck area.

SITE PLAN

The applicant's updated site plan is generally the same as previously approved, with adjustments limited to the commercial village at the corner of Haynes Bridge Road and Morrison Parkway. The four (4) level parking garage previously depicted along Haynes Bridge Road has been removed and replaced with commercial buildings. The commercial village includes seven (7) buildings with four (4) buildings framing an outdoor green at the corner of Haynes Bridge Road and Morrison Parkway and three (3) buildings framing the main project entrance off Haynes Bridge Road. Surface parking has been added in the commercial village including 175 spaces, as well as 30 shared on-street spaces for a total of 205 spaces. The site plan complies with the City's minimum parking requirements. A new curb cut is proposed on Morrison Parkway at the western edge of the commercial village.

2023 Approved Site Plan – Commercial Village



New Site Plan – Commercial Village



CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for changes to conditions of zoning. The request would result in a better, continuous streetscape along Haynes Bridge Road by removing the four (4) level parking deck and replacing it with commercial storefronts. Four (4) story townhomes have been approved at the nearby mixed-use development to the south, Lakeview Park. In addition, the applicant desires a successful retail environment, which will be predicated upon ease of access to parking and the built environment.

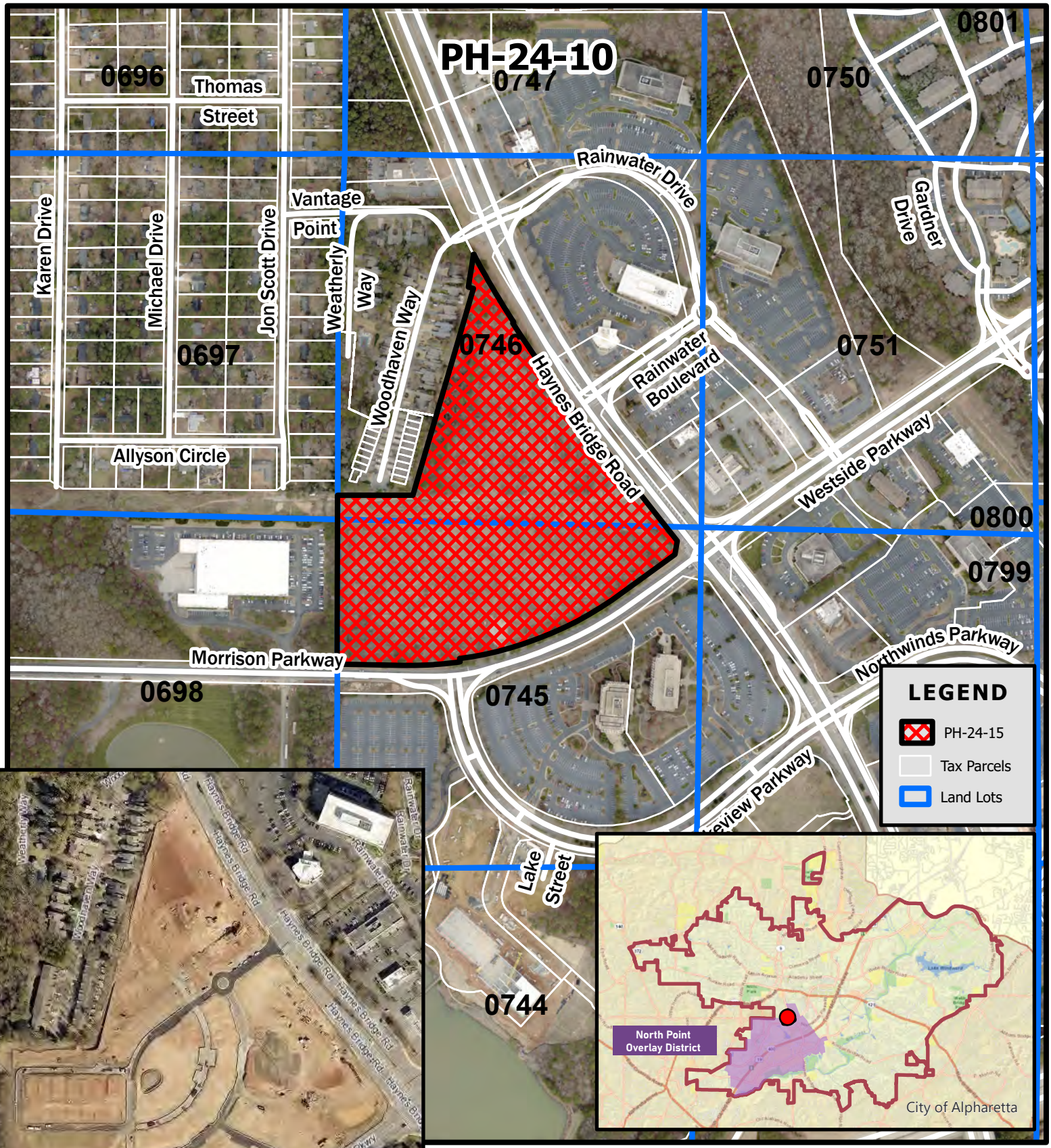
CITIZEN PARTICIPATION PLAN

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

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on July 10, 2024. There were no public comments.

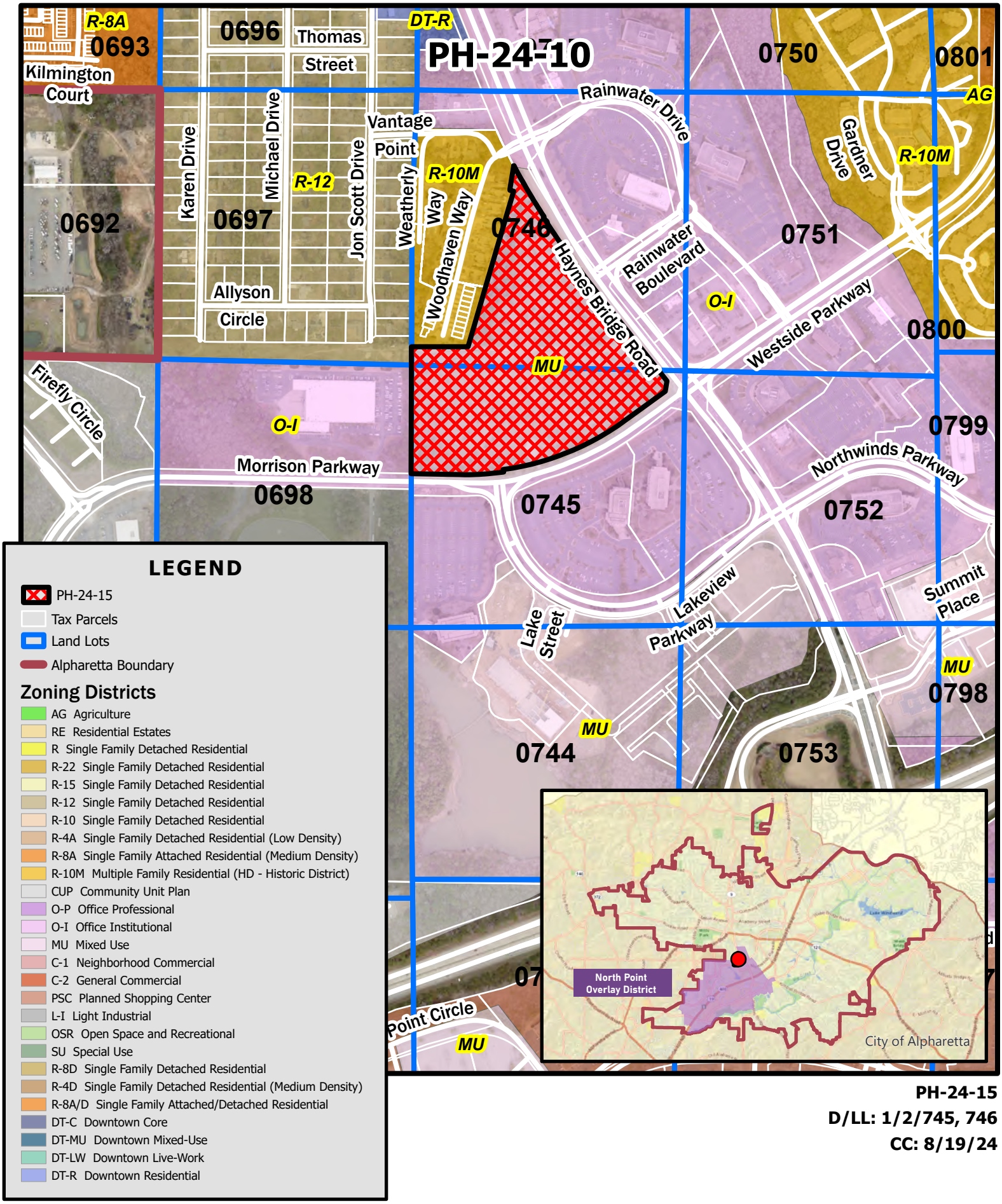
ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Exhibit A • Exhibit B • CZIM • Citizen Part B • Application



PH-24-15
D/LL: 1/2/745, 746
CC: 8/19/24

Aerial Map
The Gathering
0 Haynes Bridge Road

Location Map Provided by:
Community Development - GIS



LEGEND

- PH-24-15
- Tax Parcels
- Land Lots
- Alpharetta Boundary

Zoning Districts

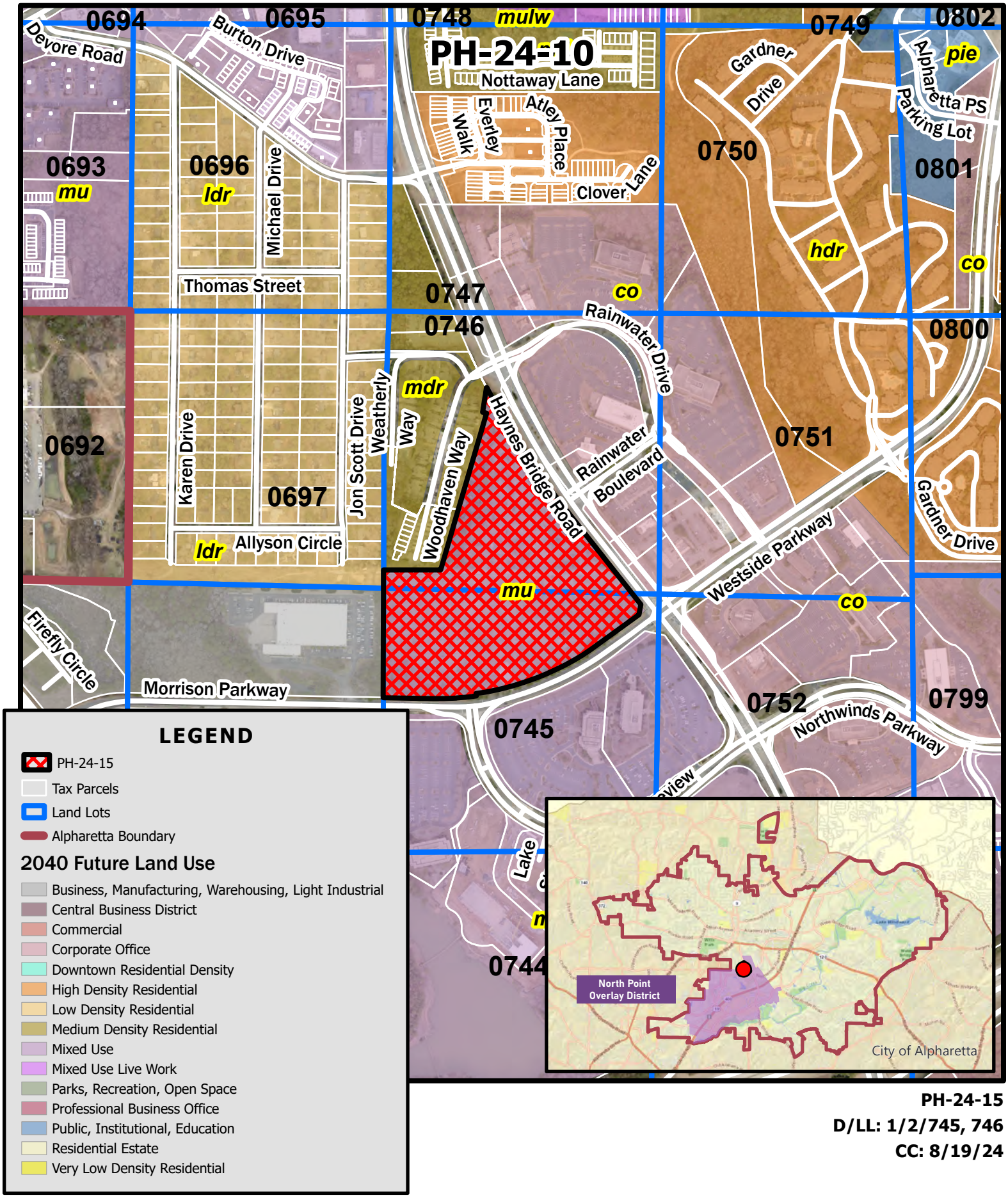
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-10M Multiple Family Residential (HD - Historic District)
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- R-8D Single Family Detached Residential
- R-4D Single Family Detached Residential (Medium Density)
- R-8A/D Single Family Attached/Detached Residential
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

PH-24-15
D/LL: 1/2/745, 746
CC: 8/19/24

Zoning Map
The Gathering
0 Haynes Bridge Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



LEGEND

- PH-24-15
- Tax Parcels
- Land Lots
- Alpharetta Boundary

2040 Future Land Use

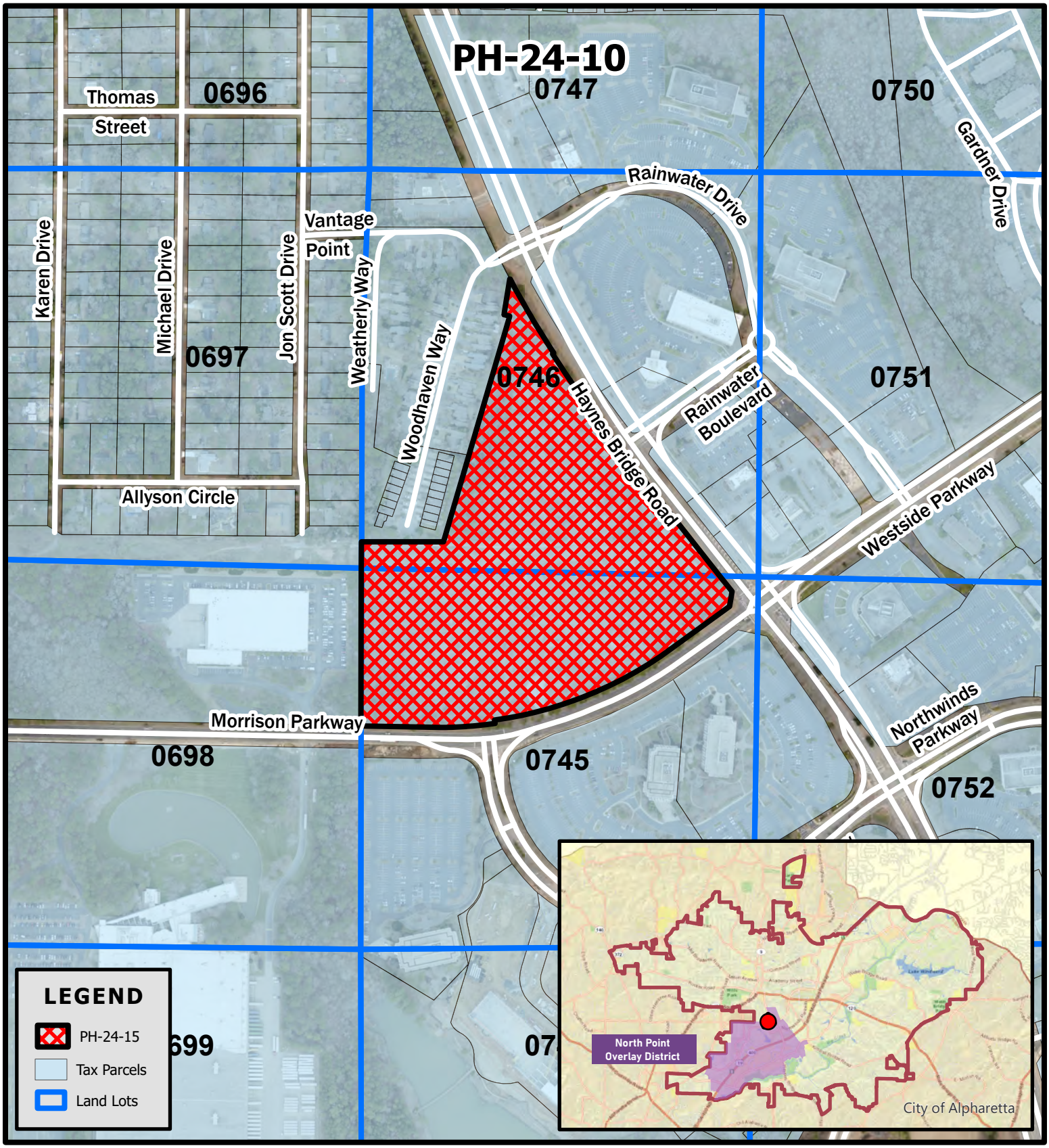
- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional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

PH-24-15
D/LL: 1/2/745, 746
CC: 8/19/24

Future Land Use Map
The Gathering
0 Haynes Bridge Road

THE CITY OF ALPHARETTA GEORGIA

Location Map Provided by:
Community Development - GIS



PH-24-15
D/LL: 1/2/745, 746
CC: 8/19/24

Location Map
The Gathering
0 Haynes Bridge Road

Location Map Provided by:
Community Development - GIS

Exhibit A

AERIAL VIEW

Varied Heights 18’-0” to 26’-0”



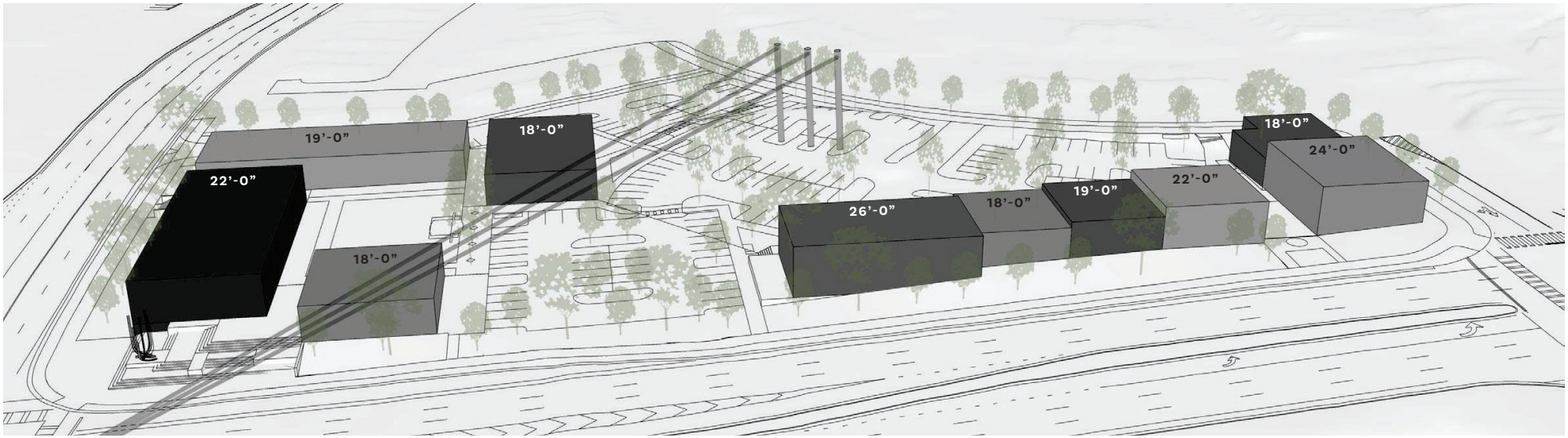


Exhibit B

CONCEPT IMAGERY

















Community Zoning Information Meeting (CZIM) July 10, 2024

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

PH-24-15/V-24-24 / The Gathering

NAME	ADDRESS	COMMENTS
	No	Comments

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: PH-24-15/V-24-24 / The Gathering

Contact Name: William Woodson Galloway Telephone: (404) 965-3681

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

The Applicant has not received any written correspondence or telephone calls from individuals contacted through the Citizen Participation Program. At the CZIM on July 10, 2024, one individual spoke with the Applicant about the project, with the conversation centering on the proposed parking reduction.

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

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

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

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

Signature of Authorized Agent: _____ Date: 7-25-24

Adam Brack, Manager
BB Morrison Park LLC

Print Form

June 20, 2024

BB Morrison Park LLC
c/o The Galloway Law Group, LLC
4062 Peachtree Road, Suite A330
Atlanta, Georgia 30319

RE: PH-24-15 The Gathering/Change of Conditions

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a request for changes to conditions of zoning related to a mixed-use development under construction on 24.75 acres in the North Point Overlay. Changes are requested to the site plan to reconfigure the commercial building layout, remove a parking deck fronting Haynes Bridge Road, allow additional site access from Morrison Parkway, change the height of townhomes from 3 to 4 stories, change the minimum height of commercial buildings from 24' to 18', and to clarify that public art requirements relate to the commercial certificate of occupancies. The property is located at 0 Haynes Bridge Road and is legally described as being located in Land Lots 745 & 746, 1st District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) for this request will be held on **Wednesday, July 10, 2024, at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The City Council will consider this item on **Monday, August 19, 2024, at 6:30 PM**. This City Council meeting will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions about the request, feel free to contact me at your convenience. I can be reached at woody@glawgp.com or (404) 965-3681.

Sincerely,

William Woodson Galloway
The Galloway Law Group, LLC
For BB Morrison Park LLC

FREDERICKS KRIS DORIAN
100 WEATHERLY WAY
ALPHARETTA GA 30009

HAYNES BRIDGE LLC
1064 EIGHTY FIFTH ST
BROOKLYN NY 11228

ENCLAVE AT VANTAGE POINT
CONDOMINIUM ASSOCIATION INC THE
1129 BLACKSHEAR DR
DECATUR GA 30033

S R PROPERTIES USA LLC
11425 HAYNES BRIDGE RD
ALPHARETTA GA 30009

ELEY MILTON W
1171 CROFTON LNDG
SUWANEE GA 30024

HERNANDEZ JULIO & HERNANDEZ KATYA
120 WOODHAVEN WAY
ALPHARETTA GA 30009

TARANGO CONCEPCION ESPINOSA
125 WOODHAVEN WAY
ALPHARETTA GA 30004

SMITH SHETETA
130 WOODHAVEN WAY
ALPHARETTA GA 30004

CONTANT NICOLE
135 WOODHAVEN WAY
ALPHARETTA GA 30004

DEEMER RONALD
140 WOODHAVEN WAY
ALPHARETTA GA 30009

SHELTON ERIK QUINN
100 WOODHAVEN WAY
ALPHARETTA GA 30009

TUELL SAMUEL EZEKIEL & WHITEN SHAYE M
110 WEATHERLY WAY
ALPHARETTA GA 30009

MAYFLOWER PROPERTY 0915 LLC
1129 BLACKSHEAR DR
DECATUR GA 30033

SCHIMMEL THOMAS CHARLES & CARRIE
LEIGH
115 WOODHAVEN WAY
ALPHARETTA GA 30009

CLARK DIANA N
119 WOODHAVEN WAY
ALPHARETTA GA 30009

REVOCABLE TR CREATED
JACQUELINE KALLAS THE
124 WEATHERLY WAY
ALPHARETTA GA 30009

MC KENZIE MARK A
129 WOODHAVEN WAY
ALPHARETTA GA 30201

BANKS RICKEY E
134 WEATHERLY WAY UNIT 134
ALPHARETTA GA 30009

BREHM JOANNE
1350 PACES FORREST DR NW
ATLANTA GA 30327

FELIX ALEJANDRA
144 WEATHERLY WAY
ALPHARETTA GA 30009

CAZAYOUX STEPHEN
104 WEATHERLY WAY
ALPHARETTA GA 30009

JOACHIM CARLINE
110 WOODHAVEN WAY
ALPHARETTA GA 30009

RODNEY GLENN B
114 WEATHERLY WAY
ALPHARETTA GA 30009

MAYA PROPERTIES ALPHARETTA LLC
11681 HAYNES BRIDGE RD STE 200
ALPHARETTA GA 30009

SIMPKINS SHEILA MARIE M
& DAVID CHARLES
120 WEATHERLY LN
ALPHARETTA GA 30004-2142

ROBERTS MARY B
124 WOODHAVEN WAY
ALPHARETTA GA 30009

MOORE CAROLYN M
130 WEATHERLY WAY
ALPHARETTA GA 30009

FOULKES EARTHA MARIE
134 WOODHAVEN WAY
ALPHARETTA GA 30009-2123

GREENE AINSLEY MARIE
140 WEATHERLY WAY
ALPHARETTA GA 30009

SHOUP VICTOR NELSON
145 WOODHAVEN WAY
ALPHARETTA GA 30009

BANKS KHIA C
149 WOODHAVEN WAY
ALPHARETTA GA 30004

COOK OUT ALPHARETTA INC
15 LAURA LANE STE 300
THOMASVILLE NC 27360

MARCUS BETTY S
150 WEATHERLY WAY
ALPHARETTA GA 30004

STEVENS KENNETH & LAURA
150 WOODHAVEN WAY
ALPHARETTA GA 30009

BALCH MARY L
154 WEATHERLY WAY
ALPHARETTA GA 30004-2142

DOLGOPYAT ILYA &
DOLGOPYAT SVETLANA
154 WOODHAVEN WAY
ALPHARETTA GA 30009

TURNWALD TIMOTHY J &
TURNWALD JULIET J
155 WOODHAVEN WAY
ALPHARETTA GA 30009

ROSARIO CHARLES L &
PORTILLO GIOVANNA D
159 WOODHAVEN WAY APT 100
ALPHARETTA GA 30009-2147

BRITT GREGORY C & MEGHAN D
160 WOODHAVEN WAY
ALPHARETTA GA 30009

ROGERS SANDRA L
164 WOODHAVEN WAY
ALPHARETTA GA 30009

GOLD SANDRA S
165 WOODHAVEN WAY
ALPHARETTA GA 30009

SPORLEDER AMY
169 WOODHAVEN WAY
ALPHARETTA GA 30009

HUYNH LAI
180 WOODHAVEN WAY
ALPHARETTA GA 30009

PARAMOUNT MEDICAL PROPERTIES LLC
1950 EVERGRACE DR
ALPHARETTA GA 30009

DEVELOPMENT AUTHORITY
OF ALPHARETTA
2 PARK PLZ
ALPHARETTA GA 30009

CATAMOUNT PROPERTIES 2018 LLC
2015 MANHATTAN BEACH BLVD STE 100
REDONDO BEACH CA 90278

MERUGA VENKATA ANITHA RAJ
2120 DUNBARTON CRST
CUMMING GA 30041

PETTAS DENNIS & PETTAS JENNIFER
2450 CROSS SPRINGS DR
CUMMING GA 30041

BB MORRISON PARK LLC
280 INTERSTATE NORTH CIR SE SUITE 400
ATLANTA GA 30339

PACIFIC OAK SOR GEORGIA 400 CENTER LLC
3200 PARK CENTER DR STE 800
COSTA MESA CA 92626

HASIJA SHIKHAR & TANDON MALIKA
3299 WINDSOR LAKE DR NE
ATLANTA GA 30319

AES GB TRUST THE
330 LAKE MANOR TRC
ALPHARETTA GA 30022

SEALY ALPHARETTA L L C
333 TEXAS ST STE 1050
SHREVEPORT LA 71101

LWV TPA GA 400 LLC
3350 RIVERWOOD PKWY STE 750
ATLANTA GA 30339

F7 NWO LLC
3455 PEACHTREE RD NE STE 650
ATLANTA GA 30326

F7 NWRET LLC
3455 PEACHTREE RD NE STE 650
ATLANTA GA 30326

RAINWATER DRIVE INVESTORS LLC
375 NORTHRIDGE RD
SANDY SPRINGS GA 30350

520 JSD LLC
407 ALLYSON CIR
ALPHARETTA GA 30009

HAVERDINK STEVEN JOHN
& HANNAH CHRISTINE
407 ALLYSON CIR
ALPHARETTA GA 30009

RODRIGUEZ RICARDO
417 ALLYSON CIR
ALPHARETTA GA 30009

ESFANDIARI SAED
427 ALLYSON CIR
ALPHARETTA GA 30009

MAYA PROPERTIES ALPHARETTA LLC
42912 BLUEHOUSE LN
ALPHARETTA GA 30022

ZUNIGA FELIPE & LEONILA FUENTES
450 JON SCOTT DR
ALPHARETTA GA 30004

APPEN HANS RAYMOND & KRISTINA BROWN
470 JON SCOTT DR
ALPHARETTA GA 30009

MC GOWIN HOLDINGS LLC
4945 OAKMONT BEND DR
ALPHARETTA GA 30004

FALCO ANNETTE E
497 JON SCOTT DR
ALPHARETTA GA 30004-2111

KETTLES CAROL B
510 JON SCOTT DR
ALPHARETTA GA 30004-2125

BOURNE BETTY L
517 JON SCOTT DR
ALPHARETTA GA 30009

DERENTHAL MARK & ANNA LISA
530 JON SCOTT DR
ALPHARETTA GA 30004

JON SCOTT LLC
5755 N POINT PKWY STE 213
ALPHARETTA GA 30022

BUIJJI 2550 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

SHEIRAZ LLC
630 LONDONBERRY RD
ATLANTA GA 30327

BLALOCK KATHY ELAINE & NORMAN
66 KATYDID LANE
DAWSONVILLE GA 30534

PEREIRA STACEY
7647 AVALON BLVD
ALPHARETTA GA 30009

B&O (140) LLC
812 HILLARY ST
NEW ORLEANS LA 70118

MICHAELDRIVE514 LLC
900 COBBLESTONE CT
ALPHARETTA GA 30009

BANK OF NORTH GEORGIA
P.O. BOX 2026
ROSWELL GA 30077

DELTA COMMUNITY CREDIT UNION
P.O. BOX 20541
ATLANTA GA 30320

AMERICAN HONDA MOTOR CO INC
P.O. BOX 239
GREENSBORO GA 30642

COOK OUT ALPHARETTA INC
PO BOX 698
THOMASVILLE NC 27361

Updated 7/8/24

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PH-24-15/V-24-24

PH #: _____

Property Taxes & Code Violations Verified

Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678297-6070.

Contact Information:

Contact Name: BB MORRISON PARK LLC c/o The Galloway Law Group, LLC Telephone: (404) 965-3681

Address: 4062 Peachtree Road NE Suite: A330

City Atlanta State: GA Zip: 30319 Fax: _____

Mobile Tel: (678) 575-0001 Email: woody@glawgp.com

Subject Property Information:

Address: 0 Haynes Bridge Road Current Zoning: MIX

District: 1st Section: 2 Land Lot: 745 & 746 Parcel ID: 12 271007450325

Proposed Zoning: MIX Current Use: The Gathering (mixed-use development)

This Application For *(Check All That Apply)*:

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

APPLICANT REQUEST AND INTENT

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

Please see enclosed Letter of Intent.

Applicant's Request (Please itemize the proposal):

Please see enclosed Letter of Intent.

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

Please see enclosed Letter of Intent.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: BB MORRISON PARK LLC c/o The Galloway Law Group, LLC Telephone: (404) 965-3681

Address: 4062 Peachtree Road NE Suite: A330

City Atlanta State: GA Zip: 30319 -

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: ,William Woodson Galloway, The Galloway Law Group, LLC Telephone: (404) 965-3681

Address: 4062 Peachtree Road NE Suite: A330

City Atlanta State: GA Zip: 30319 -

So Sworn and Attested:

Owner Signature: BB MORRISON PARK LLC Date: 6-3-24

By: Adam Brock, Manager

Notary:

Notary Signature: RACHAEL DUPREL NOTARY PUBLIC Cherokee County State of Georgia My Comm. Expires June 21, 2026 Date: 06/03/2024

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: BB MORRISON PARK LLC

Subject Public Hearing Case: The Gathering - change in conditions (2024)

Campaign Contribution Information:

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

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

Name of Official: N/A Position: /

Description of Contribution: NA Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Description of Contribution: Value:

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: Date: 6-3-24

DISCLOSURE FORM

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

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Name of Applicant or Opponent: BB MORRISON PARK LLC

Subject Public Hearing Case: The Gathering - change in conditions (2024)

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature: _____ Date: 6/03/2024

The Galloway Law Group, LLC, as Attorney for the Applicant

By: Jordan Edwards

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: The Gathering - change in conditions (2024)

Contact Name: BB MORRISON PARK LLC c/o The Galloway Law Group, LLC Telephone: (404) 965-3682

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

Please see enclosed Notification List.

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

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

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

The Applicant will provide contact information in the notice letter that will be sent to the individuals and/or entities included in the enclosed Notice List and will promptly respond to all inquiries. Additionally, the Applicant will attend a Community Zoning Information Meeting to address questions or concerns of the public.

FREDERICKS KRIS DORIAN
100 WEATHERLY WAY
ALPHARETTA GA 30009

HAYNES BRIDGE LLC
1064 EIGHTY FIFTH ST
BROOKLYN NY 11228

ENCLAVE AT VANTAGE POINT CONDOMINIUM ASSOCIATION INC THE
1129 BLACKSHEAR DR
DECATUR GA 30033

S R PROPERTIES USA LLC
11425 HAYNES BRIDGE RD
ALPHARETTA GA 30009

ELEY MILTON W
1171 CROFTON LNDG
SUWANEE GA 30024

HERNANDEZ JULIO & HERNANDEZ KATYA
120 WOODHAVEN WAY
ALPHARETTA GA 30009

TARANGO CONCEPCION ESPINOSA
125 WOODHAVEN WAY
ALPHARETTA GA 30004

SMITH SHETETA
130 WOODHAVEN WAY
ALPHARETTA GA 30004

CONTANT NICOLE
135 WOODHAVEN WAY
ALPHARETTA GA 30004

DEEMER RONALD
140 WOODHAVEN WAY
ALPHARETTA GA 30009

SHELTON ERIK QUINN
100 WOODHAVEN WAY
ALPHARETTA GA 30009

TUELL SAMUEL EZEKIEL & WHITEN SHAYE M
110 WEATHERLY WAY
ALPHARETTA GA 30009

MAYFLOWER PROPERTY 0915 LLC
1129 BLACKSHEAR DR
DECATUR GA 30033

SCHIMMEL THOMAS CHARLES & CARRIE LEIGH
115 WOODHAVEN WAY
ALPHARETTA GA 30009

CLARK DIANA N
119 WOODHAVEN WAY
ALPHARETTA GA 30009

REVOCABLE TR CREATED JACQUELINE KALLAS THE
124 WEATHERLY WAY
ALPHARETTA GA 30009

MC KENZIE MARK A
129 WOODHAVEN WAY
ALPHARETTA GA 30201

BANKS RICKEY E
134 WEATHERLY WAY UNIT 134
ALPHARETTA GA 30009

BREHM JOANNE
1350 PACES FORREST DR NW
ATLANTA GA 30327

FELIX ALEJANDRA
144 WEATHERLY WAY
ALPHARETTA GA 30009

CAZAYOUX STEPHEN
104 WEATHERLY WAY
ALPHARETTA GA 30009

JOACHIM CARLINE
110 WOODHAVEN WAY
ALPHARETTA GA 30009

RODNEY GLENN B
114 WEATHERLY WAY
ALPHARETTA GA 30009

MAYA PROPERTIES ALPHARETTA LLC
11681 HAYNES BRIDGE RD STE 200
ALPHARETTA GA 30009

SIMPKINS SHEILA MARIE M & DAVID CHARLES
120 WEATHERLY LN
ALPHARETTA GA 30004-2142

ROBERTS MARY B
124 WOODHAVEN WAY
ALPHARETTA GA 30009

MOORE CAROLYN M
130 WEATHERLY WAY
ALPHARETTA GA 30009

FOULKES EARTHA MARIE
134 WOODHAVEN WAY
ALPHARETTA GA 30009-2123

GREENE AINSLEY MARIE
140 WEATHERLY WAY
ALPHARETTA GA 30009

SHOUP VICTOR NELSON
145 WOODHAVEN WAY
ALPHARETTA GA 30009

BANKS KHIA C
149 WOODHAVEN WAY
ALPHARETTA GA 30004

COOK OUT ALPHARETTA INC
15 LAURA LANE STE 300
THOMASVILLE NC 27360

MARCUS BETTY S
150 WEATHERLY WAY
ALPHARETTA GA 30004

STEVENS KENNETH & LAURA
150 WOODHAVEN WAY
ALPHARETTA GA 30009

BALCH MARY L
154 WEATHERLY WAY
ALPHARETTA GA 30004-2142

DOLGOPYAT ILYA &
DOLGOPYAT SVETLANA
154 WOODHAVEN WAY
ALPHARETTA GA 30009

TURNWALD TIMOTHY J &
TURNWALD JULIET J
155 WOODHAVEN WAY
ALPHARETTA GA 30009

ROSARIO CHARLES L &
PORTILLO GIOVANNA D
159 WOODHAVEN WAY APT 100
ALPHARETTA GA 30009-2147

BRITT GREGORY C & MEGHAN D
160 WOODHAVEN WAY
ALPHARETTA GA 30009

ROGERS SANDRA L
164 WOODHAVEN WAY
ALPHARETTA GA 30009

GOLD SANDRA S
165 WOODHAVEN WAY
ALPHARETTA GA 30009

SPORLEDER AMY
169 WOODHAVEN WAY
ALPHARETTA GA 30009

HUYNH LAI
180 WOODHAVEN WAY
ALPHARETTA GA 30009

PARAMOUNT MEDICAL PROPERTIES LLC
1950 EVERGRACE DR
ALPHARETTA GA 30009

DEVELOPMENT AUTHORITY
OF ALPHARETTA
2 PARK PLZ
ALPHARETTA GA 30009

CATAMOUNT PROPERTIES 2018 LLC
2015 MANHATTAN BEACH BLVD STE 100
REDONDO BEACH CA 90278

MERUGA VENKATA ANITHA RAJ
2120 DUNBARTON CRST
CUMMING GA 30041

PETTAS DENNIS & PETTAS JENNIFER
2450 CROSS SPRINGS DR
CUMMING GA 30041

BB MORRISON PARK LLC
280 INTERSTATE NORTH CIR SE SUITE 400
ATLANTA GA 30339

PACIFIC OAK SOR GEORGIA 400 CENTER LLC
3200 PARK CENTER DR STE 800
COSTA MESA CA 92626

HASIJA SHIKHAR & TANDON MALIKA
3299 WINDSOR LAKE DR NE
ATLANTA GA 30319

AES GB TRUST THE
330 LAKE MANOR TRC
ALPHARETTA GA 30022

SEALY ALPHARETTA L L C
333 TEXAS ST STE 1050
SHREVEPORT LA 71101

LWV TPA GA 400 LLC
3350 RIVERWOOD PKWY STE 750
ATLANTA GA 30339

F7 NWO LLC
3455 PEACHTREE RD NE STE 650
ATLANTA GA 30326

F7 NWRET LLC
3455 PEACHTREE RD NE STE 650
ATLANTA GA 30326

RAINWATER DRIVE INVESTORS LLC
375 NORTHRIDGE RD
SANDY SPRINGS GA 30350

520 JSD LLC
407 ALLYSON CIR
ALPHARETTA GA 30009

HAVERDINK STEVEN JOHN
& HANNAH CHRISTINE
407 ALLYSON CIR
ALPHARETTA GA 30009

RODRIGUEZ RICARDO
417 ALLYSON CIR
ALPHARETTA GA 30009

ESFANDIARI SAED
427 ALLYSON CIR
ALPHARETTA GA 30009

MAYA PROPERTIES ALPHARETTA LLC
42912 BLUEHOUSE LN
ALPHARETTA GA 30022

ZUNIGA FELIPE & LEONILA FUENTES
450 JON SCOTT DR
ALPHARETTA GA 30004

APPEN HANS RAYMOND & KRISTINA BROWN
470 JON SCOTT DR
ALPHARETTA GA 30009

MC GOWIN HOLDINGS LLC
4945 OAKMONT BEND DR
ALPHARETTA GA 30004

FALCO ANNETTE E
497 JON SCOTT DR
ALPHARETTA GA 30004-2111

KETTLES CAROL B
510 JON SCOTT DR
ALPHARETTA GA 30004-2125

BOURNE BETTY L
517 JON SCOTT DR
ALPHARETTA GA 30009

DERENTHAL MARK & ANNA LISA
530 JON SCOTT DR
ALPHARETTA GA 30004

JON SCOTT LLC
5755 N POINT PKWY STE 213
ALPHARETTA GA 30022

BUIJJI 2550 LLC
5755 N POINT PKWY STE 85
ALPHARETTA GA 30022

SHEIRAZ LLC
630 LONDONBERRY RD
ATLANTA GA 30327

BLALOCK KATHY ELAINE & NORMAN
66 KATYDID LANE
DAWSONVILLE GA 30534

PEREIRA STACEY
7647 AVALON BLVD
ALPHARETTA GA 30009

B&O (140) LLC
812 HILLARY ST
NEW ORLEANS LA 70118

MICHAELDRIVE514 LLC
900 COBBLESTONE CT
ALPHARETTA GA 30009

BANK OF NORTH GEORGIA
P.O. BOX 2026
ROSWELL GA 30077

DELTA COMMUNITY CREDIT UNION
P.O. BOX 20541
ATLANTA GA 30320

AMERICAN HONDA MOTOR CO INC
P.O. BOX 239
GREENSBORO GA 30642

COOK OUT ALPHARETTA INC
PO BOX 698
THOMASVILLE NC 27361

LETTER OF INTENT
APPLICATION FOR PUBLIC HEARING
CITY OF ALPHARETTA, GEORGIA

BB MORRISON PARK LLC (the "Applicant") requests a modification of the Conditions of Zoning applicable to the approximately 24.76 acres it owns located at the western quadrant of the intersection of Haynes Bridge Road and Morrison Parkway (0 Haynes Bridge Road; Parcel Identification Number 12 271007450325) (the "Property") to allow the development shown on the enclosed Site Plan. The Property is currently under development for a mixed-use project known as "The Gathering". The Applicant is partnering with an experienced developer to execute The Gathering's commercial component, and several refinements of the previously approved site plan have been recommended. To allow the proposed development, the Applicant accordingly requests the following modifications to the applicable Conditions of Zoning (see Z-21-05/V-21-13 as later amended by PH-23-03):

- Condition #1 to be amended and restated in its entirety to read as follows: "The 24.76-acre property shall be zoned MU and the site shall be developed substantially similar to plan ZP-2 by Kimley Horn, dated 5-31-2024."
- Condition #4.a. to be amended and restated in its entirety to read as follows: "39 'For-Sale' single-family detached homes and 140 'For-Sale' townhome units shall be permitted with a maximum height of 4 stories or 50'. 14' townhomes shall be limited to no more than 52 units and shall have no more than 2 bedrooms. No more than 10% of units/homes shall be rented as stated in the HOA documents."
- Condition #4.b. to be amended and restated in its entirety to read as follows: "Retail/Restaurant/Office – Maximum 50,000 square feet permitted, not including outdoor dining areas. Building facades facing Haynes Bridge Road or Morrison Parkway shall be a minimum height of 18'."
- Condition #25 to be amended and restated in its entirety to read as follows: "Developer shall provide at least 2 original sculptures, murals or North Point District Thresholds located at prominent locations within the development, with final approval by the Cultural Arts Commission. Construction of 1 sculpture, mural or District Threshold shall be required concurrent with the first CO for a commercial use south of the power line

easement and all sculptures, murals or District Threshold shall be completed prior to final CO for the commercial uses. An art installation shall be provided at the location depicted on the site plan, with final approval by the Cultural Arts Commission. The budget for the described sculptures and artwork shall not exceed $100,000."

As shown on the enclosed Site Plan, these amended conditions would allow the refinement of several of the non-residential elements of the most recently approved site plan for the Property (see PH-2023-03), including:

- Removal of the 4-level parking deck fronting Haynes Bridge Road
- Reduction of the number of parking spaces
- Removal of the dog park
- Relocation of some commercial buildings

As described above, the Applicant also seeks additional flexibility for the maximum height of townhomes in the development's residential component. Specifically, the Applicant requests that the previously approved townhomes may be up to 4 stories or 50 feet in height, to match other approved townhome developments in the vicinity of the Property.

Because these minor modifications of the Conditions of Zoning are consistent with the intent of the development previously approved for the Property, the Applicant respectfully asks that the City Council of Alpharetta approve these changes as requested.

Sincerely,

THE GALLOWAY LAW GROUP, LLC

William Woodson Galloway
Jordan Edwards

4062 Peachtree Road NE, Suite A330
Atlanta, Georgia 30319

SITE PLAN NOTE:

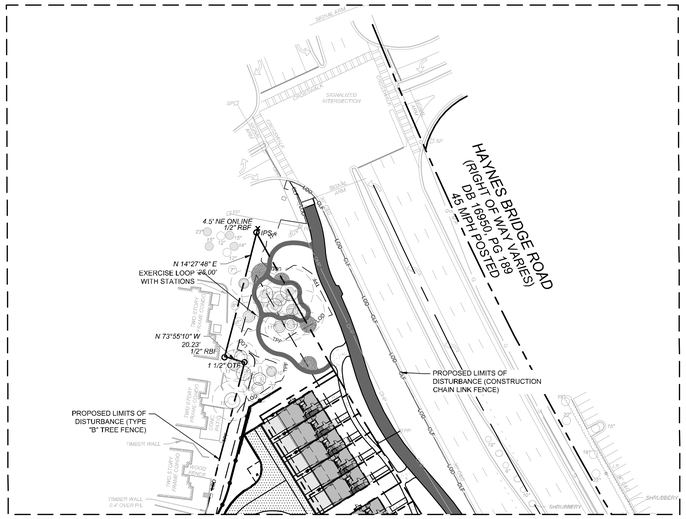
THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

STORMWATER MANAGEMENT NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS PROVIDING RUNOFF REDUCTION, CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION, AND WATER QUALITY CONTROL PER THE CODE REQUIREMENTS.

LEGAL DESCRIPTION

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 24.759 ACRES LYING AND BEING IN LAND LOTS 745 & 746 OF THE 1ST DISTRICT, 2ND SECTION, IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 697, 698, 745, & 746 BEING 1 INCH OPEN TOP PIPE, SAID REBAR BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LAND LOT LINE OF LAND LOT 746 NORTH 00 DEGREES 46 MINUTES 21 SECONDS EAST A DISTANCE OF 110.23 FEET TO A 1/2 INCH REBAR FOUND; THENCE LEAVING SAID LAND LOT LINE SOUTH 88 DEGREES 53 MINUTES 27 SECONDS EAST A DISTANCE OF 289.25 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE; THENCE NORTH 14 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 835.76 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE; THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST A DISTANCE OF 20.23 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 14 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2 INCH REBAR SET ON THE RIGHT OF WAY MARGIN OF HAYNES BRIDGE ROAD (R/W VARIES); THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 764.40 FEET WITH A RADIUS OF 4368.09 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 33 DEGREES 15 MINUTES 12 SECONDS EAST AND A DISTANCE OF 763.43 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 364.01 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST A DISTANCE OF 100.39 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 26 MINUTES 19 SECONDS EAST A DISTANCE OF 150.40 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 09 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 49.49 FEET TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF MORRISON PARKWAY; THENCE ALONG THE RIGHT OF WAY MARGIN OF MORRISON PARKWAY SOUTH 52 DEGREES 45 MINUTES 19 SECONDS WEST A DISTANCE OF 184.61 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 55 DEGREES 52 MINUTES 04 SECONDS WEST A DISTANCE OF 114.63 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 313.56 FEET WITH A RADIUS OF 1315.85 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 41 MINUTES 38 SECONDS WEST AND A DISTANCE OF 312.82 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 69 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 23.93 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 397.01 FEET WITH A RADIUS OF 1291.19 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 76 DEGREES 06 MINUTES 31 SECONDS WEST AND A DISTANCE OF 296.36 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 08 DEGREES 29 MINUTES 15 SECONDS EAST A DISTANCE OF 3.91 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 212.48 FEET WITH A RADIUS OF 1389.20 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 86 DEGREES 33 MINUTES 58 SECONDS WEST AND A DISTANCE OF 212.27 FEET TO A 1/2 INCH REBAR SET; THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 89 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 259.08 FEET TO A NAIL SET AT THE WESTERLY LAND LOT LINE OF LAND LOT 745; THENCE LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID LAND LOT LINE NORTH 00 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 545.62 FEET TO A 1 INCH OPEN TOP FOUND, SAID OPEN TOP BEING THE POINT OF BEGINNING.



INSET: 1" = 60'

SEE INSET

VICINITY MAP

FEMA MAP

THE PROJECT SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0058F AND 13121C0066F DATED 09/18/2013.

DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	24.76 ACRES
BUILDING SETBACK:	
FRONT (HAYNES BRIDGE)	20 FT (OFF SIDEWALK)
FRONT (MORRISON PKWY)	10 FT (OFF SIDEWALK)
BUILDING SETBACK FOR SINGLE FAMILY LOTS:	
FRONT:	0'
SIDE:	0'
REAR:	0'
LANDSCAPE SETBACK:	
FRONT (HAYNES BRIDGE)	20 FT (OFF R/W LINE)
FRONT (MORRISON PKWY)	20 FT (OFF R/W LINE)
SIDE	5 FT
REAR	5 FT

PROPOSED LAND USES & DENSITIES:

TOWNHOME A	52 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
TOWNHOME B	36 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
TOWNHOME C	52 UNITS
GARAGE PARKED WITH 18' DRIVEWAYS	
RESIDENTIAL LOTS	39 UNITS
45'X80' MIN. REAR-LOAD (TYP)	
GARAGE PARKED WITH 18' DRIVEWAYS	
TOTAL:	179 UNITS
179 UNITS/ 24.76 ACRES = 7.23 UNITS PER ACRE	
COMMERCIAL CENTER	50,000 SF (MAXIMUM ALLOWED)
PROPOSED:	43,480 SF

PARKING SUMMARY:

REQUIRED PARKING:	**533 SPACES** (TOTAL) (PARKING CALCS INCLUDE 20% REDUCTION ALLOWED PER CODE)
TOWNHOME A (52 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	125 SPACES (1 / BEDROOM*0.80)
TOWNHOME B (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	87 SPACES (1 / BEDROOM*0.80)
TOWNHOME C (52 UNITS) (ASSUMES ALL 2 BEDROOM TOWNHOMES)	84 SPACES (1 / BEDROOM*0.80)
SINGLE FAMILY (39 LOTS)	63 SPACES (2 / LOT*0.80)
COMMERCIAL CENTER (43,480 SF)	174 SPACES (1 / 200 SF *0.80)
PROPOSED PARKING:	**881 SPACES** (TOTAL)
TOWNHOME A (52 UNITS)	104 SPACES ENCLOSED 104 SPACES DRIVEWAY
TOWNHOME B (36 UNITS)	72 SPACES ENCLOSED 72 SPACES DRIVEWAY
TOWNHOME C (52 UNITS)	52 SPACES ENCLOSED 52 SPACES DRIVEWAY
SINGLE FAMILY (39 LOTS):	78 SPACES ENCLOSED 78 SPACES DRIVEWAY
ON STREET PARKING (RESIDENTIAL)	88 SPACES
ON STREET PARKING (COMMERCIAL)	6 SPACES
COMMERCIAL SURFACE PARKING	175 SPACES

OPEN SPACE REQUIREMENTS (NORTH POINT OVERLAY SEC 2.10.10 TABLE)

CIVIC SPACE:	**2.48 ACRES** (10% SITE AREA)
AMENITY SPACE:	**1.24 ACRES** (5% SITE AREA)
ECO-DISTRICT SPACE:	10 POINTS

PROPOSED OPEN SPACE

CIVIC SPACE:	**3.02 ACRES** (131,430 SF)
AMENITY SPACE:	**3.61 ACRES** (157,350 SF)

ECO-DISTRICT SPACE (PER UDC 2.10.11-D):	**11 POINTS**
HEAT ISLAND REDUCTION MEASURE	2 POINTS
ENHANCED BICYCLE AMENITIES MEASURE	2 POINTS
ADDITIONAL LANDSCAPED CIVIC SPACE	2 POINTS
CONNECTED OPEN SPACE	2 POINTS
BIO-RETENTION	1 POINT
ALTERNATIVE TRANSPORTATION MEASURE	2 POINTS

SITE PLAN LEGEND:

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE STRIP BUFFER LINE
- STANDARD DUTY CONCRETE SIDEWALK
- ALPHA LOOP SIDEWALK STANDARD DUTY CONCRETE
- HEAVY DUTY CONCRETE PAVEMENT
- CITY OF ALPHARETTA TYPE I ASPHALT
- CITY OF ALPHARETTA TYPE II ASPHALT
- CONCRETE DRIVEWAY
- BRICK PAVER

VARIANCES:

1. MINIMUM ACREAGE FOR MU ZONING IS 25 ACRES. WE ARE REQUESTING AN EXCEPTION SINCE THE PROPERTY IS 24.76 ACRES.
2. REMOVAL OF THE OFFICE DENSITY REQUIREMENT
3. STREETSCAPE ALONG HAYNES BRIDGE
   A. REDUCE 12' SIDEWALK TO 8' SIDEWALK
   B. REDUCE 8' PLANTER TO 6' PLANTER
   C. ALLOW HARDSCAPE IN 20' LANDSCAPE STRIP OFF R/W LINE
4. STREETSCAPE ALONG MORRISON PARKWAY
   A. REDUCE 12' SIDEWALK TO 8' SIDEWALK
   B. REDUCE 10' PLANTER TO 6' PLANTER
   C. ALLOW HARDSCAPE IN 20' LANDSCAPE STRIP OFF R/W LINE
5. STREETSCAPE ALONG PUBLIC STREET "A"
   A. REDUCE 10' SIDEWALKS TO 6'
6. STREETSCAPE ALONG PUBLIC STREET "B"
   A. REDUCE 10' SIDEWALKS TO 8'
7. STREETSCAPE ALONG PUBLIC ALLEYS
   A. REDUCE 10' SIDEWALKS TO 5' SIDEWALKS
   B. REDUCE 4' PLANTER TO 0' PLANTER

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
0 30 60 120

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 435-6700
WWW.KIMLEY-HORN.COM

CLIENT
BROCK BUILT HOMES, LLC
1110 NORTHCHASE PKWY SE, SUITE 150
MARIETTA, GA 30067
PHONE: (404) 351-7555

No.	REVISION DESCRIPTIONS	DATE	BY
	LDP SUBMITTAL	01/31/2022	MAP
	CITY OF ALPHARETTA LD PERMIT SET	06/24/2022	MAP
	CITY OF ALPHARETTA CITY COUNCIL RESUBMITTAL	12/16/2022	MAP
	CITY OF ALPHARETTA LD PERMIT SET - REVISION 1	03/07/2024	MAP
	CITY OF ALPHARETTA CITY COUNCIL RESUBMITTAL	05/07/2024	MAP
	CITY OF ALPHARETTA CITY COUNCIL RESUBMITTAL	07/02/2024	MAP

PROJECT
THE GATHERING
f.k.a MORRISON PARK
0 HAYNES BRIDGE ROAD, ALPHARETTA, GA 30009
LAND LOT 745 & 746, 1st DISTRICT 2nd SECTION

GEORGIA REGISTERED No. PE044634 PROFESSIONAL ENGINEER MARK A. PUTNAM
7-3-24

GSWCC CERT. (LEVEL II)	0000076495
DRAWN BY	BAC
DESIGNED BY	MAP
REVIEWED BY	JKM
DATE	01/31/2022
PROJECT NO.	013404004

TITLE
ZONING PLAN

SHEET NUMBER
ZP-2

Drawing name: K:\ALP_PRJ\013404004_Morrison Pkwy\CAD\Plansheets\C2-00 - SITE PLAN.dwg ZP-2 - Zoning Plan Jul 03, 2024 10:31am by: mark.putnam

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Retail at The Gathering

07.03.2024

PROJECT # 12063.00

55 IVAN ALLEN JR. BLVD, SUITE 100 ATLANTA, GA 30308

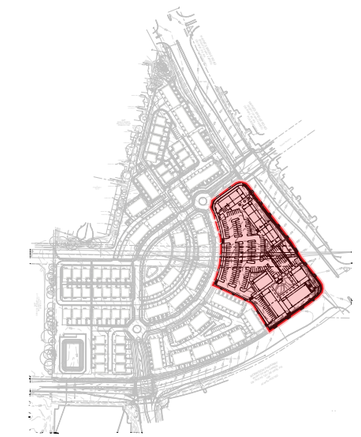
P: 404.688.3318 **W:** ASDSKY.COM



RETAIL AT THE GATHERING

BUILDING NAME	AREA - INTERIOR	AREA - EXTERIOR	FFE
Building A	**6,850 SQFT**		
Suite A-1	3,275 SQFT		1094’
Suite A-2	3,575 SQFT		1096’
Building B	**7,300 SQFT**	**920 SQFT**	
Suite B-1	2,600 SQFT		1096’
Suite B-2	2,350 SQFT		1094’
Suite B-3	2,350 SQFT		1092’
Building C	**4,500 SQFT**	**1,000 SQFT**	**1087’**
Suite C-1	1,250 SQFT	250 SQFT	
Suite C-2	1,000 SQFT		
Suite C-3	2,250 SQFT	750 SQFT	
Building D	**3,780 SQFT**	**900 SQFT**	**1079’**
Building E	**8,400 SQFT**	**1,280 SQFT**	**1079’**
Building F	**7,250 SQFT**	**1,020 SQFT**	**1079’**
Suite F-1	3,625 SQFT		
Suite F-2	3,625 SQFT	1,020 SQFT	
Building G	**5,400 SQFT**		**1080’**
Total	**43,480 SQFT**	**5,120 SQFT**	

(all square footages are approximate values)



N

0’ 20’ 40’ 80’ 100’

SCALE: 1” = 80’-0”

PARKING TYPE	COUNT
90°	**143 Spaces**
Compact	**18 Spaces**
ADA	**6 Spaces**
EV	**8 Spaces**
Street (Parallel)	**6 Spaces**
Total	**181 Spaces + 21 Bicycle Spaces**

KEY NOTES

1 Outdoor Seating Area
2 Proposed Sculpture/Art Location
3 Outdoor Central Amenity Space
4 Outdoor Pavilion
5 Bicycle Racks
6 Alpha Loop
7 Retaining Wall
8 Community Connection (Speed Table)




urban
FINE HOUSE
8300




THE YARD
SAWMILL MARKET




THE SON of A BUTCHER

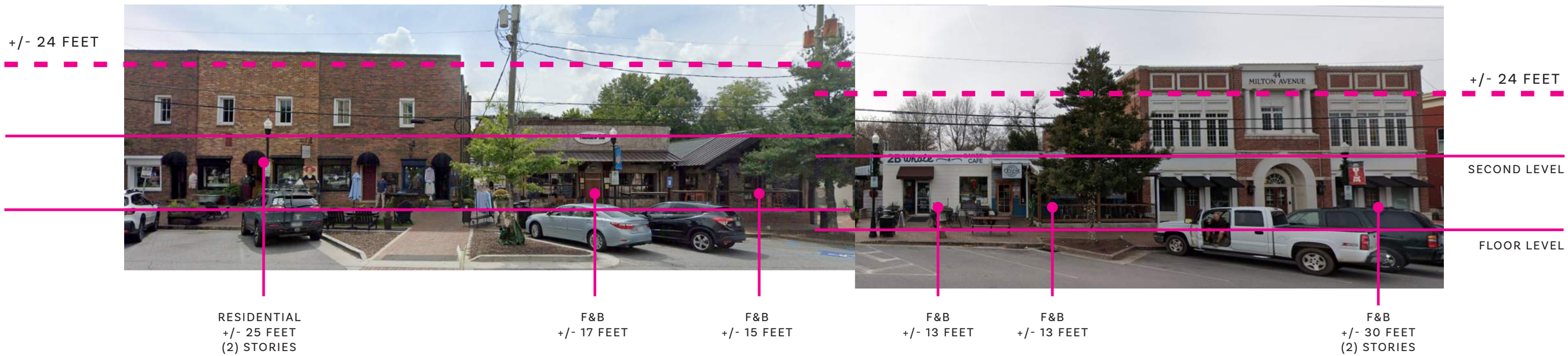

Mill
1827


FULL
COMMISSION

Downtown Alpharetta



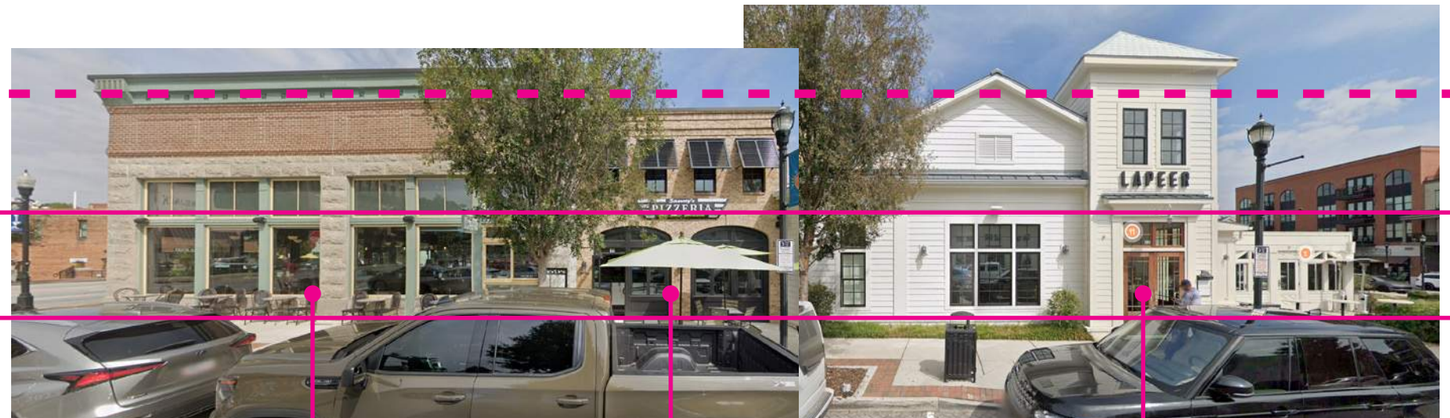
2 Alpharetta Highway



1 Milton Ave



2 South Main Street



1 North Broad Street



2 North Point Parkway



1 North Point Parkway

The Maxwell



+/- 24 FEET

SECOND LEVEL

FLOOR LEVEL

GYM
+/- 18 FEET

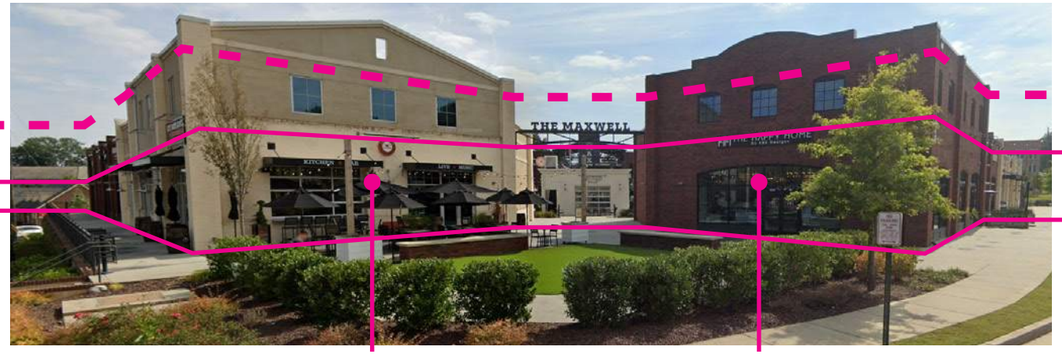
RETAIL
+/- 18 FEET

RETAIL
+/- 18 FEET

MEDICAL
SERVICES
+/- 20 FEET

F&B
+/- 25 FEET
(2) STORIES

3 Alpharetta Highway



+/- 24 FEET

SECOND LEVEL

FLOOR LEVEL

F&B
+/- 30 FEET
(2) STORIES

RETAIL
+/- 30 FEET
(2) STORIES

2 Alpharetta Highway + South Main Street



+/- 24 FEET

SECOND LEVEL

FLOOR LEVEL

RETAIL
+/- 25 FEET
(2) STORIES

F&B
+/- 20 FEET

F&B
+/- 20 FEET

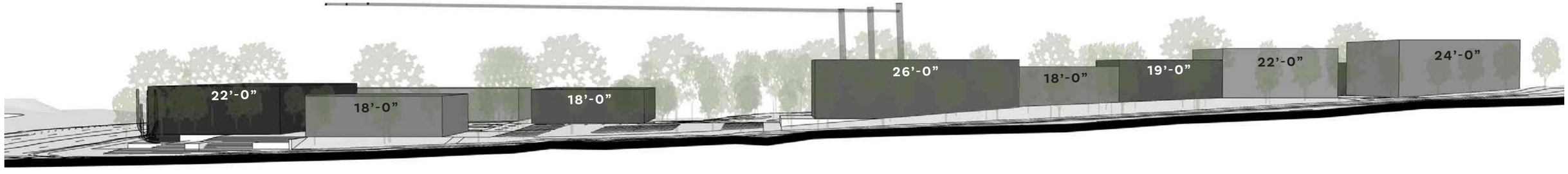
F&B
+/- 18 FEET

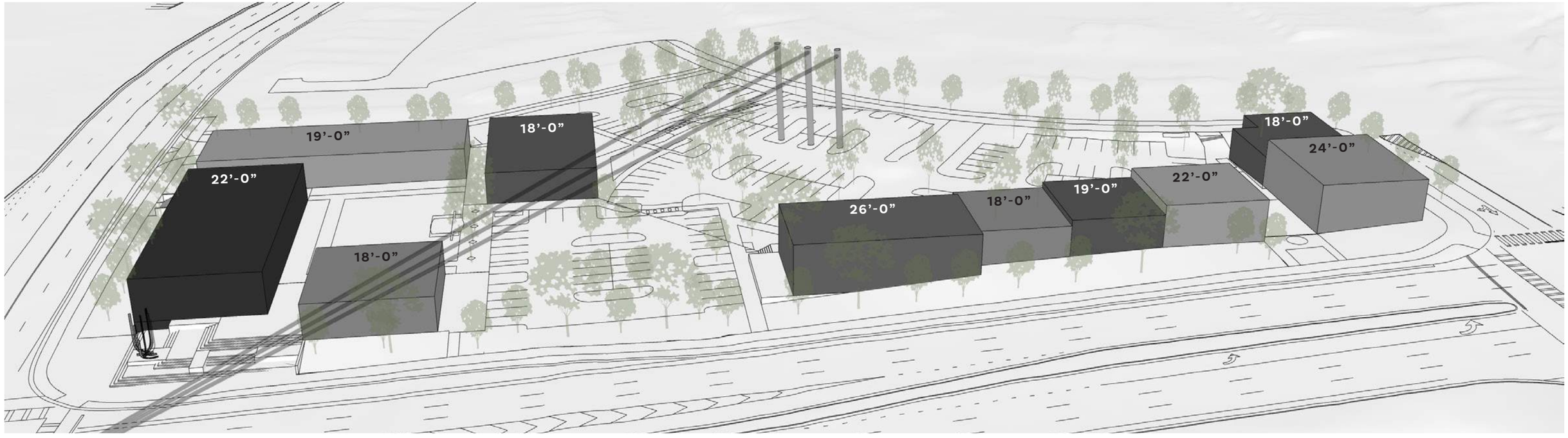
MEDICAL
SERVCES
+/- 18 FEET

GROOMER
+/- 18 FEET

1 South Main Street

Varied Heights 18’-0” to 26’-0”






morrison


morrison


n o
m o

CHARLESTON

THE GATHERING



1 / A3-401 CHARLESTON FRONT

1/8" = 1'-0"

A3-401

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 19, 2024

AGENDA ITEM:

Text Amendments: The Code of the City of Alpharetta - Alcohol Ordinance
FIRST READING
Consideration of adoption of an ordinance to amend Chapter 4 of the Code of the City of Alpharetta, Georgia to amend provisions regarding fees and administrative costs associated with an alcoholic beverage license, to amend procedures regarding review and approval of license applications and notice requirements; to provide for effective dates; to repeal ordinances in conflict herewith; and for other purposes.

STAFF RECOMMENDATION:

Adopt an ordinance to amend Chapter 4 of the Code of the City of Alpharetta, Georgia to amend provisions regarding fees and administrative costs associated with an alcoholic beverage license, to amend procedures regarding review and approval of license applications and notice requirements; to provide for effective dates; to repeal ordinances in conflict herewith; and for other purposes.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

During the July 29, 2024 City Council meeting, Mayor and City Council discussed proposed changes to the city's Alcohol Ordinance as a work session item. As a result of that discussion, Mayor and City Council directed staff to amend the city's alcohol ordinance to allow for alcoholic beverage licenses to be approved administratively by staff, except in specific situations, and for all license fees, investigative fees, and administrative costs to be approved by resolution of the City Council, from time to time. Within the Alcohol Ordinance, there are 12 code sections that reference fees. The attached ordinance was prepared for adoption in order to codify the direction of Mayor and City Council, based upon the Work Session discussion.

If approved, the city's Alcohol Ordinance would be amended to reflect the following:

Section 4-6: License Applications

- Allows for expansion of license payment options (other than only by certified check);
- Specifies that there is a license fee, investigative fee, and administrative costs associated with license applications;
- Removes language about specific fee amounts;
- Provides definitions of who is considered an applicant in a partnership, limited liability company, and corporations;

- Provides for an administrative approval process of applications, requires a public hearing in specific situations (when licensed premises does not have a building permit, when a variance is required, is for a special event, or when other conditions may exist);
- Amends public noticing requirements; and
- Specifies that in addition to new applications, there is also a yearly renewal application and an amendment application for when conditions of the business may change.

Section 4-10: Compliance and fee payment prior to license issuance; term of license; proration of fees; no refund

- Clarifies that proration of license fees are based upon when the application is submitted to the city; and
- Specifies that all alcoholic beverage license license fees, investigative fees, and administrative costs to be approved by resolution of the City Council, from time to time.

Section 4-30: Complimentary service.

- Offers general code clean up by removing abbreviations for clarity (ex: "CS" means Complimentary Service); and
- Specifies that all alcoholic beverage license license fees, investigative fees, and administrative costs to be approved by resolution of the City Council, from time to time.

Section 4-11: Nonprofit civic organization's temporary permit, Section 4-19: Renewal of license, Section 4-141: Growlers, Section 4-215: Exception for specialty gift shops, Section 4-239: Licensed alcoholic beverage caterers, Section 4-257: Exception for publicly-owned facilities, Section 4-347: Conditions of license issuance; Section 4-424 License Fee, and Section 4-457: Application; license fee

- Specifies that all alcoholic beverage license license fees, investigative fees, and administrative costs to be approved by resolution of the City Council, from time to time.

ALTERNATIVES:

Do not adopt an ordinance to amend the city's alcohol ordinance and suggest other amendments.

ATTACHMENTS:

1. Ordinance : Alcohol Ordinance Text Amendments

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND PROVISIONS REGARDING FEES AND ADMINISTRATIVE COSTS ASSOCIATED WITH AN ALCOHOLIC BEVERAGE LICENSE, TO AMEND PROCEDURES REGARDING REVIEW AND APPROVAL OF LICENSE APPLICATIONS AND NOTICE REQUIREMENTS; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, the Code of Ordinances of the City of Alpharetta, Georgia ("City") was designed to be amended from time to time when circumstances warrant that modifications be made in order to make the Code of Ordinances more responsive to community needs; and

WHEREAS, the Mayor and City Council desire to amend Chapter 4 of the Code of Ordinances related to regulations of alcoholic beverages; and

WHEREAS, the Mayor and City Council find that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

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

Section 1. Section 4-6 of Article I, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-6 in its entirety and replacing it with the following:

Sec. 4-6. License applications.

(a) All persons, as owners, desiring to engage in activities permitted by this chapter, shall make and file a written application to the city for the appropriate license on forms prescribed by the city. All applications shall be accompanied ~~by a certified check~~ with payment for the full amount of the license fee, investigative fee, and any other administrative costs associated with the application. ~~together with a separate check or cash in the amount of $350.00 to defray investigative and administrative costs.~~ If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the ~~$350.00~~ investigative fee and any other administrative costs shall be retained.

(b) The application shall include, but shall not be limited to: the name and address of the applicant and the proposed business to be carried on.

(1) If a partnership, the application shall include the names and residence addresses of the partners, and whether all partners have been convicted of any felony, misdemeanor, or a violation of any municipal ordinance;

(2) If a limited liability company with individual persons as members, the application shall include names and residence addresses of the members and whether its members have been convicted of any felony, misdemeanor, or a violation of any municipal ordinance;

(3) If a corporation or a limited liability company with corporate members having as its principal business the sale of alcoholic beverages, the application shall include the names and addresses of the principal officers, the name and address of the majority stockholder, the name and address of the agent for service of process, the name and address of the manager, or any other entity having a financial interest in each entity which is to own or operate the establishment, and whether its officers or manager has been convicted of any felony, misdemeanor, or a violation of any municipal ordinance. If the manager changes, the applicant must furnish the city clerk with the name and address of the new manager and other information as requested within ten days of such change.

(4) If a corporation or a limited liability company with corporate members having as its principal business an activity other than the sale of alcoholic beverages, the application shall include the name and address of the officer or employee of the corporation primarily responsible for the operation of the licensed premises, and whether its officers or manager has been convicted of any felony, misdemeanor, or a violation of any municipal ordinance.

(c) All applications shall be sworn to by the applicants before a notary public or other officer authorized to administer oaths.

~~(d) The department of community development or its designee shall review the application to determine compliance with city regulations and laws and to investigate the character and reputation of the applicant. If the director of community development or his designee determines that the application appears to meet the requirements of applicable law, the director of community development shall forward the application to the city clerk, who shall schedule and conduct a public hearing as provided in subsection (f) of this section.~~

(d) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints to be forwarded to the Georgia Bureau of Investigation and to the Federal Bureau of Investigation, as specified in O.C.G.A. § 3-3-2(c).

~~(e) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints to be forwarded to the state bureau of investigation and to the Federal Bureau of Investigation, as specified in O.C.G.A. § 3-3-2(c).~~

(e) The Director of Community Development or its designee shall review the application to determine completeness of the application and whether or not a public hearing may be required. A public hearing is required when there is an application for premises that does not yet have a building permit, requires a variance to the Alcohol

Ordinance, is for a special event, or there are conditions surrounding the application that warrant additional review or conditions.

(1) If the application is complete and a public hearing is not necessary, a public notice sign will be posted on the premises and to the city website.

(2) If the application is complete and a public hearing is required, the Director of Community Development or its designee shall request that the city clerk schedule a public hearing as provided in subsection (f) of this section and post a public notice on the premises and to the city website.

~~(f) The city clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the city clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this chapter, and the name of the applicant, and if a partnership, the name of the partners, and if a corporation, the names of the president, secretary and treasurer of such corporation. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the city clerk. Each applicant for a license for consumption on the premises of alcoholic beverages shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten days prior to consideration of the application by the city clerk, a notice of the pending application, meeting the following minimum specifications: this notice shall be painted or printed in black letters three inches or more in height, against a white background, on a wooden or metal sign, and having a surface of not less than 12 square feet, and shall be placed with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the city clerk hearing, and the name of the person making the application. If, after conducting the public hearing, the city clerk determines that the application meets the requirements of this chapter, the city clerk shall place the application on the consent agenda of the next available city council meeting. The license shall be issued following approval of the consent agenda.~~

(f) Each applicant for an alcoholic beverage license (except for special events and events on public property) shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of either 14 days or approval of the application, whichever is greater, a notice of the pending application, meeting the following minimum specifications: this notice shall be painted or printed in black letters three inches or more in height, against a white background, on a wooden or metal sign, and having a surface of not less than 12 square feet, and shall be placed with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet therefrom. The sign

shall state clearly the nature and purpose of the application and the name of the person or entity making the application.

(1) If the application is to be heard by city council, the notice must state the date and hour of the council meeting at which the application will be considered. Additionally, for all applications to be considered by city council, the city clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date and time the application will be considered by the city council, the location or street number of the premises where the applicant proposes to conduct activities permitted by this chapter, and the name of the applicant, and if a partnership, the name of the partners, and if a corporation, the names of the president, secretary and treasurer of such corporation. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the city council.

(2) For applications eligible to be administratively approved, notice of the premises location and name of the applicant shall be placed on the city website.

~~(g) The city shall have the authority to prescribe forms for new or renewal applications. All applicants shall furnish data, information and records as required by the city and shall ensure compliance with the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.~~

(g) After public noticing has been posted, the Director of Community Development or its designee shall review the application for compliance with city regulations and laws and investigate the character and reputation of the applicant(s).

~~(h) Any untrue or misleading information contained in, or material statement omitted from, an original, renewal or transfer application for a license shall be cause for the denial or revocation thereof.~~

(h) If the Director of Community Development or its designee determines that the application satisfies the requirements of applicable law and the city's ordinance, the Director of Community Development or its designee shall administratively approve the application.

~~(i) In all instances in which an application is denied under the provisions of this chapter, the applicant may not re-apply for a license for at least one year from the final date of such denial.~~

(i) The city shall have the authority to prescribe forms for new, amendment, or renewal applications. All applicants shall furnish data, information and records as required by the city and shall ensure compliance with the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.

~~(j) Each applicant shall certify that the applicant has read this chapter, and if a license is granted, each licensee shall maintain a copy of this chapter on the premises and shall require each of the licensee's employees to be familiar with this chapter.~~

(j) Any untrue or misleading information contained in, or material statement omitted from, an original, renewal or transfer application for a license shall be cause for the denial or revocation thereof.

(k) In all instances in which an application is denied under the provisions of this chapter, the applicant may not re-apply for a license for at least one year from the final date of such denial.

(l) Each applicant shall certify that the applicant has read this chapter, and if a license is granted, each licensee shall maintain a copy of this chapter on the premises and shall require each of the licensee's employees to be familiar with this chapter.

Section 2. Section 4-10 of Article I, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-10 in its entirety and replacing it with the following:

Sec. 4-10. Compliance and fee payment prior to license issuance; term of license; proration of fees; no refund.

(a) Before a license shall be granted, the applicant shall comply with all city rules and regulations pertaining to the sale of alcoholic beverages, and each applicant shall pay a license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

(b) All licenses shall be granted for the full calendar year or for the number of months remaining in the calendar year. Any applicant granted a license before July 1 shall pay the full license fee without proration. License fees for licenses granted on or after July 1 shall be prorated based on the number of months remaining in the calendar year following the date the application is submitted to the city. A partial month shall be counted as a full month.

(c) License fees are not refundable.

Section 3. Section 4-11 of Article I, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-11 in its entirety and replacing it with the following:

Sec. 4-11. Nonprofit civic organization's temporary permit.

Any bona fide nonprofit civic organization may be issued a temporary permit authorizing the organization to sell alcoholic beverages for consumption on the premises or to sell wine at retail for off-premises consumption, or both, for a period not to exceed three days, subject to all laws and ordinances regulating the time for selling such beverages. The temporary

permit shall be valid for only the place specified in the permit and no more than two permits may be issued to the applicant organization in any one calendar year. The organization must make application to the city ~~director of community development~~ and pay the ~~fee~~ license fee and any investigative or administrative fees associated with the application, ~~which may be established from time to time by the city council~~ in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. As used in this section, the term "bona fide nonprofit civic organization" means an entity which is exempt from federal income tax pursuant to the provisions of 26 U.S.C. § 501(c), 501(d) or 501(e).

Section 4. Section 4-19 of Article I, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-19 in its entirety and replacing it with the following:

Sec. 4-19. Renewal of license.

All licenses granted hereunder shall expire on December 31 of each year. A licensee who desires to renew his license shall file a renewal application accompanied by the requisite license fee and any investigative or administrative fees with the city upon forms prescribed by the city on or before November 15 of each year without penalty, and not later than December 15. Applications for renewal filed after November 15 and on or before December 15 shall be subject to a penalty of ten percent of the license fee. No renewal license shall be granted on applications filed after December 15, but such applications shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been issued. Failure of a licensee to comply with any section of this Code shall subject the licensee to non-renewal of the license.

Section 5. Section 4-30 of Article I, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-30 in its entirety and replacing it with the following:

Sec. 4-30. Complimentary service.

Complimentary service is the gratis provision of malt beverages or wine to patrons, and is permitted in accordance with this section. Complimentary service of malt beverages shall be limited to individual pours of no greater than 12 fluid ounces per person. Complimentary service of wine shall be limited to individual pours of no greater than six fluid ounces per person. Holders of a ~~CS~~ Complimentary Service permit may, in lieu of complimentary pours, elect to allow patrons to bring in the establishment one bottle of wine, but the pour shall not exceed six ounces per person. The following shall be ineligible to receive a ~~CS~~ Complimentary Service permit:

(1) Holders of other city alcoholic beverage licenses; or

(2) Establishments, as designated by the director of community development ~~director~~, with advice and assistance from staff and council, as providing a use or service that is not compatible with complimentary service of alcohol (i.e., gas stations, convenience stores).

The list of prohibited establishments may be revised from time to time and shall be on file for review in the clerk's office and the office of community development. The city shall develop a ~~CS~~ Complimentary Service application form and a ~~CS~~ Complimentary Service permit, which may include additional criteria, and an annual permit, which may be renewed on an annual basis. ~~The permit fee is $300.00 per year, subject to revision from time to time by resolution.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

Section 6. Section 4-141(b) of Article V, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby by striking Section 4-141(b) in its entirety and replacing it with the following:

Sec. 4-141. Growlers.

(b) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirits license, shall be eligible for an ancillary growler malt beverage tasting license to provide samples of growler malt beverages offered for sale to customers under the conditions set forth in this section. Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of a growler malt beverage offered for sale within the premises, or in conjunction with growler malt beverage education classes and sampling designed to promote growler and malt beverage appreciation and education. Growler malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten percent of the entire floor area of the premises. Growler malt beverage sampling for customers shall be limited to no more than one time per day per customer for a period not to exceed two consecutive hours. Samples shall not exceed four ounces, and no customer shall consume more than 16 ounces in any two-hour period. Only the licensee or an employee shall open and handle unpackaged malt beverages, and samples shall only be poured by the licensee and/or an employee. No open growler container shall be removed from the licensed premises. Not more than two times per week for a period not to exceed two consecutive hours, the holder of an ancillary growler malt beverage tasting license may conduct educational classes and sampling for class participants. All conditions of sampling set forth in this section shall apply to such classes, except for the limitation on floor areas where the classes can be conducted. Growler malt beverage sampling and tasting is only permitted within the designated interior portion of the premises. ~~The annual fee for an annual growler malt beverage tasting license shall be $50.00, and may be revised, by resolution of the mayor and council, from time to time.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

Section 7. Section 4-215(c) of Article VIII, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-215(c) in its entirety and replacing it with the following:

Sec. 4-215. Exception for specialty gift shops.

(c) All persons desiring to engage in activities permitted by this section shall make and file a written application to the city ~~director of community development~~ for a specialty gift shop alcohol permit. ~~on forms prescribed by the director of community development, and filed with the director of community development. All applications shall be accompanied by a certified check for $150.00.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded. The application shall include the name and address of the applicant, the address of the business location, and the name and address of the manager. If the manager changes, the applicant must provide the city ~~furnish the director of community development~~ with the name and address of the new manager and the information as requested within ten days of such change. The applicant must meet the character requirements of this chapter. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.

Section 8. Section 4-239(a)-(b) of Article IX, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-239(a)-(b) in its entirety and replacing it with the following:

Sec. 4-239 Licensed alcoholic beverage caterers.

(a) License requirements; resident caterers.

(1) Any caterer who possesses a valid city license to sell or otherwise dispense malt beverages, wine or distilled spirits by the drink for consumption on the premises within the city may apply for an off-premises license that permits sales of the same off premises at authorized catered events or functions.

(2) Any caterer who possesses a valid city license to sell malt beverages, wine or distilled spirits by the package for consumption off the premises within the city may apply for an off-premises license that permits sales of the same class of alcoholic beverages by the drink off premises at authorized catered events or functions.

(3) Each off-premises catering license authorized herein shall be valid through December 31 of the year for which it is issued. ~~The fee for each license shall be set by resolution of the city council, and this fee shall remain in effect until modified or amended by subsequent resolution.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

(4) In order to distribute or sell malt beverages, wine or distilled spirits at an authorized catered function, a licensed alcoholic beverage caterer shall file an application for an off-premises event permit with the city.~~director of community~~

~~development at no additional fee.~~ The application shall include the name of the caterer, the date, address and time of the event, the caterer's license number and any other information the city deems necessary to review a request for such permit.

(5) It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off premises and in connection with the catered event or function without first having obtained a license and event permit as provided herein.

(b) Permit requirements; nonresident caterers.

(1) A nonresident alcoholic beverage caterer shall submit an application for an off-premises event permit to the city. ~~director of community development or his designee.~~ The fee for each such permit shall be $50.00, as authorized by O.C.G.A. § 3-11-3 (or such fee as may be authorized by any future amendment or revision thereto).

(2) An application for an off-premises event permit shall include the name of the caterer, the licensed alcoholic beverage caterer's state and local license number and expiration date, the date, address, time, and name of the event and the quantity and type of alcoholic beverages to be transported from the licensee's primary location to the location of the authorized catered event or function.

(3) The original off-premises permit shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function.

(4) It shall be unlawful for a licensed alcoholic beverage caterer to distribute, sell, or otherwise dispense alcoholic beverages off premises except as authorized by the off-premises event permit.

Section 9. Section 4-257(c) of Article X, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-257(c) in its entirety and replacing it with the following:

Sec. 4-257. Exception for publicly-owned facilities.

c) Any person or entity desiring to engage in activities permitted by this section shall make and file a written application to the director of community development for the appropriate public facilities permit on forms prescribed by the city. ~~director of community development~~, ~~and filed with the director of community development. All applications shall be accompanied by a public facilities permit fee of $50.00.~~ For each proposed event, the applicant shall pay a license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee, without interest, shall be refunded. The application shall include, but shall not be limited to: the name and

address of the applicant, the date, address and times of the proposed event and the location of the public facility. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.

Section 10. Section 4-347(8) of Article XIV, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-347(8) in its entirety and replacing it with the following:

Sec. 4-347. Conditions of license issuance

(8) Wine and/or craft beer license sampling and tasting shall not be permitted prior to the city's approval of a package license holder's application for an ancillary wine tasting license and the package license holder's payment of the subject license fee and any investigative and administrative fees. Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. ~~The annual fee for an ancillary wine tasting license shall be $250.00, which fee may be revised from time to time by resolution of the mayor and council.~~

Section 11. Section 4-424 of Article XVII, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-424 in its entirety and replacing it with the following:

Sec. 4-424. License fee.

~~The license fee for a brewer shall be $500.00 annually. The license fee may be amended from time to time by resolution adopted by the mayor and city council.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

Section 12. Section 4-457 of Article XIX, Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking Section 4-457 in its entirety and replacing it with the following:

Sec. 4-457. Application; license fee.

Application for a distiller's license shall be made in the manner and in accordance with the procedures set forth in article I of this chapter. ~~The annual fee for a distiller's license shall be $500.00, which fee may be revised from time to time by resolution of the mayor and council.~~ Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

Section 13. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof 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 Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 14. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 15. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of September 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:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 19, 2024

AGENDA ITEM:

Text Amendments: The Code of the City of Alpharetta - Legal Organ
FIRST READING
Consideration of adoption of an ordinance to amend Chapter 2 of the Code of the City of Alpharetta, Georgia to designate the Alpharetta Roswell Herald as the official legal organ for the City of Alpharetta; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

STAFF RECOMMENDATION:

Adopt an ordinance to amend Chapter 2 of the Code of the City of Alpharetta, Georgia to designate the Alpharetta Roswell Herald as the official legal organ for the City of Alpharetta; to provide for effective dates; to repeal all ordinances in conflict herewith; and for other purposes.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

During the July 29, 2024 City Council meeting, Mayor and City Council approved the award of a contract to Appen Media Group (d/b/a Alpharetta Roswell Herald) for the purposes of legal advertising services.

Section 2.22 of the Charter of the City of Alpharetta requires that certain acts of the City Council be advertised by publishing a legal notice in a newspaper of general circulation within the City of Alpharetta. Additionally, Section 2-15 of Article I of Chapter 2 of the Code of Ordinances of the City of Alpharetta designates the name of city's legal organ.

Because of the contract that was most recently awarded to the Alpharetta Roswell Herald, staff is recommending a change to the City Code in order to designate the name of the newspaper that the city is currently contracted with. The current code section states that the "Alpharetta Roswell Revue and News" is the city's legal organ, and this proposed amendment is to change that code section to designate the "Alpharetta Roswell Herald" as the city's legal organ.

ALTERNATIVES:

Do not approve the ordinance and select another newspaper for legal advertising services.

ATTACHMENTS:

1. Ordinance Amending the Designated Legal Organ

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 2 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TO DESIGNATE THE ALPHARETTA ROSWELL HERALD AS THE OFFICIAL LEGAL ORGAN FOR THE CITY OF ALPHARETTA; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, from time to time, the City is required by law to publish certain legal notices in a newspaper of general circulation within the City of Alpharetta, which notices include, but are not limited to, election notices, zoning notices, and requests for proposals; and

WHEREAS, the City Charter requires that the City designate a newspaper of general circulation as the City's official legal organ for the publication of legal notices; and

WHEREAS, the Mayor and City Council recently approved a Legal Advertising Services Agreement between the City of Alpharetta and Appen Media Group, Inc., d/b/a Alpharetta Roswell Herald, to provide legal advertising for the City; and

WHEREAS, the Mayor and City Council desire to amend Chapter 2 of the Code of Ordinances related to the official legal organ for publication of legal notices; and

WHEREAS, the Mayor and City Council find that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

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

Section 1. Section 2-15 of Article I of Chapter 2 of the Code of Ordinances of the City of Alpharetta is hereby amended, as follows:

Sec. 2-15. – Official legal organ for publication of legal notices.

The Alpharetta -Roswell Herald ~~Revue and News~~ is designated as the official legal organ for the publication of city legal notices.

Section 2. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof 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 Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 4. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of September 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:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____

STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: August 19, 2024

AGENDA ITEM:

Invitation to Bid 24-022: North Point Parkway Pipe Assessment
Consideration of approval of the award of a contract for ITB 24-022 North Point Parkway Pipe Assessment to Southern Drainage Solutions, LLC for an amount not to exceed $76,445.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 24-022 North Point Parkway Pipe Assessment to Southern Drainage Solutions, LLC for an amount not to exceed $76,445.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $76,445.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe and Structure R&M / 30241100541430C1308	$76,445.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

This bid is for closed circuit television (CCTV) inspections, cleaning services, and pipe assessments of the 18"-66" inch storm sewer conveyances located along North Point Parkway. The extent of this project and pipe assessment will span from Haynes Bridge Road to Mansell Road. Stormwater management structures and pipe depths along this portion of North Point Parkway have depths up to 25+ feet. These depths create difficulties in obtaining a visual assessment of the current condition of the pipes and do not allow the utilization of a pole camera. In order to accurately assess the current condition of these pipes, a robotic crawler with a camera and jet vac will have to be utilized. Currently, the Public Works Department is working with engineering firms and consultants on roadway improvements in this corridor. To avoid the potential of having to demolish millions of dollars in improvements due to existing infrastructure failure, the Public Works Department believes that it is imperative that an overall existing infrastructure assessment be performed. Any deficiencies will be identified, and the appropriate repair methods be incorporated into the current improvement plans as part of the overall project.

Approximately 7,000 linear feet (LF) of pipeline will be video inspected and cleaned as part of the project. Along with the video inspections and cleaning of the existing infrastructure, the contractor will be providing detailed assessments of any deficiency discovered, as well as a recommendation for repair. The assessment will be completed utilizing the standards outlined in the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP). The contractor will inspect each pipe joint, pipe connection, structural deterioration, infiltration and inflow sources, and deposits and appropriately log the observations to include them in the CCTV reports. Once this work is completed, the pipe assessments will be delivered to the engineering

consultants currently designing the North Point Parkway improvements, so that all recommended repairs to the existing infrastructure can be included as part of the overall project.

Due to the importance of having the existing infrastructure assessed, Public Works issued an invitation to bid on May 30th, 2024 and received responses on June 27th, 2024. A total of 6 vendors submitted costs according to the schedule of items (SOI) included within the bid documents. The following is the total cost for each submitted vendor.

Southern Drainage Solutions, LLC	$76,445.00
Southeast Pipe Survey, Inc.	$80,807.50
Inliner Solutions, LLC	$111,093.50
Pipeline Video Inspection, LLC dba AIMS Companies	$114,842.00
Southern Premier Contractors, Inc.	$118,432.00
GCU, LLC	$314,805.20

The apparent low bidder, Southern Drainage Solutions, LLC is an experienced contractor and has worked on numerous projects with a similar scope of work. Staff checked the provided references included in the bid documents and received positive feedback related to the contractors' work and professionalism. Thus, staff determined Southern Drainage Solutions, LLC to be the lowest and responsible bidder. 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 completion, and fully complete the work within 60 days from notice to proceed.

ALTERNATIVES:

Do not approve funding and assess the current existing infrastructure.

ATTACHMENTS:

1. SOUTHERN DRAINAGE SOLUTIONS BID DOCS
2. 24-022 CITY BID DOCS
3. 24-022 Southern Drainage Solutions-Contract 07.11.24

City of Alpharetta Bid Form
ITB 24-022: North Point Parkway Pipe Assessment

Enter Bidder/Company name here:

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 fields. 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 cost only. The form will calculate the bid price by multiplying the Quantity by the Unit Cost entered.

Light Cleaning (Less than 25% full over half the length of the pipe)					
Line Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
1.A	18" Storm sewer CCTV/ Light cleaning	5,014	LF	$ 5.00	$ 25,070.00
1.B	24" Storm sewer CCTV/ Light cleaning	521	LF	$ 5.00	$ 2,605.00
1.C	30" Storm sewer CCTV/ Light cleaning	550	LF	$ 5.00	$ 2,750.00
1.D	36" Storm sewer CCTV/ Light cleaning	270	LF	$ 5.00	$ 1,350.00
1.E	42" Storm sewer CCTV/ Light cleaning	30	LF	$ 5.00	$ 150.00
1.F	48" Storm sewer CCTV/ Light cleaning	96	LF	$ 5.00	$ 480.00
1.G	66" Storm sewer CCTV/ Light cleaning	87	LF	$ 5.00	$ 435.00
				Sub-Total for Light Cleaning:	$ 32,840.00
Heavy Cleaning (over 25% full over half the length of the pipe)					
Line Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
2.A	18" Storm Sewer CCTV/ Heavy cleaning	900	LF	$ 15.00	$ 13,500.00
2.B	24" Storm Sewer CCTV/ Heavy cleaning	200	LF	$ 15.00	$ 3,000.00
2.C	30" Storm Sewer CCTV/ Heavy cleaning	200	LF	$ 15.00	$ 3,000.00
2.D	36" Storm Sewer CCTV/ Heavy cleaning	150	LF	$ 15.00	$ 2,250.00
2.E	42" Storm Sewer CCTV/ Heavy cleaning	20	LF	$ 15.00	$ 300.00
2.F	48" Storm Sewer CCTV/ Heavy cleaning	60	LF	$ 15.00	$ 900.00
2.G	66" Storm Sewer CCTV/ Heavy cleaning	50	LF	$ 15.00	$ 750.00
				Sub-Total for Heavy Cleaning:	$ 23,700.00
3	Assesment report, repair recommendation	1	LS	$ 2,500.00	$ 2,500.00
4	Traffic Control	1	LS	$ 11,178.00	$ 11,178.00
5	Mobilization, Bonds, and Insurance	1	LS	$ 6,227.00	$ 6,227.00
				Grand Total:	**$ 76,445.00**

Bid Price Authorization

In compliance with Scope of Project/Sepcifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: SOUTHERN DRAINAGE SOLUTIONS, LLC

Company Address: 5420 EAST CHEROKEE DRIVE, CANTON GA 30115

Print/Type Name(s) and Title(s): HARVEY ROWLAND - MANAGER

Date Signed: 06.03.2024

Contact Info - Phone Number: 678-209-1330

Contact Info - E-mail Address: VEY-ROWLAND@SOUTHERNDRAINAGESOLUTIONS.COM


SOUTHERN
DRAINAGE
SOLUTIONS

Southern Drainage Solutions LLC
5420 E Cherokee Drive
Canton, GA 30115
Operations@SouthernDrainageSolutions.com
+1 678-209-1330

A. Southern Drainage Solutions, LLC. Profile

SDS is a family operated business which specializes in NASSCO Standard Pipe inspections and Hydro-Jetting since 2022. With a proven track record of customer satisfaction, SDS strives to be your partner of choice in maintaining and improving critical infrastructure by providing professional pipe cleaning and CCTV inspection services.

Services:

NASSCO standard PACP, MACP, LACP CCTV inspections of sewer and storm drain lines:
As a GDOT pre-qualified sub-contractor, SDS is NASSCO certified and fully insured to perform high resolution video inspections of storm and sewer lines. SDS has in-house reporting software and partners with Wincan to provide in-depth condition assessment reports and pre and post CIPP/Repair inspections. Our GDOT Vendor ID is 18173.



Hydro-Jetting:
Equipped with high performance Hydro-Jetting and Hydro-Vacuum equipment to clean and unblock sewer and storm drain lines.

With the dual capabilities of Hydro-Jetting and CCTV, SDS is a great one stop choice for companies that require NASSCO standard video inspections or need lines prepped ahead of CIPP lining.

Southern Drainage Solutions LLC
5420 E Cherokee Drive
Canton, GA 30115
Operations@SouthernDrainageSolutions.com
+1 678-209-1330

B. Business Information

Name: Southern Drainage Solutions LLC
Address: 5420 E Cherokee Drive
Canton, Georgia 30115

C. Contact

Name: Mr. Harvey Rowland
Title: Manager, Southern Drainage Solutions LLC
Mailing Address:
5420 E Cherokee Drive
Canton, GA 30115
Cell: +1 678.209.1330
Email: Harvey-Rowland@southerndrainagesolutions.com

D. Statements of Qualifications of Key Personnel

Harvey Rowland EngTech MInstRE, Manager, Engineer Technician, Equipment Operator. Harvey is NASSCO certified and has various certifications in project management and engineering. Harvey will be leading the project and will be responsible for overseeing the day to day operations and deliverables to the City of Alpharetta.

Harvey has over 10 years of experience combined in the following fields:

- CCTV inspections and Hydro jetting
- Project Manager over installation of storm drains on GDOT projects (Vertical Earth)
- Project Manager over design and install of septic and sewage treatment plants (WCI Waste Water Engineers)
- Project Engineer over nuclear power plant related projects (Balfour Beatty)
- Plant Equipment Operations
- Home Drainage Inspections
- Irrigation Repairs
- Civil Engineering in the Military

Southern Drainage Solutions LLC
5420 E Cherokee Drive
Canton, GA 30115
Operations@SouthernDrainageSolutions.com
+1 678-209-1330

Harvey has been with Southern Drainage Solutions for 2 years and has completed the following projects:

CLIENT COMPANY NAME	DESCRIPTION
RK REEVES & ASSOCIATES	APPROX 50000LF CLEAN AND CCTV OF SEWER AND STORM
VERTICAL EARTH	CCTV AND CLEANING WORK SEWER AND STORM APPROX 71,500 lf
E R SNELL	12,000 LF CCTV AND CLEAN STORM WATER GDOT PROJECTS
COFFMAN GRADING AND UTILITIES	8,200LF SEWER CCTV AND CLEAN.
C.W MATTHEWS	5,300 LF STORM CCTV GDOT PROJECTS
RUBY COLLINS	5,000 LF SEWER AND STORM CCTV AND CLEAN.
ATLAS	1,800LF CCTV STORM
HALPERN ENTERPRISES	SEWER CLEAN AND INSPECTIONS.
AEGION INSITUFORM	50000 LF SEWER CLEAN AND INSPECTIONS
SOUTHERN COMMERCIAL ROOF TECH	PRESSURE WASHING, SEWER AND STORM CLEANING INSPECTIONS.
SPRUILL PRODUCTS	STORM WATER CLEAN AND INSPECTIONS
THE RENEE GROUP, INC.	APPROX 65,000LF CCTV AND CLEANING
WILSON CONSTRUCTION MANAGEMENT	18,000 LF STORM CCTV AND CLEAN
VARIOUS RESIDENTIAL CLIENTS	SEWER AND STORM CCTV INSPECTIONS AND CLEANING.

Erika Rowland, Owner and Operations Manager. Erika has a background in Finance and Accounting, and will be the key contact for invoicing and administrative items.

E. References

R.K. Reeves and Associates
Mike Reeves, Vice President
P: +1 770.377.3041

Coffman Grading and Utilities
Zach Coffman, Vice President
P: +1 404.379.7016

C.W. Matthews
Justin Thompson, Project Manager
P: +1 770.363.8605

Southern Drainage Solutions LLC
5420 E Cherokee Drive
Canton, GA 30115
Operations@SouthernDrainageSolutions.com
+1 678-209-1330

F. Available Resources

- A200 CRAWLER CCTV UNIT CAPABLE OF CENTERING IN LINES FROM 8”-42” +
- A150 CRAWLER CCTV UNIT MOUNTED ON UTV CAPABLE OF CENTERING IN LINES 6”-24” +
- 330 GALLON HYDRO JETTING TRAILER 18 GPM @ 5000 PSI FOR LINES 2”-12”
- 1500 GALLON VAC-CON SEWER COMBI JET-VAC UNIT 12 CY DEBRIS TANK, 80 GPM 2500 PSI FOR LINES 8”-66” + (ALSO CAPABLE OF HYDRO EXCAVATION)

Official Check

Customer Copy Non-Negotiable

5303367724

SOUTHERN DRAINAGE SOLUTIONS LL

June 26, 2024

THREE THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS and 25 CENTS

$3822.25

CITY OF ALPHARETTA

TRUIST

980 Birmingham Road, Building 400
Alpharetta, GA 30004

Southern Drainage Solutions LLC
Cashier's check for ITB 24-022
North point Parkway Pipe Assessment

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER · HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

~~68-236/514~~

TRUIST

Official Check

5303367724

Purchaser SOUTHERN DRAINAGE SOLUTIONS LLC

Date June 26, 2024

Cost Center 8460626

Pay **THREE THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS and 25 CENTS**

$3822.25

To the Order of CITY OF ALPHARETTA

Memo ITB#24-022 North Point Parkway Pipe Assessment

Truist Bank is an Authorized Agent

Truist Bank

Authorized Signature

Payable at Truist Bank

Details on back

Security Features

OCS0037430429 / 03-01-2021

⑈5303367724⑈ ⑆051402369⑆ 134000762219 7⑈

An official website of the United States government Here's how you know

SOUTHERN DRAINAGE SOLUTIONS LLC

ID Assigned

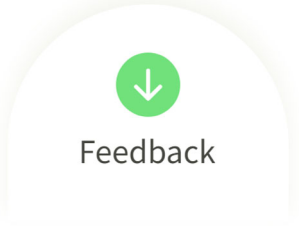
The entity record has been validated as unique and existing, but is not registered in SAM.gov.

Unique Entity ID
EGVUF5KTK7F3

Physical Address
5420 E CHEROKEE DR
CANTON, GA
30115-6670, USA

Version

Current Record



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⚠ **WARNING**

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SAM.gov
An official website of the U.S. General Services Administration

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) **The Contractor has registered with, is authorized to use and uses the federal work authorization** program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

2169828
Federal Work Authorization User Identification Number

06/07/2023
Date of Authorization

SOUTHERN DRAINAGE SOLUTIONS.
Name of Contractor

NORTH POINT PARKWAY PIPE ASSESSMENT
Name of Project

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

Executed date 06.04.24 in CANTON (city), GA. (state).

Signature of Authorized Officer or Agent

H. ROWLAND - MANAGER
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 4th DAY OF June, 2024.

NOTARY PUBLIC

My Commission Expires: 11/16/27

ERIKA ROWLAND NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 16, 2027
(Notary Stamp)

Page 1 of 1

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 24-022: NORTH POINT PARKWAY PIPE ASSESSMENT

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☑	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

SOUTHERN DRAINAGE Solutions
Company Name

Signature of Authorized Officer or Agent

06.04.24
Date

H. ROWLAND.
Printed Name & Title of Authorized Officer or Agent

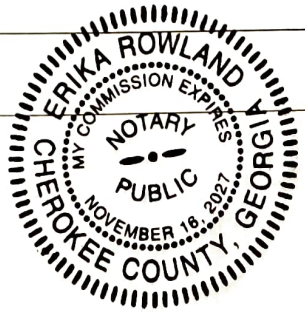
5420 E. CHEROKEE DR, CANTON GA, 30115
Company Address

Subscribed and sworn before me on this the

4th day of June, 2024

Notary Public

11/16/27
My Commission Expires
(Notary Stamp)



Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
SOUTHERN DRAINAGE SOLUTIONS, LLC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
5420 E. CHEROKEE DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
CANTON, GA, 30115

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
88 - 3441131

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 06.04.2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

24-022 - NORTH POINT PARKWAY PIPE ASSESSMENT

PRELIMINARY BID TABULATION

	Total	B-1 - SOI
Supplier	**/ 100 pts**	**/ 100 pts**
SOUTHERN DRAINAGE SOLUTIONS, LLC	100	100 ($76,445.00)
Southeast Pipe Survey, Inc.	94.6	94.6 ($80,807.50)
Inliner Solutions, LLC	68.81	68.81 ($111,093.50)
Pipeline Video Inspection, LLC dba AIMS Companies	66.57	66.57 ($114,842.00)
Southern Premier Contractors, Inc	64.55	64.55 ($118,432.00)
GCU, LLC.	24.28	24.28 ($314,805.20)

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-022

ITB Title: NORTH POINT PARKWAY PIPE ASSESSMENT

ITB SPECIFICATIONS & BIDDING INFORMATION

1. ITB Period of No Communication

The no communication period starts on the issue date of this ITB **May 30, 2024,** and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this ITB.

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

2. Procurement Agent, Single Point of Contact

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

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

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

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your bid response as requested in this ITB.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed solely on the information provided in your response.

4. ITB Schedule of Events

1. **Bidding Close Date, Deadline for Submissions: June 20, 2024, at 10:00am.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: https://cityofalpharetta.bonfirehub.com/
3. This project web page has the important dates and all project documents for this ITB.
4. Enter all questions, comments, requests for information before the Questions Due Date using ✉ **Message – Opportunity Q&A** at the Bonfire project web page.

5. In each question, clearly note the ITB document and section that is in question.
6. We will share any changes or added information from the City by a written addendum publicly posted online with the project procurement documents. Anything assumed as a change that was only communicated in email or verbally does not qualify as a change to the project or procurement information.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a bid. You must respond using any updated information.
8. A public bid opening will be held via Microsoft Teams shortly after the bid due date/time has passed. **Join the meeting now** Click link to join the meeting.

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City is accepting bids for closed circuit television (CCTV) pipe assessment and cleaning services of the stormwater sewer lines along North Point Parkway. The pipes range in diameter of 18 inches to 66 inches. The project will span from Haynes Bridge Road to Mansell Road, within the City of Alpharetta.

2. Specifications

The bidder shall comply with all specifications set forth in Appendix A of this document.

3. Project Specific Requirements

A. The Bidder shall commence the Work with adequate force and equipment within **ten (10)** calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work within 60 days from NTP.

B. The Bidder shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

C. Retainage in the amount of 5% of each progress payment will be applied.

D. Permitted daytime work hours shall be from 9:00 AM to 4:00 PM Monday through Friday. Within subdivisions, work hours may be extended to 8:00 AM to 6:00 PM, Monday through Friday.

E. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded

between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and must comply with Manual on Uniform Traffic Control Devices (MUTCD) standards.

F. Should the Contractor desire to utilize police officers as part of their traffic control, only City of Alpharetta Police may be so utilized. Contact Lieutenant Greg Jones (678-297-6319) or Sergeant Dan Lambert (678-297-6267) with the City of Alpharetta Department of Public Safety. Any costs for utilization of police officers shall be the Contractor's responsibility.

G. The Contractor must comply with Georgia Department of Transportation (GDOT) Standards and Specifications.

H. All pipelines must be cleaned prior to the Closed-Circuit Television (CCTV) inspection to ensure all defects, features and observations are seen and logged.

I. The Contractor must perform all CCTV inspections in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP).

J. All CCTV operators must have current NASSCO PACP certification.

K. The Contractor must use remote CCTV for the pipe inspections. All CCTV inspections and reports must be submitted to the City inspector assigned to the project.

L. All CCTV inspection reports must be recorded in a compatible format database using the latest software version and include electronic links between the data and the video on and external HDD, DVD or flash drive.

M. All CCTV inspection reports must be within +/- two (2) feet of the measured linear footage between manholes along the existing pipeline centerline from the start of the pipe to the end of the pipe.

N. The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the sewer. Footage measurements must be displayed and documented on the video.

O. All PACP observations must be identified by audio and on a PACP log. All videos must be continuously metered from manhole to manhole. All video recording must be continuous from structure to structure with no pausing of the video recording during the pipeline inspection.

P. Contractor deliverables must consist of PACP CCTV reports, PACP database, logs and electronic reports. Important features noted during the inspection must be noted. The speed of travel must be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inf low sources, and deposits. It should not, at any time, be faster than 30 feet per minute, unless noted otherwise.

Q. Contractor must provide a detailed assessment of any deficiencies discovered, as well as a recommendation for repair.

R. Contractor and PACP required header information must be fully and accurately entered on all CCTV reports. Reports received without all required specifications will be rejected and the Contractor will be required to complete the CCTV inspection again.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your bid: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all bids by online response only. You must upload completed bids online before the closing date and time found in Project Details of the project web page for this ITB.

1.3. Don't send bids by mail, fax, or email. We will not accept paper copy bids. We will not accept any bids after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading bid documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.

1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your bid upload. This confirms that you have successfully turned in your bid with all required information.

1.6. You can update your bid at any time until the closing time.

1.7. All uploaded items and responses are Sealed in the project web page and will only be visible by the City after the closing time has passed.

1.8. If the file is 'mandatory' or 'required', you won't be able to complete your bid until you have met all requirements.

1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.

1.10. Pay attention to the type and number of files we have asked you to upload.

1.11. The largest upload file size is 1000 MB.

1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.

1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Bid Document Formats

❖ Each bid must follow these document formats.

- Format your documents using this outline:
  - ☐ no more than eight (8) pages per bid,
  - ☐ formatted to single or double space lines,
  - ☐ 10 to 12-point font size,
  - ☐ black font color (excludes photos, charts, section separators or headings), and
  - ☐ upload Bid documents (except Excel cost sheet or if otherwise directed) in PDF format.

3. Bid Submittal Instructions

- This document must be no more than eight (8) pages,

A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.

B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.

C. **Contact,** one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information in the bid:

- Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
- mailing address,
- telephone number, cell phone number, and
- e-mail address.

D. **Resumes or Statements of Qualifications**. Include short resumes or qualifications for Key people that you plan to assign to this project. The information included should be for work history related to this project. At a minimum, include:

- Employee's name, title, and intended role for this project.
- Employee's work experience and years performing work like this project.
- Employee's qualification, education, skills, certifications that may apply.
- Employee's length of time with your company.
- Examples of employee's project work that is like our project.

E. **References**. Supply at least three references for work or services like the project in this ITB (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this ITB. Poor references from any source are grounds to disqualify a bid.

F. **Available Resources**. Include a list describing the personnel, equipment, materials, sub-contractors, and any other resources available to you and that may be needed and used to show your ability to do the work or services as requested in this ITB.

4. Bid Bond

We require a bid bond equal to 5% of the Grand Total bid price provided in your schedule of items. A bid bond form has been supplied as a separate document for you to download and have completed by your surety. Return the completed bid bond to us as a separate document. All information must be readable including all seals (ex: Notary Seal).

5. Schedule of Items, Bid Pricing

We will supply a pricing sheet or cost form for you to complete. The pricing sheet will be an Excel document for you to complete and upload with your bid. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the Bid will be recalculated.

6. Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.

  A. **IRS Form W-9**

  B. **Bidder's Disclosures and Certifications**

  C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

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

  - Federal Work Authorization User Identification Number – this is only five to eight numbers.
    - ⊗ No A, B, C's.
    - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
    - ⊗ It won't have a combination of letters and numbers.
  - Date of Authorization – this is when you first signed up and got the E-verify number.

- Name of Contractor – your company.
- Name of Project – Same as ITB title.
- Date, City, and State – when and where this form was signed.
- Signature of Authorized Officer or Agent – to be signed.
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal.

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

7. Questionnaire

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

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

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

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Contact for legal notices-needed for contracting: Business name and mailing address, contact name, text entry.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.

- Acknowledge Insurance Requirement, Yes, No entry.
- Acknowledge Addenda, enter the number of addenda received: 0, 1, 2, etc.

Appendix A: Project Information

Light Cleaning is defined as less than 25% full over half the length of the pipe.

18" Storm sewer CCTV/ Light cleaning	5,014	LF
24" Storm sewer CCTV/ Light cleaning	521	LF
30" Storm sewer CCTV/ Light cleaning	550	LF
36" Storm sewer CCTV/ Light cleaning	270	LF
42" Storm sewer CCTV/ Light cleaning	30	LF
48" Storm sewer CCTV/ Light cleaning	96	LF
66" Storm sewer CCTV/ Light cleaning	87	LF

Heavy Cleaning is defined as over 25% full over half the length of the pipe.

18" Storm Sewer CCTV/ Heavy cleaning	900	LF
24" Storm Sewer CCTV/ Heavy cleaning	200	LF
30" Storm Sewer CCTV/ Heavy cleaning	200	LF
36" Storm Sewer CCTV/ Heavy cleaning	150	LF
42" Storm Sewer CCTV/ Heavy cleaning	20	LF
48" Storm Sewer CCTV/ Heavy cleaning	60	LF
66" Storm Sewer CCTV/ Heavy cleaning	50	LF

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-022

ITB Title: North Point Parkway Pipe Assessment

INFORMATION AND CONTRACT INFORMATION

Information included in this document:

- ITB Information
- General Contract Terms & Conditions
- Appendix A City Truck Routes
- Appendix B Informational Forms
- Appendix C Sample Contract Bond Forms
- Appendix D General Conditions

ITB Information

1. Bidder Acknowledgement

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

By sending a Bid, the Bidder acknowledges and agrees that:

a. The Bidder has carefully examined and fully understands the conditions and requirements of any proposed Work within this ITB.
b. The Bidder acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
c. The Bidder is satisfied with the actual conditions and requirements of the proposed Work.
d. In compliance with Scope of Work/Specifications, by submitting a cost proposal in response to the request, the Bidder agrees that if this bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date, that the Bidder will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Acknowledging these statements, the Bidder proposes and agrees that if the Bidder's Bid is accepted, the Bidder will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or Bids, to reject any bid or Bid that has not followed or met the City's scope of work or specifications (non-responsive) or reject any bid or Bid that shows that a bidder cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not

affect the work or service to be provided, the purchase of requested item(s), or Bid pricing in order to award a contract that is in the best interest of the City.

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

3. Receipt of Bids and Public Inspection

a. Public Information:

During the opening of Bids, the Bidder's name, bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time, nor shall the bids be considered open record until after council award (O.C.G.A 50-18-72, paragraph 10). All information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

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

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

b. Procurement Agent's Review of Bids:

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

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid by the Bidder and;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter

1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

General Terms and Conditions

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

We will address any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

1. Disclosure

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

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

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

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

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

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

3. General Insurance Requirements

A. Required with each bid:
Bidders shall provide certificate of current Proof of Insurance.

B. Insurance Requirements:

(1) Requirements: Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the City Manager.

(2) Minimum Limits of Insurance: Consultant shall maintain the following insurance policies with coverage and limits no less than:

a. *Commercial General Liability* coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

b. *Commercial Automobile Liability* (owned, non-owned, hired) coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

c. *Professional Liability* of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.

d. *Workers' Compensation* limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act.

Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

a. General Liability, Automobile Liability.

i. *Additional Insured Requirement*. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

ii. *Primary Insurance Requirement.* Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.

iii. *Reporting Requirement*. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

iv. *Separate Coverage*. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

v. *Defense Costs/Cross Liability*. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

vi. *Subrogation*. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

b. Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

c. All Coverages.

i. *Notice Requirement*. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30)

calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

ii. *Starting and Ending Dates*. Policies shall have concurrent starting and ending dates.

iii. *Incorporation of Indemnification Obligations*. Policies shall include an endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors: Consultant shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) Claims-Made Policies: Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

(10) Progress Payments: The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded 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 the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order 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.

4. Retainage Requirements

Retainage: For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

In the instance that change order is added to the contract value, total retainage to be withheld will increase proportionately.

No retainage shall be held from design services. Contractor must submit separate invoices for design services .

When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

5. Time for Completion

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same.

The awarded Contractor will be expected to promptly commence the Work with adequate force and equipment within ten (10) calendar days from Notice to Proceed date, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) within SIXTY (60) calendar days of commencement of the Work following receipt of the Notice to Proceed.

Liquidated damages will not apply to the Project.

6. Additional Contract Provisions and Terms

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

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

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

7. Performance Prior to Contract Execution

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

8. Substitutions and Change Orders

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

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

9. Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

10. Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for

the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

11. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

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

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

(1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:

a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.

(2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

(3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with

O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.

(4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

12. Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

13. Termination

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

14. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill

its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

15. Ownership of Work Product

In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Sample Contracting Documents

A. **Subcontractor Participation List:** For all applicable projects totaling over $50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

B. **Final Affidavit:** For all applicable projects involving construction or progress milestones, Final Affidavit may be required as part of project close-out.

C. **Subcontractor E-Verify Affidavit** and **Sub-Subcontractor E-Verify Affidavit**: It is the responsibility of the awarded contractor to require all subcontractors and sub-subcontractors to complete the correct affidavit. It will be the duty of the awarded Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

D. **Report and Affidavit Sample Copies** are included at the end of this document in Appendix B

17. Bonding Requirements

A. **Bid Bond**

A bid bond for 5% of bid total required and must be submitted with bid prior to bid due date/time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon will be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid will be returned to the **BIDDER**.

Refer to ITB Forms, Bid Bond for required Bid Bond form.

B. **Performance and Payment Bonds**

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, must give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond must be payable to, in favor of, and for the protection of the City.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds must extend through the Final Completion date of the Project for an added sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Refer to Appendix C at the end of this document for Sample Performance and Payment Bond forms.

Appendix A: City Truck Route Allowed Truck Routes and Map

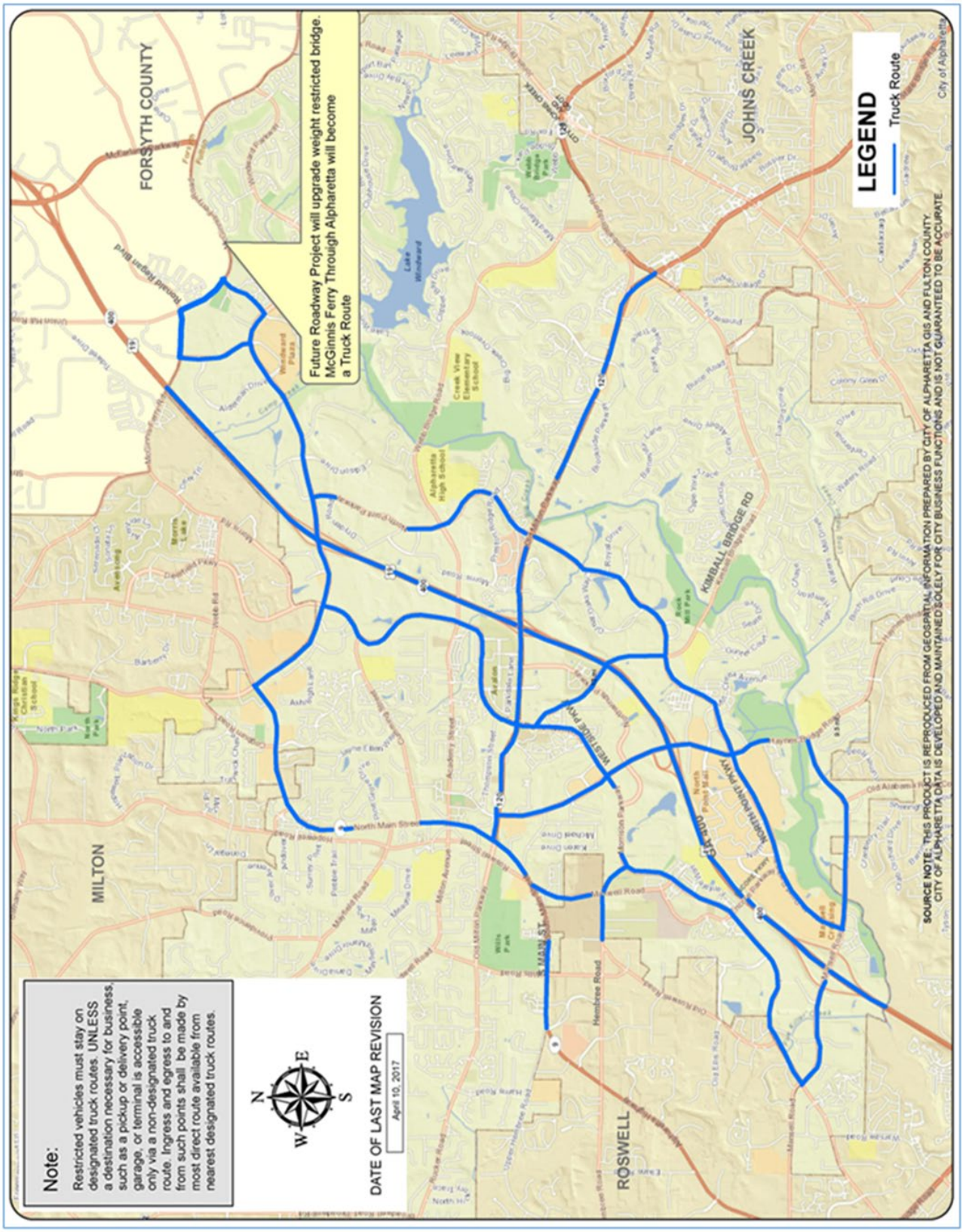
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

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

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

1) SR 9 (North Main Street – South Main Street)
2) SR 120
3) Haynes Bridge Road (SR 120 to City Limits)
4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
5) Mansell Road
6) Maxwell Road (SR 9 to Hembree Road)
7) McGinnis Ferry Road
8) North Point Parkway
9) Union Hill Road
10) Westside Parkway
11) Windward Concourse
12) Windward Parkway (SR 9 to Union Hill Road)

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


Note:
Restricted vehicles must stay on designated truck routes. UNLESS a destination necessary for business, such as a pickup or delivery point, garage, or terminal is accessible only via a non-designated truck route. Ingress and egress to and from such points shall be made by most direct route available from nearest designated truck routes.
N
E
S
W
DATE OF LAST MAP REVISION
April 10, 2017
Future Roadway Project will upgrade weight restricted bridge. McGinnis Ferry Through Alpharetta will become a Truck Route
FORSYTH COUNTY
JOHNS CREEK
MILTON
ROSWELL
LEGEND
Truck Route
SOURCE NOTE: THIS PRODUCT IS REPRODUCED FROM GEOSPATIAL INFORMATION PREPARED BY CITY OF ALPHARETTA GIS AND FULTON COUNTY. CITY OF ALPHARETTA DATA IS DEVELOPED AND MAINTAINED SOLELY FOR CITY BUSINESS FUNCTIONS AND IS NOT GUARANTEED TO BE ACCURATE.

Appendix B: Informational Forms

Do not return these forms in response to the City.

1. Sub-contractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit
3. Sub-contractor Participation Form

Subcontractor E-verify Affidavit

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Sub-subcontractor E-verify Affidavit

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Add Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? _____ Yes _____ No

Select one of the following:

_____ No subcontractors providing a service have been utilized on this project.

_____ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.

Appendix C: Sample Contract Bond Forms

Do not return these forms with response to the City. Only the awarded contractor will have to supply these bonds.

A. 100% Performance Bond
B. 100% Labor and Material Payment Bond

[The rest of page intentionally blank]

100% Performance Bond

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter called **CITY** and their successors and assigns, in the penal amount of _____DOLLARS ($_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____ , entered into a written construction contract, hereinafter referred to as the **CONTRACT,** with **CITY** for:

> **[NORTH POINT PARKWAY PIPE ASSESSMENT]**, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**), for cleaning services, and CCTV pipe assessments of the storm sewer lines located on North Point Parkway. The pipes range in size from 18 inches to 66 inches in diameter. The project will span from Haynes Bridge Road to Mansell Road, within the City of Alpharetta.

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** must fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation will be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** is, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** will promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph will mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT.**

100% Performance Bond

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action will accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this _____day of_____ , 20___ .

In the presence of:

CONTRACTOR: _____

_____
Witness

By:_____(Seal)

SURETY: _____

_____
Witness

By:_____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

_____

_____

Phone: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as oblige, hereinafter called **CITY** and their successors and assigns, in the penal amount of _____DOLLARS ($_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____ , entered into a written construction contract, hereinafter referred to as the **CONTRACT,** with **CITY** for:

> **[NORTH POINT PARKWAY PIPE ASSESSMENT]**, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**), for cleaning services, and CCTV pipe assessments of the storm sewer lines located on North Point Parkway. The pipes range in size from 18 inches to 66 inches in diameter. The project will span from Haynes Bridge Road to Mansell Road, within the City of Alpharetta.

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** will promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then tis obligation will be void; but otherwise it will remain in full force and effect subject, however, to the following conditions:

1. A Claimant will be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, eased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**.
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** will satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

100% Labor and Material Payment Bond

4. The **SURETY** hereby agrees that this Bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** will not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond in intended to comply with O.C.G.A. § 36-91-90 and will be interpreted to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection will be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this _____day of_____ , 20___ .

In the presence of:

CONTRACTOR: _____

_____ By:_____ (Seal)
Witness

SURETY: _____

_____ By:_____ (Seal)
Witness Georgia Representative

100% Labor and Material Payment Bond

Surety Contact Information:

Address: _____

_____

_____

Phone: _____

Fax: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Appendix D: General Conditions

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, **2013 edition**, and any Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

Modification of Standard Specifications

SECTION 101 - DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:

"CITY COUNCIL OF CITY OF ALPHARETTA, GEORGIA" Section 101.14 COMMISSIONER

Delete as written and substitute the following:

"THE MAYOR OF THE CITY OF ALPHARETTA, GEORGIA" Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:

"The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract."

Section 101.22 DEPARTMENT

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DEPARTMENT OF PUBLIC WORKS " Section 101.24 ENGINEER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.47 PROJECT

Delete as written and substitute the following:

"The specific section or sections of the plans together with all appurtenances and construction to be performed thereon under the Contract."

Section 101.50 RIGHT OF WAY

Delete as written and substitute the following:

"A general term denoting land, property or interest therein, usually, but required to be, in a strip, acquired for or devoted to the PROJECT and PLANS."

Section 101.62 STATE HIGHWAY ENGINEER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.74 SUPPLEMENTAL AGREEMENT

Retain as written and add the following:

"Any Supplemental Agreement that has a dollar value amount that is less than $25,000.00 shall not require the assent of the Surety."

Section 101.80 TREASURER

Delete as written and substitute the following:

"THE CITY OF ALPHARETTA DIRECTOR OF FINANCE, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Add:

Section 101.83 "CITY: THE CITY OF ALPHARETTA"

Section 101.84 "PROCUREMENT AGENT: A DULY AUTHORIZED REPRESENTATIVE OF THE CITY OF ALPHARETTA DIRECTOR OF FINANCE.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the following:

"Proposals will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude.

Bidders may be required to submit evidence setting forth qualifications that entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the CITY may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

The CITY may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted."

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and add the following:

"Upon request, the CITY will furnish the prospective BIDDER with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished and will have a Schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which The Work must be completed, the

amount of the Proposal Guaranty, and the date of the opening of Proposals. The form will also include any Special Provisions or requirements that vary from or are not contained in the Standard Specifications. All papers that are required to be submitted as part of the Proposal are identified in the Proposal Form, and those papers must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered a part of the Proposal whether attached or not. The prospective BIDDER will be required to pay the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans."

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following:

"Each BIDDER must inform himself fully of the conditions relating to the construction of the PROJECT and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Bidders, before making proposals, shall examine the plans and specifications and make such examinations on the ground as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the CITY will not be responsible for BIDDER's errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or other pre-bid documents will be made to any bidder orally. Bidders with questions, requiring clarification, or interpretation must address these questions in writing using the question tab and entry field found within the solicitation posting at https://cityofalpharetta.bonfirehub.com/. Registration and login is required to view documents, ask questions, and view the City's responses. Questions must be received by the City on Bonfire. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

The City will provide official written answers to all written questions received on or before Question Deadline noted above. Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://cityofalpharetta.bonfirehub.com/. All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before TIME, DATE. Any material changes to the ITB, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at https://cityofalpharetta.bonfirehub.com/.

At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any BIDDER to examine any form,

instruments or documents shall in no way relieve any bidder from any obligation in respect to his bid."

Section 102.06 PREPARATION OF PROPOSAL

Delete in its entirety and substitute the following:

"The Bidder shall submit its Proposal on the form furnished by the Department. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall write in ink the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the Bid will be recalculated.

In the case of Alternate items, Unit Prices shall be entered for only one alternate.

The Non-Collusion Certificate on the Department's standard form included in the Proposal shall be executed.

If a proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia."

Section 102.07 REJECTION OF PROPOSALS

Delete Item J and substitute the following:

"J. The CITY reserves the right to reject any and all bids, to waive formalities and to re-advertise. It is understood that all bids are made subject to this Agreement, that the CITY reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

K. The CITY also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to City of Alpharetta, Georgia."

Section 102.08 PROPOSAL GUARANTY

Delete and substitute the following:

"No proposal will be considered unless it is accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the amount bid and made payable to the City of Alpharetta. Such Bid Bond shall be on the forms provided by the CITY.

Each bid must be accompanied by a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the BIDDER as CONTRACTOR, and having as surety thereon a surety company approved by the CITY and accepted by the U. S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the state of Georgia. The Bid Bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

Attorneys-in-fact who sign Bid Bonds must file a certified and effectively dated copy of their power of attorney."

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

"All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Bids must be submitted in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Bidder's Name, ITB #,

ITB Title, and

ITB Response (Bid) Due Date/Time

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The entire proposal package as designated in the Proposal Form must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid."

Section 102.10 WITHDRAWL OR REVISION OF PROPOSALS

Delete in its entirety and substitute the following:

"A Bidder requesting to withdraw their Bid prior to the ITB Response Due Date may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, Bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked that it supersedes the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder."

Section 102.11 Public Opening of Proposals Delete in its entirety and substitute the following:

"Proposals will be opened and read publicly at the time and place stated in the Notice to Contractors. Bidders and their authorized agents are invited to be present."

Section 102.15 Submittal of "Georgia Security and Immigration Compliance Act Affidavit" Delete in its entirety.

Section 102.16 Submittal of "Request For Eligibility To Bid" Delete in its entirety.

Section 102.17 Submittal of "Certificate of Current Capacity" and "Status of Contracts on Hand" Delete in its entirety.

Section 102.18 Submittal of "Construction Contractors Bid Opportunity List" Delete in its entirety.

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.01 CONSIDERATION OF PROPOSALS

Delete the third sentence in its entirety and substitute the following:

"In determining Unit Bid Prices, fractional parts of a cent less than one cent ($0.01) will not be considered significant and will be dropped."

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

"The Contract will be awarded, if it is awarded, to the lowest responsible BIDDER. The CITY will determine that BIDDER, and, in so doing, the following elements will be considered: (a) The quality of work by the BIDDER on other similar projects; (b) The general reputation of the BIDDER in the community; (c) The BIDDER'S financial responsibility; and (d) The BIDDER'S previous employment on Public Works projects. The Contract will be awarded on the base bid and any alternates selected by the CITY. The City of Alpharetta reserves the right to exercise exclusive discretion as to the responsibility of any BIDDER.

When notified by and of the Department's recommendation for award of this Contract, the CONTRACTOR shall immediately secure Performance and Payment Bonds as per the Contract, properly execute three original Contract Documents and submit them to the CITY, with proof of insurance in accordance with Sub-Section 103.06, within five (5) calendar days of notification.

The Board shall have the right to hold bids after bid opening for a period of thirty (30) days."

Section 103.04 RETURN OF PROPOSAL GUARANTY

Delete in its entirety and substitute the following:

"All Proposal Guaranties (Bid Bonds) will be returned to all except the three lowest BIDDERs within three days after the opening of the bids, and the remaining Bid Bonds will be returned promptly after the CITY and the accepted BIDDER have executed the Contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The CITY reserves the right to return all Proposal Guaranties by registered or certified mail and its responsibility pertaining to them will end when they are mailed."

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

"Simultaneously with his delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds, in a sum equal to the full amount of the Contract, as security for

faithful performance of his Contract and for the payment of all persons performing labor on the PROJECT under this Contract, and furnishing material in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the CITY and be countersigned by the State of Georgia's representative/agent. The surety issuing the bonds must be accepted by the U.S. Department of the Treasury and listed in Department Circular 570 and approved by the CITY.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney."

Section 103.06 EXECUTION AND APPROVAL OF CONTRACT

Add the following:

"Execution of the Contract by CONTRACTOR shall not be considered complete unless CONTRACTOR submits proper proof of coverage of Insurance in compliance with the following requirements:

A. CONTRACTOR's Liability Insurance: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance or non- performance of the work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by the CONTRACTOR's own organization, its subcontractors or suppliers, or any individual directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverage in accordance with the attached Insurance requirements. The CITY and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the CITY and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the CITY prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of interest clause as respects each insured.

1) Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4) Claims for damages insured by personnel injury liability coverage that are sustained a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or b) by any other person for any other reason;

5) Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,

6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverage and be written for not less than the limits of liability and coverage provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to CITY. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective work. In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish CITY with evidence of continuation of such insurance at final payment.

B. CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts CONTRACTOR may purchase and maintain it at his own expense.

C. If CITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs a, b, c, and d, CITY will notify CONTRACTOR thereof within ten (10) days of the date of the delivery of such certificates to CITY. CONTRACTOR will provide to the

CITY such additional information in respect of insurance provided by him as CITY may reasonably request. The right of the CITY to review and comment on Certificates of Insurance is not intended to relieve the CONTRACTOR of his responsibility to provide insurance coverage as specified nor to relieve the CONTRACTOR of his liability for any claims that might arise.

D. The limits of liability for the insurance required by paragraph A of these General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For Claims under paragraphs A.1 and A.2, Workmen's Compensation

State Statutory

Applicable Federal (e.g.) Longshoremen's Statutory

Employer's Liability $1,000,000/person

$1,000,000/occurrence

For Claims under A.2 through A.5,

Bodily Injury:

$1,000,000 Each Person

$1,000,000 Each Occurrence

$1,000,000 Annual Aggregate Products and Completed Operations

Property Damage:

$1,000,000 Each Person

$1,000,000 Each Occurrence

Property Damage Liability Insurance will provide explosion, collapse, and underground coverage where applicable.

Personal injury with employment exclusion deleted.

$1,000,000 Annual Aggregate For Claims under A.6, Comprehensive Automobile Liability:

Bodily Injury:

$1,000,000 Each Person

$1,000,000 Each Accident

Property Damage:

$1,000,000 Each Occurrence

The Contractual Liability required by paragraph B shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

$1,000,000 Each Occurrence Property Damage:

$1,000,000 Each Occurrence

$1,000,000 Annual Aggregate

E. Scope of Insurance and Special Hazards

The amounts of insurance in subparagraph "D" above are minimum amounts of insurance to be carried. The CONTRACTOR shall carry such additional insurance as may be required to provide adequate protection of the CONTRACTOR and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations may be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

The CONTRACTOR's and his subcontractors' Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present."

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

"Failure or refusal to execute and deliver the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten (10) days after the date of notice of the Department's recommendation for award shall be just cause for the annulment of the award and for the forfeiture of the Proposal Guaranty to the CITY, not as a penalty, but as liquidation of damages sustained for such failure or refusal. At the discretion of the CITY, the award may then be made to the next lowest responsible Bidder, or the Work may be re advertised or constructed by City forces.

If the CITY re-advertises the PROJECT, the CITY may, at its discretion, not allow the Bidder who refused or failed to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in two original counterparts."

SECTION 105 - CONTROL OF WORK

Section 105.02 PLANS AND WORKING DRAWINGS

Add the following paragraphs:

"If, in the process of the Contract, discrepancies arise, the CONTRACTOR will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the CONTRACTOR will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

The CONTRACTOR shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer, the CONTRACTOR must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the CONTRACTOR shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings."

Section 105.09A AUTHORITY AND DUTIES OF CONSULTANT ENGINEER (if applicable)

Where applicable, the CONTRACTOR acknowledges the limited role of the Consultant Engineer in monitoring the work and recognizes their lack of authority to direct or control the activities of the CONTRACTOR in performing the work required by the Contract. CONTRACTOR agrees to make no claim against the Consultant Engineer for monetary losses under this Contract including without limitation, any based-on changes or extras, increased compensation, delay, losses, acceleration, termination, rework or other such claims including, without limitation, third party actions arising out of claims by the CITY or others.

Section 105.14 MAINTENANCE DURING CONSTRUCTION

Retain in its entirety, but insert the following after the first paragraph:

"At all times, the CONTRACTOR shall perform work as may be required to protect the entire site from damage, both existing conditions and performed work. Furthermore, the CONTRACTOR shall be responsible for all damages to all persons and property due to the non-maintenance of the PROJECT."

SECTION 106 - CONTROL OF MATERIALS

Section 106.03A6 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following paragraph:

"CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required by the Standard Specifications or the Owner's acceptance of materials or equipment to be incorporated into the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the CITY and shall comply with the GDOT sampling, testing and inspection manual."

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.02 PERMITS AND LICENSES

Add the following paragraphs:

"The CONTRACTOR shall provide the CITY, on the proper form, proof of being licensed to do business within The City of Alpharetta; proof of proper business licenses shall also be provided by the prime CONTRACTOR for any and all subcontractors coming under the jurisdiction of this Contract. (See Subcontractors' Notification List.)

Before any work proceeds along areas adjacent to a State Highway, the CONTRACTOR shall assure that a permit showing that the PROJECT is approved by the Georgia Department of Transportation is posted. Before any work proceeds the CONTRACTOR shall assure that all applicable City of Alpharetta permits are posted. The CONTRACTOR shall notify both the Engineer and the local Georgia Department of Transportation's representative 48 hours before moving into a new area to begin construction."

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Retain as written and add the following:

"The CONTRACTOR shall distribute a notice to each residence or business within the limits or immediately adjacent to the PROJECT. This notice will be provided by the CONTRACTOR,

approved by the CITY and it will be the responsibility of the CONTRACTOR to deliver the notices prior to beginning construction.

The notices will be used to inform the affected parties of the activities that will be occurring and will identify the CONTRACTOR.

The notice will be in the form of "door hangers" and are not to be placed in the mailboxes. The CONTRACTOR will notify the Director of Public Works in writing upon completion of this work and the letter will become a permanent part of the PROJECT records."

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Retain subparagraph C. and add the following paragraph:

"All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions."

Delete subparagraph F in its entirety and substitute the following:

"The CONTRACTOR shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the CONTRACTOR to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the CONTRACTOR shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the CONTRACTOR will remain the responsibility of the CONTRACTOR, all damaged posts and/or mailboxes shall be replaced and installed by the CONTRACTOR at his expense, excluding mailbox enclosures of masonry construction.

Any cost or costs to the CONTRACTOR for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price."

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Add the following paragraph:

"CONTRACTOR shall indemnify and hold harmless the CITY and their agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit, and judgment,

including attorney's fees, arising out of or resulting from the performance or non-performance of the work. CONTRACTOR's duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with CONTRACTOR's performance or non- performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The CONTRACTOR's duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The duty of the CONTRACTOR to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder."

Section 107.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Retain in its entirety and add the following:

"In case of an emergency which threatens loss or injury of property and/or safety of life, the CONTRACTOR will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the CONTRACTOR due to such extra work shall be promptly submitted to the Engineer for approval. Where the CONTRACTOR has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer."

Section 107.18 ACQUISITION OF RIGHT OF WAY

Delete in its entirety and substitute the following:

"The CITY shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights- of-way as speedily as possible. But it is possible that all lands and rights-of-way as herein contemplated may not be completely secured before construction begins, in which event the CONTRACTOR shall begin his Work upon such land and rights-of-way as the CITY may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of- way. Should the CITY be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said Work, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the CITY, but time for completion of the

Work will be extended to such time as the CITY determines will compensate for the time lost by such delay, such determination to be set forth in writing."

Section 107.20 NO WAIVER OF LEGAL RIGHTS

Retain in its entirety and add the following:

"The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of twelve(12) months from the date of final acceptance. The CONTRACTOR shall remedy, at his own expense, and without additional cost to the CITY, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the CITY, at the CONTRACTOR's expense. This guarantee does not apply to manufacturing defects of equipment furnished by the CITY.

The Performance Bond shall remain in full force and effect through the guarantee period."

SECTION 109 - MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete in its entirety and substitute the following:

"**A. GENERAL**

At the end of each calendar month, the CONTRACTOR will invoice for the value of Work complete and in place for that month, subject to verification and approval by the Engineer. Invoice value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment in that same month. Invoices received after the fifth (5th) calendar day of the month may not be paid until the end of the following month.

Certain deductions from the amount due on Partial Payment estimates will be retained by the Department until final payment is made after full compliance with Sub-Section 109.08. The amounts to be deducted and retained shall conform to the conditions and provisions of Sub-Section

109.07.B.6 and Sub-Section 109.07.G.

B. MATERIALS ALLOWANCE

Payments will be made on delivered costs, or percentage of bid prices if otherwise noted, with copies of paid invoices provided to the Department for the materials listed below which are to be incorporated into the Project provided the materials:

- Conform to all specification requirements.
- Are stored on the Project right of way or, upon written request by the Contractor and written approval of the Engineer, they may be stored off the right of way, but local to the Project, provided such storage is necessary due to lack of storage area on the right of way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Engineer may approve off-the-Project storage items uniquely fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Engineer may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility. Paid invoices should accompany the materials allowance request, but in no case submitted to the Project Engineer later than thirty (30) calendar days following the date of the progress payment report on which the materials allowance was paid.

In case such paid invoice(s) are not furnished within the established time, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on the Project.

1. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:

   a. No payments will be made on living or perishable plant materials until planted.

   b. No payments will be made on Portland Cement, Liquid Asphalt or Grassing Materials.

   c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton, it must be reweighed on approved scales at the time it is incorporated into the Project.

d. No payments will be made on minor material items, hardware, etc.

2. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into the Work within thirty (30) calendar days.

3. No materials allowance will be made for material when the requested allowance for such material is less than $10,000.

4. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

5. The Commissioner may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.

Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department.

Payments for materials on hand shall not exceed the invoice price or seventy-five percent (75%) of the bid prices for the pay items into which the materials are to be incorporated, whichever isles.

C. MINIMUM PAYMENT

No partial payment will be made unless the amount of payment is at least $1000.00.

D. LIQUIDATED DAMAGES

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. OTHER DEDUCTIONS

In addition to the deductions provided for above, the Department has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the Department is directly responsible, including, but not limited to, royalties (see Section 106.)

F. AMOUNT OF PAYMENT

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

CONTRACTOR shall submit with application for payments a minimum of two print photographs showing diversified overall views of the work in progress. Efforts should be made to take photographs from the same or similar positions each month in order to demonstrate progress being made for the entire limits of the Work. Photographs shall be submitted enclosed back-to-back in double face plastic sleeves punched to fit standard three-ring binders. On the back of each print show project name and number, location, and date taken. These prints will be used to show progress to the **CITY**. No separate payment shall be made for this item and all costs will be included in other items. Payments may not be made until photographs have been received by the **CITY**.

G. INTEREST

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the Department as authorized by Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

"Upon completion by the **CONTRACTOR** of The Work, including the receipt of any final written submission of the **CONTRACTOR** and the approval thereof by the Department, the **CITY** will pay the **CONTRACTOR** a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The **CONTRACTOR** agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the **CITY** for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the **CITY** from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No payment shall be made until the **CONTRACTOR** furnishes to the **CITY** a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. The Engineer will make final payment within sixty (60) days after approval.

The **CONTRACTOR** will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the **CONTRACTOR** in writing that the work has been finished to his satisfaction. The retained percentage will not be due or payable to the **CONTRACTOR** until the 60-day maintenance period has ended."

CITY OF ALPHARETTA BID BOND FORM

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City.

In compliance with O.C.G.A. § 36-91-50

Bond Requirements

Bid Bond

A bid bond in the amount of 5% of bid total required. The bid surety may be in the form of a bid bond or cashier's check. If a cashier's check will be presented as bid surety, a copy of the check shall be posted online with the bidder's response and the actual cashier's check must be delivered to the Procurement Agent noted in the Specifications document at the noted address no later than the ITB close date and time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and performance and payment bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or bid bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Required to be submitted with Bid

Bidders are required to have completed and to return the following Bid Bond form for 5% of bid total with each Bid. Bid bond must be submitted with bid prior to bid due date/time.

BID BOND

(Five Percent (5%) of Bid)

Bid Bond # _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigne

_____, as **CONTRACTOR**, and

_____, as **SURETY**, a corporation duly organized under the laws of the State of _____, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA
2 PARK PLAZA
ALPHARETTA, GA 30009 as **CITY** and hereafter called **OBLIGEE**, in the penal sum of

_____Dollars ($_____), or _____Percent (_____%) of the bid amount, whichever is less, for the payment of which sum well and truly to be made, the said **CONTRACTOR** and the said **SURETY**, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this_____ day of_____ , 20_____ .

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **OBLIGEE** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

NORTH POINT PARKWAY PIPE ASSESSMENT: Closed circuit television (CCTV) pipe assessment and cleaning services of the stormwater sewer lines along North Point Parkway. The pipes range in diameter of 18 inches to 66 inches. The project will span from Haynes Bridge Road to Mansell Road, within the City of Alpharetta.

NOW, THEREFORE, if the **OBLIGEE** shall accept the bid of the **CONTRACTOR** and the **CONTRACTOR** shall enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the **CONTRACTOR** to enter such Contract and give such bond or bonds, if the **CONTRACTOR** shall pay to the **OBLIGEE** the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the **OBLIGEE** may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

CONTRACTOR (SEAL)

By: _____

_____

SURETY (SEAL)

By: _____

Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 24-022: NORTH POINT PARKWAY PIPE ASSESSMENT

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☐	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION. PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

_____
Company Name

_____
Signature of Authorized Officer or Agent

_____
Date

_____
Printed Name & Title of Authorized Officer or Agent

_____
Company Address

Subscribed and sworn before me on this the

_____day of _____, 20_____

_____
Notary Public

_____
My Commission Expires
(Notary Stamp)

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ NORTH POINT PARKWAY PIPE ASSESSMENT

Name of Contractor Name of Project

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

Executed date _____ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

(Notary Stamp)

City of Alpharetta Bid Form

ITB 24-022: North Point Parkway Pipe Assessment

Enter Bidder/Company name here:

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 fields. 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 cost only. The form will calculate the bid price by multiplying the Quantity by the Unit Cost entered.

Light Cleaning (Less than 25% full over half the length of the pipe)					
Line Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
1.A	18" Storm sewer CCTV/ Light cleaning	5,014	LF	$ -	$ -
1.B	24" Storm sewer CCTV/ Light cleaning	521	LF	$ -	$ -
1.C	30" Storm sewer CCTV/ Light cleaning	550	LF	$ -	$ -
1.D	36" Storm sewer CCTV/ Light cleaning	270	LF	$ -	$ -
1.E	42" Storm sewer CCTV/ Light cleaning	30	LF	$ -	$ -
1.F	48" Storm sewer CCTV/ Light cleaning	96	LF	$ -	$ -
1.G	66" Storm sewer CCTV/ Light cleaning	87	LF	$ -	$ -
				Sub-Total for Light Cleaning:	$ -
Heavy Cleaning (over 25% full over half the length of the pipe)					
Line Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
2.A	18" Storm Sewer CCTV/ Heavy cleaning	900	LF	$ -	$ -
2.B	24" Storm Sewer CCTV/ Heavy cleaning	200	LF	$ -	$ -
2.C	30" Storm Sewer CCTV/ Heavy cleaning	200	LF	$ -	$ -
2.D	36" Storm Sewer CCTV/ Heavy cleaning	150	LF	$ -	$ -
2.E	42" Storm Sewer CCTV/ Heavy cleaning	20	LF	$ -	$ -
2.F	48" Storm Sewer CCTV/ Heavy cleaning	60	LF	$ -	$ -
2.G	66" Storm Sewer CCTV/ Heavy cleaning	50	LF	$ -	$ -
				Sub-Total for Heavy Cleaning:	$ -
3	Assesment report, repair recommendation	1	LS	$ -	$ -
4	Traffic Control	1	LS	$ -	$ -
5	Mobilization, Bonds, and Insurance	1	LS	$ -	$ -
				Grand Total:	**$ -**

Bid Price Authorization

In compliance with Scope of Project/Sepcifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: _____

Company Address: _____

Print/Type Name(s) and Title(s): _____

Date Signed: _____

Contact Info - Phone Number: _____

Contact Info - E-mail Address:


City Maintained Conveyances -
North Point Pkwy from Mansell Rd to Haynes Bridge Rd
North Point Mall
GA 400
Encore Pkwy
Haynes Br Rd
Mansell Rd
Legend
Stormwater Conveyances - City Maintained
N

CONTRACT AGREEMENT
NORTH POINT PARKWAY PIPE ASSESSMENT
(INVITATION TO BID NO. 24-022)

THIS AGREEMENT made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **SOUTHERN DRAINAGE SOLUTIONS, LLC,** a limited liability company with its principal office located at 5420 E Cherokee Drive, Canton, GA, 30115 (hereinafter, "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: -

> **NORTH POINT PARKWAY PIPE ASSESSMENT** includes, but is not limited to, closed circuit television (CCTV) pipe assessment and cleaning services of the stormwater sewer lines along North Point Parkway. The pipes range in diameter of 18 inches to 66 inches. The project will span from Haynes Bridge Road to Mansell Road, within the City of Alpharetta.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions set forth in ITB No. 24-022), CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Bid and as finally awarded by the City for a total sum not to exceed **SEVENTY-SIX THOUSAND, FOUR HUNDRED FORTY-FIVE DOLLARS. ($76,445.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 24-022, 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 ten (10) days written notice of default, the CITY may terminate this

Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed 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 and 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, or 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 Commercial Arbitration Rules of the American Arbitration Association.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to completion, and fully complete the Work **within 60 days from NTP.**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

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

Approved as to Content:

_____

Chris Lagerbloom
City Administrator

Approved as to form and Legal Sufficiency:

_____

Ed Howden, City Attorney

SOUTHERN DRAINAGE SOLUTIONS, LLC

By: _____

Erika Rowland, Owner

Date: _____

STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: August 19, 2024

AGENDA ITEM:

Request for Proposals 24-121: Downtown Alpha Loop Connections Design
Consideration of approval of the award of a contract for RFP 24-121 to Keck & Wood, Inc. for the design of Alpha Loop connections at four locations within and near Downtown in an amount not to exceed $164,760.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for RFP 24-121 to Keck & Wood, Inc. for the design of Alpha Loop connections at four locations within and near Downtown in an amount not to exceed $164,760.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $164,760.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpha Loop Parks Bond / 31841100-541420-C1712	$164,760.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

This is to award the design of multiple Downtown Alpha Loop Connections to the engineering firm Keck & Wood.

BACKGROUND:
Alpharetta has experienced unprecedented growth since the Alpha Loop was originally planned. Development continues with offices, residences, and mixed-use lifestyle centers in various stages of development emerging throughout the downtown district.

This project is to design safe and convenient shared-use paths (i.e., sidewalks and crosswalks) at the following four locations: 1) Roswell Street - Along the west of Roswell Street between Old Milton Parkway and Devore Road; 2) Devore Road - End of Maxwell Development on Devore Road to Haynes Bridge Road; 3) Old Milton Parkway at Kingry Lane - Crossing of Old Milton Parkway and extending the Alpha Loop along east side of Kingry Lane to Thompson Street; and 4) Intersection of Haynes Bridge Road and Westside Parkway.

The design process will follow concepts within the Downtown Link Conceptual Design Report, adopted by the City Council on 3/27/2023 (attached). All sidewalks will be 12-ft wide, and landscaped buffer will be provided between the sidewalks and vehicular travel lanes. Some of the other features of the design would include pedestrian lighting and enhanced crosswalks.

PROCUREMENT PROCESS:
Procurement for this project was initiated through a Request for Proposal (RFP 24-121), that was issued on March 28, 2024, with a response deadline of May 23, 2024. A total of three submittals were received in response to this request, and they were evaluated considering the following criteria:

Evaluation Criteria	**Maximum Points**
Statement of Qualifications: Project Manager, Project Team, Subconsultants	20
Example Projects	20
Technical Approach	30
Cost	30
Total Maximum point score	100

The following table shows a summary of the evaluation results:

Company	**Proposed Prices**	**Total Scores from Proposal Review**
Keck & Wood	$164,760.00	81.00
Moffatt & Nichol	$263,579.00	69.75
KCI Technologies	$359,376.00	55.75

RECOMMENDED VENDOR:
After evaluation and verifying the submitted proposals, staff from the Public Works and Community Development Departments met with representatives of Keck & Wood on Friday, July 26, 2024. The project scope, schedule, and proposal package as submitted by Keck & Wood were discussed with the firm during the meeting. Keck & Wood is an experienced engineering firm that has successfully completed projects for multiple local governments.

PROJECT TIMELINE:
Project design is anticipated to take 6 months from the issuance of a notice to proceed.

ALTERNATIVES:

Do not award RFP 24-121 for the Downtown Alpha Loop Connections Design and direct staff to re-advertise the project.

ATTACHMENTS:

1. 2024-06-20 KeckWood 24-121 Contract
2. Exhibits_Four Locations
3. Alpha Loop Downtown Link-FINAL_Adopted on March 27 2023

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between KECK & WOOD, INC., a Georgia for-profit corporation with its principal office located at 3090 Premiere Parkway, Suite 200, Duluth, GA 30097 (the "*Consultant*") and the CITY OF ALPHARETTA, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals 24-121 dated March 28, 2024 (the "*RFP*"), including any addenda thereto, the Consultant's Proposal dated May 23, 2024 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if there is a conflict between the language in the RFP and the Proposal, the language in the former will govern.

2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include, but may not be limited to, the design of safety improvements such as enhanced crosswalks and shared-use paths at four locations (1. Roswell Street between Old Milton Parkway and Devore Road, 2. end of Maxwell Development on Devore Road to Haynes Bridge Road, 3. Alpha Loop trailhead east of Chelsea Walk to Alpha Loop Trail north of Thompson Street, and 4. Intersection of Haynes Bridge Road and Westside Parkway). This includes but is not limited to design work from concept drawing, engineering survey, final construction plans, construction cost estimates, and GDOT permitting for each location. The Work for **DESIGN: DOWNTOWN ALPHA LOOP CONNECTIONS** is located within the City of Alpharetta.

3. Contract Prices. As finally awarded by the City, the City will pay Consultant to complete the Work as set forth herein and in the Scope of Work in accordance with the total turn-key pricing established in Consultant's Proposal. The City shall pay Consultant a fixed fee in the amount of **ONE HUNDRED SIXTY-FOUR THOUSAND, SEVEN HUNDRED SIXTY DOLLARS [$164,760.00]** for Consultant's full performance of the Work. The authority to execute a change order on behalf of the City shall be in accordance with the City's Procurement Policy, as may be amended from time to time.

   This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

   Invoices must be sent to:
   City of Alpharetta
   Department of Public Works
   1790 Hembree Road
   Alpharetta, GA 30009
   Attn: Arash Moradkhani

   Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Consultant's final invoice and following final inspection and final

acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

(a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract, and the Consultant shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Consultant from the City. The Consultant shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.

(b) Time for Performance. Consultant shall perform the Work in accordance with the project schedule as mutually agreed to by the parties prior to the Commencement of Work until completion. The Consultant shall fully perform and complete the Work for **DESIGN: DOWNTOWN ALPHA LOOP CONNECTIONS.**

(c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.

5. Term and Termination.

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

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate

without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain with the Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants to the best of our knowledge, information and belief that:
(a) Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;

(b) Consultant will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

(c) Consultant will perform its obligations hereunder in a good, professional and workman-like manner, and in accordance with City's specifications and the terms of this Contract;

(d) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and

(e) Consultant, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

7. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.

8. Insurance.

(a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease, or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of $1,000,000 (one million dollars) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Consultant. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts),

blanket contractual, independent contractors, products, and completed operations.

The policy must contain a severability of interests provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City and its elected officials, officers, employees, and agents as additional insured parties.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Consultant's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iv. Umbrella/Excess Liability insurance with minimum combined single limits of $2,000,000 (two million dollars) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

v. Errors & Omissions Professional Liability Insurance:

Professional Liability (Errors & Omissions) insurance of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is canceled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(b) Requirements of Insurance.

i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must continuously cover all liability, claims, demands, and other obligations assumed by the Consultant.
ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation or termination in such policy.
iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
v. Consultant will ensure that any and all policies of insurance procured hereunder will

provide for a waiver of subrogation against the City, and Consultant waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

9. Indemnification. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and reasonable attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Subcontractors and Consultant Personnel.

(a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

(b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

(c) Key Staff. Where Consultant has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Consultant agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

(i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

(ii) Disciplinary reasons;

(iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

(iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

11. Independent Consultant. The Consultant will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

12. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.

13. Ownership of Work Product. The City acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the City shall receive ownership of the final construction documents prepared under this Agreement. The City shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the construction documents from or through the City without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files, or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

14. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail, with return receipt requested, or hand delivered:

(a) If to the Consultant, at the following address:

Keck & Wood, Inc.
3090 Premiere Pkwy, Ste 200
Duluth, GA 30097
Attention: Robert Renwick, PE

(b) If to the City, at the following address:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz

(c) With a copy to:

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

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

15. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, *et seq.,* the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant will become part of the Contract Documents.

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

i. Pursuant to O.C.G.A. § 13-10-91, Consultant represents, warrants, acknowledges, and/or agrees that:

The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and Sub-subcontractors will not enter into any contract with a subcontractor or sub- subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Consultant, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. Consultant, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavitfrom any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.

iv. In lieu of the affidavit required by this Section, if Consultant, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state-issued identification card.

(c) The Consultant must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

17. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Consultant without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's

waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) **Mediation**. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The City and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

In the event mediation is not requested, unsuccessful or deemed futile, the Parties shall each be entitled to pursue all available remedies at law or equity.

(k) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Consultant. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

(o) Publicity Provision. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant will not identify or make reference to the City in any advertising or other promotional modality, regardless of its form, without the express prior written consent of the City.

(p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Ed Howden, City Attorney

KECK & WOOD, INC.

By:_____
Greg Sistrunk, PE, Vice President

Attest:

By: _____
Rob Jacquette, PE, PTOE, Chief Operating Officer

Date: _____

EXHIBIT "A"

Name Alpharetta - Alpha Loop Connections
Client City of Alpharetta
Date 05/23/24

Cost Summary

Keck+Wood

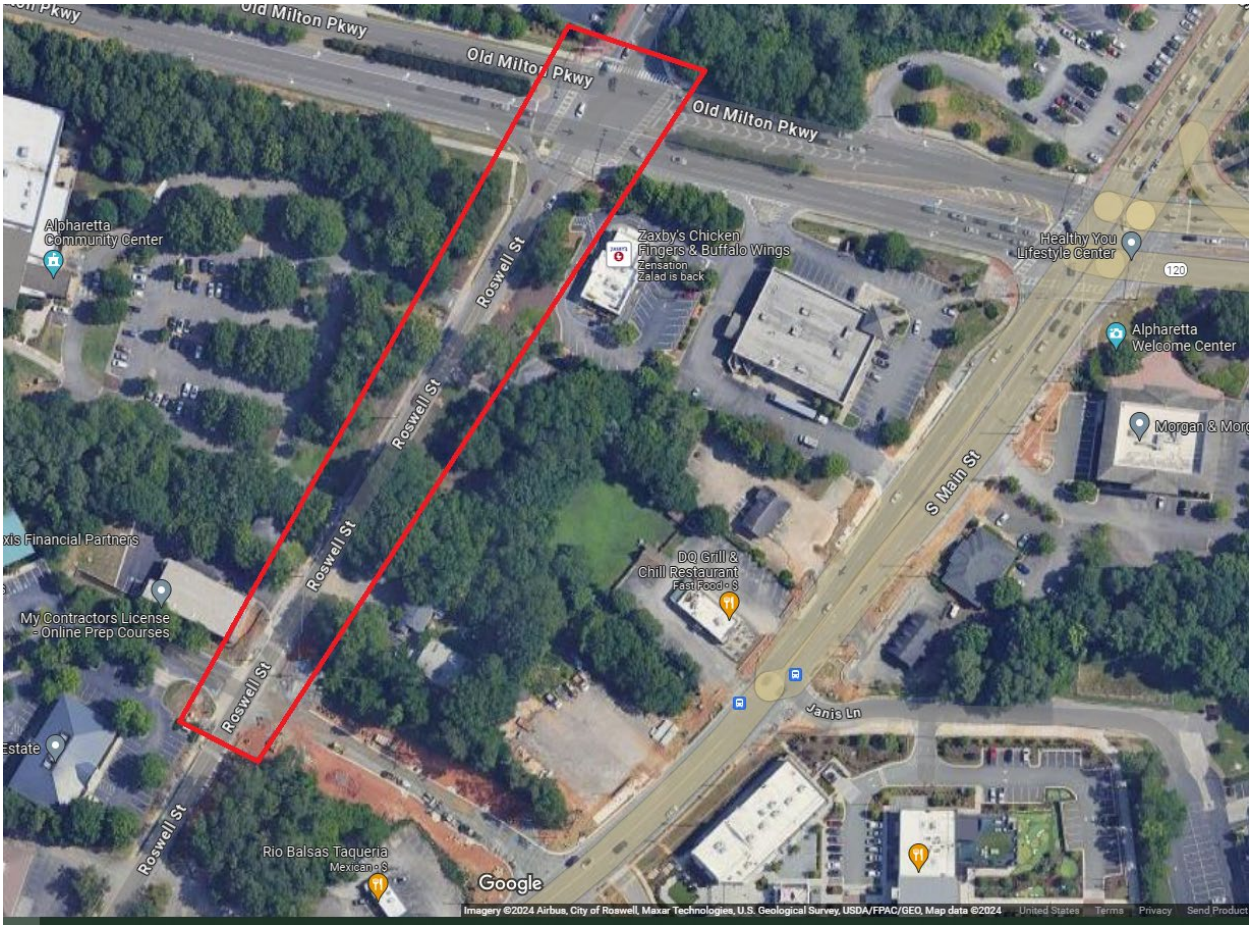
Keck & Wood, Inc.
3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097

Location		PRI	SE2	SE1	E2	E1	SP2	SP1	LA	ADM1	Total MH	Direct Costs	Task Cost
	Standard Hourly Rates	$255	$230	$210	$185	$165	$150	$135	$170	$90			
1	Roswell Street												
	Project Management and Coordination	2	8								10		$2,350
	Field Survey										0	$7,500	$7,500
	Utility Coordination		1					4			5		$770
	Preliminary Plans		4	16			60				80		$13,280
	Traffic Signal Plans	4				55					59		$10,095
	Final Plans		2	8			40				50		$8,140
	Construction Cost Estimate		2					8			10		$1,540
	Subtotal Manhours	6	17	24	0	55	100	12	0	0	214	$7,500	$43,675
2	Devore Road												
	Project Management and Coordination	2	8								10		$2,350
	Field Survey										0	$3,550	$3,550
	Utility Coordination		1					4			5		$770
	Preliminary Plans		2	16			40				58		$9,820
	Traffic Signal Plans	4				55					59		$10,095
	Final Plans		2	8			20				30		$5,140
	Construction Cost Estimate		2					8			10		$1,540
	Subtotal Manhours	6	15	24	0	55	60	12	0	0	172	$ 3,550	$33,265
3	Old Milton to Thompson												
	Project Management and Coordination	2	8								10		$2,350
	Field Survey										0	$7,500	$7,500
	Utility Coordination		1					4			5		$770
	Preliminary Plans		2	16			60				78		$12,820
	Traffic Signal Plans	4				85					89		$15,045
	Final Plans		2	8			40				50		$8,140
	Construction Cost Estimate		2					8			10		$1,540
	GDOT Permitting		4		8			16			28		$4,560
	Subtotal Manhours	6	19	24	8	85	100	28	0	0	270	$ 7,500	$52,725
4	Haynes Bridge Road and Westside Parkway												
	Project Management and Coordination	2	8								10		$2,350
	Field Survey										0	$3,400	$3,400
	Utility Coordination		1					4			5		$770
	Preliminary Plans		2	16			40				58		$9,820
	Traffic Signal Plans	4				67					71		$12,075
	Final Plans		2	8			20				30		$5,140
	Construction Cost Estimate		2					8			10		$1,540
	Subtotal Manhours	6	15	24	0	67	60	12	0	0	184	$3,400	$35,095
	Total Manhours	24	66	96	8	262	320	64	0	0	840		
	Cost/Hour	$255	$230	$210	$185	$165	$150	$135	$170	$90			
	Total All Phases	$6,120	$15,180	$20,160	$1,480	$43,230	$48,000	$8,640	$0	$0		$21,950	$164,760

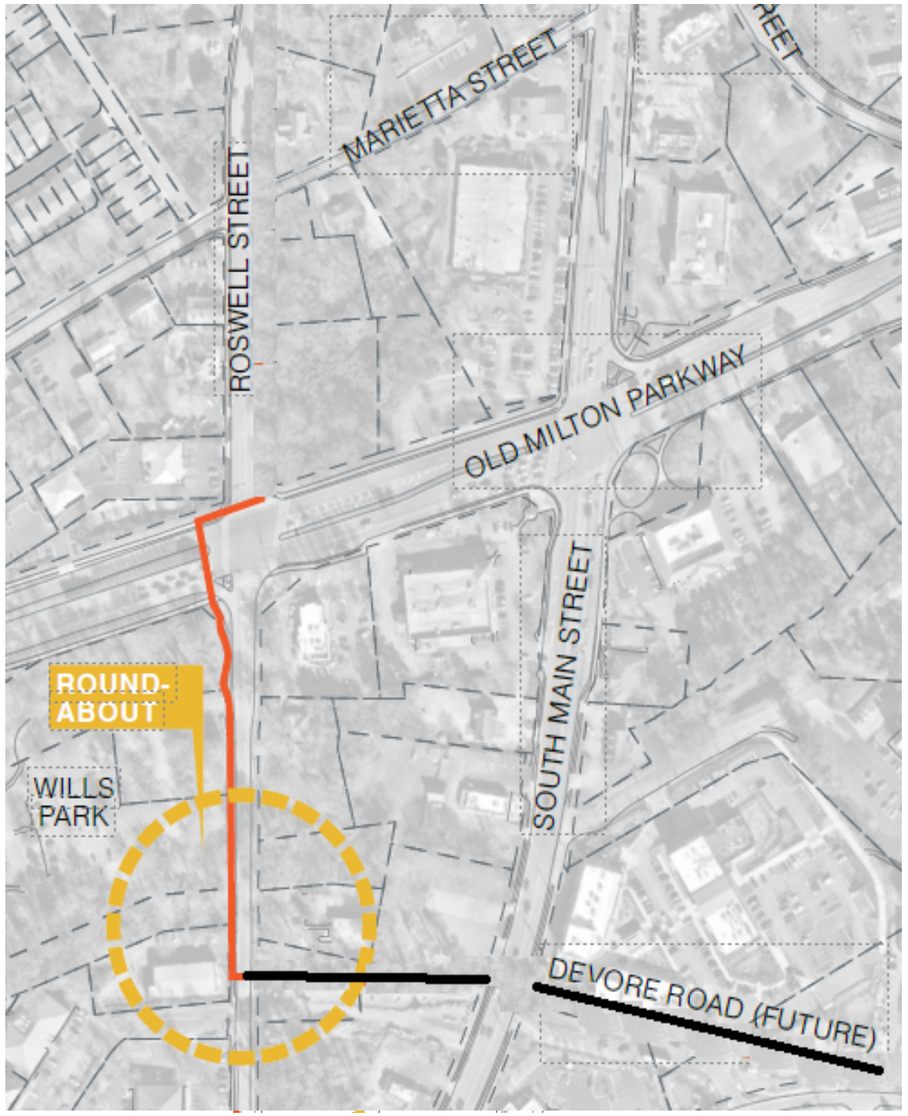
ROCHESTER
STANDARD HOURLY BILL RATES

Entitlement Specialist	$375.00
Principal	$250.00
Project Director	$215.00
Director of Development Strategies	$200.00
Senior Project Manager	$190.00
Senior Surveyor	$175.00
Senior Engineer	$175.00
Senior GIS Enterprise Administrator	$175.00
Senior Landscape Architect	$175.00
Project Manager	$165.00
Senior Designer	$155.00
Project Surveyor	$155.00
Project Engineer	$155.00
Project GIS Developer	$155.00
Project Landscape Architect	$155.00
Project Designer	$135.00
Staff Surveyor	$135.00
Staff Engineer	$135.00
Staff GIS Analyst	$135.00
Staff Project Manager	$135.00
Staff Landscape Architect	$135.00
Staff Designer	$125.00
Four Man Field Crew	$215.00
Three Man Field Crew	$195.00
Two Man Field Crew	$175.00
One Man Field Crew	$150.00
One Man Crew (GPS/RTK)	$200.00
Two Man Crew (GPS/RTK)	$215.00
CADD Technician	$115.00
GIS Technician	$115.00
Field Technician	$95.00
Clerical	$85.00

Location 1: ROSWELL STREET- West alignment along Roswell Street between Old Milton Parkway and Devore Road

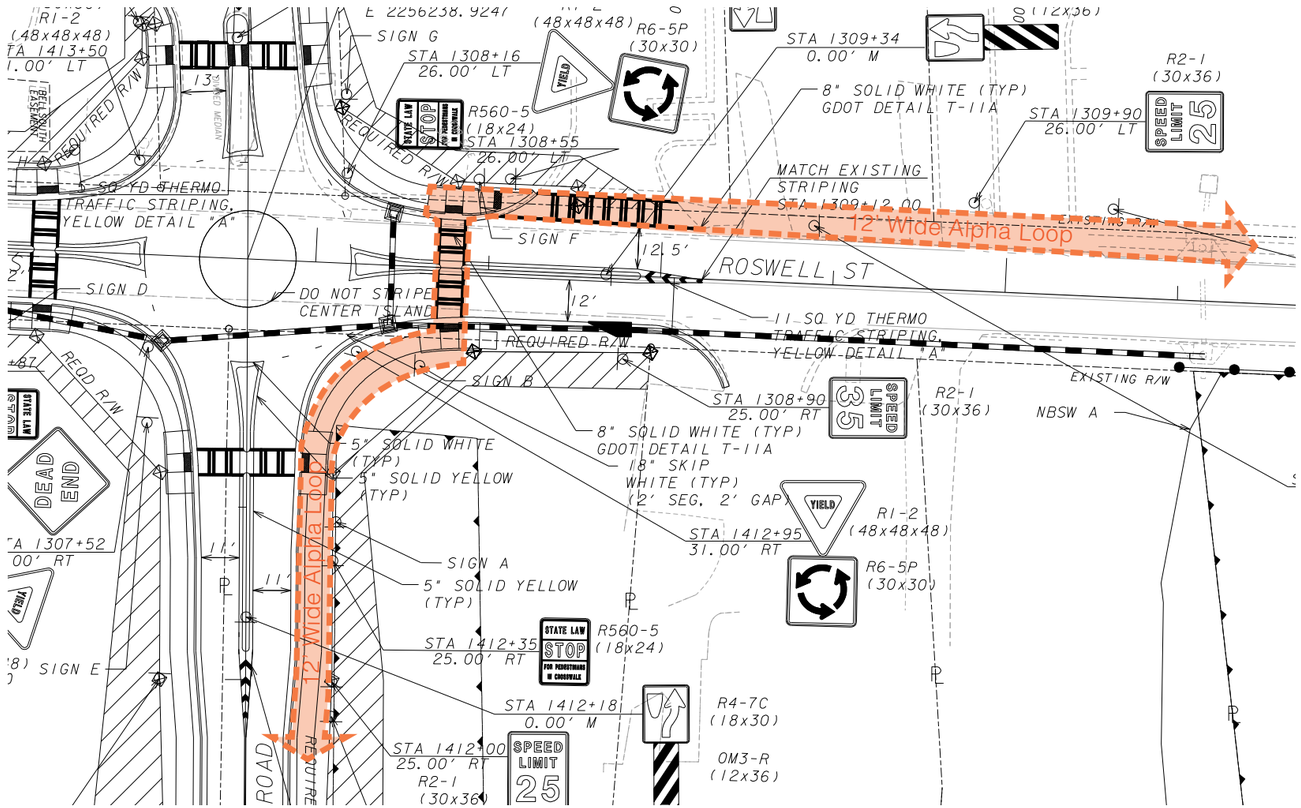


ROSWELL STREET AND DEVORE ROAD
ROUNDABOUT MODIFICATIONS



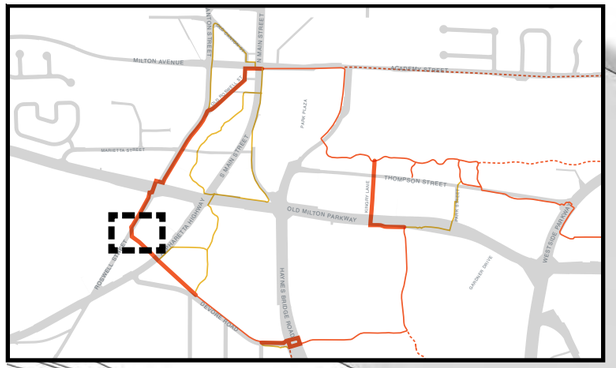
KEY CONSIDERATIONS

- Evaluate GDOT design (currently under construction) to determine safest route for crossing Roswell Street
- Propose expansion of trail to standard 12’ width where possible (may require adjustments to mapped street)



GDOT DESIGN PLAN

ROSWELL STREET AND DEVORE ROAD
ROUNDABOUT MODIFICATIONS



CONTINUE TYPICAL TRAIL CONDITION ALONG WEST SIDE OF ROSWELL STREET

ROSWELL ST.

ENHANCED CROSSING AT PRIVATE DRIVEWAY

RETAINING WALL WITH RAILING AS NEEDED

1FT GRANITE BLOCK SETT RUMBLE STRIP

CREATE 12FT WIDE PEDESTRIAN PLAZA WITH PRECAST CONCRETE "BRICK" PAVERS

ENHANCED CROSSING

INDICATE CROSSWALK WITH PRECAST CONCRETE "BRICK" PAVERS, DETECTABLE WARNING PAVERS, AND TRAIL SIGNAGE

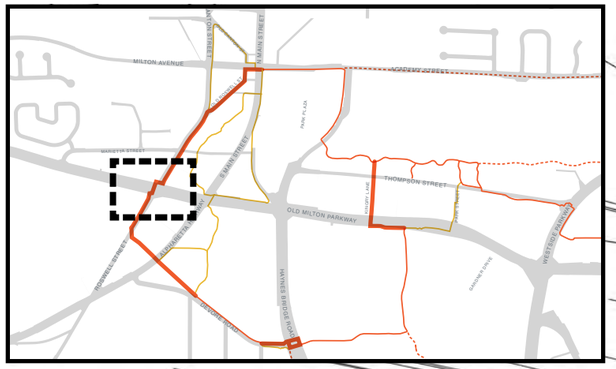
WIDEN NEW SIDEWALK TO ACCOMMODATE 12FT WIDE TRAIL WITH PRECAST CONCRETE "BRICK" PAVER BORDER

IMPLEMENT TYPICAL TRAIL CONDITION ALONG DEVORE ROAD

DEVORE RD.

N 0 5 10 20 FT

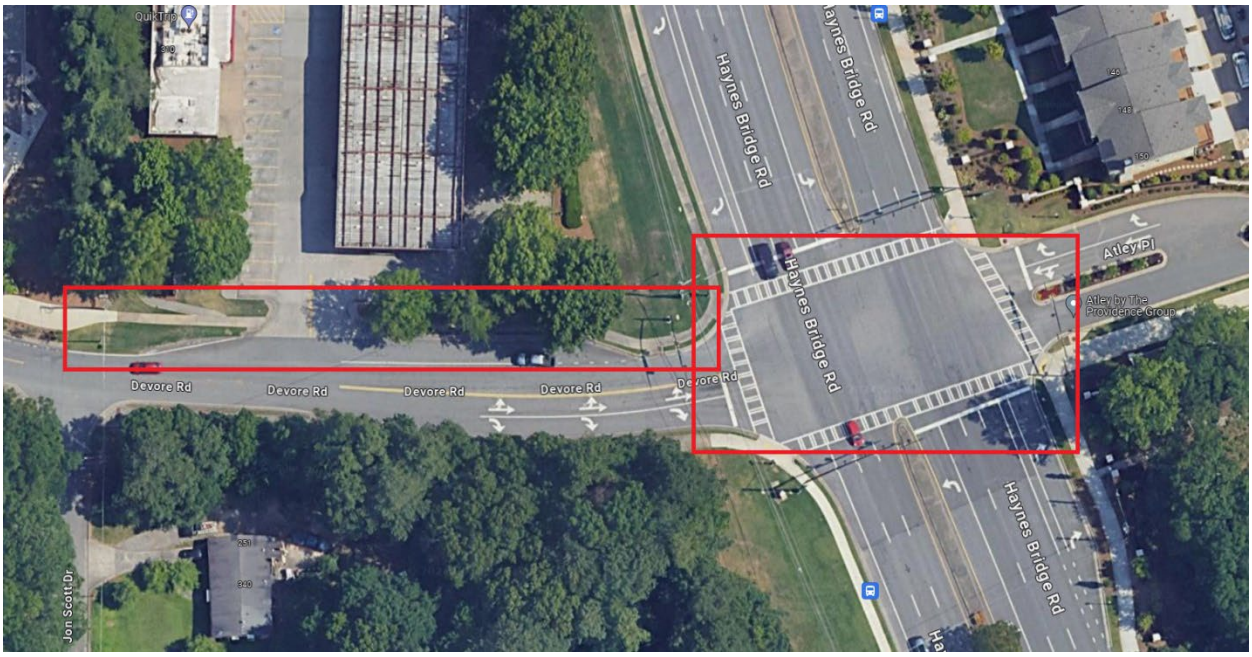
ROSWELL STREET AND OLD MILTON PARKWAY
INTERSECTION ENHANCEMENT



ROSWELL STREET AND OLD MILTON PARKWAY
INTERSECTION ENHANCEMENT



Location 2: DEVORE ROAD- End of Maxwell Development on Devore Road to Haynes Bridge Road



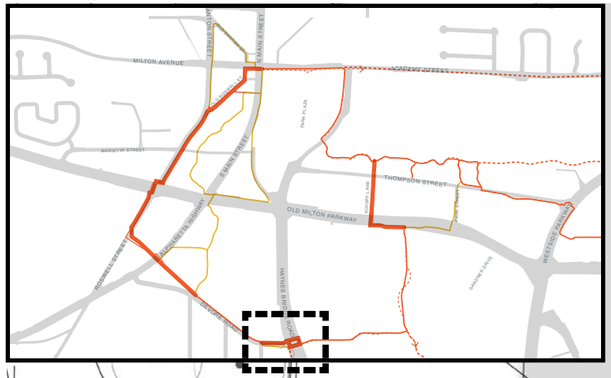
HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT



KEY CONSIDERATIONS

- Create a single, continuous and well-defined trail
- Utilize existing sidewalk along Devore Road as AlphaLoop Trail and explore how to instill the AlphaLoop experience.
- Explore modifications to the planned trail crossing at Jon Scott Drive and Devore Road, including locating the AlphaLoop within the gas station deceleration lane.
- Define trail crossing locations and types at intersection of Devore Road and Haynes Bridge Road, including the use of enhanced crosswalks to alert drivers of pedestrian and bicycle activity.

HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT



UTILIZE EXISTING DETENTION FOR ENHANCED BIORETENTION

EXTEND MEDIAN TO CREATE PEDESTRIAN REFUGE AREA

EXPAND PEDESTRIAN PLAZA

ENHANCED CROSSING, PERPENDICULAR WITH ROAD

ENHANCE PEDESTRIAN PLAZA WITH PAVING STANDARDS

DEVORE RD.

EXTEND MEDIAN TO CREATE PEDESTRIAN REFUGE AREA

PLAZA AREA

FUTURE ALPHA LOOP ALONG HAYNES BRIDGE BY DEVELOPER OF ADJACENT DEVELOPER

TYPICAL TRAIL CONDITION TO CONNECT WITH EXSITING ALPHA LOOP TRAIL TO WEST ALONG NORTHSIDE OF DEVORE ROAD

REMOVE DECELERATION LANE BY INSTALLING NEW CURB. INSTITUTE 12FT WIDE TRAIL WITH 6FT WIDE PLANTED BUFFER WITH STREET TREES.

ELIMINATE DEVELOPER PROPOSED CROSSING AT JON SCOTT DRIVE DUE TO SAFETY CONCERNS

HAYNES BRIDGE RD.

DEVELOPER TO PROVIDE CONNECTION FOR ALPHA LOOP TO BUS STOP

N 0 5 10 20 40 FT

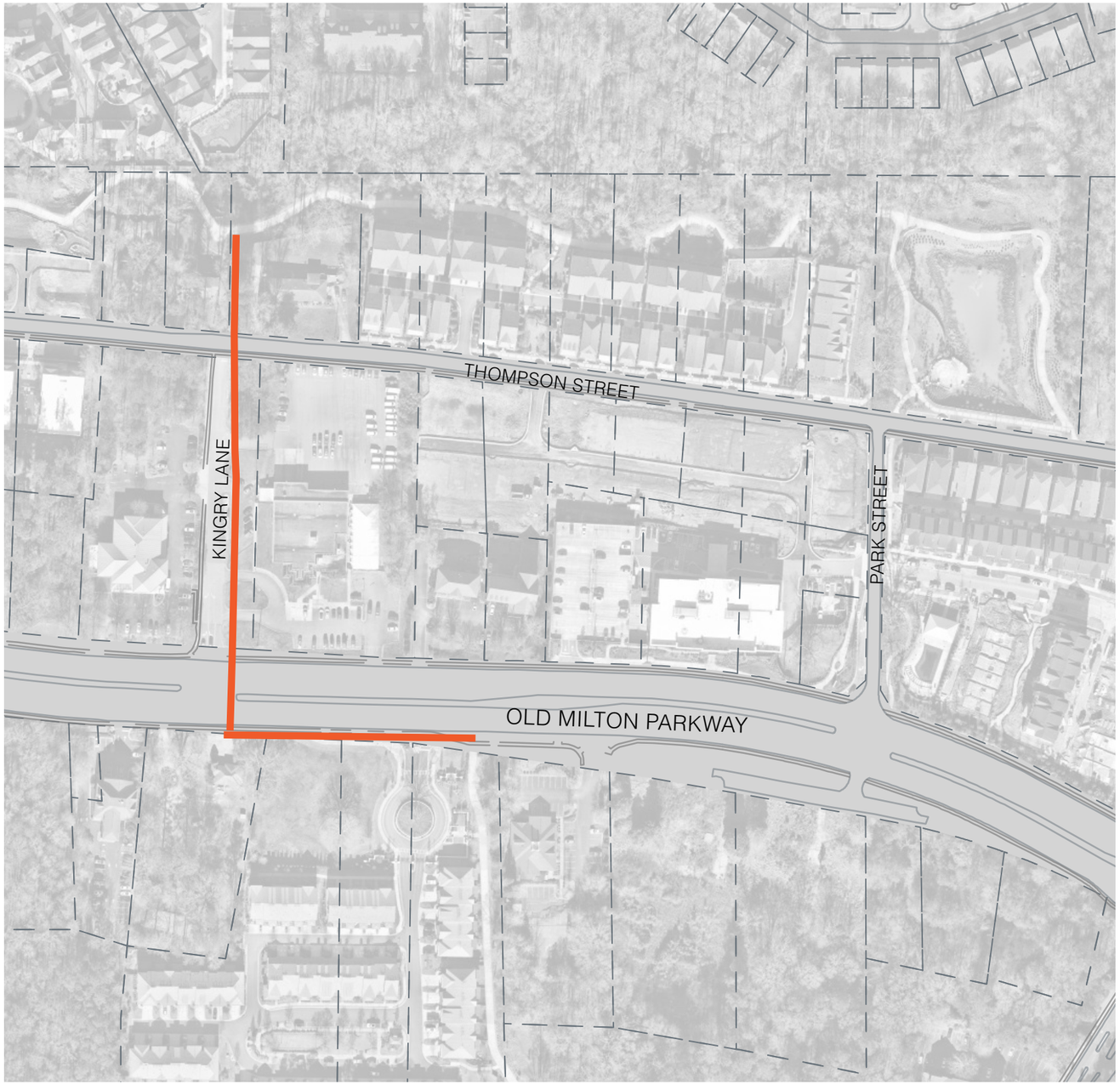
HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT


EXISTING CONDITION

Location 3: OLD MILTON TO THOMPSON - Alpha Loop trailhead east of Chelsea Walk to Alpha Loop trail north of Thompson Street



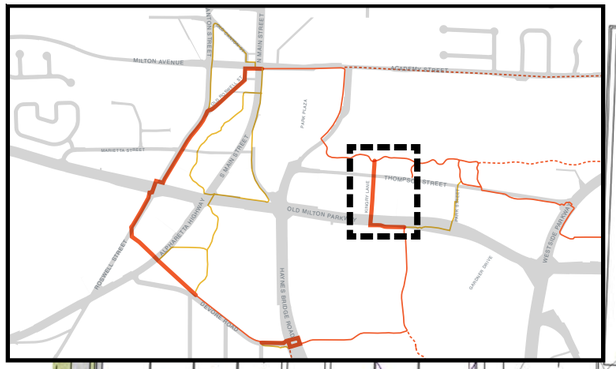
KINGRY LANE BETWEEN OLD MILTON AND THOMPSON



KEY CONSIDERATIONS

- Provide trail alignment alternatives along Kingry given the right-of-way constraints on the west and the post office on the east.
- Determine the best connection from Kingry Lane to AlphaLoop north of Thompson Street.

KINGRY LANE AND OLD MILTON PARKWAY



KINGRY LN.

ENHANCED CROSSING WITH PEDESTRIAN REFUGE AT MEDIAN

PROPOSED POST BOX LOCATION

CROSSINGS AT POST OFFICE DRIVEWAY RAISED TO MEET THE ALPHA LOOOP GRADE FLUSH

EX. CURB TO REMAIN

TYPICAL 12FT WIDE TRAIL CONDITION TO REPLACE EXISTING PARKING AREA. TREES ON BOTH SIDES OF TRAIL.

NEW CURB TO REPLACE EXISTING POST OFFICE BOX MEDIAN

REMOVE LIMITED TREES FOR THE ALPHALOOP TRAIL

RETAINING WALL AS NEEDED TO ACCOMMODATE 12FT WIDE TRAIL

OLD MILTON PKWY.

THOMPSON ST.

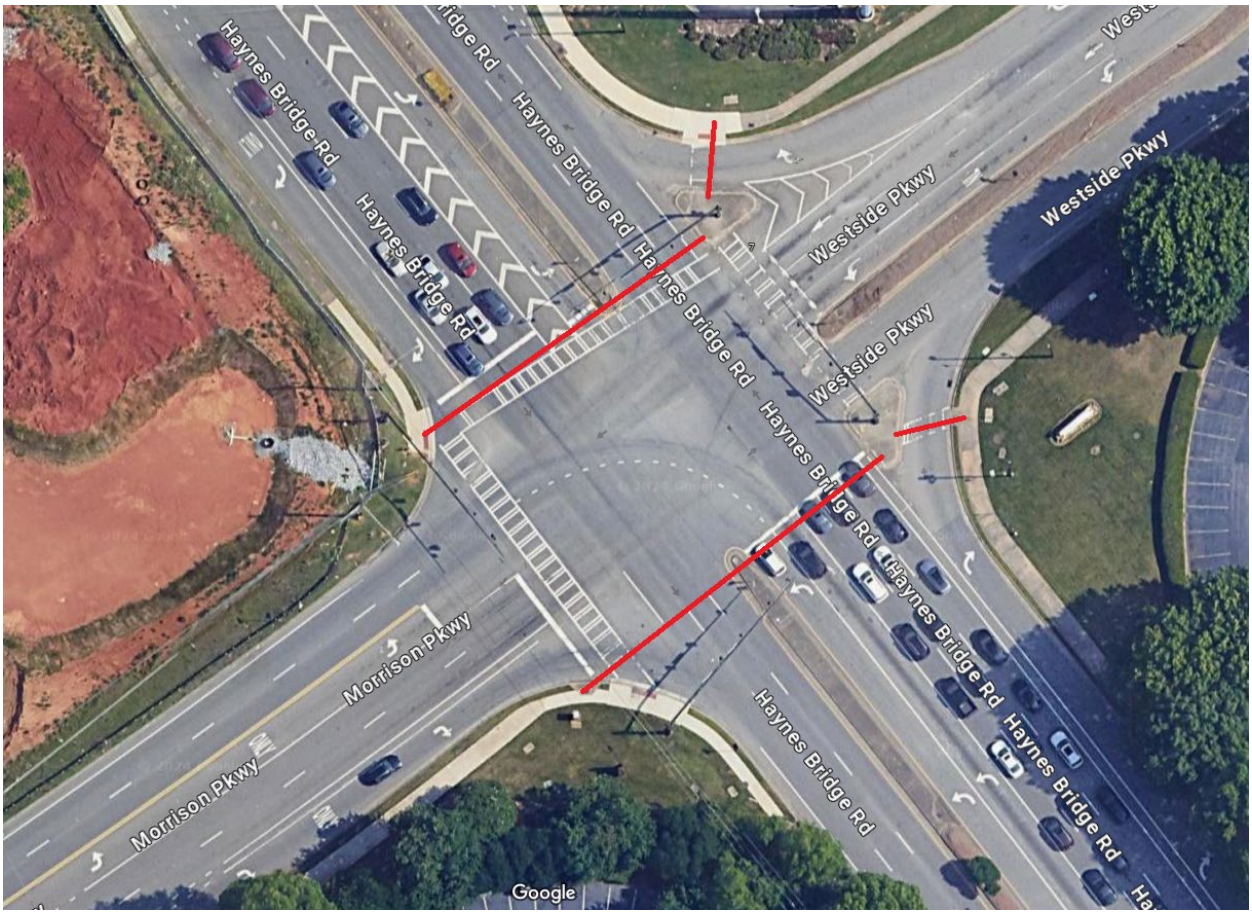
N 0 5 10 20 40 FT

KINGRY LANE AND OLD MILTON PARKWAY



N

Location 4: Intersection of Haynes Bridge Road and Westside Parkway



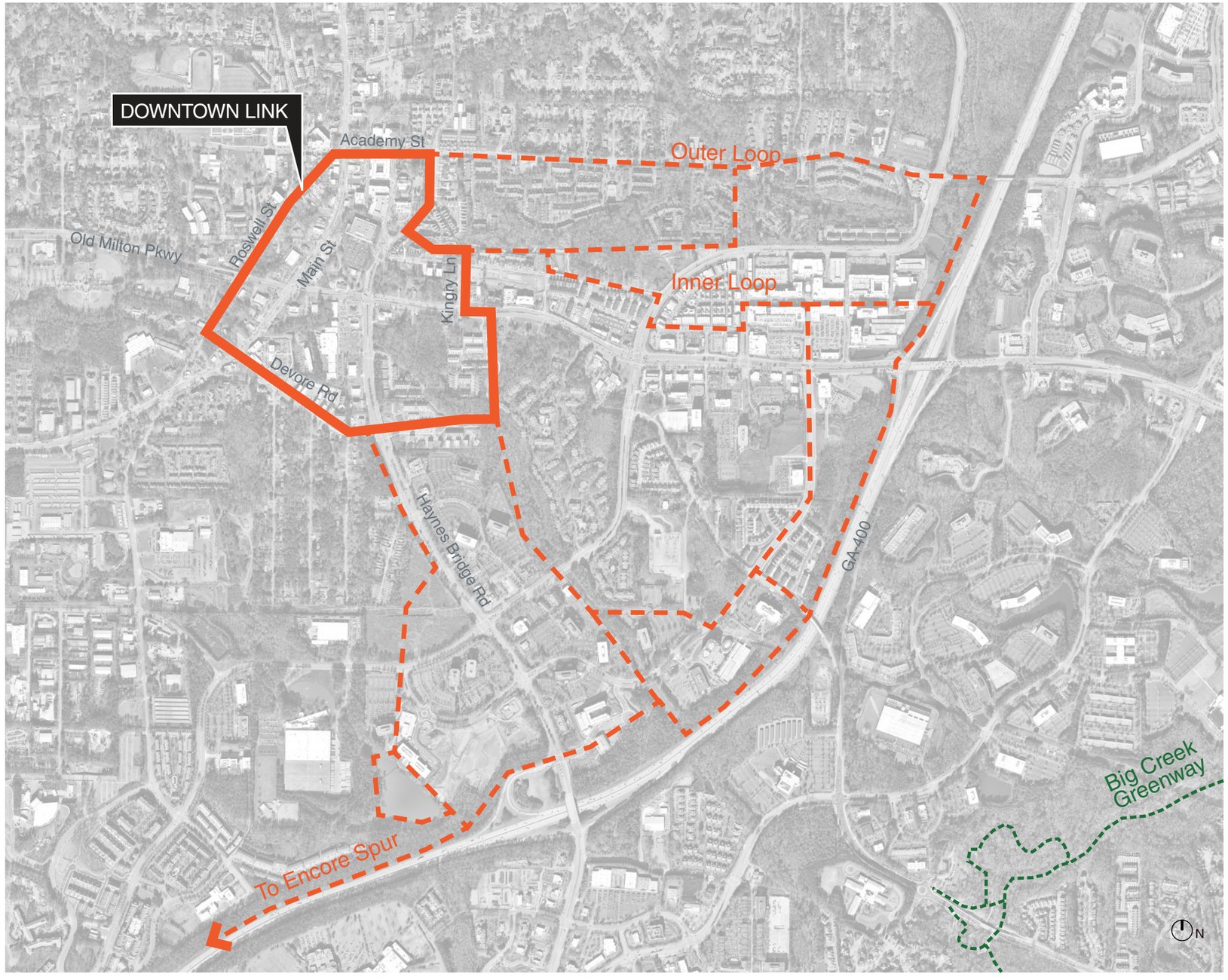
DOWNTOWN LINK
CONCEPTUAL DESIGN REPORT
ALPHARETTA, GA

03/13/2023

STARR WHITEHOUSE
Landscape Architects
and Planners PLLC

Columbia Engineering
LAND PLANNERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

EXECUTIVE SUMMARY



PROJECT OVERVIEW

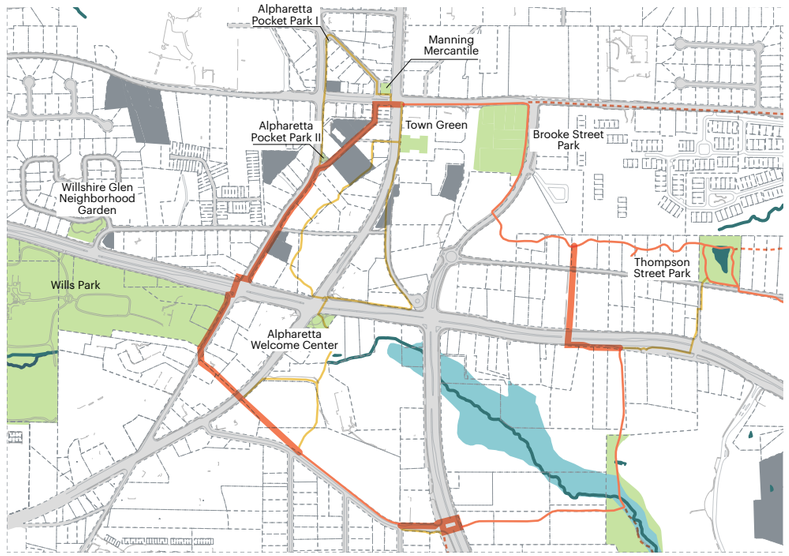
Alpharetta has experienced unprecedented growth since the Alpha Loop was originally planned. Development continues to boom, with hotels, offices, multi-family residences, and mixed-use lifestyle centers in various stages of development emerging throughout the downtown district. Alpharettans understand the valuable connectivity that the Alpha Loop brings. Residents want to be near the trail, and the development community is eager to build the trail to make that possible. Establishing a clear and comprehensive vision for the downtown trail is critical to maximizing the public benefit of these private investments and ensuring a cohesive and connected Alpha Loop system for commuters and recreational users alike.

PROJECT GOALS

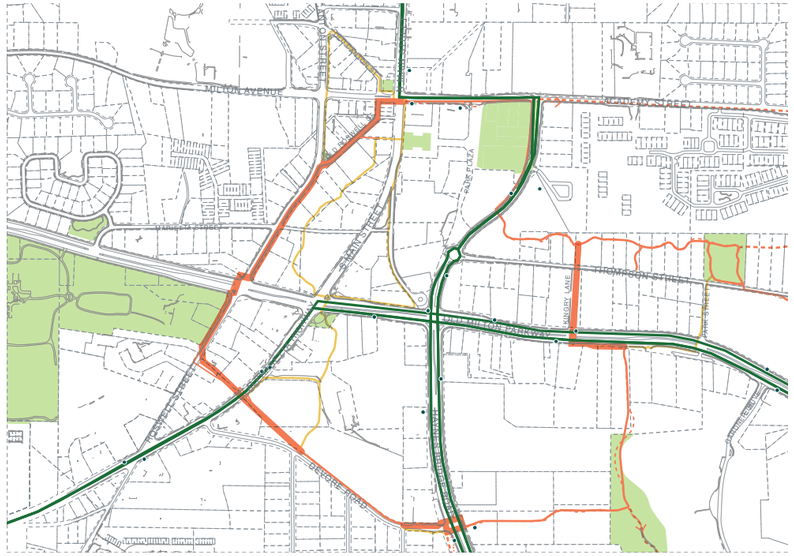
This trail study and conceptual design report establishes a district-wide framework for the Alpha Loop Downtown Link that creates a dynamic and legible public realm experience aligned to the unique opportunities and constraints of Alpharetta's urban context. It maximizes connections to open space assets, commercial and institutional attractions, and existing and future Alpha Loop alignments. To achieve these goals, this study considers the following:

- Existing reports and studies
- Recent and upcoming development
- Minimizing right-of-way acquisition and impacts to privately held land
- Safe and efficient roadway crossings
- Catalyzing future pedestrian oriented development
- Connectivity to the broader pedestrian and bicycle circulation system

ANALYSIS



OPEN SPACE CONNECTIVITY



TRANSIT CONNECTIVITY

ANALYSIS MAPPING

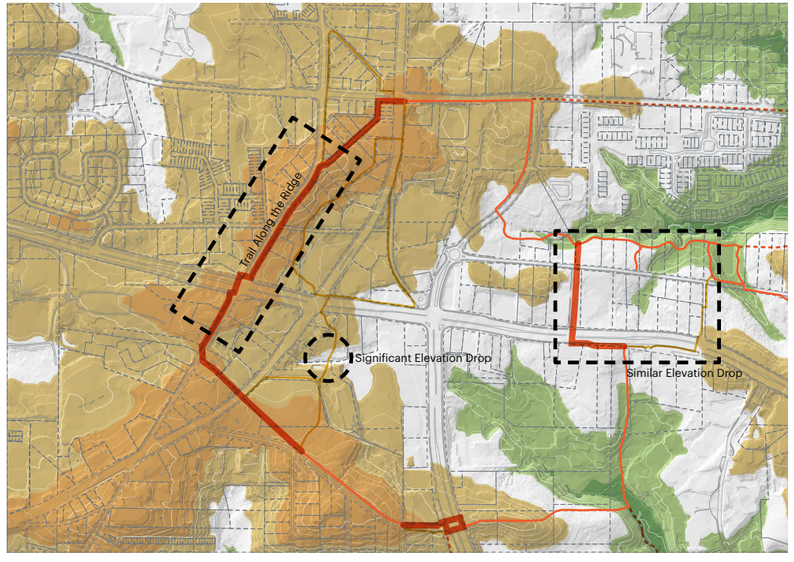
Through GIS mapping and analysis, a series of potential trail alignments were evaluated based on the following variables:

- Connectivity to open space assets, transit networks, existing pedestrian infrastructure, and roadway ownership.
- Crash and traffic data at key roadway crossings - both pedestrian and vehicular.
- Physiographic features such as topography, tree canopy, and hydrologic features.
- Right of way availability.
- Potential parking impacts.

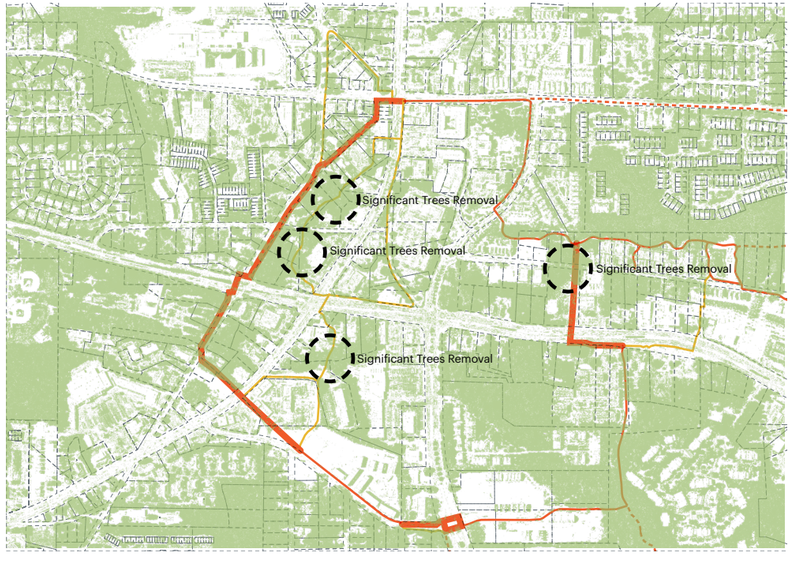
**See appendix for complete traffic study.*



CRASH DATA

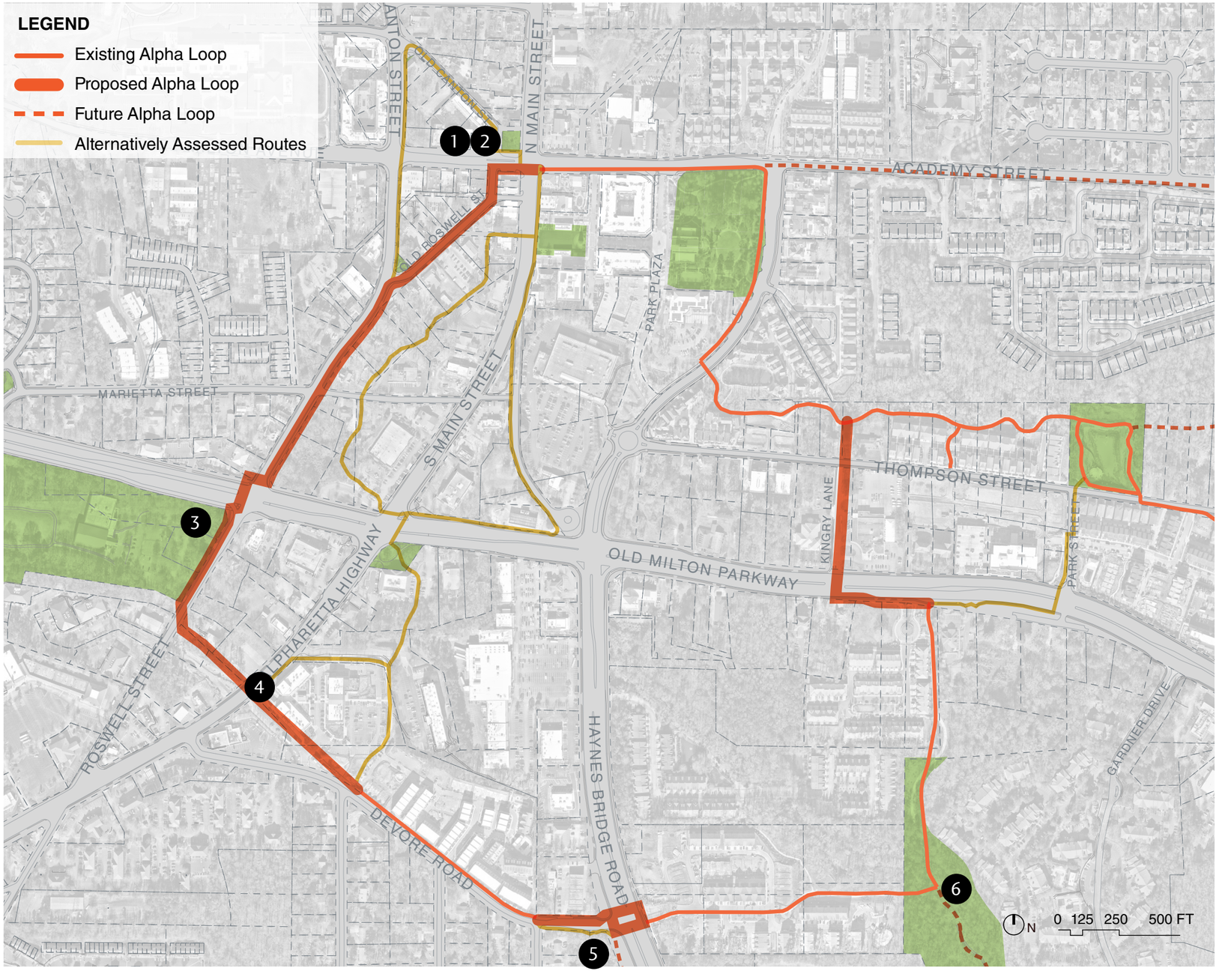


TOPOGRAPHY



TREE CANOPY IMPACTS AND SHADING

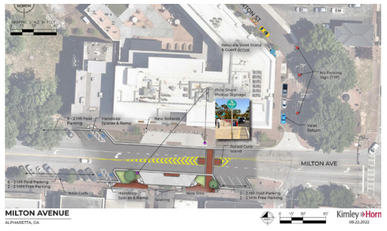
REFERENCED STUDIES AND DEVELOPMENTS



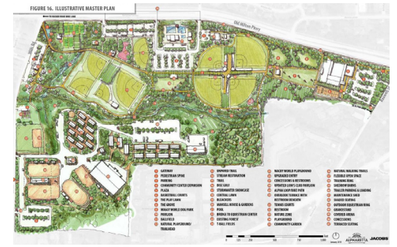
1 MILTON AVE.
AECOM



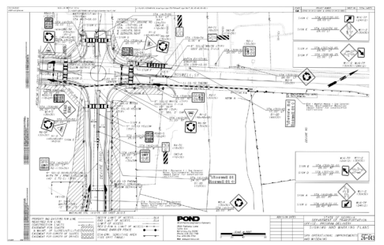
2 MILTON AVE.
KIMLEY HORN



3 WILLS PARK MASTER PLAN
JACOBS



4 DEVORE RD. REALIGNMENT
POND & COMPANY



5 ALCOVY ESTATES



6 ALPHA LOOP EXTENSION
POND & COMPANY



SELECT ADDITIONAL REFERENCED PLANS

- Alpharetta City Trail, *Pond & Company.*
- North Point Area and Alpha Loop Trail Connectivity Feasibility Study, *MKSK, Toole Design Group.*

PREFERRED TRAIL ALIGNMENT



ESTABLISHING A PREFERRED ALIGNMENT

In the Downtown District, the Alpha Loop trail has been installed incrementally over the past decade by both the City and by private developers constructing public realm improvements. The primary goal of the Downtown Link exercise is to identify the safest and most legible path to “Connect the people to the stuff.”

To define the Alpha Loop Downtown Link alignment, the team considered multiple variables including previous plans and standards, ongoing and projected development, topography, multiple modes of traffic and transportation, property ownership, and community assets.

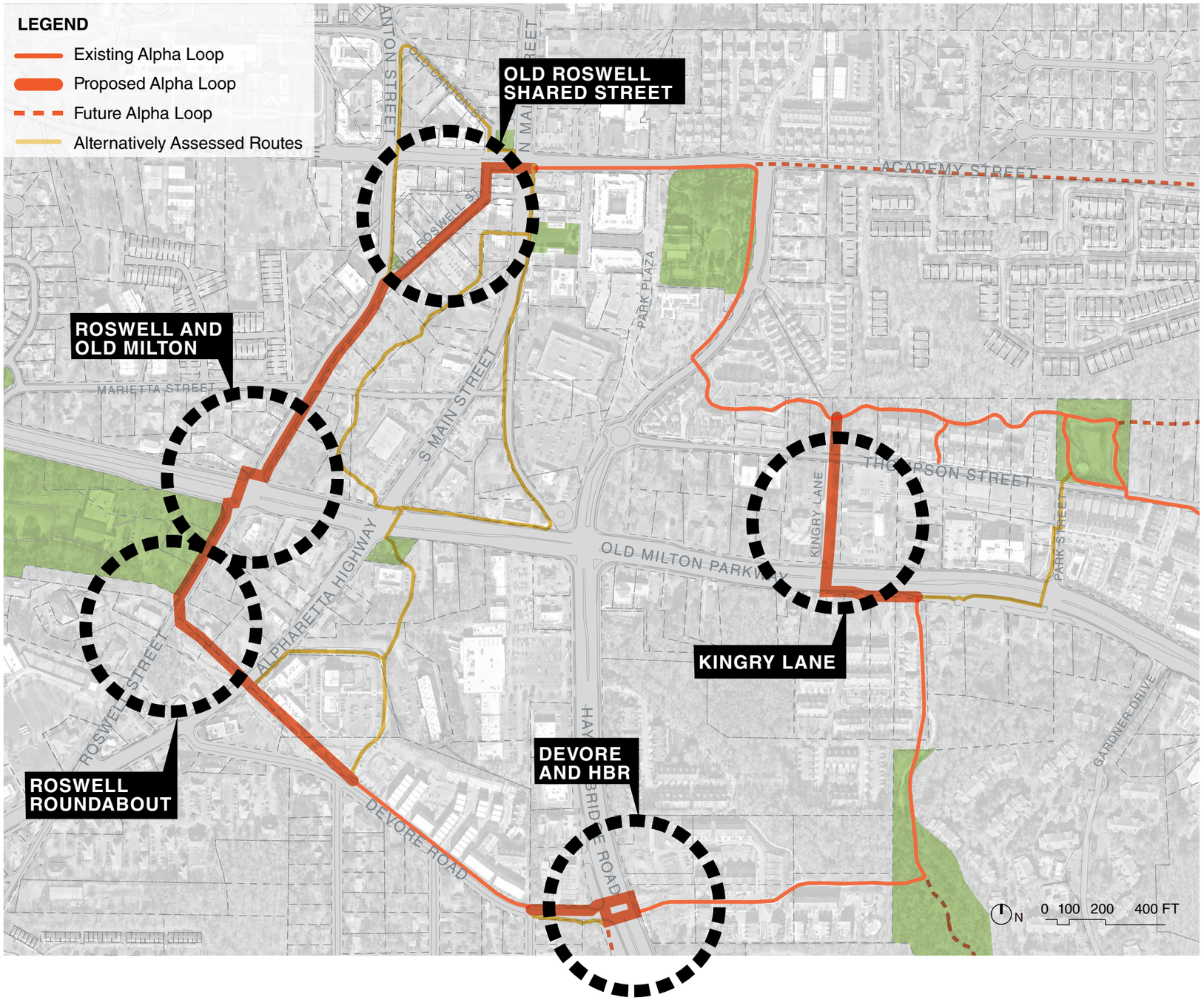
Several alignments were assessed. The preferred alignment integrates existing stretches of trail into a cohesive network, leveraging prior investments to create a unified whole. This route prioritizes pedestrian/bicyclist safety and limits right-of-way acquisition. It endeavors to move Alpharettans through the Downtown District freely, while simultaneously identifying opportunities to encourage them to stop and stay awhile.

This Conceptual Design Report is organized into two sections:

1. Focus Areas: Opportunities for Enhancing Safety and Placemaking
2. Design Standards: Establishing A Cohesive Transportation Network

FOCUS AREAS
OPPORTUNITIES FOR ENHANCING SAFETY AND PLACEMAKING

FOCUS AREAS



OLD ROSWELL SHARED STREET

Develop a conceptual design for the conversion of Old Roswell Street to a shared street where pedestrian, bicycle, and vehicular traffic coalesce in a single, curbless, urban plaza space.

ROSWELL AND OLD MILTON

Determine optimal crossing from NE corner of intersection to SW corner of intersection, including shortening the crossing distance for pedestrians, providing pedestrian and bicycle safety improvements, and integrating with the planned Wills Park Gateway design concept.

ROSWELL ROUNDABOUT

Recommend pedestrian and bicycle safety improvements for the new Devore Road alignment (currently under construction), including widening of the Alpha Loop trail to the standard 12’ width, establishing pavement material standards for consistency, and enhancing Alpha Loop crosswalks for improved vehicular recognition.

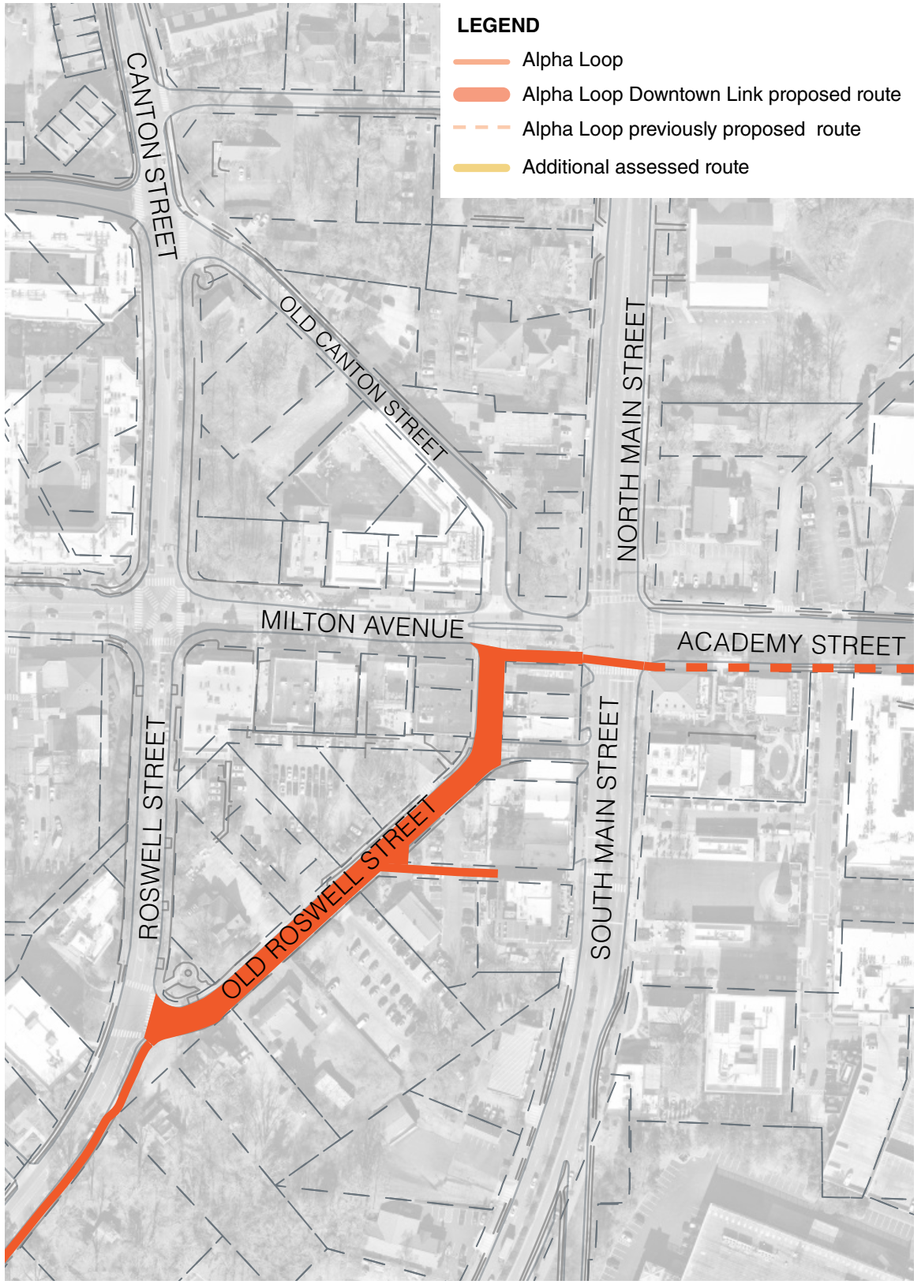
DEVORE AND HAYNES BRIDGE ROAD (HBR)

Eliminate the planned trail crossing at Jon Scott and Devore Road and align the trail on the north side of Devore, replacing the QuikTrip deceleration lane. Enhance all four crosswalks to better denote the trail’s presence to vehicular traffic at a key intersection of the Downtown Link and Outer Loop.

KINGRY LANE

Develop two feasible alternatives for connecting the existing trail spur south of Old Milton Parkway with Alpha Loop’s first phase constructed north of Thompson Street.

OLD ROSWELL STREET
SHARED STREET OPTION



OLD ROSWELL STREET KEY CONSIDERATIONS

- Evaluate the potential for converting Old Roswell Street to a pedestrianized or shared street where pedestrian, bicycle, and vehicular traffic can coalesce in a single, curbless, urban plaza space. Note: this was shown in previous Downtown Alpharetta study.

- Synthesize current and proposed development plans including the redevelopment of Milton Avenue into a pedestrian plaza and potential additional development.

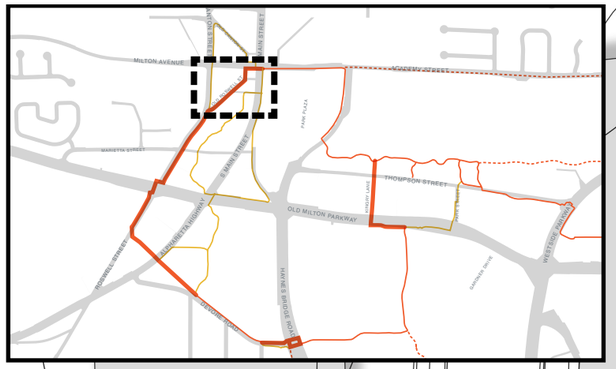
- Connect 3 existing pocket parks and potential City-owned event open space at the corner of Roswell and Milton, and extend the axis from City Hall into the new shared street.

- Synthesize Alpha Loop design standards and visual character with that of Downtown to ensure that the Alpha Loop is legible without compromising the sense of place characteristic of Downtown.

- Explore alternative options (i.e. “Partial Build-out) for aligning the Alpha Loop along Old Roswell Street, including pedestrian safety enhancements in lieu of a full shared street build-out.

OLD ROSWELL STREET

SHARED STREET - COMPLETE BUILD-OUT



CONCRETE RAMP DOWN TO MILTON AVE. ROADWAY GRADE

EXPAND THE SIDEWALK , REMOVE (3) EX. STREET PARKING SPOTS AND PLANT NEW STREET TREES

1-WAY SECTION OF THE SHARED STREET WITH PRECAST CONCRETE "COBBLE" PAVERS AND GRANITE BLOCK RUNNEL TO REPLACE ASPHALT ROADWAY. EX. LOADING AREA TO REMAIN

10FT WIDE CROSSINGS, TYP. OF (6), WITH 8FT WIDE PRECAST CONCRETE "BRICK" PAVING AND 1FT WIDE GRANITE BLOCK BORDERS ON ALL SIDES

5'FT WIDE GRANITE BLOCK RUNNEL ON BOTH SIDES OF TRAVEL LANE.

RETAIN EX. PLANTED STRIP

CREATE PEDESTRIAN PLAZA WITH TREES IN PAVEMENT. WILL REQUIRE REMOVAL OF ONE PARKING SPACE ON CITY-OWNED PROPERTY AND POTENTIAL R.O.W. ACQUISITION

RAISED CROSSWALK AT PARKING LOT DRIVE AISLE TO ENHANCE CONNECTION BETWEEN TOWN GREEN AND SHARED STREET

RAIN GARDEN PLANTERS WITH CORTEN EDGE AND BIORETENTION SOIL

CHANGE EX. CONCRETE SIDEWALK PAVING TO PRECAST CONCRETE "BRICK" UNIT PAVING

2-WAY SECTION OF THE SHARED STREET WITH PRECAST CONCRETE "COBBLE" PAVING

CONCRETE RAMP DOWN TO ROSWELL STREET ROADWAY GRADE

TYPICAL TRAIL CONDITION TO CONTINUE SOUTH ALONG ROSWELL STREET

MILTON AVE.

OLD ROSWELL ST.

ROSWELL ST.

S. MAIN ST.

N 0 5 10 20 30 60 FT

OLD ROSWELL STREET
SHARED STREET - COMPLETE BUILD-OUT

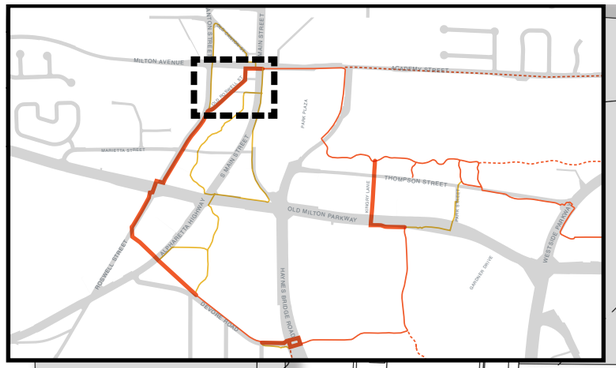


OLD ROSWELL STREET
SHARED STREET - COMPLETE BUILD-OUT


EXISTING CONDITION

OLD ROSWELL STREET

SHARED STREET - PARTIAL BUILD-OUT



CONCRETE RAMP DOWN TO MILTON AVE. ROADWAY GRADE

EXPAND THE SIDEWALK, REMOVE (3) EX. STREET PARKING SPOTS AND PLANT NEW STREET TREES

RETAIN 1-WAY SECTION OF THE SHARED STREET WITH PRECAST CONCRETE "COBBLE" PAVERS AND GRANITE BLOCK RUNNEL TO REPLACE ASPHALT ROADWAY. EXISTING LOADING AREA TO REMAIN

10FT WIDE CROSSINGS, TYP. OF (6), WITH 8FT WIDE PRECAST CONCRETE "BRICK" PAVING AND 1' WIDE GRANITE BLOCK BORDERS ON ALL SIDES

CONCRETE RAMP DOWN TO OLD ROSWELL STREET ROADWAY GRADE

EX. PAVER CROSSING TO REMAIN

EX. PLANTED STRIP TO REMAIN

CREATE PEDESTRIAN PLAZA WITH TREES IN PAVEMENT. WILL REQUIRE REMOVAL OF ONE PARKING SPACE ON CITY OWNED PROPERTY AND POTENTIAL R.O.W. ACQUISITION

RAISED CROSSWALK AT PARKING LOT DRIVE AISLE TO ENHANCE CONNECTION BETWEEN TOWN GREEN AND SHARED STREET

ENHANCED CROSSING TYPICAL AT ALL DRIVEWAYS

2-WAY SECTION OF THE ROAD TO BE REDUCED TO 20' WIDE. ASPHALT TO BE REFURBISHED. BUILD NEW CURB TO ACCOMMODATE TYPICAL 12FT WIDE ALPHA LOOP TRAIL CONDITION.

1'-6" WIDE GRANITE BLOCK BUFFER BETWEEN BACK OF CURB AND TRAIL, TYP.

ADD CROSSINGS AS NEEDED

MILTON AVE.

ROSWELL ST.

OLD ROSWELL ST.

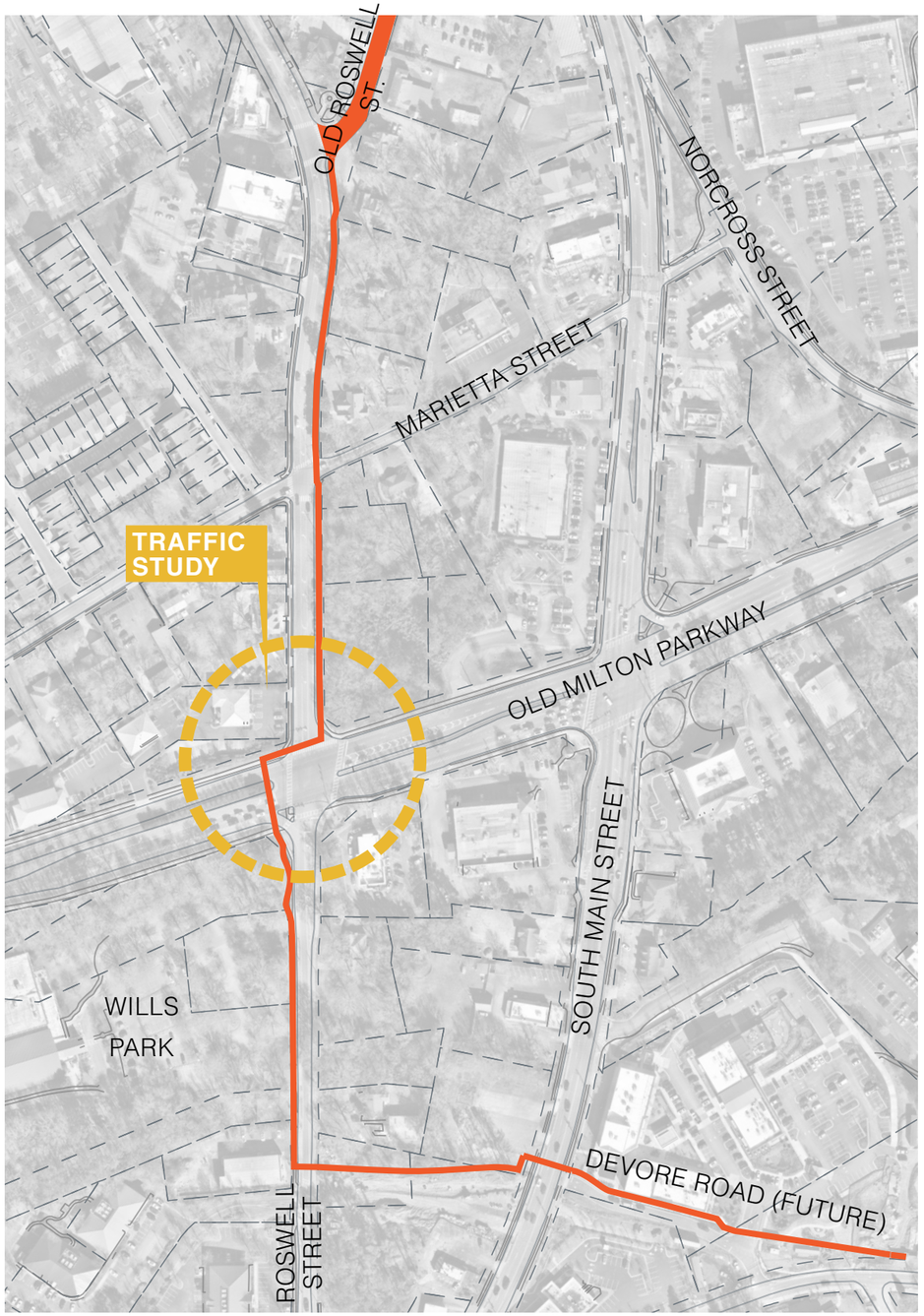
S. MAIN ST.

N 0 5 10 20 30 60 FT

OLD ROSWELL STREET
SHARED STREET - PARTIAL BUILD-OUT



ROSWELL STREET AND OLD MILTON PARKWAY
INTERSECTION ENHANCEMENT



KEY CONSIDERATIONS

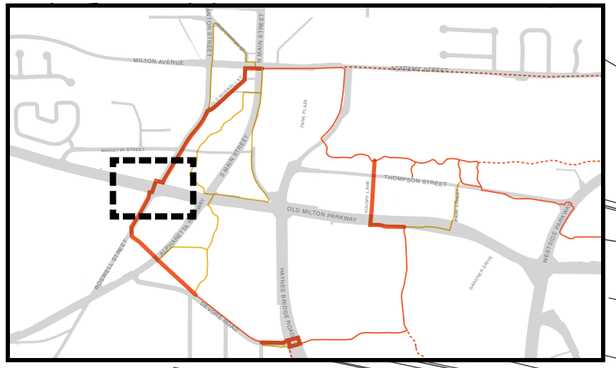
- East alignment along Roswell Street between Old Roswell Street and Old Milton Parkway; West alignment along Roswell Street between Old Milton Parkway and Devore Road (future)
- Coordinate trail alignment with proposed improvements to Wills Park, including the Wills Park Gateway concept from the park Master Plan.
- Evaluate the optimal crosswalk movement based on pedestrian traffic analysis, connections to open space assets, and availability of public right-of-way.
- Provide pedestrian safety improvements including enhanced crosswalks, enlarged pedestrian plazas, and pedestrian refuges across Old Milton Parkway.
- Analyze the viability of removing the dedicated right turn lane on the eastbound Old Milton Parkway to southbound Roswell Street.

Traffic Study Findings

- Significant pedestrian and bike movement through this intersection, particularly in PM Peak
- “All red” at traffic signal would impact vehicular level of service, particularly in PM Peak
- Additional study: Assess a no-right-on-red for southbound turns from eastbound Old Milton Parkway
- Eliminating the eastbound right-turn-only lane from Old Milton Parkway to southbound Roswell Street will not have adverse impact on traffic.

**Complete Traffic Study has been attached as an appendix to this report.*

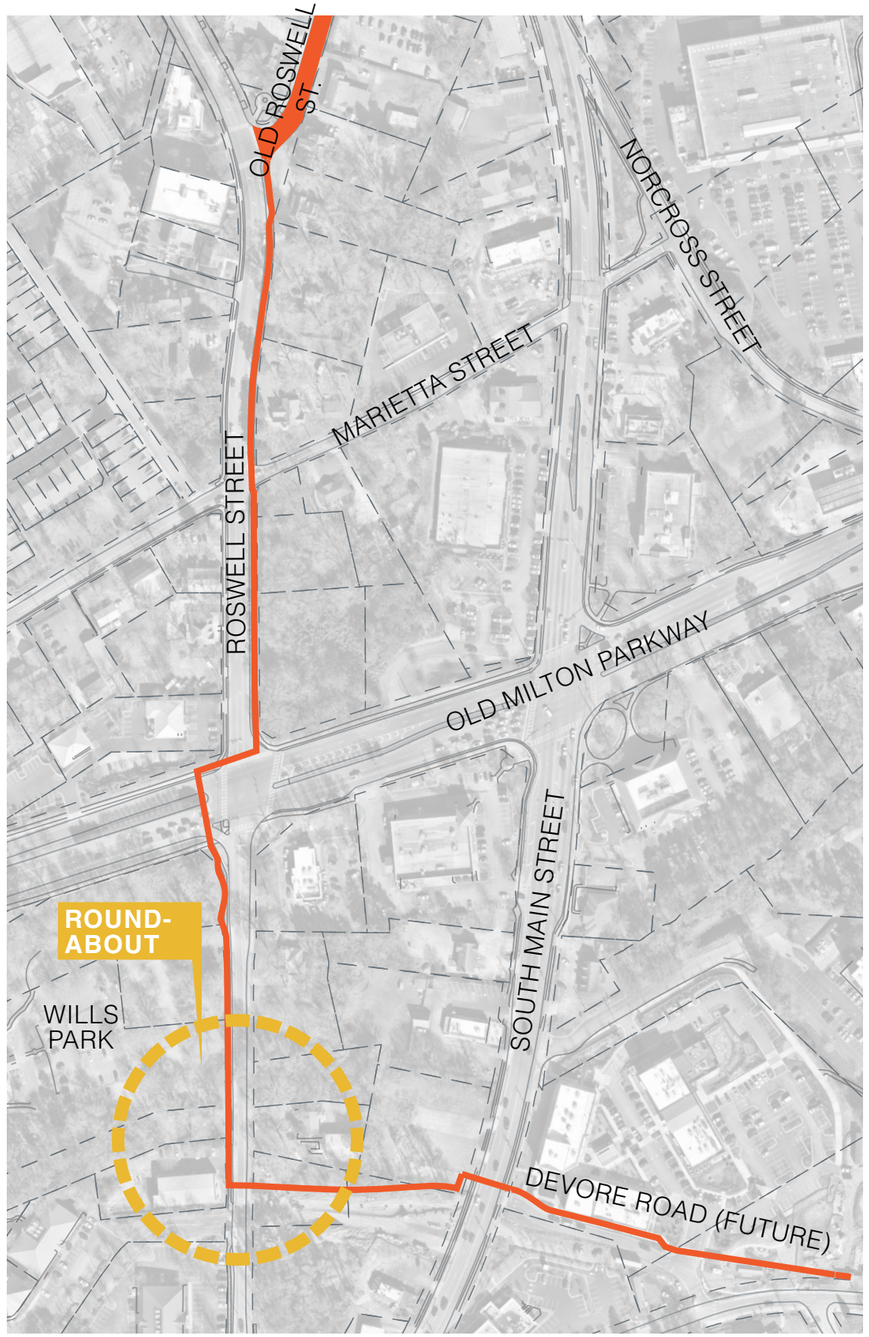
ROSWELL STREET AND OLD MILTON PARKWAY
INTERSECTION ENHANCEMENT



ROSWELL STREET AND OLD MILTON PARKWAY
INTERSECTION ENHANCEMENT

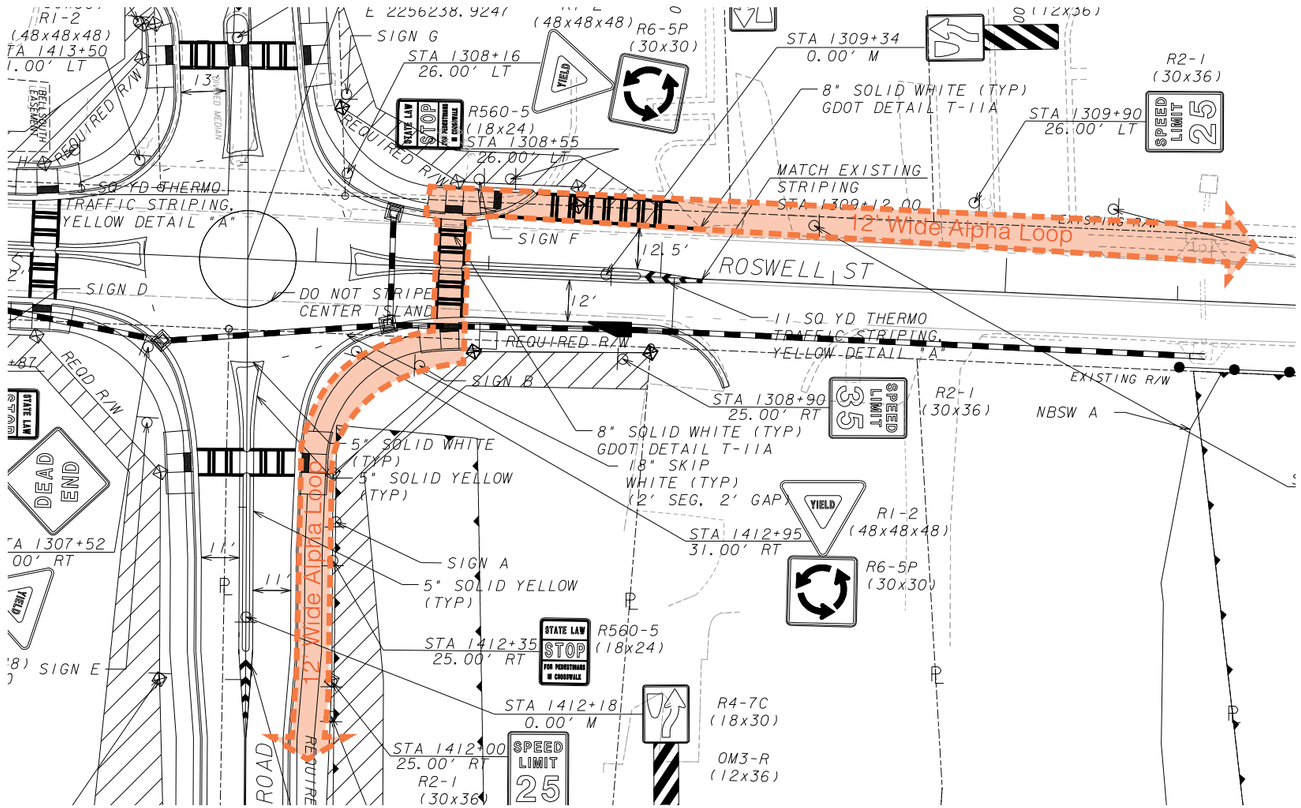


ROSWELL STREET AND DEVORE ROAD
ROUNDABOUT MODIFICATIONS



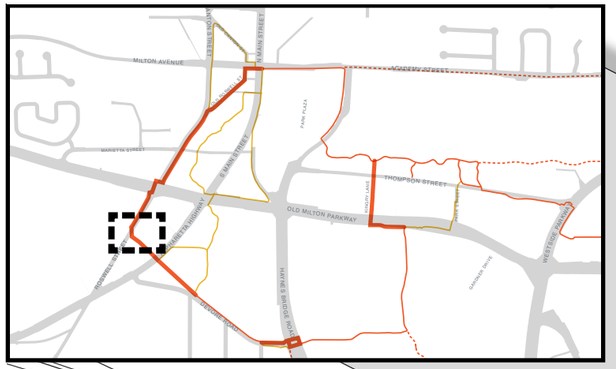
KEY CONSIDERATIONS

- Evaluate GDOT design (currently under construction) to determine safest route for crossing Roswell Street
- Propose expansion of trail to standard 12’ width where possible (may require adjustments to mapped street)
- Introduce Downtown Link design standards and materiality.



GDOT DESIGN PLAN

ROSWELL STREET AND DEVORE ROAD
ROUNDABOUT MODIFICATIONS



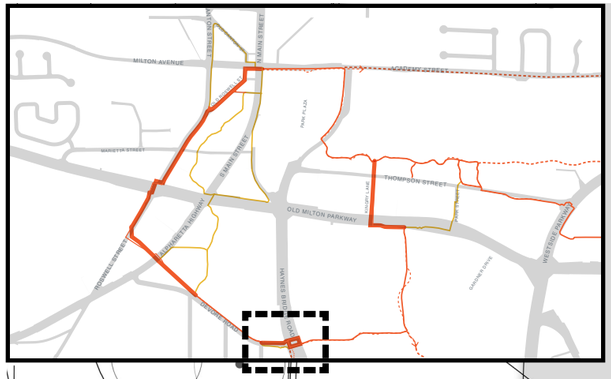
HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT



KEY CONSIDERATIONS

- Create a single, continuous and well-defined trail
- Utilize existing sidewalk along Devore Road as Alpha Loop Trail and explore how to instill the Alpha Loop experience.
- Explore modifications to the planned trail crossing at Jon Scott Drive and Devore Road, including locating the Alpha Loop within the gas station deceleration lane.
- Define trail crossing locations and types at intersection of Devore Road and Haynes Bridge Road, including the use of enhanced crosswalks to alert drivers of pedestrian and bicycle activity.

HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT



UTILIZE EXISTING DETENTION FOR ENHANCED BIORETENTION

EXTEND MEDIAN TO CREATE PEDESTRIAN REFUGE AREA

EXPAND PEDESTRIAN PLAZA

ENHANCED CROSSING, PERPENDICULAR WITH ROAD

ENHANCE PEDESTRIAN PLAZA WITH PAVING STANDARDS

CONNECT TO EXISTING ALPHA LOOP TRAIL

EXTEND MEDIAN TO CREATE PEDESTRIAN REFUGE AREA

PLAZA AREA

FUTURE ALPHA LOOP ALONG HAYNES BRIDGE BY DEVELOPER OF ADJACENT DEVELOPER

DEVELOPER TO PROVIDE CONNECTION FOR ALPHA LOOP TO BUS STOP

TYPICAL TRAIL CONDITION TO CONNECT WITH EXISTING ALPHA LOOP TRAIL TO WEST ALONG NORTH SIDE OF DEVORE ROAD

ELIMINATE DEVELOPER-PROPOSED CROSSING AT JON SCOTT DRIVE DUE TO SAFETY CONCERNS

REMOVE DECELERATION LANE BY INSTALLING NEW CURB. IMPLEMENT 12FT WIDE TRAIL WITH 6FT WIDE PLANTED BUFFER WITH STREET TREES.

DEVORE RD.

HAYNES BRIDGE RD.

N 0 5 10 20 40 FT

HAYNES BRIDGE ROAD AND DEVORE ROAD
INTERSECTION ENHANCEMENT



KINGRY LANE BETWEEN OLD MILTON AND THOMPSON
OPTIONS FOR TRAIL ALIGNMENT



KEY CONSIDERATIONS

Initial study:

- Evaluate potential crossings of Old Milton Parkway at Park Street and at Kingry Lane and assess connections to existing Alpha Loop north of Thompson along each street. Kingry Lane was identified as the preferred crossing location.
- Perform traffic studies to make data-driven decisions regarding pedestrian safety enhancements.
- Provide trail alignment alternatives along Kingry given the right-of-way constraints on the west and the post office on the east.
- Explore a reconfiguration of the property adjacent to the Post Office to facilitate an enhanced pedestrian realm.
- Determine the best connection from Kingry Lane to Alpha Loop Phase 1 north of Thompson Street.

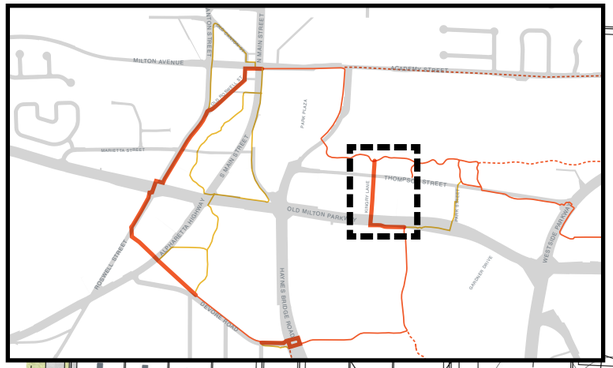
**Complete Traffic Study has been attached as an appendix to this report.*

KINGRY LANE BETWEEN OLD MILTON AND THOMPSON
OPTIONS FOR TRAIL ALIGNMENT



KINGRY LANE AND OLD MILTON PARKWAY

OPTION A - WEST ALIGNMENT



RETAIN THE WEST SIDE OF THE EXISTING SIDEWALK AND BUILD NEW CURB TO ACCOMMODATE 12FT WIDE TRAIL WITH 3FT WIDE PLANTED BUFFER

ELIMINATE DEDICATED LEFT TURN LANE AS WARRANTED BY TRAFFIC STUDY

ADJUST THE SHAPE OF THE CONCRETE MEDIAN TO BETTER ALIGN WITH THE ROAD EDGE

RETAIN EXISTING CURB AND EXPAND TRAIL TO 12FT WITH NO PLANTED BUFFER. POTENTIAL R.O.W. ACQUISITION REQUIRED

KINGRY LN.

ENHANCED CROSSING

OLD MILTON PKWY.

THOMPSON ST.

N

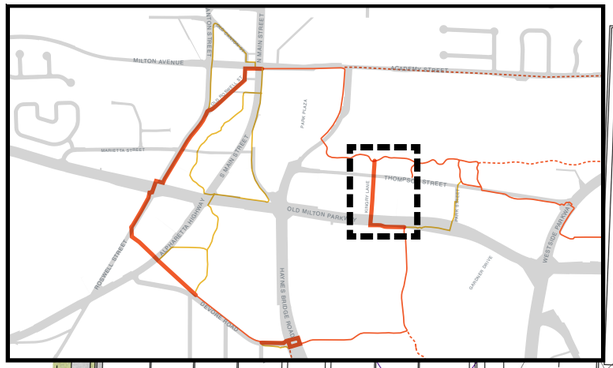
0 5 10 20 40 FT

KINGRY LANE AND OLD MILTON PARKWAY
OPTION A - WEST ALIGNMENT



KINGRY LANE AND OLD MILTON PARKWAY

OPTION B1 - EAST ALIGNMENT W/O PARKING



KINGRY LN.

OLD MILTON PKWY.

THOMPSON ST.

PROPOSED POST BOX LOCATION

CROSSINGS AT POST OFFICE DRIVEWAY RAISED TO MEET THE ALPHA LOOP GRADE FLUSH, TYP.

EX. CURB TO REMAIN

ENHANCED CROSSING WITH PEDESTRIAN REFUGE AT MEDIAN

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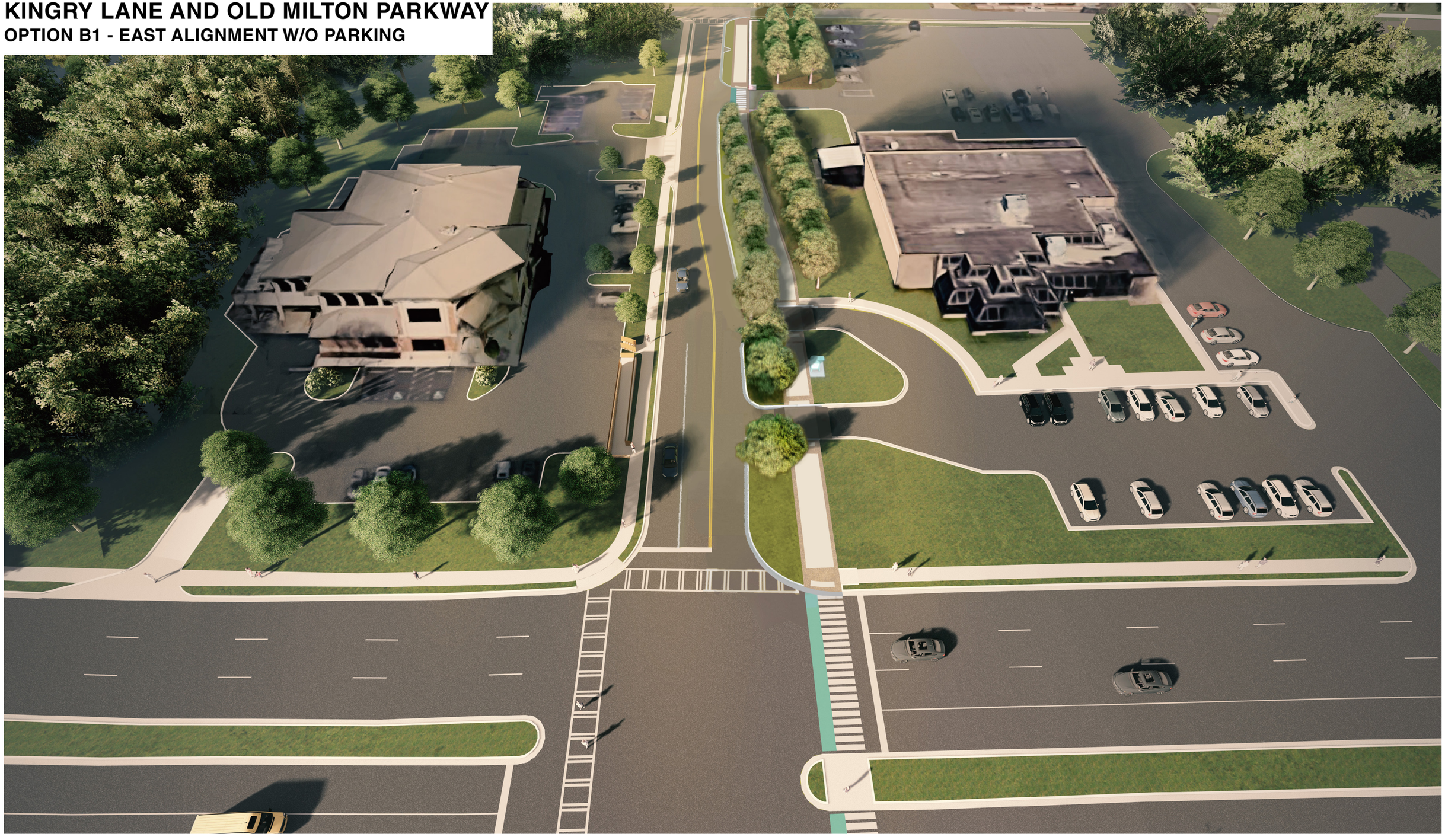
NEW CURB TO REPLACE EXISTING POST OFFICE BOX MEDIAN

REMOVE SELECT LIMITED TREES AS NEEDED TO ACCOMMODATE 12FT WIDE FOR THE ALPHA LOOP TRAIL

LOW RETAINING WALL AS NEEDED TO ACCOMMODATE 12FT WIDE TRAIL

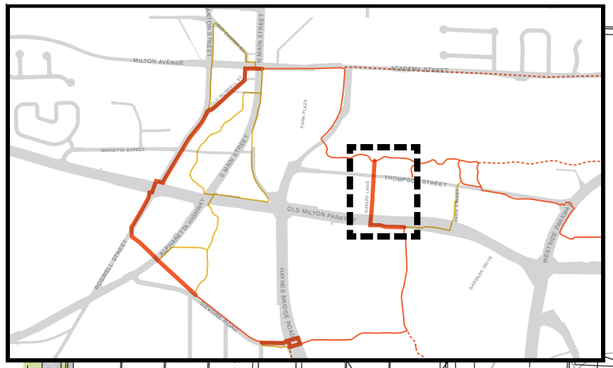
N 0 5 10 20 40 FT

KINGRY LANE AND OLD MILTON PARKWAY
OPTION B1 - EAST ALIGNMENT W/O PARKING



KINGRY AND OLD MILTON

OPTION B2 - EAST ALIGNMENT W/ PARKING



ELIMINATE DEDICATED LEFT TURN LANE AS WARRANTED BY TRAFFIC STUDY

KINGRY LN.

ENHANCED CROSSING WITH PEDESTRIAN REFUGE AT MEDIAN

OLD MILTON PKWY.

PROPOSED POST BOX LOCATION

CROSSINGS AT POST OFFICE DRIVEWAY RAISED TO MEET THE ALPHA LOOP GRADE FLUSH

BUILD NEW CURB TO ACCOMMODATE TYPICAL 12FT WIDE TRAIL CONDITION AND 10FT WIDE PLANTED BUFFER WITH STREET TREES

ANGLED PARKING CAN EITHER BE PULL-IN OR BACK-IN

RECONFIGURE EXISTING PARKING SPACES TO CREATE EXPANDED PEDESTRIAN PLAZA WITH TREES CUTOUTS IN PAVEMENT

REMOVE SELECT LIMITED TREES AS NEEDED TO ACCOMMODATE 12FT WIDE FOR THE ALPHA LOOP TRAIL

LOW RETAINING WALL AS NEEDED TO ACCOMMODATE 12FT WIDE TRAIL

N 0 5 10 20 40 FT

KINGRY AND OLD MILTON
OPTION B2 - EAST ALIGNMENT W/ PARKING

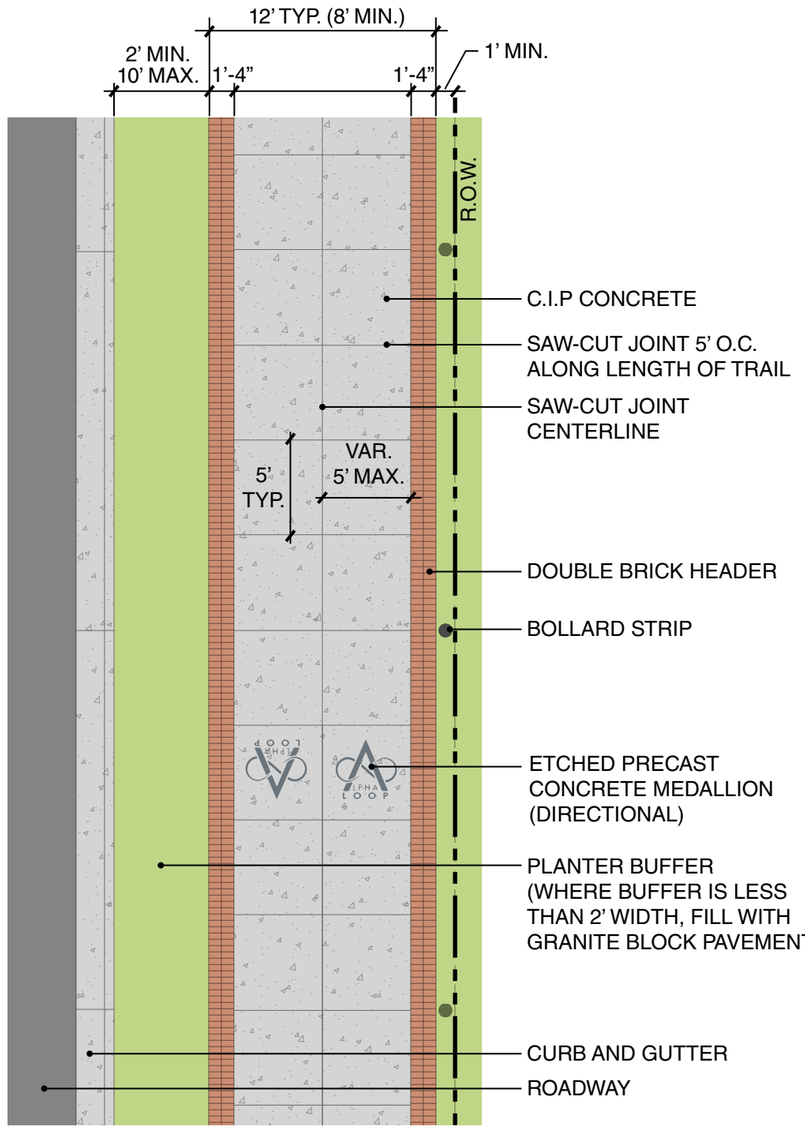


KINGRY AND OLD MILTON
OPTION B2 - EAST ALIGNMENT W/ PARKING



DESIGN STANDARDS
ESTABLISHING A COHESIVE TRANSPORTATION NETWORK

DESIGN STANDARDS
TYPICAL CONDITION



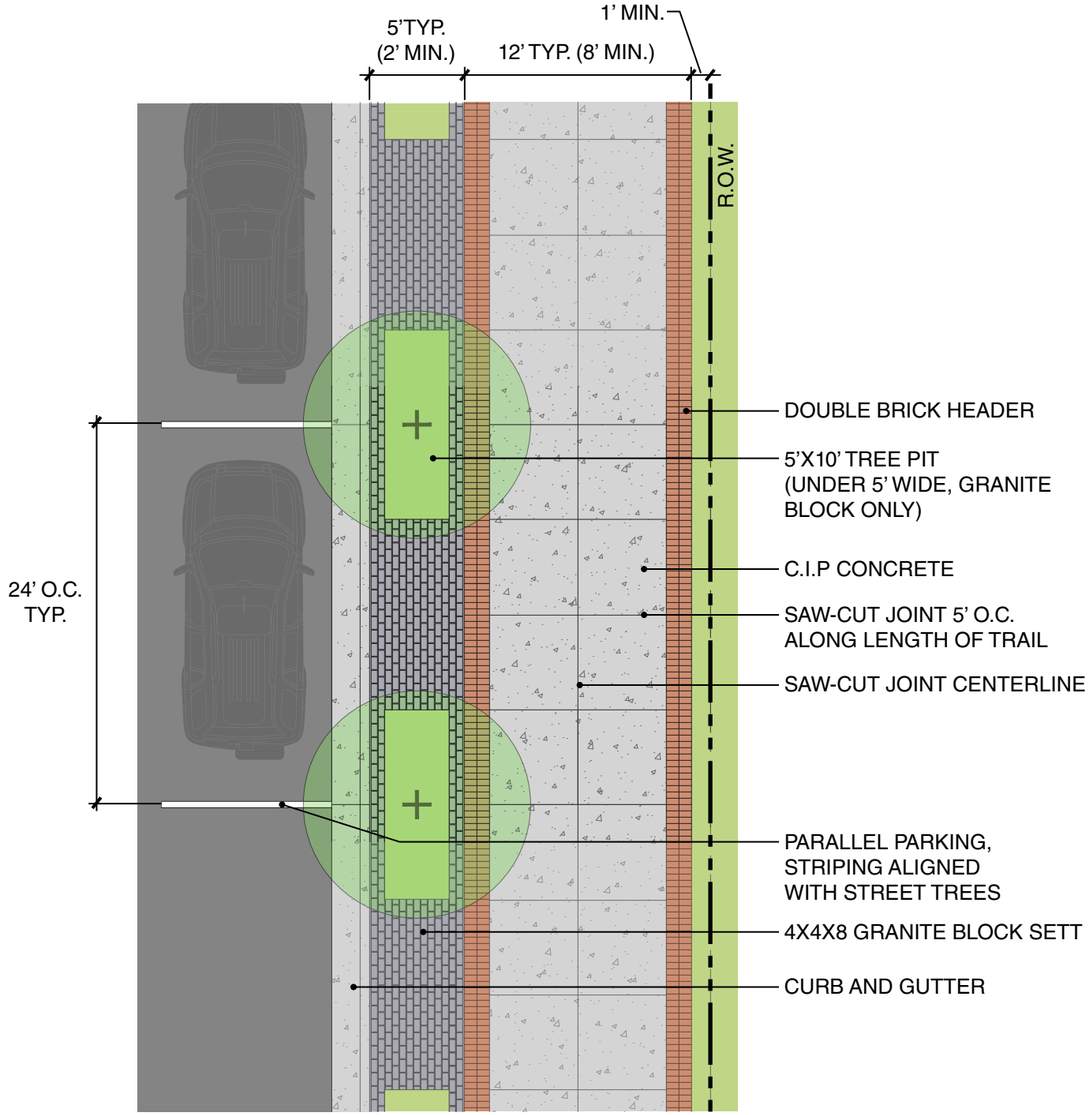


LOCATION WHERE THIS STANDARD CAN BE APPLIED



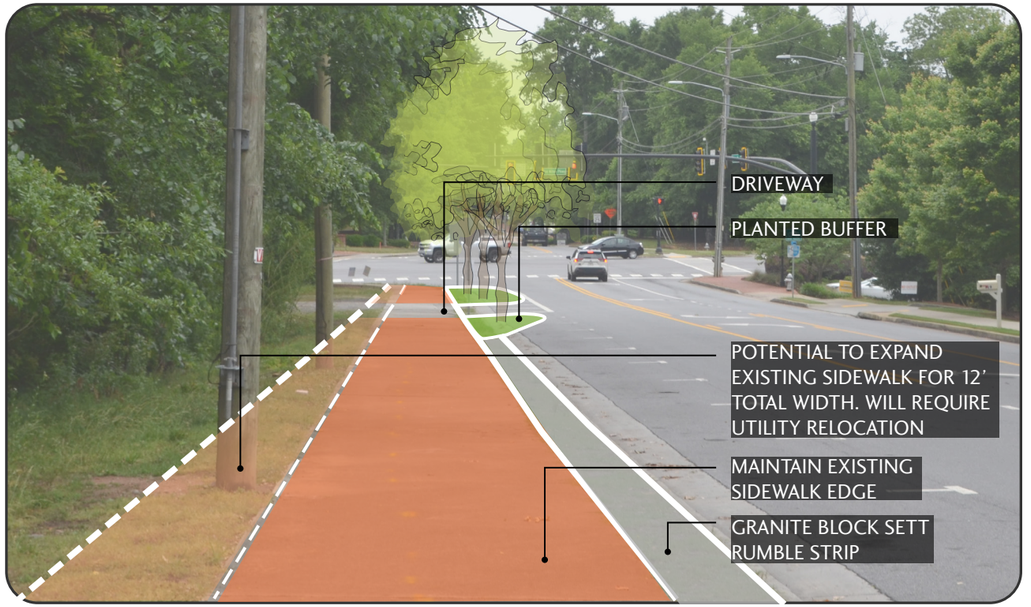
EXAMPLE OF STANDARD
SHOWN AT ROSWELL STREET ALONG WILLS PARK

DESIGN STANDARDS
AT ON STREET PARKING / LANES



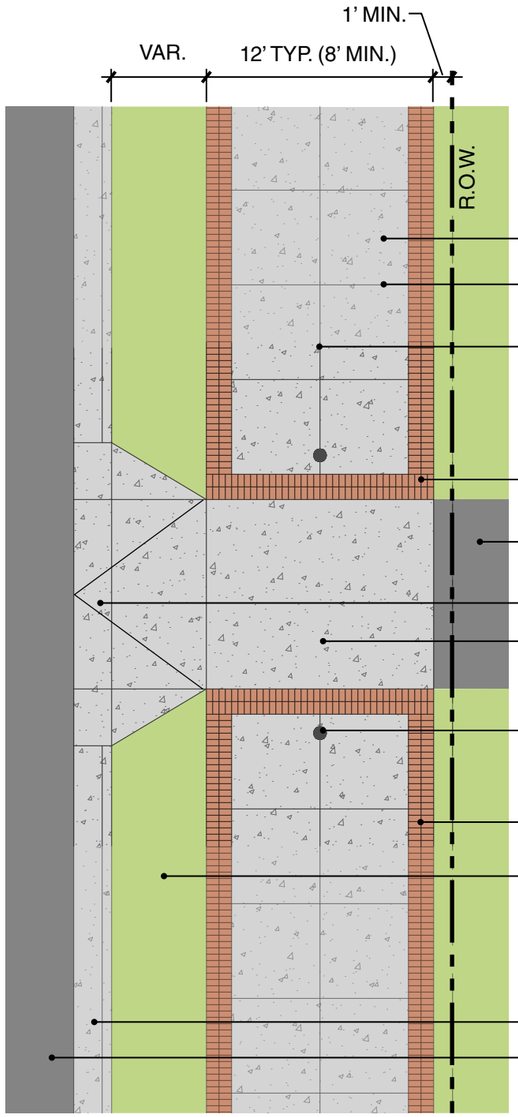


LOCATION WHERE THIS STANDARD CAN BE APPLIED



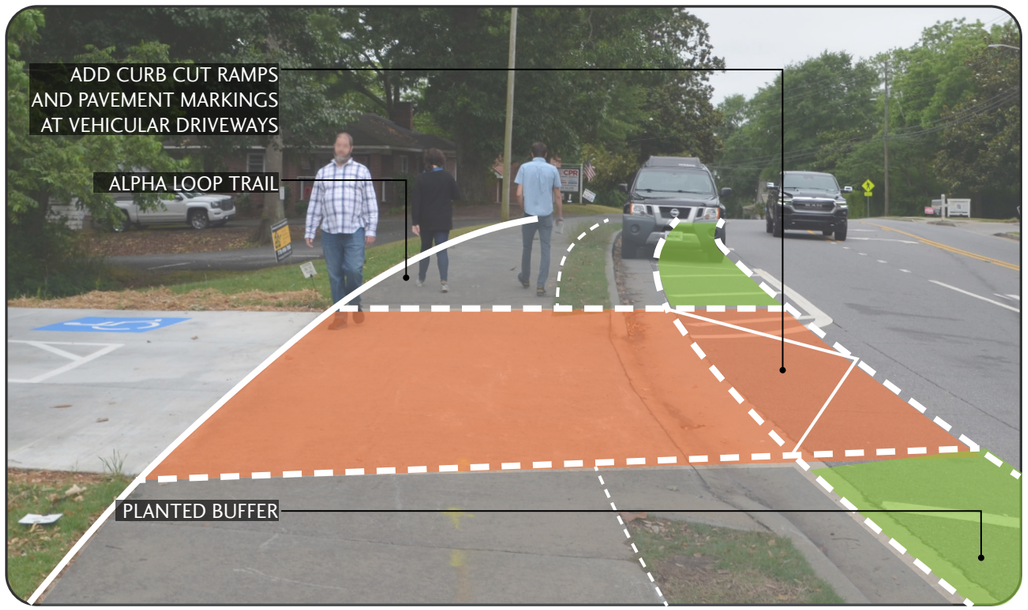
EXAMPLE OF STANDARD
SHOWN AT ROSWELL STREET BETWEEN MARIETTA STREET AND OLD MILTON AVENUE

DESIGN STANDARDS
AT PRIVATE DRIVEWAYS



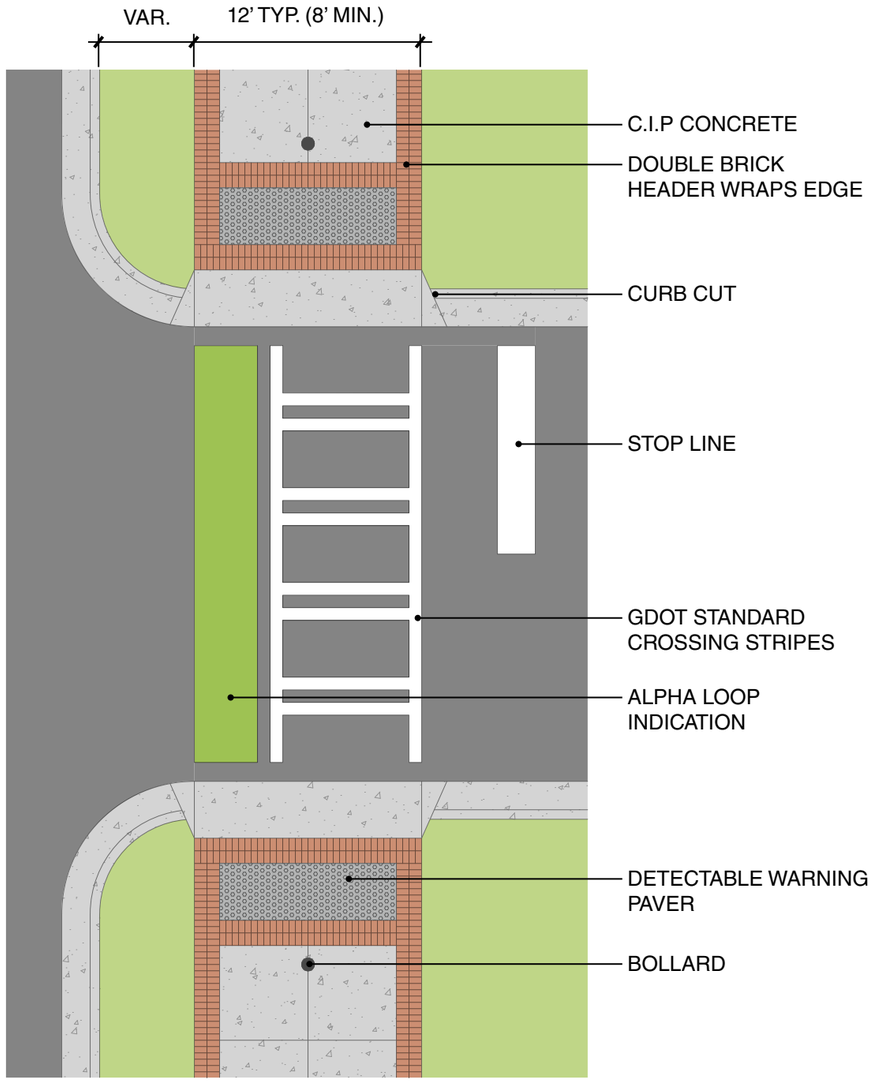


LOCATION WHERE THIS STANDARD CAN BE APPLIED



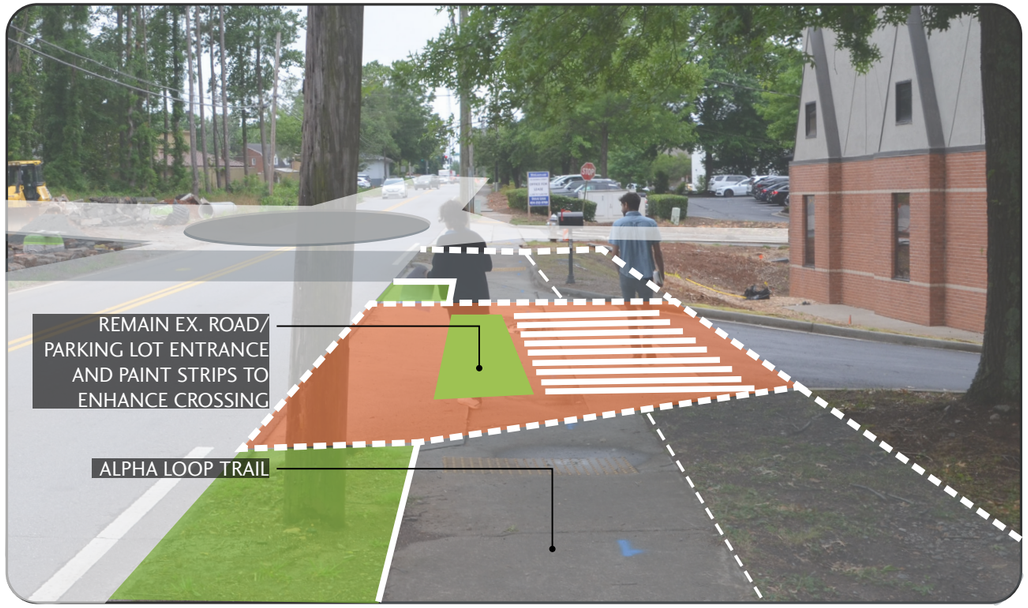
EXAMPLE OF STANDARD
SHOWN AT ROSWELL STREET BETWEEN OLD ROSWELL STREET AND MARIETTA STREET

DESIGN STANDARDS
AT “T” INTERSECTIONS / PARKING LOT ENTRANCES



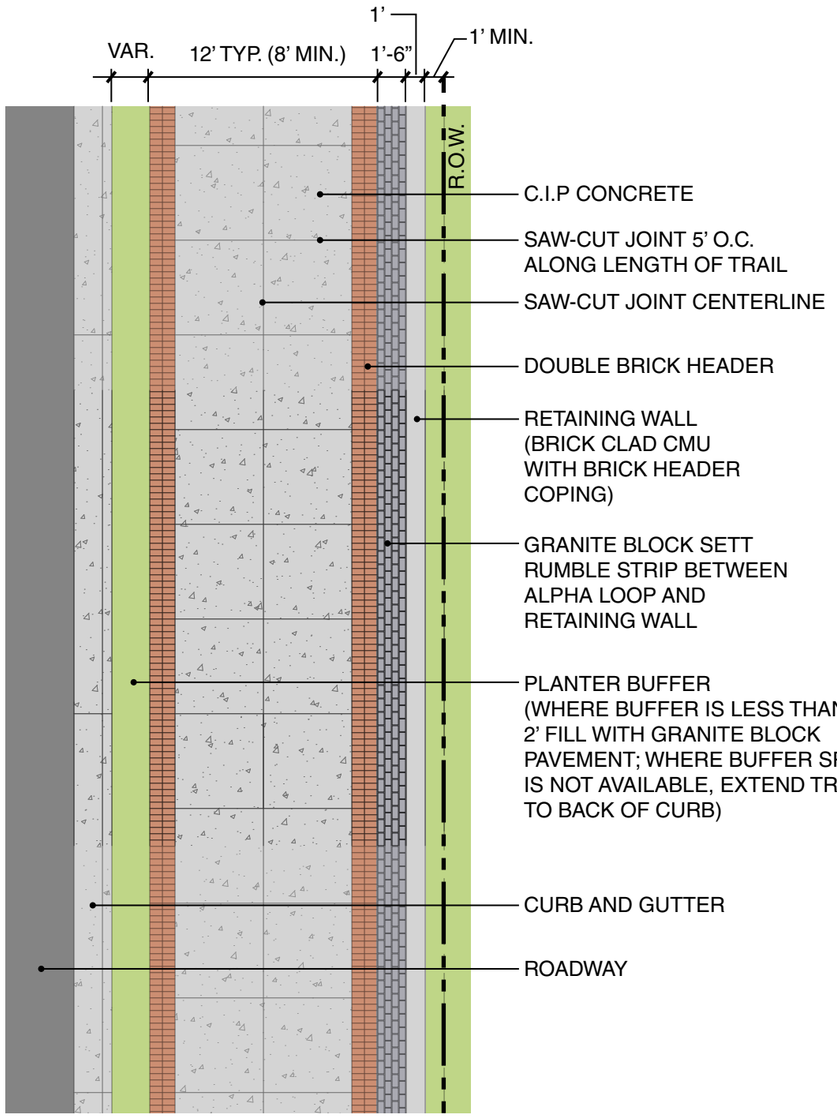


LOCATION WHERE THIS STANDARD CAN BE APPLIED



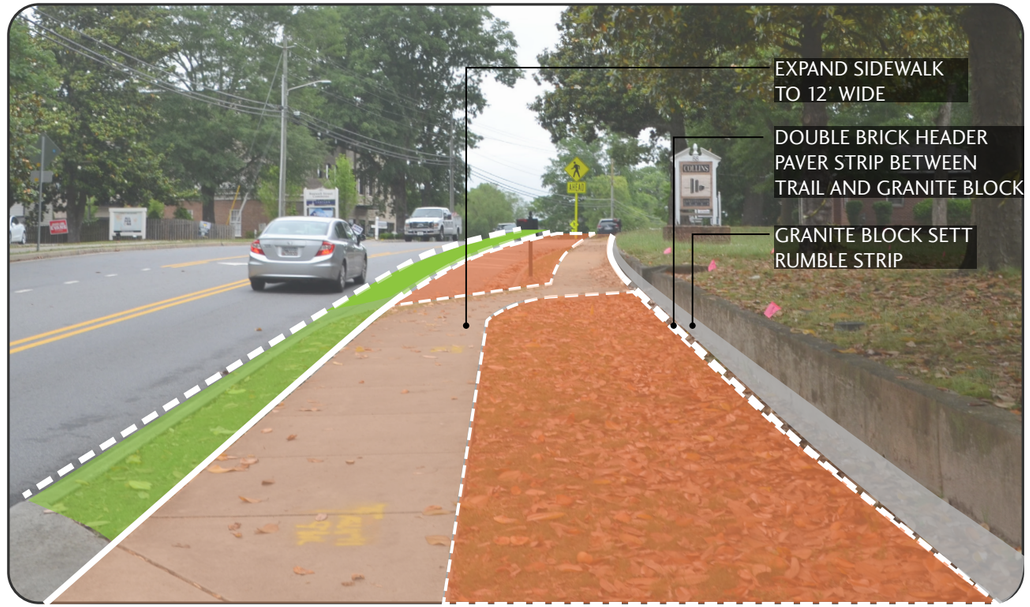
EXAMPLE OF STANDARD
SHOWN AT ROSWELL STREET NEAR PROPOSED ROUNDABOUT AT DEVORE ROAD EXTENSION

DESIGN STANDARD VIGNETTES
AT RETAINING WALL



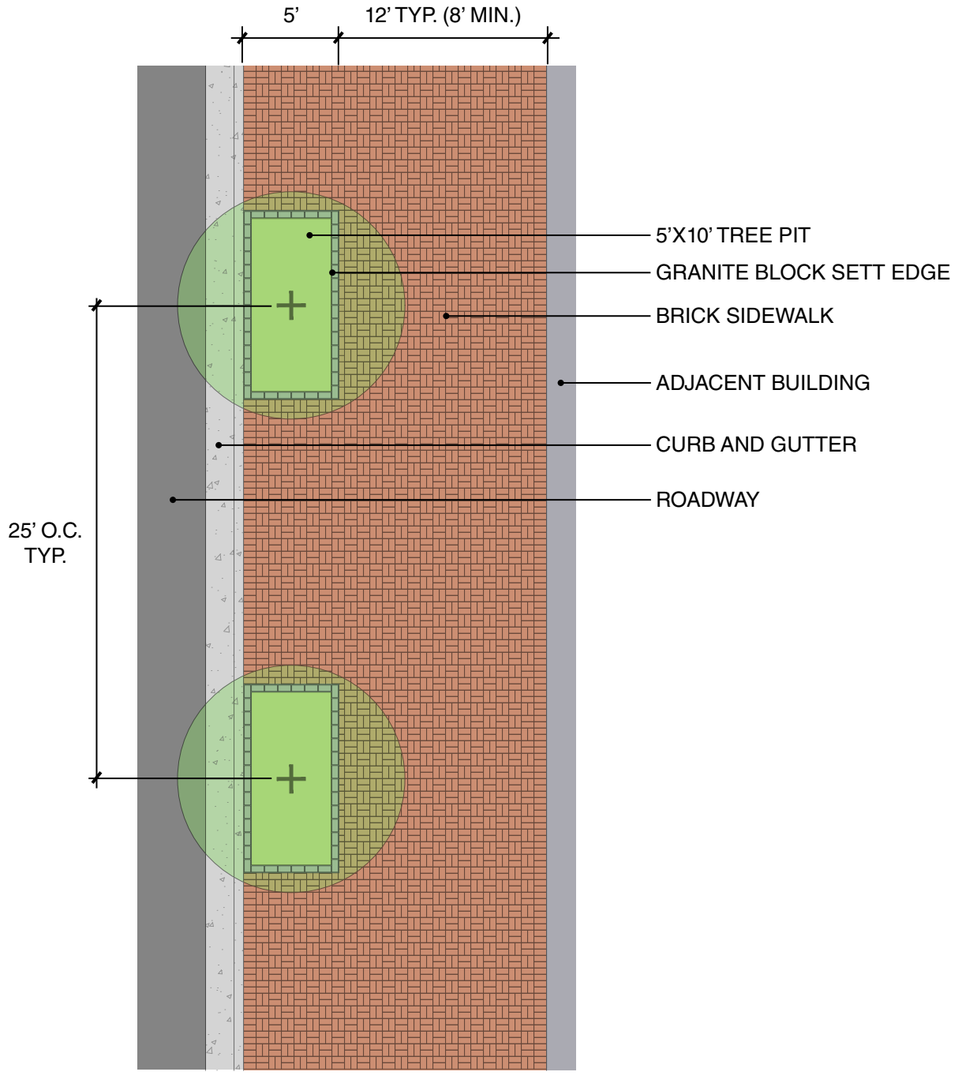


LOCATION WHERE THIS STANDARD CAN BE APPLIED



EXAMPLE OF STANDARD
SHOWN AT ROSWELL STREET NORTH OF MARIETTA STREET

DESIGN STANDARD VIGNETTES
DOWNTOWN BRICK SIDEWALK RETROFIT





LOCATION WHERE THIS STANDARD CAN BE APPLIED



EXAMPLE OF STANDARD
SHOWN AT MILTON AVENUE BETWEEN OLD ROSWELL STREET AND MAIN STREET

DESIGN STANDARDS
PAVING MATERIALS



CAST-IN-PLACE CONCRETE WITH SAW-CUT JOINTS
- Typical Alpha Loop Trail



PRECAST CONCRETE “BRICK” PAVERS
- Old Roswell Shared Street Pedestrian Area
- All Plaza Areas
- Milton Avenue Brick Sidewalk Retrofit



PRECAST CONCRETE “BRICK” DOUBLE HEADER
- Typ. Alpha Loop Trail Edge (Both Sides)
- Wraps End of Alpha Loop Trail at Intersections/ Driveways



CONCRETE COBBLES
- Old Roswell Shared Street Vehicular Area



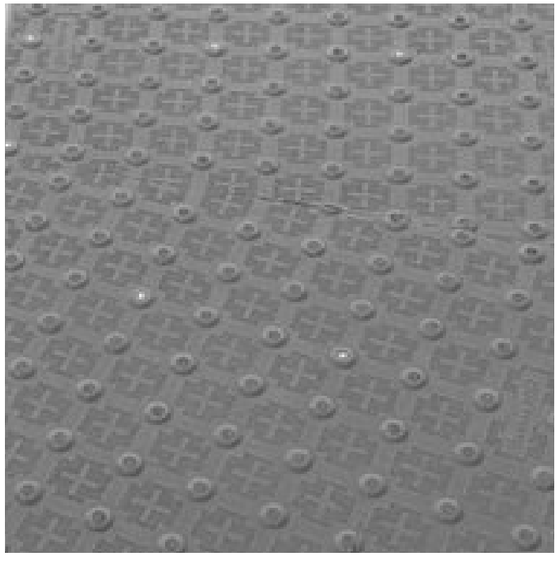
GRANITE BLOCK SETTS
- Old Roswell Shared Street Runnel
- Street Tree Pits
- Buffer Strips (< 2FT Width)



SURFACE-APPLIED COATING AT CROSSINGS
- All Vehicular Crossings (Unless Otherwise Indicated)
- See Distinctive Crosswalk Recommendations



ETCHED CONCRETE
- Alpha Loop Logo / Marker on Trail



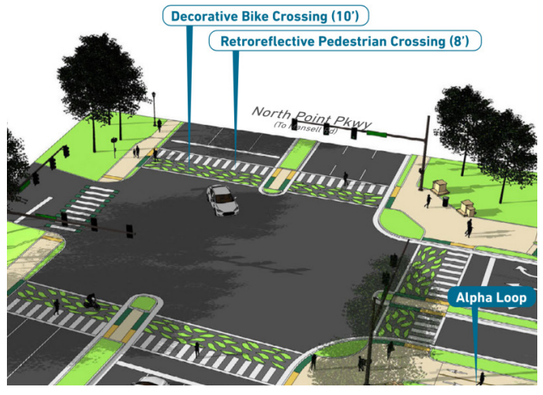
DETECTABLE WARNING PAVERS
- At All Crosswalks and at Intersecting Driveways along Alpha Loop Trail

DESIGN STANDARDS
DISTINCTIVE CROSSWALKS

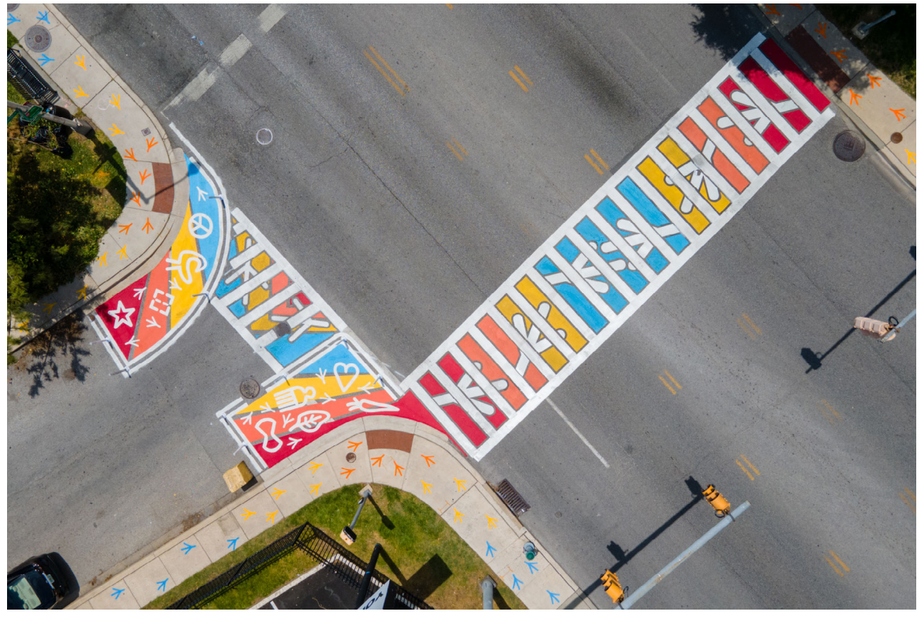
Downtown Alpharetta is a dynamic urban center that will continue to see increased pedestrian and bicycle traffic as the Alpha Loop is implemented and Downtown's revitalization continues. The City has an opportunity to improve safety for pedestrians and bicyclists where the Alpha Loop trail crosses busy vehicular roadways such as Old Milton Parkway and Haynes Bride Road by instituting a Distinctive Crosswalk program. Doing so will both increase the legibility of the Alpha Loop as a multi-use trail and enhance Downtown Alpharetta's place-making, improving the experience for all users.

Two potential options for Distinctive Crosswalk designs are proposed here:

1. MMA (or similar) surface-applied sealcoat with Alpha Loop logo stenciling.
2. Partnership with Arts Alpharetta to commission local artists to design distinctive crosswalks.

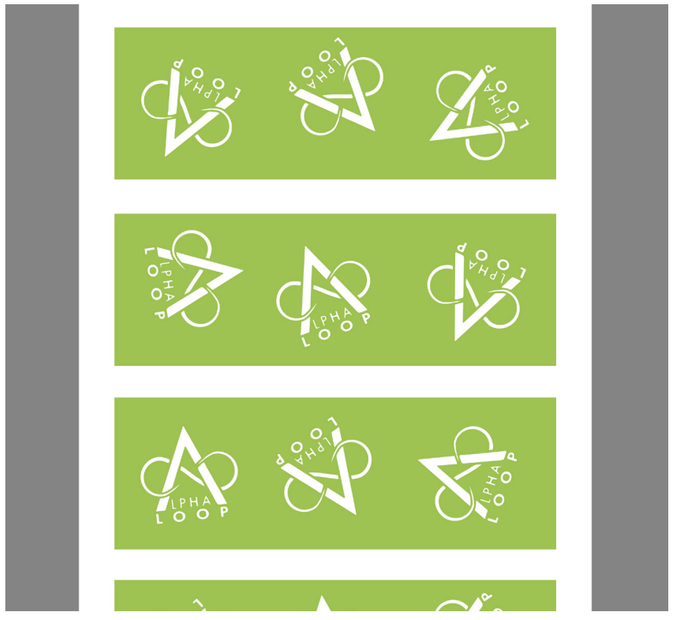


PREVIOUS STUDY REFERENCE: NORTHPOINT PLACEMAKING STUDY





OPTION 1a: STENCILED BIKE LANE STRIPE



OPTION 1b: STENCILED NEGATIVE SPACE



OPTION 2: POTENTIAL ARTS ALPHARETTA PARTNERSHIP

APPENDIX

TRAFFIC STUDY

June 27, 2022

AlphaLoop
Traffic Study
5633.01

Prepared for:
Starr Whitehouse
Landscape Architects
and Planners
437 Memorial Drive SE,
Ste. A-2
Atlanta, GA 30312

Prepared by:
Michael Crawford, PE
PE# 019633



AlphaLoop
Traffic Study

PREPARED BY:
Columbia Engineering and Services, Inc.
2862 Buford Highway, Suite 200
Duluth, GA 30096
770-925-0357

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Introduction

The AlphaLoop project is located in the City of Alpharetta in North Fulton County and aims to provide a comfortable, safe and consistent path for pedestrians and bicyclists to travel between parks. In order to achieve the goals for the path, four intersections have been evaluated to safely and efficiently cross pedestrians and bicyclists. The four intersections evaluated were Old Milton Parkway and Roswell Street, Old Milton Parkway and Kingry Lane, Old Milton Parkway and Park Street, and South Main Street and Devore Road. Traffic analyses were completed with the previous three years of crash data and the current traffic counts.

The vicinity for the studied locations is shown on Figure 1.

Old Milton Parkway is a four to six lane roadway divided by raised medians with left and right turn lanes. Roswell Street, at the intersection of Old Milton Parkway, is a two-lane road with left turn lanes. The speed limits posted are 35 mph on Old Milton Parkway and 25 mph on Roswell Street. The intersection is signalized.

S. Main Street at the intersection of Devore Road is a four-lane roadway, Devore Road being a two-lane. The posted speed on S. Main Street is 45 mph and 35 mph on Devore Road. The intersection is not signalized.

Kingry Lane and Park Street are both three-lane roadways with a left and a right turn lane onto Old Milton Parkway. No speed limits are posted on Kingry Lane or Park Street. The posted speed limit for Old Milton Parkway is 35 mph. Kingry Lane is a signalized intersection, however, Park Street is not.

Figure 1: Vicinity Map



Existing Conditions Analysis

Traffic counts were conducted on Thursday May 12th, 2022 and Wednesday May 25th, 2022. AM, noon and PM peak period counts were conducted at the intersection of Kingry Lane and Old Milton Parkway and Roswell Street and Old Milton Parkway. AM and PM peak counts were conducted at Old Milton Parkway and Park Street and at S. Main Street and Devore Road. Pedestrians and bicyclists were also recorded in the time frames. The quantity of pedestrians crossing in a time frame did not exceed 12 except for the PM peak periods at Roswell Street and Old Milton Parkway and at Kingry Lane and Old Milton Parkway.

Figure 2: PM Peak- Roswell St and Old Milton Parkway

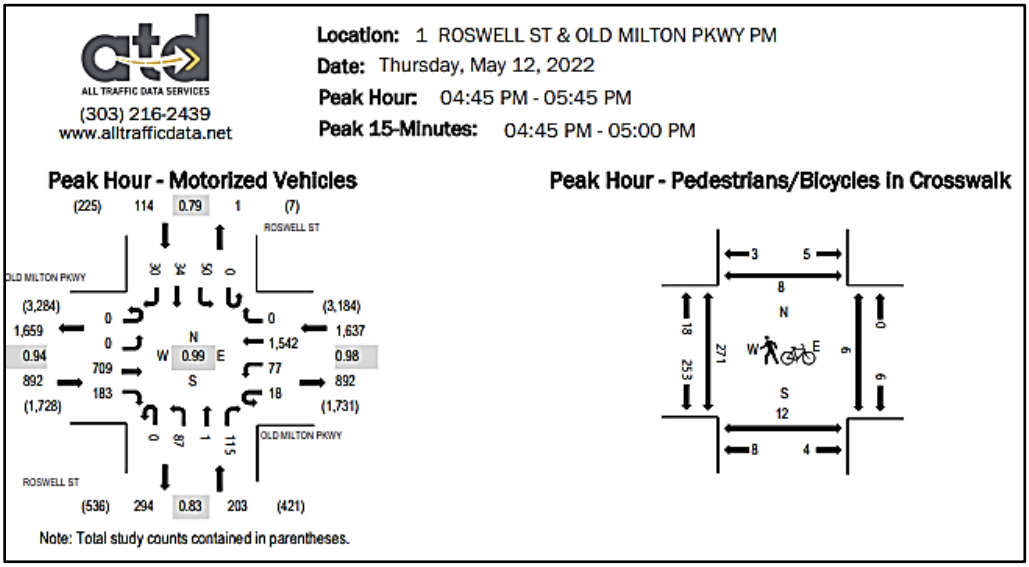
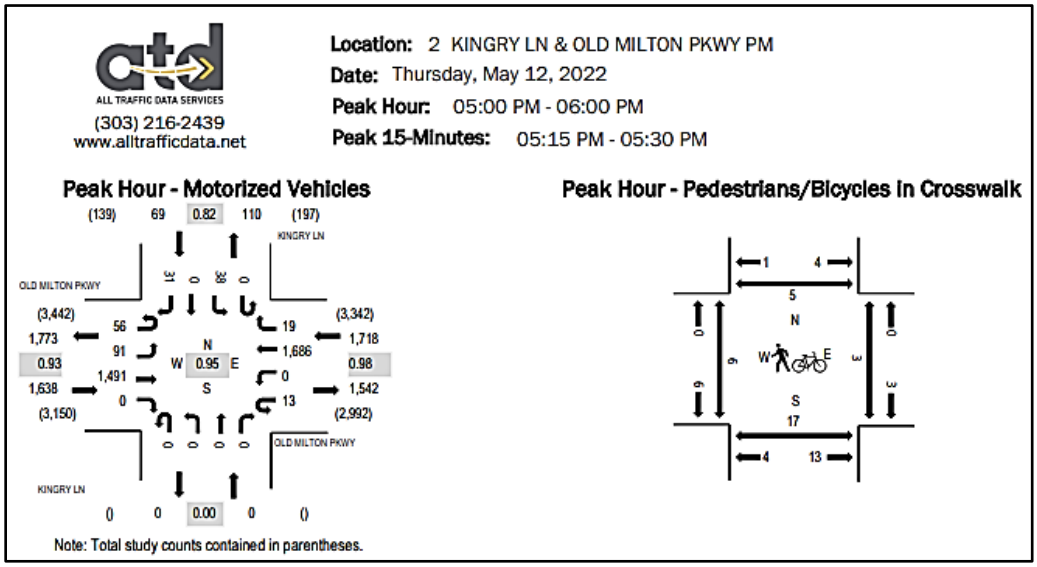


Figure 3: PM Peak- Kingry Lane and Old Milton Parkway



Complete traffic count data are provided in the Appendix.

Crash Diagram Analysis

To conduct the crash analysis for the intersections, the Georgia Electronic Accident Reporting System (GEARS) maintained by the Georgia Department of Transportation (GDOT) was utilized. Law enforcement agencies around the state report crash data to GEARS so that statewide and local crash analysis may be performed. The data analysis results in the generation of crash diagrams.

The crash diagrams portray crash data reported between December 2019 and May 2022. Each crash was categorized based on type of crash, time of day, type of weather and severity of the wreck. Figure 4 provides the complete crash diagrams.

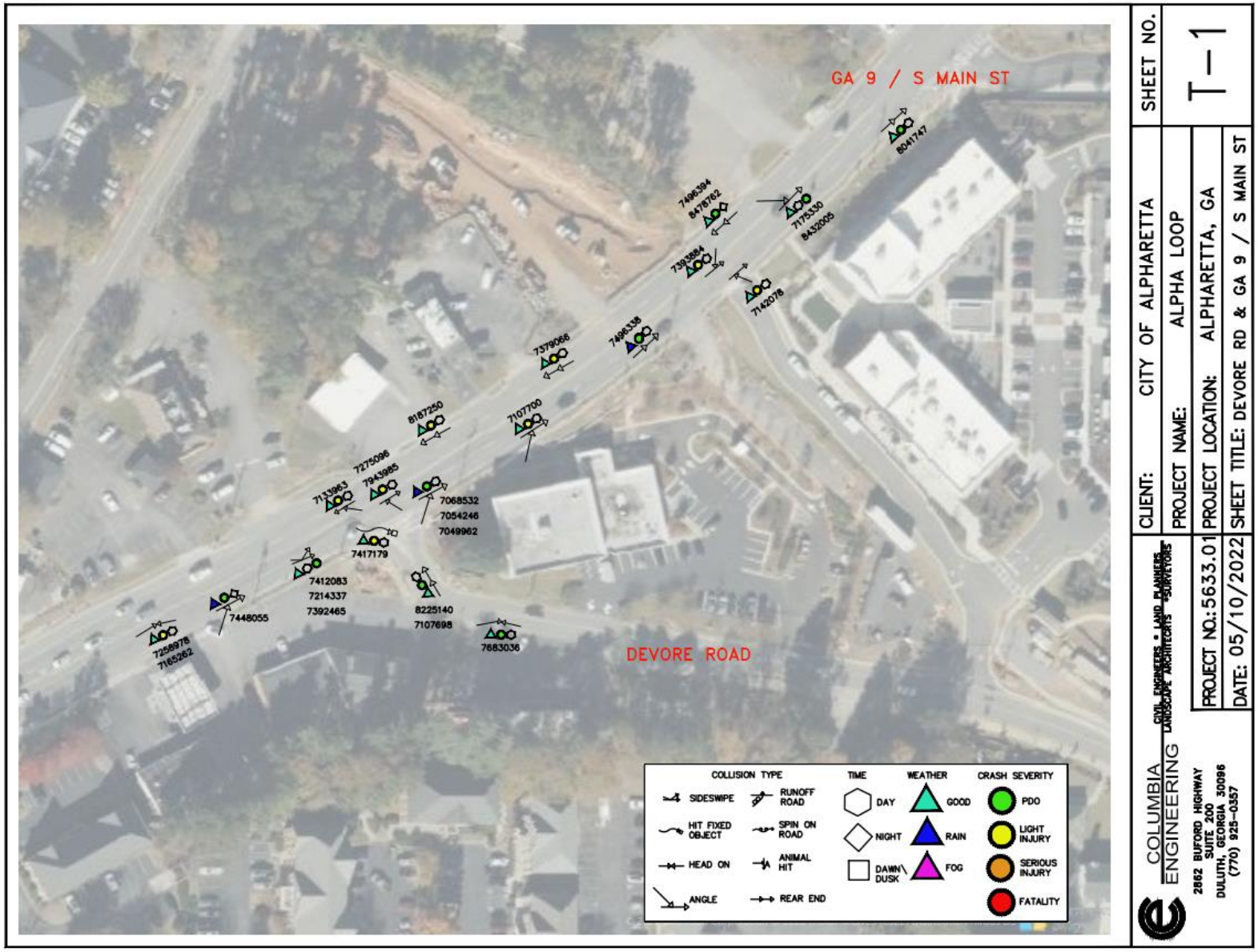
The first intersection analyzed was S. Main Street and Devore Road. The car crashes at this intersection consisted of angled wrecks, side-swipes and rear-end crashes. The majority of wrecks were angled crashes as people turned out onto S. Main Street. Some of the wrecks recorded were caused by illegal left turns onto S. Main Street. In this analysis, an alternative crossing path for pedestrians was also analyzed. The alternative crossing would be at S. Main Street and the proposed Devore Relocation Road. This intersection was found to have less wrecks onto S. Main Street than the current Devore Road.

The second intersection analyzed was Roswell Street and Old Milton Parkway. The car crashes at this intersection consisted of angled wrecks, side-swipes and rear-end crashes. The majority of wrecks were angled crashes as vehicles attempted to turn in-between too small of gaps in the flow of through traffic.

Lastly, the intersection of Kingry Lane and Old Milton Parkway was analyzed. The car crashes at this intersection consisted of angled wrecks, side-swipes and rear-end crashes. The clear majority of wrecks were angled crashes as vehicles turned left from Old Milton Parkway onto Kingry Lane. The intersection of Park Street and Old Milton Parkway was included in this scope and was found to have a variety of angled wrecks, side-swipes and rear-end crashes. There were less wrecks at Park Street than recorded at Kingry Lane.

No pedestrians or bicyclists were involved in the reported crashes.

Figure 4: Existing Crash Data



OLD MILTON PKWY
ROSWELL ST
8519473
8063051
8119395
7175301
7912459
7392577
7198814
7117280
7273143
8515557
8344688
8151418
8251504
8072724
8341957
8233191
8047589
COLLISION TYPE
SIDESWIPE
RUNOFF ROAD
HIT FIXED OBJECT
SPIN ON ROAD
HEAD ON
ANIMAL HIT
ANGLE
REAR END
TIME
DAY
NIGHT
DAWN/ DUSK
WEATHER
GOOD
RAIN
FOG
CRASH SEVERITY
PDO
LIGHT INJURY
SERIOUS INJURY
FATALITY
COLUMBIA ENGINEERING
CIVIL ENGINEERS • LAND PLANNERS LANDSCAPE ARCHITECTS • SURVEYORS
2862 BUFORD HIGHWAY SUITE 200 DULUTH, GEORGIA 30096 (770) 925-0357
CLIENT: CITY OF ALPHARETTA
PROJECT NAME: ALPHA LOOP
PROJECT LOCATION: ALPHARETTA, GA
PROJECT NO.:5633.01
DATE: 05/10/2022
SHEET TITLE: OLD MILTON PKWY & ROSWELL ST
SHEET NO.
T-2

KINGRY LANE
PARK ST
GA 120
7344406
7254372
7059257
8113546
7155757
7246560
7300431
7228714
7213037
7194318
8113549
7637057
7379167
8322419
8133637
8312685
7570089
8134924
COLLISION TYPE
SIDESWIPE
RUNOFF ROAD
HIT FIXED OBJECT
SPIN ON ROAD
HEAD ON
ANIMAL HIT
ANGLE
REAR END
TIME
DAY
NIGHT
DAWN\ DUSK
WEATHER
GOOD
RAIN
FOG
CRASH SEVERITY
PDO
LIGHT INJURY
SERIOUS INJURY
FATALITY
COLUMBIA ENGINEERING
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LANDSCAPE ARCHITECTS • SURVEYORS
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GEORGIA 30096
(770) 925-0357
CLIENT: CITY OF ALPHARETTA
PROJECT NAME: ALPHA LOOP
PROJECT LOCATION: ALPHARETTA, GA
SHEET TITLE: KINGRY LANE & GA 120
PROJECT NO.: 5633.01
DATE: 05/10/2022
SHEET NO.
T-3

Capacity Analysis

To determine the operation efficiency of the adjacent roads and intersections, under existing and total traffic conditions, SYNCHRO analysis was performed utilizing methods documented in the *Highway Capacity Manual (HCM), 6th Edition*, published by the Transportation Research Board.

Level of Service is a function of driver expectation and is calculated based upon delay experienced by vehicles at intersections. For roadway segments, Level of Service (LOS) is a function of the average travel speed.

Level of Service is graded from A through F, with LOS A being the best and LOS F being the worst. The higher the letter grade, generally the higher levels of delay and congestion may be expected.

For unsignalized intersections, the average delay per vehicle is calculated for all vehicles traversing the intersection. Level of Service thresholds developed in the *Highway Capacity Manual* are then used to grade the intersection operations. Table 1 and 2 report the thresholds utilized for unsignalized and signalized intersections, respectively.

The study network intersections were analyzed with existing geometry for both the existing and total traffic scenarios. See Table 3 and 4 for Level of Service summaries.

Table 1: Level of Service Criteria – Unsignalized Intersections

Level of Service	Average Control Delay (sec/veh)
A	0 - 10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

Table 2: Level of Service Criteria – Signalized Intersections

Level of Service	Average Control Delay (seconds/vehicle)	General Description
A	≤10	Free Flow
B	>10 – 20	Stable Flow (slight delays)
C	>20 – 35	Stable flow (acceptable delays)
D	>35 – 55	Approaching unstable flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	>55 – 80	Unstable flow (intolerable delay)
F[1]	>80	Forced flow (congested and queues fail to clear)

Table 3: Level of Service Analysis Summary- Unsignalized Intersections

Existing Traffic: Unsignalized Intersections					
		AM Peak Period		PM Peak Period	
Intersection	Movement	Delay (s)	LOS	Delay (s)	LOS
S. Main St. and Devore Road.	WBR	10.9	B	19.1	C
	SBL	9	A	11.9	B
Old Milton Pkwy and Park St.	EBL	21.2	C	31.3	D
	WBU	11.9	B	17.5	C
	SBL	52.2	F	134.5	F
	SBR	16.4	C	21.5	C

Table 4: Level of Service Analysis Summary- Signalized Intersections

Existing Traffic: Signalized Intersections						
	AM Peak Period		Noon Peak Period		PM Peak Period	
Intersection	Delay (s)	LOS	Delay (s)	LOS	Delay (s)	LOS
Old Milton Pkwy and Kingry St	5.1	A	11.9	B	7.7	A
Old Milton Pkwy and Kingry St Removing Turn Lane	5.1	A	11.9	B	7.8	A
Old Milton Pkwy and Roswell	28	C	20.9	C	22.7	C
Old Milton Pkwy and Roswell All-Red Pedestrian Scramble	67.2	E	-	-	123.5	F

Alternatives Analysis

Two alternative pedestrian/cycling routes were considered in this analysis.

The first alternative was to direct pedestrians and cyclists to the proposed Devore Relocation Road in order to cross S. Main Street instead of crossing at Devore Road. By adjusting the crossing, foot-traffic would be crossing at an intersection with less recorded crashes in the last three years.

The second alternative was to direct pedestrians and cyclists to cross Old Milton Parkway at the intersection of Park Street instead of at Kingry Lane. Kingry Lane is a signalized intersection as Park Street is not, however, less crashes were recorded at Park Street.

Two alternative intersection configurations were investigated.

The first intersection configuration alternative was to combine the right and left turn lanes on Kingry Lane to a single lane of traffic turning onto Old Milton Parkway. Removing the lane would provide additional space for the AlphaLoop project to create a wider pathway. Combining the turn lanes have no significant impact upon the Level of Service on Kingry Lane as shown in Table 4.

The second intersection configuration alternative was to alter Old Milton Parkway and Roswell Street to have an all-red phase in order for foot-traffic to cross in any direction safely. The all-red pedestrian phase created a delay that moved the Level of Service into the F category during the PM peak period as shown in Table 4.

Conclusions

The report has analyzed traffic and safety conditions in the project vicinity of three proposed pedestrian crossings at Old Milton Parkway and Roswell Street, Old Milton Parkway and Kingry Lane, and South Main Street and Devore Road in North Fulton County. In the analysis, two alternative routes and two alterative intersection configurations were investigated. The alternative intersection configurations found that removing a lane at Kingry Street did not have significant effect on the Level of Service. The all-red pedestrian phase was found to have a significant negative impact on the Level of Service on Old Milton Road due to the delay.

Based on this analysis, the PM peak traffic had a higher volume of vehicles, pedestrians, and bicyclists than the AM and Noon peaks. Roswell Street and Old Milton Parkway had the highest volume of pedestrians recorded with 271 pedestrians/bicyclists crossing northbound across Old Milton Parkway between 4:45 PM and 5:45 PM.

To conduct the crash analysis for the intersections, GEARS was utilized. The most car wrecks occurring at S. Main Street and Devore Road were angled crashes as people turned out onto S. Main Street. The majority of wrecks recorded at Roswell Street and Old Milton Parkway were angled crashes as vehicles attempted to turn left onto both roadways. Crashes recorded at Kingry Lane and Old Milton Parkway were most-often angled crashes as vehicles turned left from Old Milton Parkway onto Kingry Lane. No pedestrians or bicyclists were involved in the reported crashes.

Through the several analysis methods, it is concluded that the Level of Service at the three proposed AlphaLoop crossings currently maintain a LOS rating of C or above with the existing conditions. It is also important to note that no reported crashes included pedestrians or bicyclists at any of the studied locations.

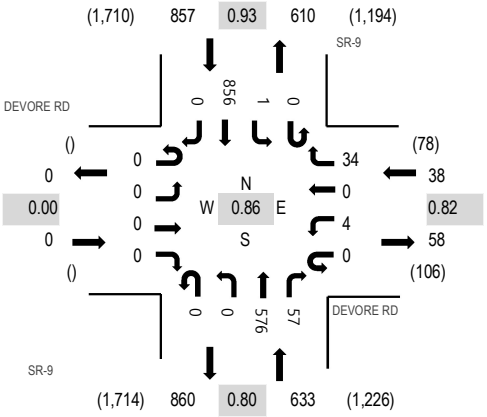
Appendices

Appendix A- Traffic Count Data

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

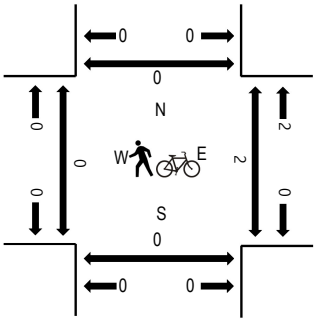
Location: 3 SR-9 & DEVORE RD AM
Date: Wednesday, May 25, 2022
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	DEVORE RD Eastbound				DEVORE RD Westbound				SR-9 Northbound				SR-9 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	0	0	6	0	0	101	5	0	0	195	0	307	1,521	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	8	0	0	128	13	0	1	223	0	373	1,528	0	1	0	0
7:30 AM	0	0	0	0	0	1	0	5	0	0	186	16	0	0	235	0	443	1,526	0	0	0	0
7:45 AM	0	0	0	0	0	2	0	7	0	0	147	19	0	0	223	0	398	1,487	0	0	0	0
8:00 AM	0	0	0	0	0	1	0	14	0	0	115	9	0	0	175	0	314	1,493	0	1	0	0
8:15 AM	0	0	0	0	0	0	0	4	0	0	145	7	0	0	215	0	371		0	2	0	0
8:30 AM	0	0	0	0	0	1	0	14	0	0	156	21	0	1	211	0	404		0	0	0	0
8:45 AM	0	0	0	0	0	1	0	14	0	0	144	14	0	0	231	0	404		0	0	0	0

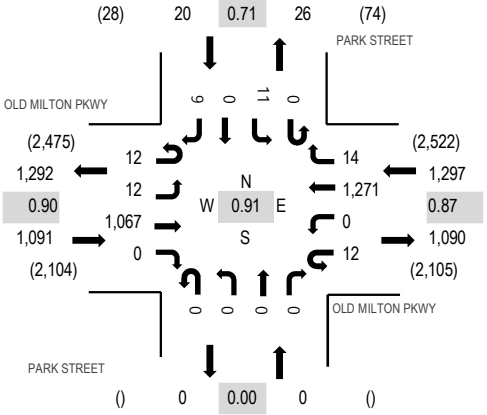
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3
Lights	0	0	0	0	0	4	0	34	0	0	558	54	0	1	837	0	1,488
Mediums	0	0	0	0	0	0	0	0	0	0	15	3	0	0	19	0	37
Total	0	0	0	0	0	4	0	34	0	0	576	57	0	1	856	0	1,528

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

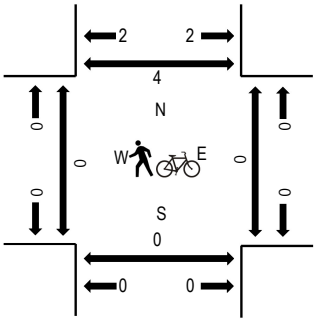
Location: 4 PARK STREET & OLD MILTON PKWY AM
Date: Wednesday, May 25, 2022
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:45 AM - 09:00 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				PARK STREET Northbound				PARK STREET Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	1	1	194	0	1	0	252	8	0	0	0	0	0	2	0	1	460	2,246	0	0	0	0
7:15 AM	4	3	230	0	5	0	280	7	0	0	0	0	0	2	0	0	531	2,337	0	0	0	0
7:30 AM	2	2	301	0	5	0	292	8	0	0	0	0	0	0	0	0	610	2,381	0	0	0	2
7:45 AM	4	4	267	0	7	0	345	15	0	0	0	0	0	1	0	2	645	2,395	0	0	0	1
8:00 AM	0	3	258	0	2	0	282	3	0	0	0	0	0	2	0	1	551	2,408	0	0	0	0
8:15 AM	5	1	253	0	0	0	307	2	0	0	0	0	0	6	0	1	575		0	0	0	0
8:30 AM	6	4	281	0	5	0	319	5	0	0	0	0	0	1	0	3	624		0	0	0	1
8:45 AM	1	4	275	0	5	0	363	4	0	0	0	0	0	2	0	4	658		0	0	0	1

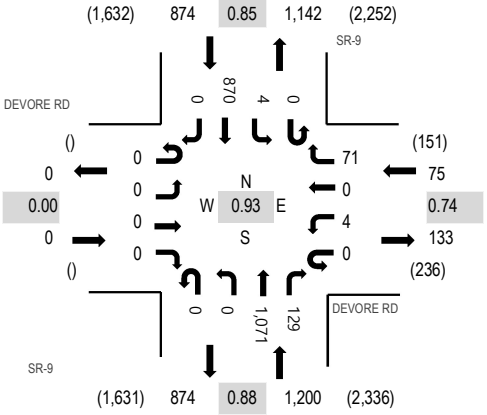
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	5
Lights	12	11	1,051	0	12	0	1,194	13	0	0	0	0	0	11	0	8	2,312
Mediums	0	1	14	0	0	0	74	1	0	0	0	0	0	0	0	1	91
Total	12	12	1,067	0	12	0	1,271	14	0	0	0	0	0	11	0	9	2,408

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

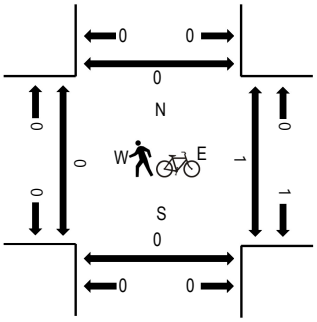
Location: 3 SR-9 & DEVORE RD PM
Date: Wednesday, May 25, 2022
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	DEVORE RD Eastbound				DEVORE RD Westbound				SR-9 Northbound				SR-9 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	1	0	27	0	0	277	28	0	1	171	0	505	1,970	0	0	1	0
4:15 PM	0	0	0	0	0	0	0	11	0	0	248	20	0	1	205	0	485	1,996	0	1	0	0
4:30 PM	0	0	0	0	0	1	0	21	0	0	267	26	0	0	186	0	501	2,090	0	2	0	0
4:45 PM	0	0	0	0	0	0	0	15	0	0	244	26	0	1	193	0	479	2,133	0	1	0	0
5:00 PM	0	0	0	0	0	0	0	14	0	0	312	33	0	0	172	0	531	2,149	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	25	0	0	247	49	0	1	256	0	579		0	1	0	0
5:30 PM	0	0	0	0	0	0	0	16	0	0	286	24	0	1	217	0	544		0	0	0	0
5:45 PM	0	0	0	0	0	3	0	16	0	0	226	23	0	2	225	0	495		0	0	0	0

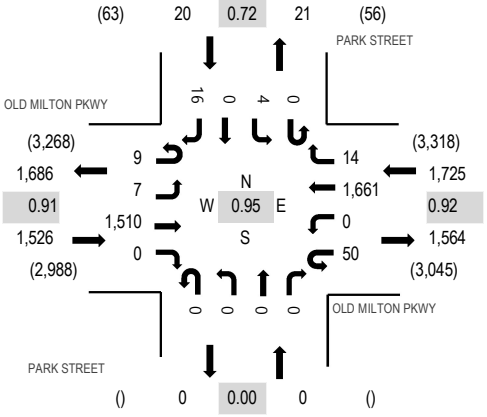
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0	5
Lights	0	0	0	0	0	4	0	71	0	0	1,062	127	0	4	855	0	2,123
Mediums	0	0	0	0	0	0	0	0	0	0	6	2	0	0	13	0	21
Total	0	0	0	0	0	4	0	71	0	0	1,071	129	0	4	870	0	2,149

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

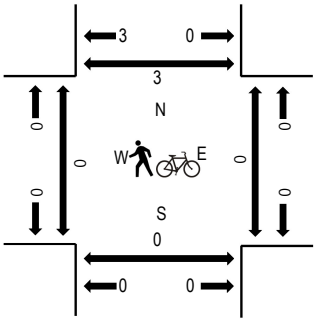
Location: 4 PARK STREET & OLD MILTON PKWY PM
Date: Wednesday, May 25, 2022
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:30 PM - 05:45 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				PARK STREET Northbound				PARK STREET Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	2	1	349	0	5	0	335	5	0	0	0	0	0	2	0	6	705	3,098	0	0	0	1
4:15 PM	3	8	384	0	8	0	376	2	0	0	0	0	0	5	0	10	796	3,200	0	0	0	0
4:30 PM	4	5	359	0	9	0	455	7	0	0	0	0	0	3	0	8	850	3,213	0	0	0	3
4:45 PM	0	6	341	0	10	0	380	1	0	0	0	0	0	6	0	3	747	3,223	0	2	0	1
5:00 PM	6	3	366	0	9	0	414	3	0	0	0	0	0	0	0	6	807	3,271	0	0	0	1
5:15 PM	0	1	420	0	13	0	368	4	0	0	0	0	0	1	0	2	809		0	0	0	0
5:30 PM	3	2	380	0	17	0	450	3	0	0	0	0	0	1	0	4	860		0	0	0	0
5:45 PM	0	1	344	0	11	0	429	4	0	0	0	0	0	2	0	4	795		0	0	0	0

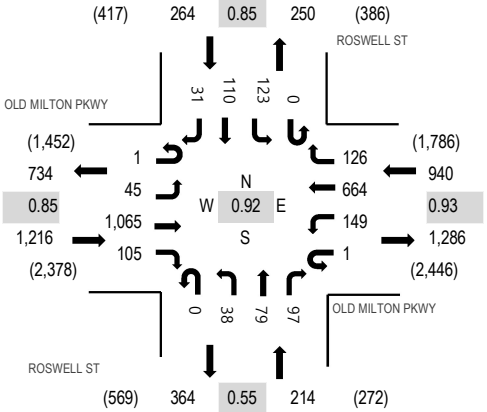
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	8
Lights	9	7	1,491	0	50	0	1,642	14	0	0	0	0	0	4	0	15	3,232
Mediums	0	0	15	0	0	0	15	0	0	0	0	0	0	0	0	1	31
Total	9	7	1,510	0	50	0	1,661	14	0	0	0	0	0	4	0	16	3,271

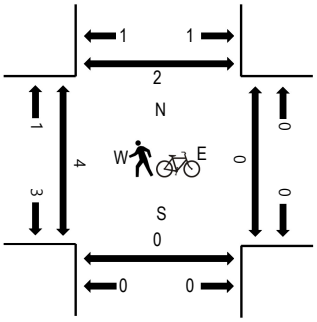
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 ROSWELL ST & OLD MILTON PKWY AM
Date: Thursday, May 12, 2022
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

Peak Hour - Motorized Vehicles



Peak Hour - Pedestrians/Bicycles in Crosswalk



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				ROSWELL ST Northbound				ROSWELL ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	5	209	2	1	14	118	19	0	1	4	5	0	12	24	5	419	2,410	2	0	1	0
7:15 AM	0	9	280	14	0	34	134	28	0	3	8	3	0	37	28	10	588	2,634	1	0	0	1
7:30 AM	0	14	242	43	0	61	170	29	0	12	26	43	0	31	39	8	718	2,616	2	0	0	0
7:45 AM	0	12	228	28	0	40	179	38	0	17	35	45	0	33	24	6	685	2,474	1	0	0	0
8:00 AM	1	10	315	20	1	14	181	31	0	6	10	6	0	22	19	7	643	2,443	0	0	0	1
8:15 AM	0	6	266	8	3	12	180	33	0	1	7	7	0	23	19	5	570		0	0	0	0
8:30 AM	0	2	253	31	2	14	171	46	0	7	3	4	0	21	16	6	576		0	1	0	3
8:45 AM	4	2	331	43	2	17	208	6	0	9	3	7	0	14	5	3	654		0	0	1	0

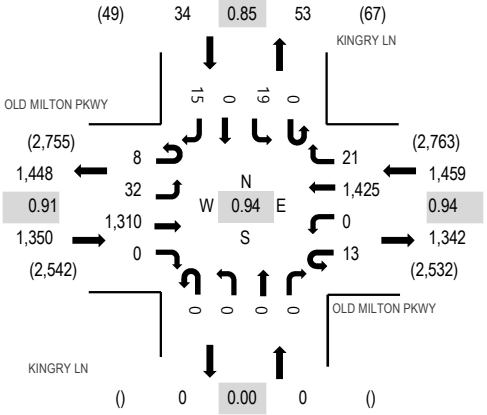
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	3	1	0	0	0	0	0	0	0	0	6
Lights	1	44	1,059	101	1	149	650	122	0	37	79	97	0	121	109	31	2,601
Mediums	0	1	4	4	0	0	11	3	0	1	0	0	0	2	1	0	27
Total	1	45	1,065	105	1	149	664	126	0	38	79	97	0	123	110	31	2,634

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

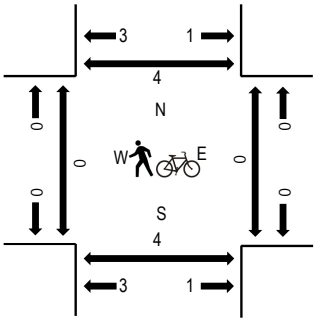
Location: 2 KINGRY LN & OLD MILTON PKWY AM
Date: Thursday, May 12, 2022
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:45 AM - 09:00 AM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				KINGRY LN Northbound				KINGRY LN Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	1	1	190	0	1	0	301	0	0	0	0	0	0	2	0	4	500	2,511	0	0	1	0
7:15 AM	1	1	324	0	1	0	318	1	0	0	0	0	0	0	0	0	646	2,715	3	0	2	0
7:30 AM	2	0	298	0	1	0	342	4	0	0	0	0	0	1	0	3	651	2,770	0	0	1	1
7:45 AM	2	2	370	0	1	0	329	5	0	0	0	0	0	1	0	4	714	2,804	0	0	1	0
8:00 AM	1	8	354	0	2	0	327	4	0	0	0	0	0	6	0	2	704	2,843	0	0	0	1
8:15 AM	2	3	317	0	3	0	360	9	0	0	0	0	0	4	0	3	701		0	0	1	1
8:30 AM	2	13	292	0	3	0	359	6	0	0	0	0	0	6	0	4	685		0	0	1	0
8:45 AM	3	8	347	0	5	0	379	2	0	0	0	0	0	3	0	6	753		0	0	2	1

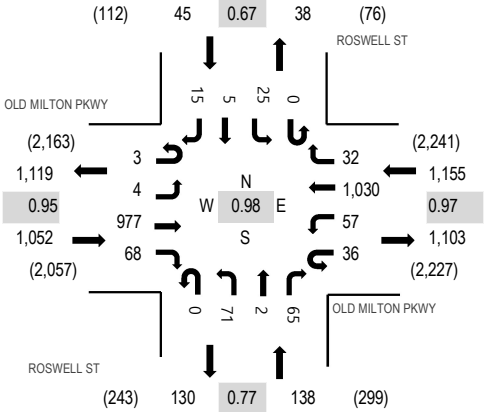
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	5	0	0	0	13	1	0	0	0	0	0	0	0	0	19
Lights	8	32	1,276	0	13	0	1,374	20	0	0	0	0	0	19	0	15	2,757
Mediums	0	0	29	0	0	0	38	0	0	0	0	0	0	0	0	0	67
Total	8	32	1,310	0	13	0	1,425	21	0	0	0	0	0	19	0	15	2,843

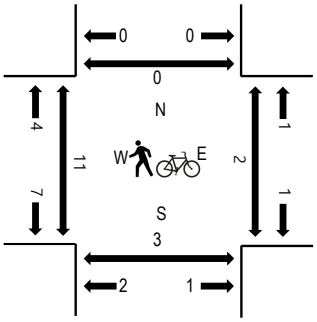
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 ROSWELL ST & OLD MILTON PKWY Noon
Date: Thursday, May 12, 2022
Peak Hour: 01:00 PM - 02:00 PM
Peak 15-Minutes: 01:45 PM - 02:00 PM

Peak Hour - Motorized Vehicles



Peak Hour - Pedestrians/Bicycles in Crosswalk



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				ROSWELL ST Northbound				ROSWELL ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
12:00 PM	2	0	223	11	8	13	256	6	0	11	0	41	0	5	2	4	582	2,319	2	0	1	2
12:15 PM	0	1	243	14	12	12	239	13	0	22	1	17	0	9	0	8	591	2,338	2	3	3	0
12:30 PM	1	1	223	12	8	17	231	5	0	18	0	20	0	16	6	3	561	2,321	4	3	0	0
12:45 PM	0	2	258	14	10	11	236	9	0	11	0	20	0	11	1	2	585	2,363	1	1	1	0
1:00 PM	2	1	249	23	11	20	239	12	0	24	0	15	0	2	0	3	601	2,390	7	1	0	0
1:15 PM	0	1	226	19	14	9	257	6	0	11	0	18	0	8	2	3	574		3	0	1	0
1:30 PM	0	2	243	10	7	17	270	5	0	18	0	17	0	9	2	3	603		1	1	1	0
1:45 PM	1	0	259	16	4	11	264	9	0	18	2	15	0	6	1	6	612		0	0	1	0

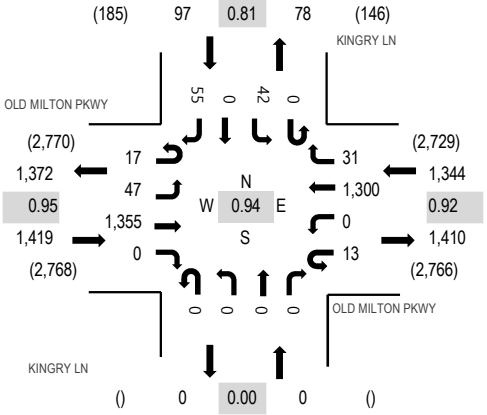
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	1	1	0	0	0	0	0	0	0	0	3
Lights	3	4	956	66	36	56	1,002	30	0	54	2	60	0	23	5	15	2,312
Mediums	0	0	20	2	0	1	27	1	0	17	0	5	0	2	0	0	75
Total	3	4	977	68	36	57	1,030	32	0	71	2	65	0	25	5	15	2,390

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

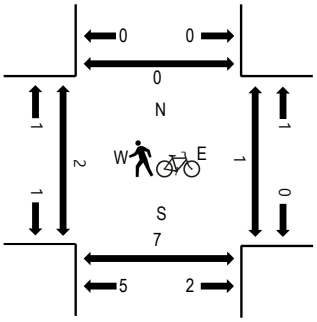
Location: 2 KINGRY LN & OLD MILTON PKWY Noon
Date: Thursday, May 12, 2022
Peak Hour: 01:00 PM - 02:00 PM
Peak 15-Minutes: 01:45 PM - 02:00 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				KINGRY LN Northbound				KINGRY LN Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
12:00 PM	5	17	294	0	5	0	353	9	0	0	0	0	0	11	0	13	707	2,822	0	0	2	1
12:15 PM	4	11	339	0	6	0	292	0	0	0	0	0	0	5	0	19	676	2,788	0	0	1	1
12:30 PM	4	13	306	0	10	0	331	3	0	0	0	0	0	14	0	7	688	2,827	0	0	1	0
12:45 PM	6	10	340	0	17	0	354	5	0	0	0	0	0	9	0	10	751	2,852	1	0	1	2
1:00 PM	9	6	320	0	3	0	310	8	0	0	0	0	0	6	0	11	673	2,860	2	0	3	0
1:15 PM	2	13	353	0	3	0	310	8	0	0	0	0	0	13	0	13	715		0	1	2	0
1:30 PM	4	15	360	0	5	0	297	8	0	0	0	0	0	9	0	15	713		0	0	1	0
1:45 PM	2	13	322	0	2	0	383	7	0	0	0	0	0	14	0	16	759		0	0	1	0

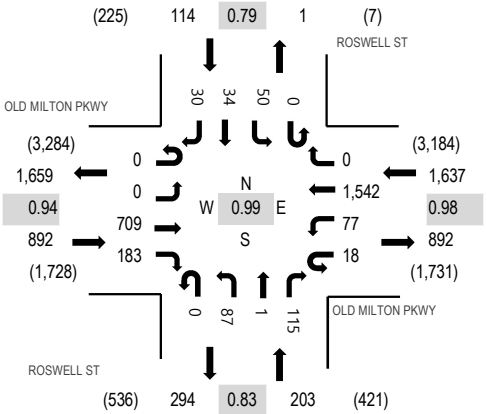
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	3
Lights	17	45	1,281	0	13	0	1,262	30	0	0	0	0	0	41	0	53	2,742
Mediums	0	2	72	0	0	0	37	1	0	0	0	0	0	1	0	2	115
Total	17	47	1,355	0	13	0	1,300	31	0	0	0	0	0	42	0	55	2,860

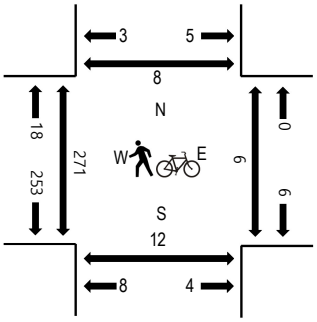
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 ROSWELL ST & OLD MILTON PKWY PM
Date: Thursday, May 12, 2022
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

Peak Hour - Motorized Vehicles



Peak Hour - Pedestrians/Bicycles in Crosswalk



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				ROSWELL ST Northbound				ROSWELL ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	1	2	173	45	3	14	346	1	0	31	0	35	0	12	10	5	678	2,790	9	1	1	1
4:15 PM	1	0	185	38	3	11	398	3	0	25	0	27	0	7	5	22	725	2,819	15	4	0	0
4:30 PM	0	0	167	28	3	18	365	0	0	39	0	24	0	10	4	8	666	2,799	18	6	4	0
4:45 PM	0	0	192	44	6	14	398	0	0	13	0	26	0	15	6	7	721	2,846	38	2	1	2
5:00 PM	0	0	171	48	5	16	378	0	0	18	0	45	0	3	11	12	707	2,768	76	0	4	2
5:15 PM	0	0	176	47	3	19	381	0	0	28	0	27	0	12	6	6	705		77	1	7	2
5:30 PM	0	0	170	44	4	28	385	0	0	28	1	17	0	20	11	5	713		80	3	0	2
5:45 PM	0	0	158	38	0	27	355	0	0	15	0	22	0	10	4	14	643		78	8	5	1

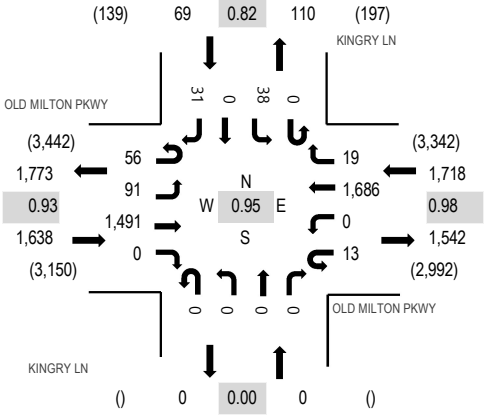
Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	3
Lights	0	0	698	162	18	74	1,532	0	0	87	1	114	0	50	34	30	2,800
Mediums	0	0	10	21	0	3	8	0	0	0	0	1	0	0	0	0	43
Total	0	0	709	183	18	77	1,542	0	0	87	1	115	0	50	34	30	2,846

ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

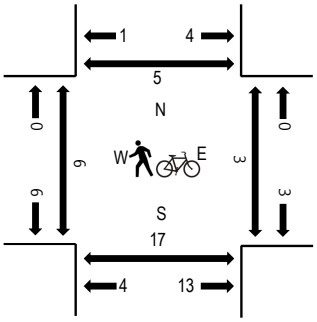
Location: 2 KINGRY LN & OLD MILTON PKWY PM
Date: Thursday, May 12, 2022
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

Peak Hour - Motorized Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts - Motorized Vehicles

Interval Start Time	OLD MILTON PKWY Eastbound				OLD MILTON PKWY Westbound				KINGRY LN Northbound				KINGRY LN Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	15	8	337	0	4	0	370	8	0	0	0	0	0	13	0	7	762	3,206	0	2	0	1
4:15 PM	22	18	361	0	4	0	395	8	0	0	0	0	0	10	0	9	827	3,266	0	0	0	0
4:30 PM	16	19	340	0	4	0	420	6	0	0	0	0	0	5	0	7	817	3,337	0	0	0	0
4:45 PM	11	14	351	0	7	0	392	6	0	0	0	0	0	14	0	5	800	3,397	1	0	2	1
5:00 PM	11	19	356	0	3	0	404	7	0	0	0	0	0	12	0	10	822	3,425	0	2	2	4
5:15 PM	7	23	411	0	2	0	436	1	0	0	0	0	0	8	0	10	898		0	0	0	0
5:30 PM	21	22	388	0	3	0	429	2	0	0	0	0	0	8	0	4	877		2	0	14	0
5:45 PM	17	27	336	0	5	0	417	9	0	0	0	0	0	10	0	7	828		4	1	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	7
Lights	56	90	1,465	0	13	0	1,668	19	0	0	0	0	0	37	0	31	3,379
Mediums	0	1	23	0	0	0	14	0	0	0	0	0	0	1	0	0	39
Total	56	91	1,491	0	13	0	1,686	19	0	0	0	0	0	38	0	31	3,425

Appendix B- Capacity Analysis

Intersection	
Int Delay, s/veh	0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	38	0	633	1	856
Future Vol, veh/h	0	38	0	633	1	856
Conflicting Peds, #/hr	0	2	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	41	0	688	1	930

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	811	346	0	0	688	0
Stage 1	344	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	317	650	-	-	902	-
Stage 1	689	-	-	-	-	-
Stage 2	597	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	316	649	-	-	902	-
Mov Cap-2 Maneuver	316	-	-	-	-	-
Stage 1	689	-	-	-	-	-
Stage 2	596	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.9	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	649	902	-
HCM Lane V/C Ratio	-	-	0.064	0.001	-
HCM Control Delay (s)	-	-	10.9	9	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.2	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	71	1071	129	4	870
Future Vol, veh/h	4	71	1071	129	4	870
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	77	1164	140	4	946

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1715	652	0	0	1304	0
Stage 1	1234	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	81	411	-	-	527	-
Stage 1	238	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	80	411	-	-	527	-
Mov Cap-2 Maneuver	80	-	-	-	-	-
Stage 1	238	-	-	-	-	-
Stage 2	579	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.1	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	337	527	-
HCM Lane V/C Ratio	-	-	0.242	0.008	-
HCM Control Delay (s)	-	-	19.1	11.9	-
HCM Lane LOS	-	-	C	B	-
HCM 95th %tile Q(veh)	-	-	0.9	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	24	1067	12	1271	14	11	9
Future Vol, veh/h	24	1067	12	1271	14	11	9
Conflicting Peds, #/hr	4	0	0	0	4	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	Stop
Storage Length	320	-	360	-	-	0	0
Veh in Median Storage,-#		0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	26	1160	13	1382	15	12	10

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1401	0	847	-	0	1936	703
Stage 1	-	-	-	-	-	1420	-
Stage 2	-	-	-	-	-	516	-
Critical Hdwy	5.34	-	5.64	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	2.32	-	-	3.82	3.92
Pot Cap-1 Maneuver	249	-	534	-	-	101	326
Stage 1	-	-	-	-	-	133	-
Stage 2	-	-	-	-	-	515	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	248	-	534	-	-	88	325
Mov Cap-2 Maneuver	-	-	-	-	-	88	-
Stage 1	-	-	-	-	-	119	-
Stage 2	-	-	-	-	-	501	-

Approach	EB	WB	SB
HCM Control Delay, s	0.5	0.1	36.1
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	248	-	534	-	-	88	325
HCM Lane V/C Ratio	0.105	-	0.024	-	-	0.136	0.03
HCM Control Delay (s)	21.2	-	11.9	-	-	52.2	16.4
HCM Lane LOS	C	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.3	-	0.1	-	-	0.4	0.1

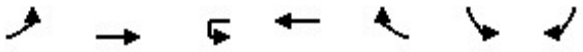
Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	16	1510	50	1661	14	4	16
Future Vol, veh/h	16	1510	50	1661	14	4	16
Conflicting Peds, #/hr	3	0	0	0	3	0	0
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	-	None	-	Stop
Storage Length	320	-	360	-	-	0	0
Veh in Median Storage,-#		0	-	0	-	0	-
Grade, %	-	0	-	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	17	1641	54	1805	15	4	17

Major/Minor	Major1		Major2			Minor2	
Conflicting Flow All	1823	0	1198	-	0	2614	913
Stage 1	-	-	-	-	-	1924	-
Stage 2	-	-	-	-	-	690	-
Critical Hdwy	5.34	-	5.64	-	-	5.74	7.14
Critical Hdwy Stg 1	-	-	-	-	-	6.64	-
Critical Hdwy Stg 2	-	-	-	-	-	6.04	-
Follow-up Hdwy	3.12	-	2.32	-	-	3.82	3.92
Pot Cap-1 Maneuver	154	-	341	-	-	43	237
Stage 1	-	-	-	-	-	64	-
Stage 2	-	-	-	-	-	418	-
Platoon blocked, %		-		-	-		
Mov Cap-1 Maneuver	154	-	341	-	-	32	236
Mov Cap-2 Maneuver	-	-	-	-	-	32	-
Stage 1	-	-	-	-	-	57	-
Stage 2	-	-	-	-	-	351	-

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0.5	44.1
HCM LOS			E

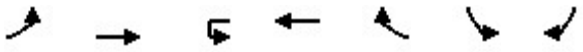
Minor Lane/Major Mvmt	EBL	EBT	WBU	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	154	-	341	-	-	32	236
HCM Lane V/C Ratio	0.113	-	0.159	-	-	0.136	0.074
HCM Control Delay (s)	31.3	-	17.5	-	-	134.5	21.5
HCM Lane LOS	D	-	C	-	-	F	C
HCM 95th %tile Q(veh)	0.4	-	0.6	-	-	0.4	0.2



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	40	1310	13	1425	21	19	15
Future Volume (vph)	40	1310	13	1425	21	19	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	1.00
Frpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	1.00
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	1.00
Frt	1.00	1.00	1.00	1.00		1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00		0.95	1.00
Satd. Flow (prot)	1768	5085	1770	5074		1770	1583
Flt Permitted	0.14	1.00	0.16	1.00		0.95	1.00
Satd. Flow (perm)	255	5085	304	5074		1770	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	43	1424	14	1549	23	21	16
RTOR Reduction (vph)	0	0	0	1	0	0	14
Lane Group Flow (vph)	43	1424	14	1571	0	21	2
Confl. Peds. (#/hr)	4						
Turn Type	Perm	NA	Perm	NA		Prot	Perm
Protected Phases		6		2		3	
Permitted Phases	6		2				8
Actuated Green, G (s)	92.9	92.9	92.9	92.9		18.1	18.1
Effective Green, g (s)	92.9	92.9	92.9	92.9		18.1	18.1
Actuated g/C Ratio	0.77	0.77	0.77	0.77		0.15	0.15
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Grp Cap (vph)	197	3936	235	3928		266	238
v/s Ratio Prot		0.28		c0.31		c0.01	
v/s Ratio Perm	0.17		0.05				0.00
v/c Ratio	0.22	0.36	0.06	0.40		0.08	0.01
Uniform Delay, d1	3.7	4.3	3.2	4.4		43.8	43.3
Progression Factor	1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	2.5	0.3	0.5	0.3		0.6	0.1
Delay (s)	6.2	4.5	3.7	4.7		44.4	43.4
Level of Service	A	A	A	A		D	D
Approach Delay (s)		4.6		4.7		44.0	
Approach LOS		A		A		D	

Intersection Summary			
HCM 2000 Control Delay	5.1	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.35		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	44.9%	ICU Level of Service	A
Analysis Period (min)	15		

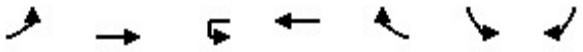
c Critical Lane Group



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	147	1491	13	1686	19	38	31
Future Volume (vph)	147	1491	13	1686	19	38	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	1.00
Frpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	0.98
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	1.00
Frt	1.00	1.00	1.00	1.00		1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00		0.95	1.00
Satd. Flow (prot)	1768	5085	1769	5075		1770	1546
Flt Permitted	0.10	1.00	0.13	1.00		0.95	1.00
Satd. Flow (perm)	179	5085	239	5075		1770	1546
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	160	1621	14	1833	21	41	34
RTOR Reduction (vph)	0	0	0	1	0	0	29
Lane Group Flow (vph)	160	1621	14	1853	0	41	5
Confl. Peds. (#/hr)	5		3		5	3	6
Turn Type	Perm	NA	Perm	NA		Prot	Perm
Protected Phases		6		2		3	
Permitted Phases	6		2				8
Actuated Green, G (s)	92.5	92.5	92.5	92.5		18.5	18.5
Effective Green, g (s)	92.5	92.5	92.5	92.5		18.5	18.5
Actuated g/C Ratio	0.77	0.77	0.77	0.77		0.15	0.15
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Grp Cap (vph)	137	3919	184	3911		272	238
v/s Ratio Prot		0.32		0.37		c0.02	
v/s Ratio Perm	c0.89		0.06				0.00
v/c Ratio	1.17	0.41	0.08	0.47		0.15	0.02
Uniform Delay, d1	13.7	4.6	3.3	5.0		43.9	43.1
Progression Factor	1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	129.1	0.3	0.8	0.4		1.2	0.2
Delay (s)	142.8	4.9	4.2	5.4		45.1	43.2
Level of Service	F	A	A	A		D	D
Approach Delay (s)		17.3		5.4		44.3	
Approach LOS		B		A		D	

Intersection Summary			
HCM 2000 Control Delay	11.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.99		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	67.4%	ICU Level of Service	C
Analysis Period (min)	15		

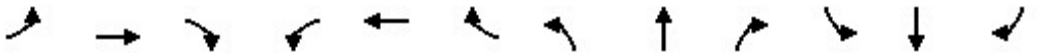
c Critical Lane Group



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	64	1355	13	1300	31	42	55
Future Volume (vph)	64	1355	13	1300	31	42	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	1.00
Frpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	0.98
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	1.00
Frt	1.00	1.00	1.00	1.00		1.00	0.85
Flt Protected	0.95	1.00	0.95	1.00		0.95	1.00
Satd. Flow (prot)	1770	5085	1769	5067		1770	1557
Flt Permitted	0.15	1.00	0.15	1.00		0.95	1.00
Satd. Flow (perm)	286	5085	277	5067		1770	1557
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	70	1473	14	1413	34	46	60
RTOR Reduction (vph)	0	0	0	2	0	0	48
Lane Group Flow (vph)	70	1473	14	1445	0	46	12
Confl. Peds. (#/hr)			1			1	2
Turn Type	Perm	NA	Perm	NA		Prot	Perm
Protected Phases		6		2		3	
Permitted Phases	6		2				8
Actuated Green, G (s)	87.5	87.5	87.5	87.5		23.5	23.5
Effective Green, g (s)	87.5	87.5	87.5	87.5		23.5	23.5
Actuated g/C Ratio	0.73	0.73	0.73	0.73		0.20	0.20
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	4.5
Lane Grp Cap (vph)	208	3707	201	3694		346	304
v/s Ratio Prot		c0.29		0.29		c0.03	
v/s Ratio Perm	0.24		0.05				0.01
v/c Ratio	0.34	0.40	0.07	0.39		0.13	0.04
Uniform Delay, d1	5.8	6.2	4.6	6.2		39.8	39.1
Progression Factor	1.00	1.00	1.00	1.00		1.00	1.00
Incremental Delay, d2	4.3	0.3	0.7	0.3		0.8	0.2
Delay (s)	10.2	6.5	5.3	6.5		40.6	39.3
Level of Service	B	A	A	A		D	D
Approach Delay (s)		6.7		6.5		39.9	
Approach LOS		A		A		D	

Intersection Summary			
HCM 2000 Control Delay	7.7	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.34		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	53.7%	ICU Level of Service	A
Analysis Period (min)	15		

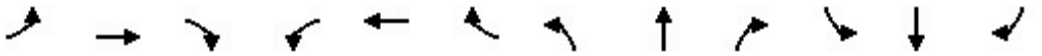
c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	46	1065	105	150	664	126	38	79	97	123	110	31
Future Volume (veh/h)	46	1065	105	150	664	126	38	79	97	123	110	31
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	0.99		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	50	1158	114	163	722	137	41	86	105	134	120	34
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	385	1620	721	362	1596	303	328	133	162	316	321	91
Arrive On Green	0.04	0.46	0.46	0.12	0.54	0.54	0.04	0.17	0.17	0.10	0.23	0.23
Sat Flow, veh/h	1781	3554	1582	1781	2979	565	1781	763	932	1781	1400	397
Grp Volume(v), veh/h	50	1158	114	163	430	429	41	0	191	134	0	154
Grp Sat Flow(s),veh/h/ln	1781	1777	1582	1781	1777	1767	1781	0	1695	1781	0	1797
Q Serve(g_s), s	1.7	31.6	5.1	4.9	17.8	17.8	2.2	0.0	12.6	6.9	0.0	8.7
Cycle Q Clear(g_c), s	1.7	31.6	5.1	4.9	17.8	17.8	2.2	0.0	12.6	6.9	0.0	8.7
Prop In Lane	1.00		1.00	1.00		0.32	1.00		0.55	1.00		0.22
Lane Grp Cap(c), veh/h	385	1620	721	362	952	947	328	0	295	316	0	412
V/C Ratio(X)	0.13	0.71	0.16	0.45	0.45	0.45	0.12	0.00	0.65	0.42	0.00	0.37
Avail Cap(c_a), veh/h	385	1620	721	362	952	947	328	0	295	316	0	412
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	15.8	26.4	19.1	18.3	17.1	17.1	37.7	0.0	46.1	33.9	0.0	39.0
Incr Delay (d2), s/veh	0.7	2.7	0.5	4.0	1.6	1.6	0.8	0.0	10.5	4.1	0.0	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	13.5	2.0	2.3	7.4	7.4	1.1	0.0	6.2	3.4	0.0	4.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	16.5	29.1	19.6	22.3	18.6	18.6	38.5	0.0	56.6	38.0	0.0	41.6
LnGrp LOS	B	C	B	C	B	B	D	A	E	D	A	D
Approach Vol, veh/h		1322			1022			232			288	
Approach Delay, s/veh		27.8			19.2			53.4			39.9	
Approach LOS		C			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.6	68.8	16.2	25.4	19.2	59.2	9.6	32.0
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.1	64.3	11.7	20.9	14.7	54.7	5.1	27.5
Max Q Clear Time (g_c+I1), s	3.7	19.8	8.9	14.6	6.9	33.6	4.2	10.7
Green Ext Time (p_c), s	0.0	6.3	0.1	0.5	0.2	9.0	0.0	0.7

Intersection Summary	
HCM 6th Ctrl Delay	28.0
HCM 6th LOS	C



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	7	977	68	93	1030	32	71	2	65	25	5	15
Future Volume (veh/h)	7	977	68	93	1030	32	71	2	65	25	5	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	0.98		0.98	0.98		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	8	1062	74	101	1120	35	77	2	71	27	5	16
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	337	1851	823	402	2008	63	381	7	259	326	59	190
Arrive On Green	0.05	0.52	0.52	0.10	0.57	0.57	0.07	0.17	0.17	0.05	0.15	0.15
Sat Flow, veh/h	1781	3554	1580	1781	3517	110	1781	43	1519	1781	385	1232
Grp Volume(v), veh/h	8	1062	74	101	566	589	77	0	73	27	0	21
Grp Sat Flow(s),veh/h/ln	1781	1777	1580	1781	1777	1850	1781	0	1562	1781	0	1617
Q Serve(g_s), s	0.2	24.5	2.8	2.6	24.1	24.1	4.2	0.0	4.9	1.5	0.0	1.3
Cycle Q Clear(g_c), s	0.2	24.5	2.8	2.6	24.1	24.1	4.2	0.0	4.9	1.5	0.0	1.3
Prop In Lane	1.00		1.00	1.00		0.06	1.00		0.97	1.00		0.76
Lane Grp Cap(c), veh/h	337	1851	823	402	1014	1056	381	0	267	326	0	249
V/C Ratio(X)	0.02	0.57	0.09	0.25	0.56	0.56	0.20	0.00	0.27	0.08	0.00	0.08
Avail Cap(c_a), veh/h	337	1851	823	402	1014	1056	381	0	267	326	0	249
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	12.3	19.6	14.5	11.8	16.2	16.2	37.7	0.0	43.3	38.2	0.0	43.5
Incr Delay (d2), s/veh	0.1	1.3	0.2	1.5	2.2	2.1	1.2	0.0	2.5	0.5	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	10.1	1.1	1.1	9.9	10.3	2.0	0.0	2.1	0.7	0.0	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.4	20.9	14.7	13.3	18.4	18.3	38.9	0.0	45.8	38.7	0.0	44.2
LnGrp LOS	B	C	B	B	B	B	D	A	D	D	A	D
Approach Vol, veh/h		1144			1256			150			48	
Approach Delay, s/veh		20.5			18.0			42.2			41.1	
Approach LOS		C			B			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	11.0	73.0	11.0	25.0	17.0	67.0	13.0	23.0
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	6.5	68.5	6.5	20.5	12.5	62.5	8.5	18.5
Max Q Clear Time (g_c+I1), s	2.2	26.1	3.5	6.9	4.6	26.5	6.2	3.3
Green Ext Time (p_c), s	0.0	9.6	0.0	0.3	0.1	9.6	0.0	0.0

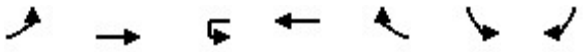
Intersection Summary	
HCM 6th Ctrl Delay	20.9
HCM 6th LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	709	183	95	1542	0	87	1	115	50	34	30
Future Volume (veh/h)	0	709	183	95	1542	0	87	1	115	50	34	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		1.00	0.76		0.71	0.78		0.65
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	0	771	199	103	1676	0	95	1	125	54	37	33
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	198	2049	905	417	2082	0	294	2	199	212	107	96
Arrive On Green	0.00	0.58	0.58	0.05	0.59	0.00	0.07	0.18	0.18	0.04	0.15	0.15
Sat Flow, veh/h	1781	3554	1569	1781	3647	0	1781	9	1115	1781	715	638
Grp Volume(v), veh/h	0	771	199	103	1676	0	95	0	126	54	0	70
Grp Sat Flow(s),veh/h/ln	1781	1777	1569	1781	1777	0	1781	0	1124	1781	0	1353
Q Serve(g_s), s	0.0	14.1	7.4	2.7	44.4	0.0	5.2	0.0	12.4	3.0	0.0	5.6
Cycle Q Clear(g_c), s	0.0	14.1	7.4	2.7	44.4	0.0	5.2	0.0	12.4	3.0	0.0	5.6
Prop In Lane	1.00		1.00	1.00		0.00	1.00		0.99	1.00		0.47
Lane Grp Cap(c), veh/h	198	2049	905	417	2082	0	294	0	200	212	0	203
V/C Ratio(X)	0.00	0.38	0.22	0.25	0.81	0.00	0.32	0.00	0.63	0.25	0.00	0.34
Avail Cap(c_a), veh/h	198	2049	905	417	2082	0	294	0	200	212	0	203
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	0.0	13.7	12.3	9.8	19.5	0.0	37.8	0.0	45.6	40.5	0.0	45.7
Incr Delay (d2), s/veh	0.0	0.5	0.6	1.4	3.4	0.0	2.9	0.0	14.0	2.9	0.0	4.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	5.6	2.7	1.2	17.9	0.0	2.5	0.0	4.3	1.5	0.0	2.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	14.3	12.9	11.3	22.9	0.0	40.7	0.0	59.6	43.4	0.0	50.3
LnGrp LOS	A	B	B	B	C	A	D	A	E	D	A	D
Approach Vol, veh/h		970			1779			221			124	
Approach Delay, s/veh		14.0			22.2			51.5			47.3	
Approach LOS		B			C			D			D	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	9.5	74.8	9.8	25.9	10.6	73.7	13.2	22.5
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Max Green Setting (Gmax), s	5.0	70.3	5.3	21.4	6.1	69.2	8.7	18.0
Max Q Clear Time (g_c+I1), s	0.0	46.4	5.0	14.4	4.7	16.1	7.2	7.6
Green Ext Time (p_c), s	0.0	14.4	0.0	0.4	0.0	7.1	0.0	0.2

Intersection Summary	
HCM 6th Ctrl Delay	22.7
HCM 6th LOS	C

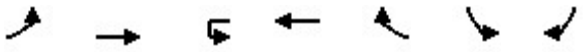
Appendix C- Capacity Analysis Alternatives



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	40	1310	13	1425	21	19	15
Future Volume (vph)	40	1310	13	1425	21	19	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	
Frpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	
Frt	1.00	1.00	1.00	1.00		0.94	
Flt Protected	0.95	1.00	0.95	1.00		0.97	
Satd. Flow (prot)	1768	5085	1770	5074		1706	
Flt Permitted	0.14	1.00	0.16	1.00		0.97	
Satd. Flow (perm)	255	5085	304	5074		1706	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	43	1424	14	1549	23	21	16
RTOR Reduction (vph)	0	0	0	1	0	14	0
Lane Group Flow (vph)	43	1424	14	1571	0	23	0
Confl. Peds. (#/hr)	4						
Turn Type	Perm	NA	Perm	NA		Prot	
Protected Phases		6		2		3	
Permitted Phases	6		2				
Actuated Green, G (s)	92.9	92.9	92.9	92.9		18.1	
Effective Green, g (s)	92.9	92.9	92.9	92.9		18.1	
Actuated g/C Ratio	0.77	0.77	0.77	0.77		0.15	
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Grp Cap (vph)	197	3936	235	3928		257	
v/s Ratio Prot		0.28		c0.31		c0.01	
v/s Ratio Perm	0.17		0.05				
v/c Ratio	0.22	0.36	0.06	0.40		0.09	
Uniform Delay, d1	3.7	4.3	3.2	4.4		43.9	
Progression Factor	1.00	1.00	1.00	1.00		1.00	
Incremental Delay, d2	2.5	0.3	0.5	0.3		0.7	
Delay (s)	6.2	4.5	3.7	4.7		44.6	
Level of Service	A	A	A	A		D	
Approach Delay (s)		4.6		4.7		44.6	
Approach LOS		A		A		D	

Intersection Summary			
HCM 2000 Control Delay	5.1	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.35		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	44.9%	ICU Level of Service	A
Analysis Period (min)	15		

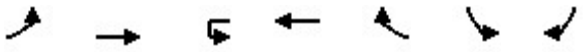
c Critical Lane Group



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	147	1491	13	1686	19	38	31
Future Volume (vph)	147	1491	13	1686	19	38	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	
Frpb, ped/bikes	1.00	1.00	1.00	1.00		0.99	
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	
Frt	1.00	1.00	1.00	1.00		0.94	
Flt Protected	0.95	1.00	0.95	1.00		0.97	
Satd. Flow (prot)	1768	5085	1769	5075		1684	
Flt Permitted	0.10	1.00	0.13	1.00		0.97	
Satd. Flow (perm)	179	5085	239	5075		1684	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	160	1621	14	1833	21	41	34
RTOR Reduction (vph)	0	0	0	1	0	25	0
Lane Group Flow (vph)	160	1621	14	1853	0	50	0
Confl. Peds. (#/hr)	5		3		5	3	6
Turn Type	Perm	NA	Perm	NA		Prot	
Protected Phases		6		2		3	
Permitted Phases	6		2				
Actuated Green, G (s)	92.5	92.5	92.5	92.5		18.5	
Effective Green, g (s)	92.5	92.5	92.5	92.5		18.5	
Actuated g/C Ratio	0.77	0.77	0.77	0.77		0.15	
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Grp Cap (vph)	137	3919	184	3911		259	
v/s Ratio Prot		0.32		0.37		c0.03	
v/s Ratio Perm	c0.89		0.06				
v/c Ratio	1.17	0.41	0.08	0.47		0.19	
Uniform Delay, d1	13.7	4.6	3.3	5.0		44.3	
Progression Factor	1.00	1.00	1.00	1.00		1.00	
Incremental Delay, d2	129.1	0.3	0.8	0.4		1.7	
Delay (s)	142.8	4.9	4.2	5.4		45.9	
Level of Service	F	A	A	A		D	
Approach Delay (s)		17.3		5.4		45.9	
Approach LOS		B		A		D	

Intersection Summary			
HCM 2000 Control Delay	11.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	1.00		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	67.4%	ICU Level of Service	C
Analysis Period (min)	15		

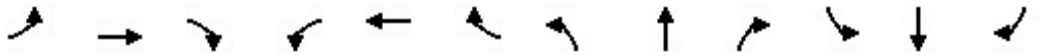
c Critical Lane Group



Movement	EBL	EBT	WBU	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Volume (vph)	64	1355	13	1300	31	42	55
Future Volume (vph)	64	1355	13	1300	31	42	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Util. Factor	1.00	0.91	1.00	0.91		1.00	
Frpb, ped/bikes	1.00	1.00	1.00	1.00		0.99	
Flpb, ped/bikes	1.00	1.00	1.00	1.00		1.00	
Frt	1.00	1.00	1.00	1.00		0.92	
Flt Protected	0.95	1.00	0.95	1.00		0.98	
Satd. Flow (prot)	1770	5085	1769	5067		1668	
Flt Permitted	0.15	1.00	0.15	1.00		0.98	
Satd. Flow (perm)	286	5085	277	5067		1668	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	70	1473	14	1413	34	46	60
RTOR Reduction (vph)	0	0	0	2	0	39	0
Lane Group Flow (vph)	70	1473	14	1445	0	67	0
Confl. Peds. (#/hr)			1			1	2
Turn Type	Perm	NA	Perm	NA		Prot	
Protected Phases		6		2		3	
Permitted Phases	6		2				
Actuated Green, G (s)	87.5	87.5	87.5	87.5		23.5	
Effective Green, g (s)	87.5	87.5	87.5	87.5		23.5	
Actuated g/C Ratio	0.73	0.73	0.73	0.73		0.20	
Clearance Time (s)	4.5	4.5	4.5	4.5		4.5	
Lane Grp Cap (vph)	208	3707	201	3694		326	
v/s Ratio Prot		c0.29		0.29		c0.04	
v/s Ratio Perm	0.24		0.05				
v/c Ratio	0.34	0.40	0.07	0.39		0.20	
Uniform Delay, d1	5.8	6.2	4.6	6.2		40.4	
Progression Factor	1.00	1.00	1.00	1.00		1.00	
Incremental Delay, d2	4.3	0.3	0.7	0.3		1.4	
Delay (s)	10.2	6.5	5.3	6.5		41.8	
Level of Service	B	A	A	A		D	
Approach Delay (s)		6.7		6.5		41.8	
Approach LOS		A		A		D	

Intersection Summary			
HCM 2000 Control Delay	7.8	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.36		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	53.7%	ICU Level of Service	A
Analysis Period (min)	15		

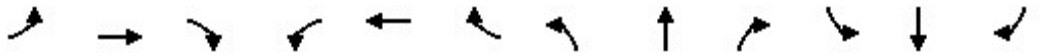
c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	46	1065	105	150	664	126	38	79	97	123	110	31
Future Volume (vph)	46	1065	105	150	664	126	38	79	97	123	110	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95		1.00	1.00		1.00	1.00	
Frpb, ped/bikes	1.00	1.00	1.00	1.00	1.00		1.00	1.00		1.00	1.00	
Flpb, ped/bikes	1.00	1.00	1.00	1.00	1.00		1.00	1.00		1.00	1.00	
Frt	1.00	1.00	0.85	1.00	0.98		1.00	0.92		1.00	0.97	
Flt Protected	0.95	1.00	1.00	0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (prot)	1769	3539	1583	1770	3442		1763	1709		1770	1793	
Flt Permitted	0.21	1.00	1.00	0.07	1.00		0.60	1.00		0.20	1.00	
Satd. Flow (perm)	387	3539	1583	126	3442		1112	1709		379	1793	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	50	1158	114	163	722	137	41	86	105	134	120	34
RTOR Reduction (vph)	0	0	77	0	9	0	0	26	0	0	6	0
Lane Group Flow (vph)	50	1158	37	163	850	0	41	165	0	134	148	0
Confl. Peds. (#/hr)	2					2	4					4
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		
Actuated Green, G (s)	59.8	54.7	54.7	73.9	64.3		26.0	20.9		37.1	27.5	
Effective Green, g (s)	59.8	54.7	54.7	73.9	64.3		26.0	20.9		37.1	27.5	
Actuated g/C Ratio	0.36	0.33	0.33	0.44	0.39		0.16	0.13		0.22	0.17	
Clearance Time (s)	4.5	4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
Lane Grp Cap (vph)	181	1162	520	201	1329		193	214		182	296	
v/s Ratio Prot	0.01	c0.33		c0.07	0.25		0.01	0.10		c0.05	0.08	
v/s Ratio Perm	0.09		0.02	0.29			0.03			c0.11		
v/c Ratio	0.28	1.00	0.07	0.81	0.64		0.21	0.77		0.74	0.50	
Uniform Delay, d1	36.5	55.8	38.4	46.7	41.7		60.7	70.5		55.4	63.2	
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2	3.8	25.6	0.3	28.7	2.4		2.5	23.0		23.1	5.9	
Delay (s)	40.3	81.4	38.7	75.4	44.0		63.2	93.5		78.5	69.2	
Level of Service	D	F	D	E	D		E	F		E	E	
Approach Delay (s)		76.2			49.0			88.1			73.5	
Approach LOS		E			D			F			E	

Intersection Summary			
HCM 2000 Control Delay	67.2	HCM 2000 Level of Service	E
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	166.5	Sum of lost time (s)	22.5
Intersection Capacity Utilization	69.7%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	709	183	95	1542	0	87	1	115	50	34	30
Future Volume (vph)	0	709	183	95	1542	0	87	1	115	50	34	30
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
Lane Util. Factor		0.95	1.00	1.00	0.95		1.00	1.00		1.00	1.00	
Frpb, ped/bikes		1.00	0.96	1.00	1.00		1.00	0.97		1.00	0.82	
Flpb, ped/bikes		1.00	1.00	1.00	1.00		0.79	1.00		1.00	1.00	
Frt		1.00	0.85	1.00	1.00		1.00	0.85		1.00	0.93	
Flt Protected		1.00	1.00	0.95	1.00		0.95	1.00		0.95	1.00	
Satd. Flow (prot)		3539	1526	1768	3539		1406	1544		1763	1425	
Flt Permitted		1.00	1.00	0.21	1.00		0.69	1.00		0.49	1.00	
Satd. Flow (perm)		3539	1526	382	3539		1016	1544		902	1425	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	771	199	103	1676	0	95	1	125	54	37	33
RTOR Reduction (vph)	0	0	79	0	0	0	0	109	0	0	22	0
Lane Group Flow (vph)	0	771	120	103	1676	0	95	17	0	54	48	0
Confl. Peds. (#/hr)	8		12	12		8	271		6	6		271
Turn Type	pm+pt	NA	Perm	pm+pt	NA		pm+pt	NA		pm+pt	NA	
Protected Phases	1	6		5	2		7	4		3	8	
Permitted Phases	6		6	2			4			8		
Actuated Green, G (s)		52.4	52.4	57.6	52.5		23.0	18.0		23.0	18.0	
Effective Green, g (s)		52.4	52.4	57.6	52.5		23.0	18.0		23.0	18.0	
Actuated g/C Ratio		0.36	0.36	0.40	0.36		0.16	0.12		0.16	0.12	
Clearance Time (s)		4.5	4.5	4.5	4.5		4.5	4.5		4.5	4.5	
Lane Grp Cap (vph)		1278	551	200	1281		174	191		172	176	
v/s Ratio Prot		0.22		c0.02	c0.47		c0.02	0.01		0.01	0.03	
v/s Ratio Perm			0.08	0.19			c0.07			0.04		
v/c Ratio		0.60	0.22	0.52	1.31		0.55	0.09		0.31	0.27	
Uniform Delay, d1		37.8	32.1	31.0	46.3		55.6	56.2		53.0	57.6	
Progression Factor		1.00	1.00	1.00	1.00		1.00	1.00		1.00	1.00	
Incremental Delay, d2		2.1	0.9	9.2	144.5		11.8	0.9		4.7	3.8	
Delay (s)		39.9	33.0	40.1	190.7		67.3	57.1		57.8	61.4	
Level of Service		D	C	D	F		E	E		E	E	
Approach Delay (s)		38.5			182.0			61.5			59.8	
Approach LOS		D			F			E			E	

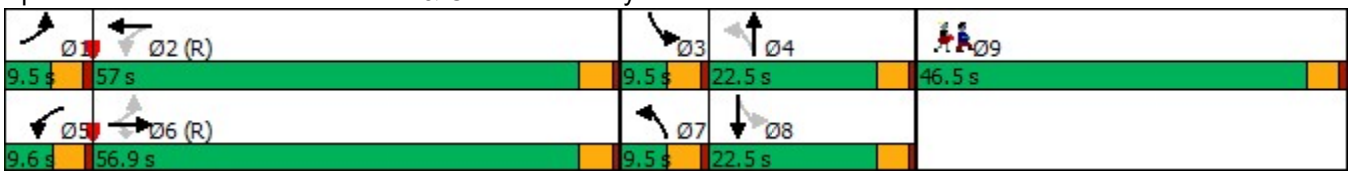
Intersection Summary			
HCM 2000 Control Delay	123.5	HCM 2000 Level of Service	F
HCM 2000 Volume to Capacity ratio	0.68		
Actuated Cycle Length (s)	145.0	Sum of lost time (s)	22.5
Intersection Capacity Utilization	69.5%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Phase Number	1	2	3	4	5	6	7	8	9
Movement	EBL	WBTL	SBL	NBTL	WBL	EBTL	NBL	SBTL	Ped
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag	
Lead-Lag Optimize	Yes		Yes		Yes		Yes		
Recall Mode	Max	Max	Max	Max	Max	Max	Max	Max	Max
Maximum Split (s)	9.5	57	9.5	22.5	9.6	56.9	9.5	22.5	46.5
Maximum Split (%)	6.6%	39.3%	6.6%	15.5%	6.6%	39.2%	6.6%	15.5%	32.1%
Minimum Split (s)	9.5	56.5	9.5	22.5	9.5	56.5	9.5	22.5	46.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5	7
Vehicle Extension (s)	3	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0	0
Walk Time (s)									7
Flash Dont Walk (s)									35
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes	No
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	135.4	144.9	56.9	66.4	135.4	0	56.9	66.4	88.9
End Time (s)	144.9	56.9	66.4	88.9	0	56.9	66.4	88.9	135.4
Yield/Force Off (s)	140.4	52.4	61.9	84.4	140.5	52.4	61.9	84.4	130.9
Yield/Force Off 170(s)	140.4	52.4	61.9	84.4	140.5	52.4	61.9	84.4	95.9
Local Start Time (s)	135.4	144.9	56.9	66.4	135.4	0	56.9	66.4	88.9
Local Yield (s)	140.4	52.4	61.9	84.4	140.5	52.4	61.9	84.4	130.9
Local Yield 170(s)	140.4	52.4	61.9	84.4	140.5	52.4	61.9	84.4	95.9

Intersection Summary	
Cycle Length	145
Control Type	Pretimed
Natural Cycle	145
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	

Splits and Phases: 7: Roswell St & Old Milton Pkwy



STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: August 19, 2024

AGENDA ITEM:

Purchase Approval: Encore Greenway Wetland and Stream Mitigation
Consideration of approval of the purchase of Wetland and Stream Mitigation Credits in association with the Encore Greenway Project in an amount not to exceed $355,630 from RES Aster, LLC and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of Wetland and Stream Mitigation Credits in association with the Encore Greenway Project in an amount not to exceed $355,630 from RES Aster, LLC 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: 355,630
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
33541100 541410 C2113 ENCORE GREENWAY	$355,630

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

ITEM DESCRIPTION:

Over the last several years, the City and True North 400 have been working with AECOM to develop construction plans for a 12' wide greenway connection from the intersection of the Encore Greenway and North Point Parkway to the Big Creek Greenway. The scope of work includes an array of items ranging from an elevated concrete trail, a gathering plaza, gateway signage, and an elevated viewing area. Renderings of the proposed elements and the gateway signage are attached to the agenda report.

Key challenges associated with the project are traversing the topographic changes across the site and working in floodplains and wetlands. Utilizing a raised boardwalk approach enabled the design team to handle the grade change as well as minimize impacts on the floodplain and existing wetlands. This approach also allows the path to traverse around healthy trees on the site so that they can be preserved.

Because the project will still have impacts on wetlands, however, the City is required to purchase wetland credits. This is something the City has had to do with some of our previous projects, most recently the reconstruction of the bridge over Big Creek along Webb Bridge Road and the associated connection to the Big Creek Greenway.

WETLAND MITIGATION CREDITS EXPLAINED:
Wetland credits are a way to compensate for the loss of or negative impact on wetlands on a given site or property. The credits are purchased from Wetland Mitigation Banks, which create them by restoring, creating, or

enhancing wetlands. The individual or entity that sponsors a Wetland Mitigation Bank is responsible for the cost of wetland development, as well as the long-term maintenance of the wetland bank to ensure that it continues to function as designed in the future. The size and scope of the wetland restoration, creation, or enhancement activities determine the quantity of credits available for sale. The price of credits is negotiated between the buyer and seller, and the number of credits required to be purchased is determined based on the impact one's project has on wetlands and streams.

Wetland mitigation credits are not always easy to obtain and with all the construction (private and public) it is becoming even more difficult to find the amount of credits one needs. AECOM worked diligently throughout the design process to identify available banks that had enough mitigation credits for purchase.

COST:
For the Encore Greenway project, a total of 2.48 wetland credits and 234 stream credits are required to be obtained. The wetland credits cost $310,000 and the stream credits cost $45,630. The total cost of these credits is $355,630.

For comparison, for the Webb Bridge Road Bridge project, the City obtained 0.30 wetland credits at $240,000 and 14 stream credits at a cost of $30,800; total cost of $270,800. Due to the impacts of the Encore Greenway project, more credits are required to be obtained and the team was able to obtain more credits at a lower rate than the Webb Bridge Project.

TIMING:
Typically, the award of the credits occurs at the same time as the overall project is presented to the Council for award. However, AECOM has informed Public Works staff that the company with the credits has interests from multiple entities and is only holding the credits for a few more weeks for us. The Encore Greenway project is currently out to bid and bids are due August 22nd. Without showing we have purchased the credits the US Army Corp will not issue a permit of approval and the project would be delayed.

ALTERNATIVES:

Do not allocate funds to purchase the necessary credits through this mitigation bank and find an alternative mitigation bank or other means to receive permit approval from the State Agencies.

ATTACHMENTS:

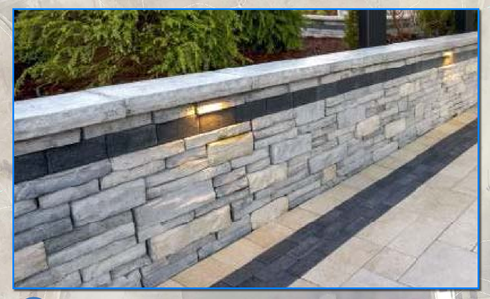
1. Encore Greenway
2. Encore Greenway Gateway
3. Encore Greenway Wetland Credits
4. Encore Greenway Stream Credits



A Bench



B Tree Bosque



C Flagstone Retaining Wall



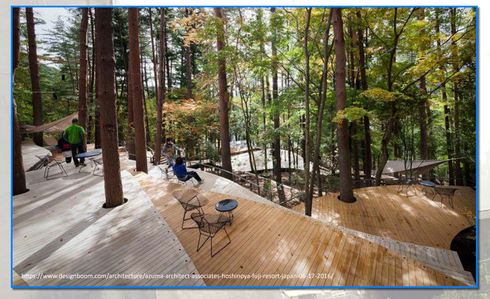
D Garden Terrace



E Bollards



F Forest Floor Enhancement



G Overlook



H PermaTrak on Helical Pile Foundation

DISCLAIMER: CONCEPTUAL ONLY, SUBJECT TO CHANGE BASED ON FURTHER DESIGN, ENGINEERING AND COST ESTIMATING.

THE CITY OF ALPHARETTA PUBLIC WORKS

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

Encore Greenway Park – Concept 3

0 20 40 80 FEET

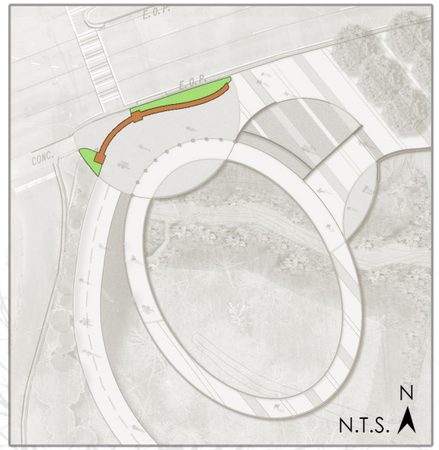
N

MAY 24, 2021

AECOM

ENCORE GREENWAY PARK
GATEWAY FEATURE





PLAN VIEW LOCATION

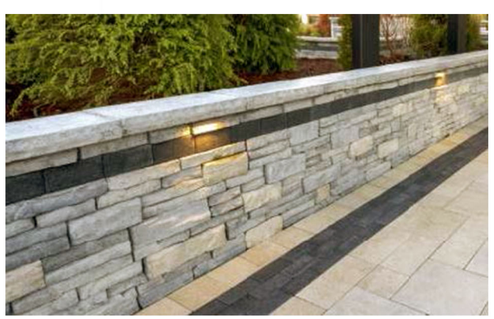
MATERIALS FROM NORTH POINT DESIGN GUIDELINES



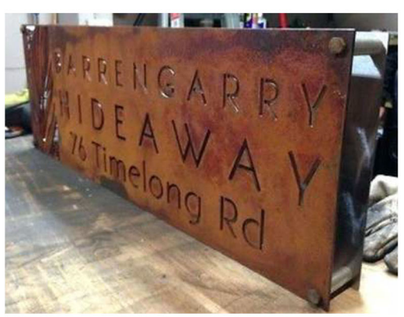
STACK STONE



COR-TEN STEEL



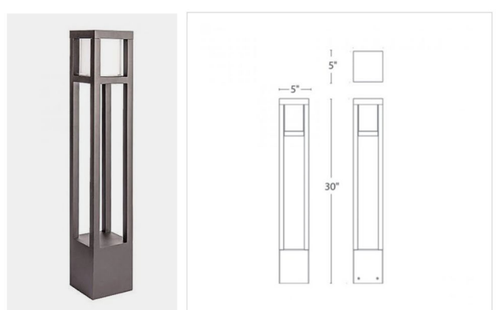
STACK STONE



COR-TEN STEEL



BOLLARDS



100% INVOICE

Mitigation Credit Broker

RES Aster, LLC
340 Commerce Blvd
Suite 304 A/B
Athens, GA 30606

CC: Chelsea Anderson, AECOM

Invoice Date: Jul 18, 2024
Invoice Number: SD-12035
Amount Due: $310,000.00
Credit Source(s): Soque River, ,

Description	Quantity	Cost per Credit	Total
Stream		$	$
Wetland	2.48	$125,000.00	$310,000.00
		Grand Total	**$310,000.00**

TERMS

Payment is due 30 days from invoice date. Pricing is not guaranteed beyond 30 days. The terms of this invoice replace and supercede any estimate previously provided. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the USACE. **We must obtain a copy of your approved USACE permit prior to completing the closing.**

Please send and make check payable to:

RES Aster, LLC
340 Commerce Blvd
Suite 304 A/B
Athens, GA 30606

If you have any questions or concerns about your invoice, please contact us directly.
Thank you,

RES Sales Team
GACredits@res.us
(706) 850-2171

100% Invoice

RES Aster, LLC
340 Commerce Blvd
Suite 304 A/B
Athens, GA 30606

CC: Chelsea Anderson, AECOM

Invoice Date: Jul 18, 2024
Invoice Number: SD-12033
Amount Due: $45,630.00
Credit Source(s): Wauka Mountain II, ,

Description	Quantity	Cost per Credit	Total
Stream	234.00	$195.00	$45,630.00
Wetland		$	$
		Grand Total	**$45,630.00**

TERMS

Payment is due 30 days from invoice date. Pricing is not guaranteed beyond 30 days. The terms of this invoice replace and supercede any estimate previously provided. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the USACE. **We must obtain a copy of your approved USACE permit prior to completing the closing.**

Payments are made via wire to RES Aster LLC. Please request our wiring instructions when you are ready to make payment.

If you have any questions or concerns about your invoice, please contact us directly.

Thank you,

RES Sales Team
GAcredits@res.us
(706) 850-2171