



# CITY COUNCIL MEETING & PUBLIC HEARING AUGUST 26, 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: Payroll Week**
5. **CONSENT AGENDA**
  - A. **Special Called City Council Meeting Minutes (Meeting of 8/19/2024)**  
*Consideration of approval of the City Council meeting minutes from the meeting of August 19, 2024.*
6. **WORK SESSION ITEMS**
  - A. **Short Term Rental**  
*City Council discussion of a potential short term rental ordinance. This item is for discussion purposes only and no formal action will be sought or taken.*
7. **PUBLIC HEARING**
  - A. **CU-24-09 Wills Park Vet**  
*Consideration of a conditional use to allow an 'Animal Hospital, Small Animal (Veterinarian)' on 8.24 acres in the Downtown. A conditional use is requested to allow 'Animal Hospital, Small Animal (Veterinarian)' for Wills Park Vet in the Alpharetta Crossing shopping center. The property is located at 11770 Haynes Bridge Road, Suite 703 & 704 and is legally described as being located in Land Lot 695, 1<sup>st</sup> District, 2<sup>nd</sup> Section, Fulton County, Georgia.*
  - B. **CU-24-11 Salons by JC Alpharetta Crossings**  
*Consideration of a conditional use to allow 'Spa Services' on 8.24 acres in the Downtown. A conditional use is requested to allow 'Spa Services' for Salons by JC in the Alpharetta Crossing shopping center. The property is located at 11770 Haynes Bridge Road, Suite 401 and is legally described as being located in Land Lot 695, 1<sup>st</sup> District, 2<sup>nd</sup> Section, Fulton County, Georgia.*
  - C. **Charter Amendment: Mayor and Council Member Salary**  
**FIRST READING**  
*Consideration of adoption of an ordinance to amend the Alpharetta City Charter; to increase the annual salary of the Mayor; to increase the annual salary of the members of the City Council; to provide for the annual adjustment of the salaries of the Mayor and members of the City Council; to include the provision of insurance, retirement, workers' compensation, and other employee benefits to the Mayor and members of the City Council; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.*
8. **NEW BUSINESS**
  - A. **Request For Qualifications 24-1003: Comprehensive Energy Conservation Program**  
*Consideration to award RFQ 24-1003 to McKinstry Inc. for Comprehensive Energy Conservation services and Facility Assessment services in an amount totaling \$189,647 and authorize the Mayor to execute all necessary documents.*
  - B. **Fiscal Year 2025 Task Order Funding Award: On-Call Storm Pipe Cleaning Services to Southern Hydro Vac**

*Consideration of approval to award funds in an amount not to exceed \$200,000 to Southern Hydro Vac for storm pipe cleaning services pursuant to the April 1, 2020, On-Call Storm Pipe Cleaning Contract by and between Southern Hydro Vac and the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.*

**C. Purchase Approval: Ten (10) Scott Air-Packs X3 Pro SCBA for Fire Personnel**

*Consideration of approval of the purchase of ten (10) Scott Air-Packs X3 Pro SCBA units in an amount not to exceed \$75,930.60 and with authorization for the Mayor to execute all necessary documents.*

**D. Text Amendments: The Code of the City of Alpharetta - Alcohol Ordinance**

**SECOND READING**

***The first reading of this item occurred during the August 19, 2024 City Council Meeting and Public Hearing.***

*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: City Code of the City of Alpharetta - Legal Organ**

**SECOND READING**

***The first reading of this item occurred during the August 19, 2024 City Council meeting and public hearing.***

*Consideration 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.*

**F. Change Order: 24-106 Artificial Turf Field Replacement Contract**

*Consideration of Change Order to Contract 24-106 Miracle League Artificial Field Replacement and with authorization for the Mayor to execute all necessary documents.*

- 9. PUBLIC COMMENT
- 10. REPORTS
- 11. EXECUTIVE SESSION (IF NECESSARY)
- 12. ADJOURNMENT





**A PROCLAMATION  
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA**

**“National Payroll Week: September 2-6, 2024”**

- WHEREAS:** Nearly 150 million people work in the United States and over 485 of those work for the City of Alpharetta. National Payroll week pays tribute to our payroll professionals who support all of us by paying wages, reporting worker earnings, and withholding federal employment taxes; and
- WHEREAS:** Payroll professionals in the City of Alpharetta play a key role in maintaining the economic health of Alpharetta, carrying out necessary and diverse tasks, like paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting, and depositing; and
- WHEREAS:** Payroll departments collectively spend more than \$2.4 trillion annually all while complying with a myriad of federal and state wage and tax laws; and
- WHEREAS:** Payroll professionals are proactive in educating both the business community and individual employees about the payroll tax withholding systems; and
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta do hereby proclaim the week of September 2-6 as “National Payroll Week” and appreciate the efforts of the payroll professionals who work in the City of Alpharetta.
- SO PROCLAIMED:** This 26<sup>th</sup> day of August 2024, by the Mayor and City Council of the City of Alpharetta, Georgia.

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**Jim Gilvin**  
Mayor of the City of Alpharetta

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**Lauren Shapiro**  
City Clerk for the City of Alpharetta



# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: August 26, 2024

## AGENDA ITEM:

### Special Called City Council Meeting Minutes (Meeting of 8/19/2024)

*Consideration of approval of the City Council meeting minutes from the meeting of August 19, 2024.*

## STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the August 19, 2024 Special Called City Council Meeting at 5:00 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:**

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

## EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the Special Called City Council meeting on August 19, 2024 at 5:00 pm.

## ALTERNATIVES:

## ATTACHMENTS:

1. SC CC Minutes 8.19.2024



# Special Called City Council Meeting AUGUST 19, 2024

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 5:00 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 5:00 p.m.

## 2. ROLL CALL

### • Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Brian Will
- Fergal M. Brady
- Donald F. Mitchell
- John Hipes
- Douglas J. DeRito

### • 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

### 3. PLEDGE TO THE FLAG

- Mayor Gilvin announced that the Work Session item would be presented and discussed before the recess to executive session. There was no objections from Council.

### 4. WORK SESSION ITEMS

#### A. Downtown Parking Management Update

*City Council discussion of the future process and phases of downtown parking management. This item is for discussion purposes only and no formal action will be sought or taken.*

- City Administrator, Chris Lagerbloom, came forward to present this item.

#### CITY COUNCIL DISCUSSION

- Council Member Hipes asked if the city has sufficient parking for now and the future. He would like to the vendor to provide unfiltered feedback / raw data that they receive from the community, not just a summary of feedback.
- Council Member Will asked if this would be a revenue generating item for our city, what the \$53,000 assessment would include, and if any other cities of our size have implemented Pivot Parking.
- Council Member DeRito shared that he is not going to be ready to vote on this by next Monday and would like to have a discussion on how to address delivery of goods to downtown businesses.
- Mayor Gilvin shared that the city did an assessment six (6) years ago and does not want to drag this out any further but wants to provide clarity to those on council who may have questions.
  - City Administrator Lagerbloom shared that we are not awarding anything for implementing a parking solution at this time, and a future approval would be for a study of the downtown.
- Council Member Mitchell shared that parking solutions have been discussed for six (6) or more years, and he would like to hear from Pivot Parking on what they have done in other cities.
  - Gary Means (Pivot Parking) came forward to share a little about their process in creating such an assessment (surveys, driving around with cameras, watching deliveries, gauging how long individuals are parking). He also shared that a third-party non-operator, consultant has and will likely provide feedback for such an assessment.
- Council Member Brady shared that he also has an expectation that this parking report should provide non-biased feedback from the community.

### 5. EXECUTIVE SESSION

- ❖ Council Member Hipes offered a motion to recess to Executive Session for the purposes of personnel.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 5:58 p.m.
- ❖ Council Member Hipes offered a motion to reconvene the meeting.
  - Council Member Will seconded the motion.
  - The motion was approved unanimously (7-0).
- Mayor Gilvin reconvened the meeting at 6:32 p.m.

## 6. WORK SESSION ITEMS

### A. Short Term Rental

*City Council discussion of a potential short term rental ordinance. This item is for discussion purposes only and no formal action will be sought or taken.*

- Due to timing constraints, this item was not discussed or presented to Council.

## 7. ADJOURNMENT

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 6:32 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



# STAFF REPORT

Department: Community & Economic Development  
Submitted By: Molly Esswein  
Meeting Date: August 26, 2024

## AGENDA ITEM:

### Short Term Rental

*City Council discussion of a potential short term rental ordinance. This item is for discussion purposes only and no formal action will be sought or taken.*

## STAFF RECOMMENDATION:

This item is for discussion purposes only and no formal action will be sought or taken.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

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

## EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

This item is to provide an update on short term rental regulation progress. Staff, in coordination with the City Attorney, held a public comment meeting last year in order to hear concerns from the public regarding short term rentals. Mayor and City Council previously discussed this item during a work session on July 15, 2024.

## ALTERNATIVES:

## ATTACHMENTS:

1. Short Term Rentals Work Session Presentation





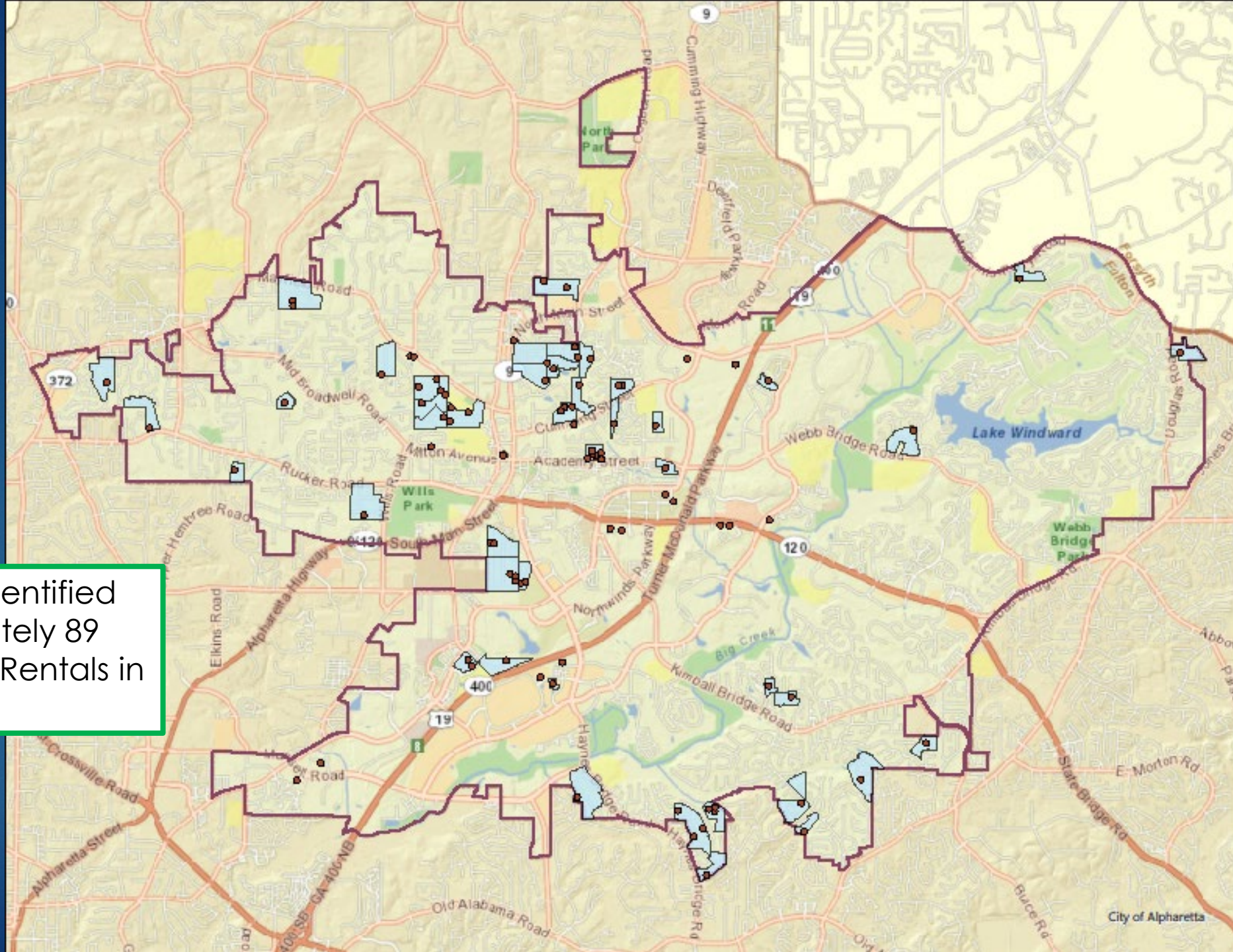
# Short-Term Rentals

ALPHARETTA CITY COUNCIL

AUGUST 19, 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 criteria 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”
  - ▶ 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 Revisions to the UDC

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



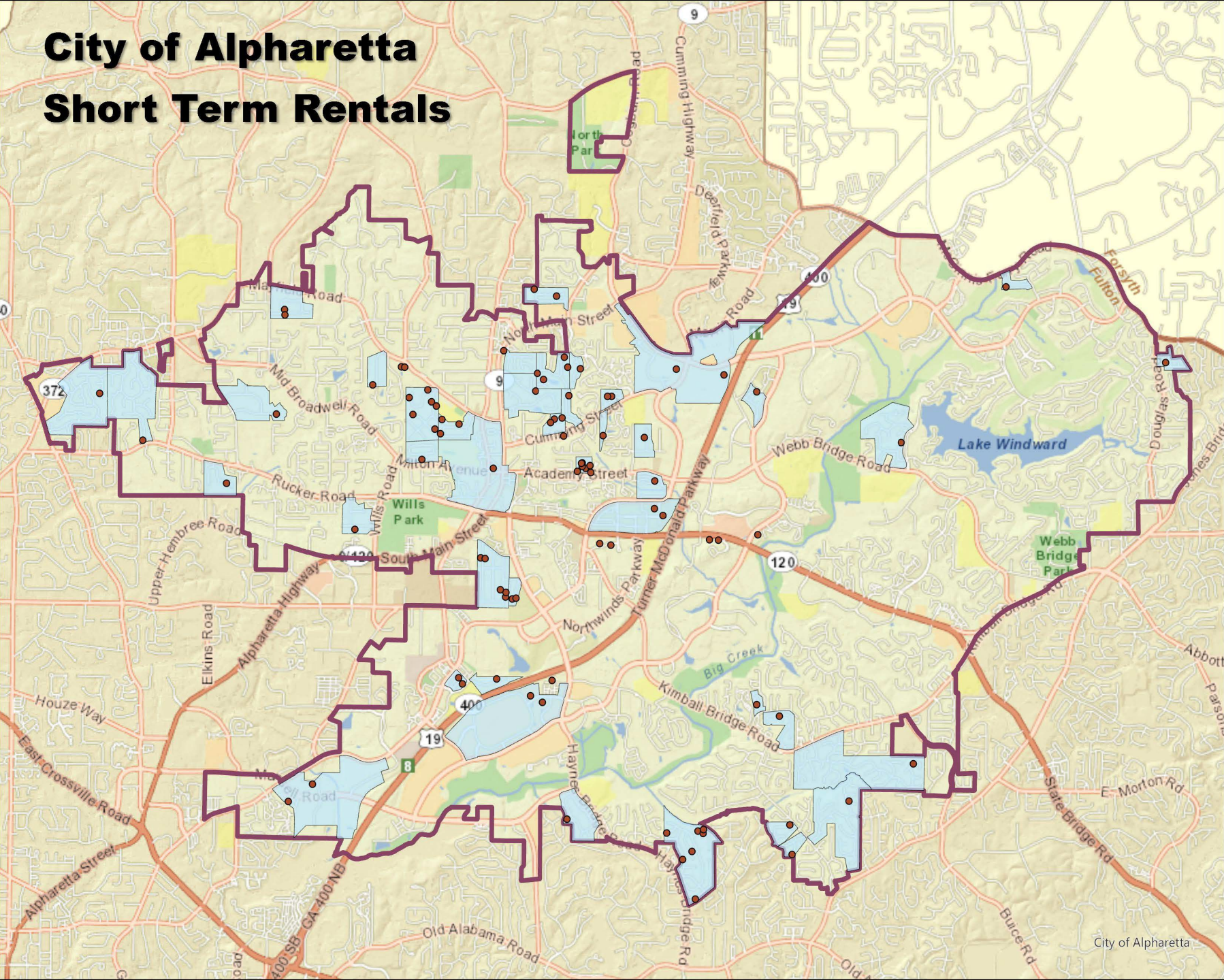
# Short-term Rentals

- ▶ There are approximately 295 properties classified as residential that are not in a subdivision of record
- ▶ Staff has identified six (6) subdivisions that currently exceed the proposed 5% rental cap



# City of Alpharetta

## Short Term Rentals



| Subdivision                | # STRs | Total Lots | % STR |
|----------------------------|--------|------------|-------|
| Village Green              | 7      | 52         | 13.5% |
| Jackson Lake               | 4      | 58         | 6.9%  |
| Coldridge Forest           | 8      | 118        | 6.8%  |
| Milton Estates             | 6      | 94         | 6.4%  |
| Dania Hills                | 1      | 17         | 5.9%  |
| Meadow Brook Hills         | 3      | 57         | 5.3%  |
| Henderson Village          | 1      | 22         | 4.5%  |
| Crabapple Trace            | 2      | 50         | 4.0%  |
| Hillcrest                  | 1      | 28         | 3.6%  |
| Vantage Point              | 2      | 56         | 3.6%  |
| Alpha Park                 | 5      | 141        | 3.5%  |
| Sterling Heights           | 1      | 31         | 3.2%  |
| Wood Brooke East           | 1      | 34         | 2.9%  |
| Crabapple Chase            | 1      | 35         | 2.9%  |
| Eastwood                   | 1      | 37         | 2.7%  |
| Milton Manor               | 1      | 41         | 2.4%  |
| Woodbrooke                 | 1      | 41         | 2.4%  |
| Westwood Park              | 2      | 88         | 2.3%  |
| Gatewood                   | 2      | 92         | 2.2%  |
| Selbridge Mill             | 1      | 47         | 2.1%  |
| Arrowood                   | 1      | 48         | 2.1%  |
| Calumet                    | 1      | 48         | 2.1%  |
| Charlotte Estates          | 1      | 48         | 2.1%  |
| Dunmoor                    | 1      | 52         | 1.9%  |
| Berkshire Manor            | 6      | 329        | 1.8%  |
| Planters Ridge             | 2      | 124        | 1.6%  |
| Winthrop Park              | 1      | 72         | 1.4%  |
| Summerfield                | 1      | 77         | 1.3%  |
| Kimball Point              | 1      | 81         | 1.2%  |
| The Artisan                | 1      | 94         | 1.1%  |
| Preserve at North Pointe   | 1      | 112        | 0.9%  |
| Bluffs                     | 1      | 136        | 0.7%  |
| Mannings Ridge             | 1      | 151        | 0.7%  |
| Caravelle at Windward Park | 1      | 187        | 0.5%  |
| Woodlands at Webb Bridge   | 1      | 209        | 0.5%  |
| Northfarm                  | 1      | 251        | 0.4%  |
| Tuxford                    | 1      | 375        | 0.3%  |



# 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

- ▶ 1<sup>st</sup> violation: fine up to \$250 and a warning
- ▶ 2<sup>nd</sup> violation: fine up to \$500 and a license suspension between 30 and 90 days
- ▶ 3<sup>rd</sup> 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.



# CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: August 26, 2024

## AGENDA ITEM: CU-24-09 WILLS PARK VET

The applicant, AcharaVet, is requesting a conditional use to allow an 'Animal Hospital, Small Animals' for Wills Park Vet in a 3,600 square foot suite within an existing shopping center in the Downtown. The subject property is located at 11770 Haynes Bridge Road, Suites 703 & 704 in the Alpharetta Crossing shopping center.

This item was considered at the August 1, 2024 Planning Commission meeting. There was one (1) public comment in support of the request. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

## STAFF RECOMMENDATION:

Approve CU-24-09 Wills Park Vet, subject to the following conditions:

1. 'Animal Hospital, Small Animals' shall be added as a conditional use at 11770 Haynes Bridge Road, Suites 703 & 704 and limited to no more than 3,600 square feet.
2. Conditional use approval shall be limited to Wills Park Vet; no additional 'Animal Hospital, Small Animals' businesses or subleasing shall be permitted in the approved space.
3. Business shall be permitted to operate Monday – Saturday 7:30 AM – 5:30 PM.
4. Boarding of animals is limited to short-term care incidental to the hospital use.
5. A pet waste station with waste bags and trash shall be installed in the landscape area near the front door of the suite. The applicant shall be responsible to maintain the pet relief area and waste station, including daily removal of trash and regular cleaning and replenishing of waste bags.
6. As submitted by the applicant, interior tenant improvements shall include noise attenuation measures, as approved by Staff.
7. Mobile resources supporting the business, such as a mobile MRI or X-ray, shall not be visible from the public right-of-way.

## ITEM DESCRIPTION:

The submitted request, if approved, would allow the applicant to operate a 'Animal Hospital, Small Animal' use in a 3,600 square foot suite within an existing shopping center. A conditional use is requested to allow 'Animal Hospital, Small Animal' for Wills Park Vet. The subject property is located at 11770 Haynes Bridge Road, Suites 703 & 704 in the Alpharetta Crossing shopping center.

The property is zoned C-2 (General Commercial). Surrounding properties are zoned C-2 to the north, east and west, DT-MU (Downtown Mixed-Use) to the south, and O-I (Office-Institutional) and R-4A (Dwelling, 'For-Sale', Attached Residential) to the east. Haynes Park and an undeveloped office property are located to the east, Mammoth Car Wash, Country Place Animal Hospital, a gas station and Regions Bank are located to the north, Dogwood Square is located to the west, and the Maxwell is located to the south.

Alpharetta Crossing shopping center is a 9.8-acre property developed with a one (1) story, 96,544 square foot retail shopping center. A variety of businesses operate in the center, including



Urban Hardware, Bagel Boys, The UPS Store, Chau's Alterations, and AJ's Home Cooking. The applicant's business is proposed in Suites 703 & 704 of the shopping center.

UDC Section 1.4.2 defines 'Animal Hospital, Small Animals' as, "A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use." The use is permitted by-right in the LI (Light Industrial) district and as a conditional use in the AG (Agriculture), CUP (Community Unit Plan), C-1 (Neighborhood Commercial), C-2 (General Commercial), O-I (Office-Institutional) and PSC (Planned Shopping Center) districts.

Wills Park Vet is a new general practice veterinary clinic providing services to small animals, such as cats and dogs. The business will not provide boarding services and overnight stays will be limited to pets under observation after surgery or other treatment. Hours of operation will be Monday – Friday from 7:30 AM to 5:30 PM and some Saturdays within the same timeframe. The applicant estimates the business will have six (6) to seven (7) employees. Noise attenuation measures are proposed within the proposed suite. In addition, a pet waste station is recommended near the storefront and animal hospital staff should provide routine maintenance of the waste station, including replenishing waste bags and daily trash removal. Wills Park Vet staff and customers will also have access to a pet relief area at the back of the building. The area will be maintained by the business's staff.

As shown in the table below, there are ten (10) animal hospitals operating in the City. The applicant's business would be approximately 0.14 miles away from the nearest animal hospital, which is Country Place Animal Hospital.

#### **Animal Hospitals Located in the City**

| <b>Project Name</b>                         | <b>Address</b>                   | <b>Zoning</b> |
|---------------------------------------------|----------------------------------|---------------|
| Alpharetta Animal Hospital                  | 80 Milton Ave                    | C-2           |
| North Main Animal Hospital                  | 562 North Main St                | C-2           |
| Paw Patch Animal Clinic                     | 1150 Upper Hembree Rd            | C-1           |
| Webb Bridge Animal Hospital                 | 3953 Webb Bridge Rd              | AG            |
| Country Place Animal Hospital               | 2165 Old Milton Pkwy             | C-2           |
| EasyVet Clinic                              | 12850 Alpharetta Hwy, Ste 2200   | C-2           |
| Veterinary Emergency Group                  | 2725 Old Milton Pkwy, Ste A      | O-I           |
| Edgewater Animal Hospital                   | 6195 Windward Parkway, Suite 109 | CUP           |
| Alpharetta Veterinary Specialty & Emergency | 3100 Royal Boulevard South       | O-I           |
| PetSmart Veterinary Services                | 6370 North Point Parkway         | PSC           |

#### **TRAFFIC**

Staff estimates that the 3,600 square foot animal hospital would generate thirteen (13) AM Peak Hour trips and thirteen (13) PM Peak Hour trips.

#### **CONDITIONAL USE REVIEW CRITERIA**

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

A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to

the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

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

*Response: Alpharetta Crossing shopping center was developed in compliance with site access development standards with access from Old Milton Parkway and Haynes Bridge Road. The use would not have significant impacts on vehicular and pedestrian access.*

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

*Response: The property is in compliance with regard to refuse areas, loading and service areas, off-street parking, and buffers and screening.*

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

*Response: The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated along commercial corridors.*

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

*Response: Not applicable.*

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

*Response: The proposed use would be compatible with the surrounding uses and other locations for this business, which are similarly situated along commercial corridors.*

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

*Response: The proposed use would be compatible with the surrounding uses and other locations for this business, which are similarly situated along commercial corridors.*

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

*Response: The nearest animal hospital is located approximately 0.14-miles to the north at the Country Place Animal Hospital. There does not appear to be any conflicting uses in the immediate vicinity.*

## **CONCURRENCES**

Staff has reviewed the applicant's proposal against the review criteria for a conditional use. The proposed use would be compatible with surrounding uses and other locations for this business



type, which are similarly situated along commercial corridors. If approved, it is recommended that conditions be established that regulate and limit any expansion of the business.

**CITIZEN PARTICIPATION PLAN**

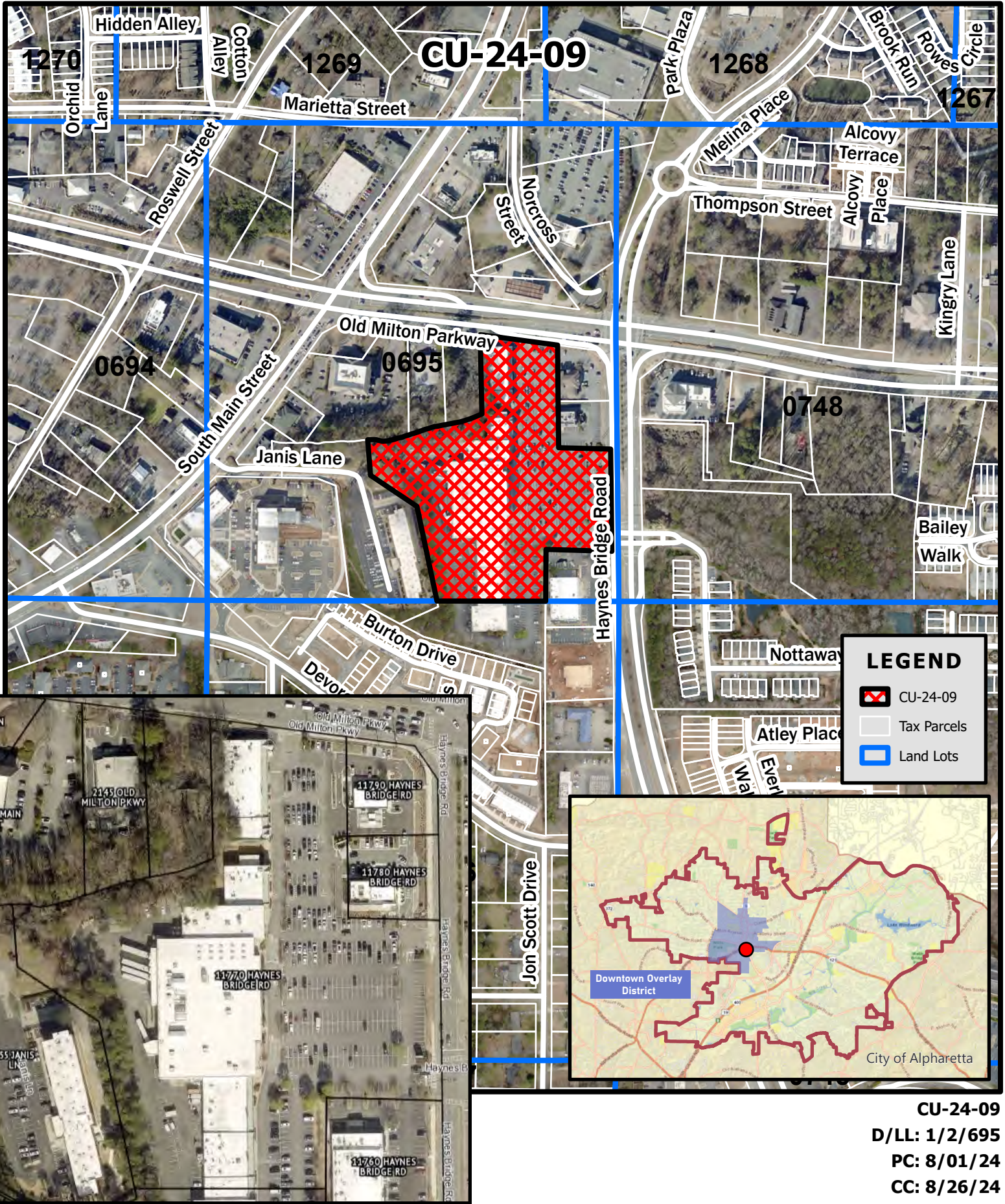
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that six (6) emails were received with five (5) in support and one (1) asking if there would be outdoor boarding that would create noise. The applicant responded that there would not be outdoor boarding.

**COMMUNITY ZONING INFORMATION MEETING**

The CZIM was held on July 10, 2024. There was one (1) comment in support of the request.

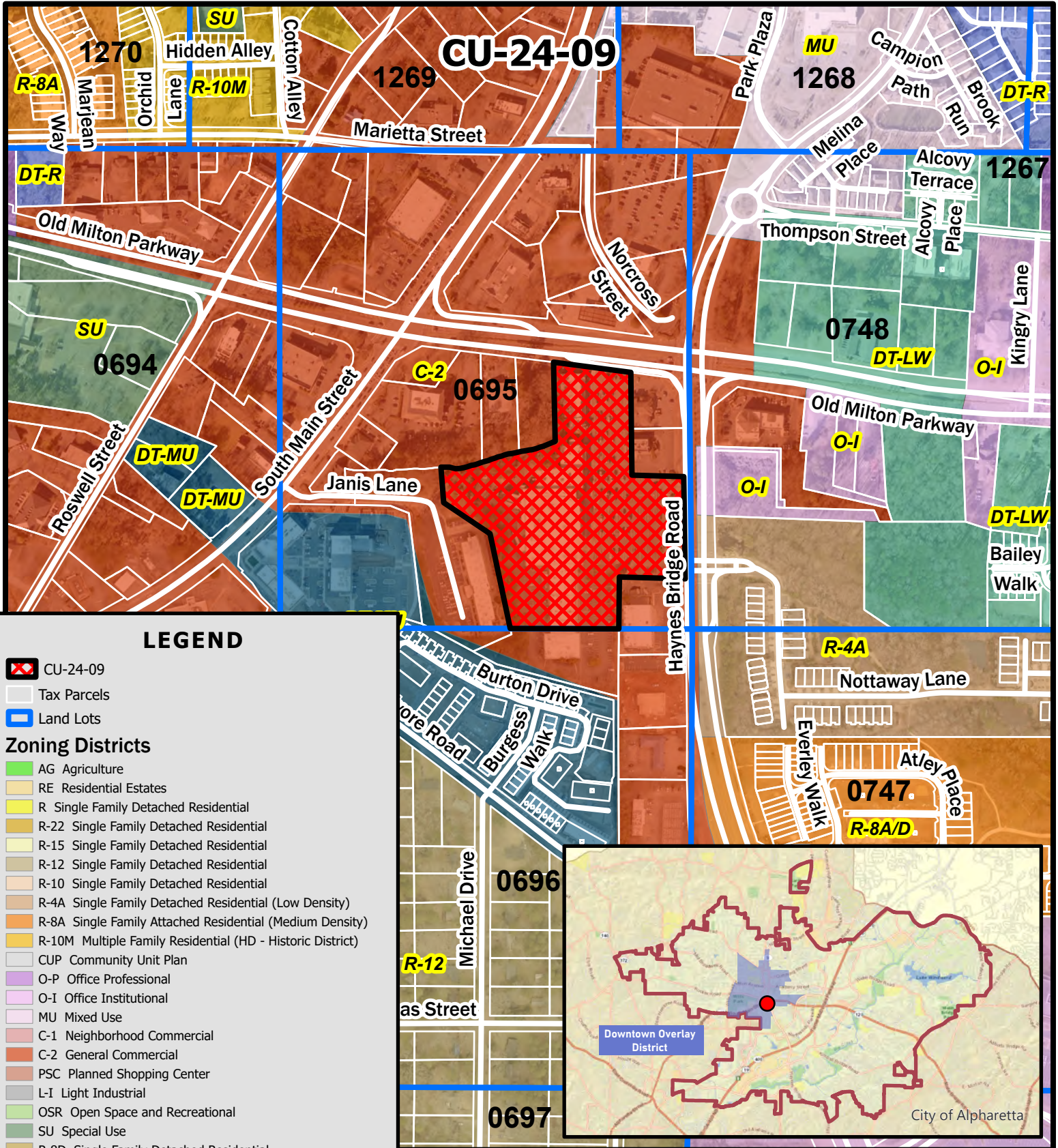
| ATTACHMENTS:                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Aerial Map</li><li>• Zoning Map</li><li>• Future Land Use Map</li><li>• Location Map</li><li>• Site Plan</li><li>• CZIM</li><li>• Citizen Part B</li><li>• Application</li></ul> |





**CU-24-09**  
**D/LL: 1/2/695**  
**PC: 8/01/24**  
**CC: 8/26/24**





## LEGEND

CU-24-09

Tax Parcels

Land Lots

### Zoning Districts

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

**CU-24-09**

**D/LL: 1/2/695**

**PC: 8/01/24**

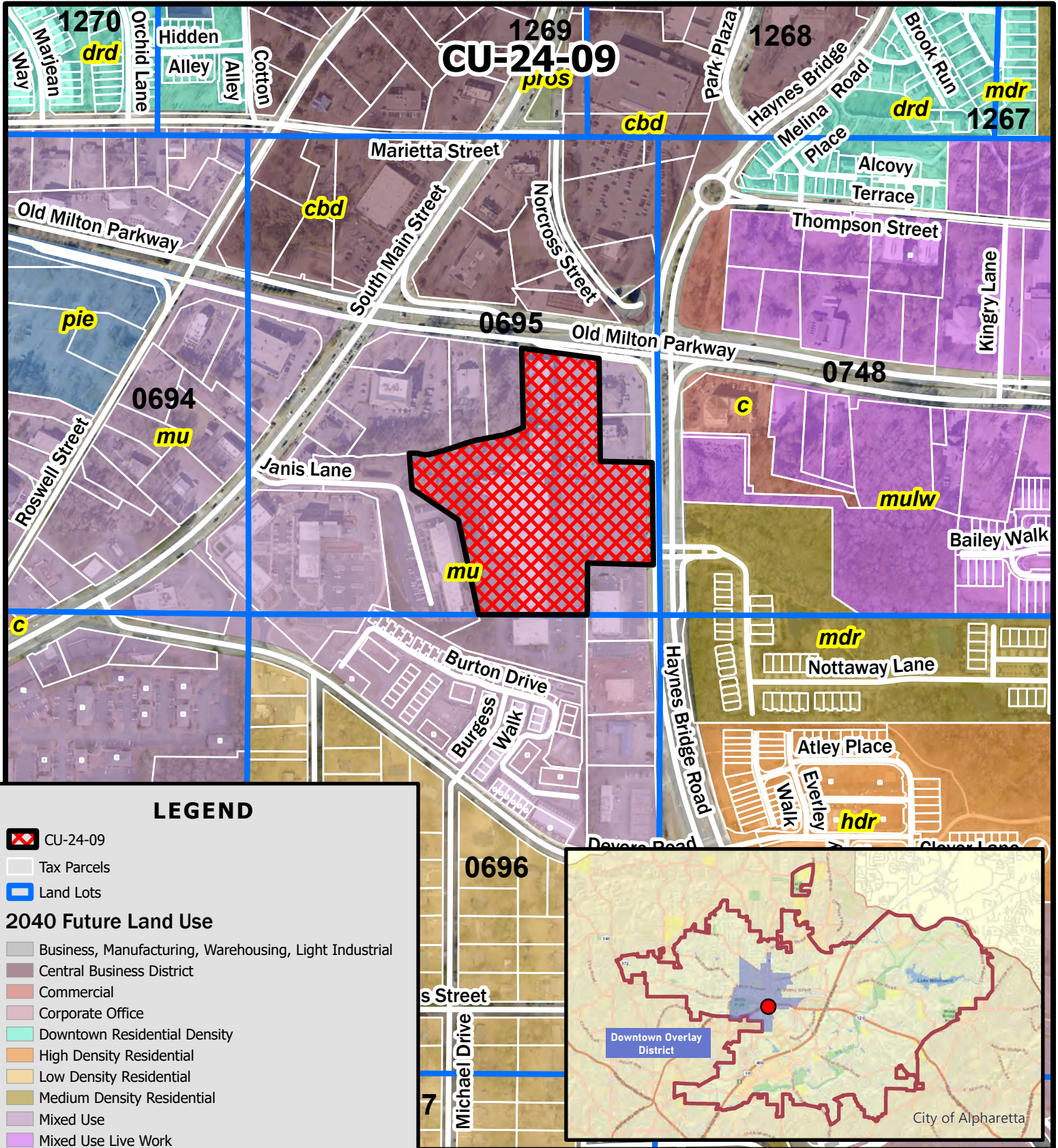
**CC: 8/26/24**



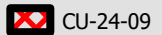
**Zoning Map**  
**Will's Park Vet**  
**11770 Haynes Bridge Road**

Location Map Provided by:  
 Community Development - GIS  
 Page 32 of 262





## LEGEND



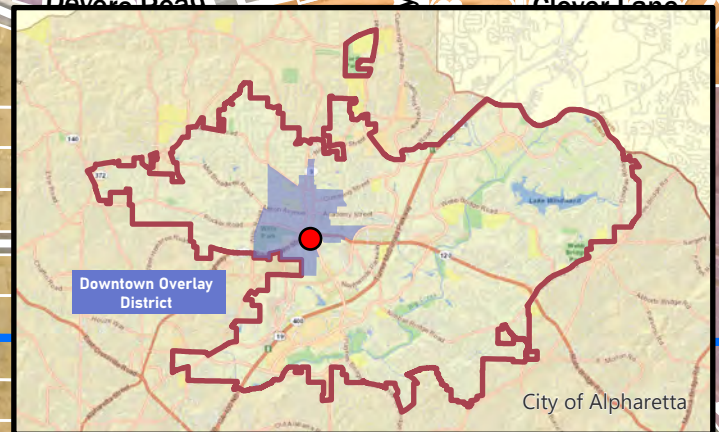
CU-24-09

Tax Parcels

Land Lots

## 2040 Future Land Use

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



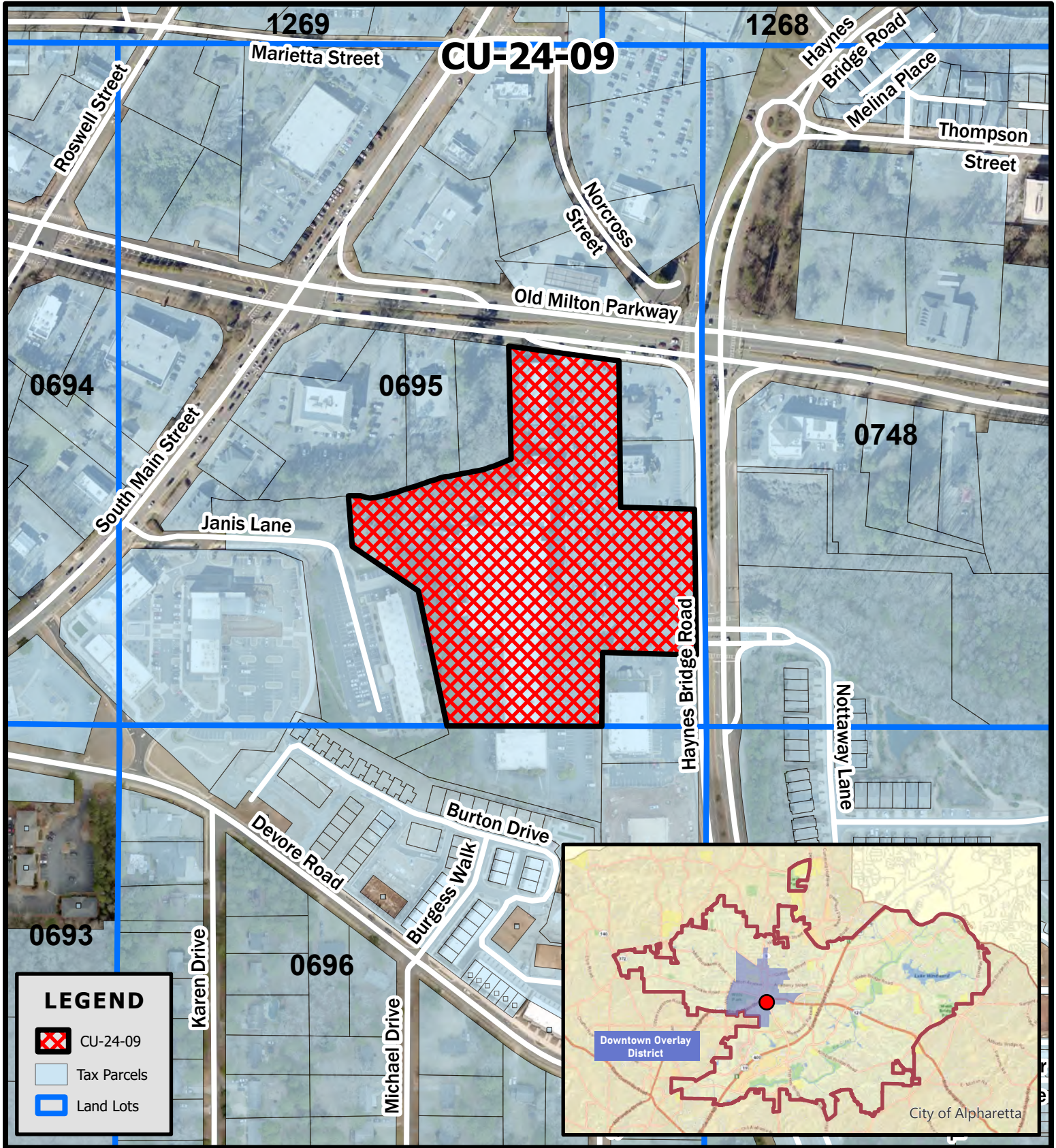
**CU-24-09**

**D/LL: 1/2/695**

**PC: 8/01/24**

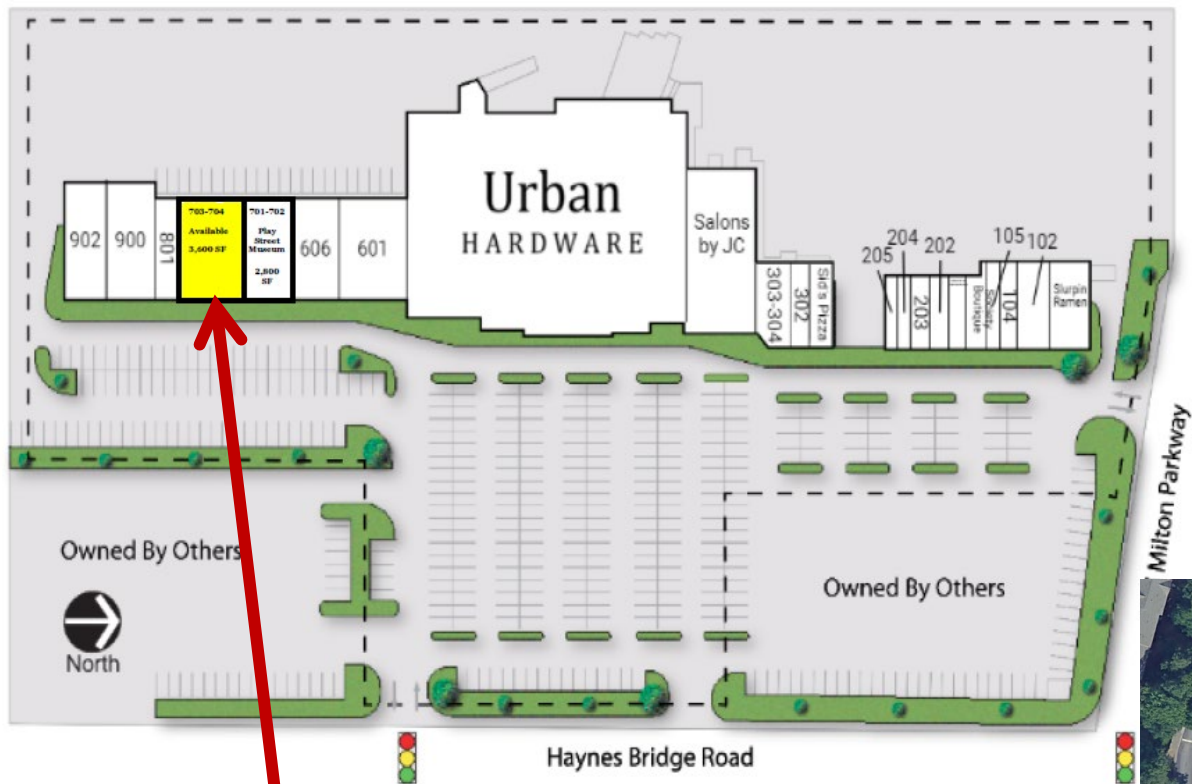
**CC: 8/26/24**





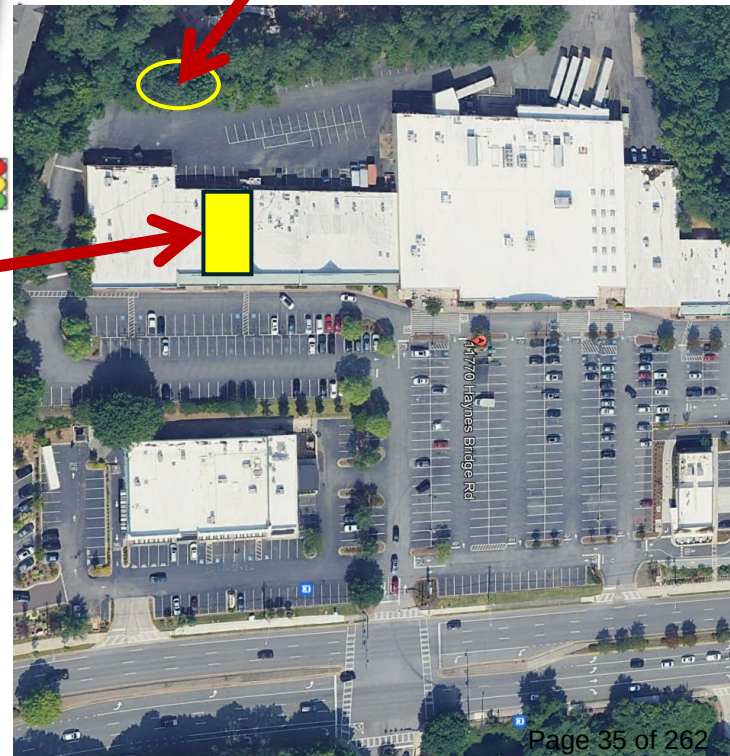
**CU-24-09**  
**D/LL: 1/2/695**  
**PC: 8/01/24**  
**CC: 8/26/24**





Pet relief area

Premises (#703 and 704)





# Community Zoning Information Meeting (CZIM)

July 10, 2024

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

CU-24-09 / Wills Park Vet

| NAME              | ADDRESS                                   | COMMENTS                                     |
|-------------------|-------------------------------------------|----------------------------------------------|
| David<br>Campbell | 13685 Brittle Rd<br>Alpharetta, Ga. 30004 | Excellent addition to the<br>Neighborhood!!! |
|                   |                                           |                                              |
|                   |                                           |                                              |
|                   |                                           |                                              |
|                   |                                           |                                              |
|                   |                                           |                                              |

## 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: CU-24-09 Wills Park Vet

Contact Name: Stanford Bell

Telephone: (801) 884-9044

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.

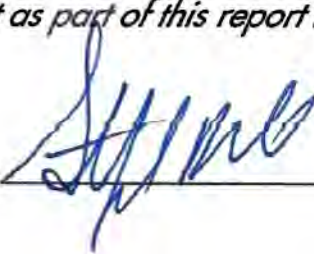
We received six emails regarding our veterinary clinic. Five of them support the project and Dr. Drew Keller, the veterinarian going into the space. The other email asked if we were going to provide any outdoor boarding for dogs that would create noise. We responded that there is no outdoor boarding and noise should not be a concern. See the attached emails.

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.*

- |                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits              |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                |
| <input type="checkbox"/> Email             | <input type="checkbox"/> 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: July 1, 2024

Print Form



FEUERHERM WAYNE BENTLEY & NICOLE  
107 NOTTAWAY LN  
ALPHARETTA GA 30009

JANUS PAUL S & KARIN L  
109 NOTTAWAY LANE  
ALPHARETTA GA 30009

REMMES ROBERT J & MARY L  
111 NOTTAWAY LANE  
ALPHARETTA GA 30009

KHANG STELLA ET AL  
113 NOTTAWAY LANE  
ALPHARETTA GA 30009

TPG MAXWELL LLC  
11340 LAKEFIELD DR STE 250  
DULUTH GA 30097

BAILEY JAMES R & BAILEY MARY M  
115 NOTTAWAY LANE  
ALPHARETTA GA 30009

WARREN THEODORE JAMES & LOUISE  
117 NOTTAWAY LANE  
ALPHARETTA GA 30009

JOHNSON GREAG & JOHNSON LYNN  
PAULETTE BECKMAN  
119 NOTTAWAY LANE  
ALPHARETTA GA 30009

FINEIS JAMES L & BAILEY ELLEN J  
120 NOTTAWAY LN  
ALPHARETTA GA 30009

VENKATA ARUN KUMAR DEVARAKONDA  
& KUMAR REVATHI ARUN  
121 DEVORE RD  
ALPHARETTA GA 30009

GOLIAS DAVID J  
121 NOTTAWAY LANE  
ALPHARETTA GA 30009

HATCH TIMOTHY & WIELAND LISA  
122 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG TAYLOR BRIGGS  
123 DEVORE RD  
ALPHARETTA GA 30009

OU YI-CHUNG & CHUO YUN-FANG  
123 NOTTAWAY LN  
ALPHARETTA GA 30009

MC BETH LAIRD G & JOHANNA V  
124 NOTTAWAY LN  
ALPHARETTA GA 30009-2284

HITES KAREN & JOHN  
125 DEVORE RD  
ALPHARETTA GA 30009

VOEGELI KATHERINE TREADWAY  
126 NOTTAWAY LN  
ALPHARETTA GA 30009

FAHEY FRANK R JR & AMY E  
128 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG BRIAN  
129 DEVORE RD  
ALPHARETTA GA 30009

BERRY CAROL  
131 DEVORE RD  
ALPHARETTA GA 30009

ESTRADA CARLOS  
133 DEVORE RD  
ALPHARETTA GA 30009

MACHLEIT LYNN M  
135 DEVORE RD UNIT 207  
ALPHARETTA GA 30009

MULKEY LAWRENCE W  
13630 BIRMINGHAM HWY  
ALPHARETTA GA 30004

MC GRETY THOMAS  
137 DEVORE RD  
ALPHARETTA GA 30009

MAINSTREET PORTFOLIO LLC  
13913 TREE LOFT RD  
ALPHARETTA GA 30004

STONEWALK ALPHA III LLC  
140 BLACKLAND CT E  
MARIETTA GA 30067

MILES MICHAEL  
141 DEVORE RD  
ALPHARETTA GA 30009

KJM HOLDINGS LLC  
1418 DRESDEN DR #220  
ATLANTA GA 30319

HALES JOSEPH MARK  
143 DEVORE RD UNIT 402  
ALPHARETTA GA 30009

TUCK DALE AUSTIN & TUCK CHARLENE  
14480 MORNING MOUNTAIN WAY  
ALPHARETTA GA 30004

PARADIS MARY L  
145 DEVORE RD UNIT 403  
ALPHARETTA GA 30009

SIEGEL BLAKE  
147 DEVORE RD  
ALPHARETTA GA 30009

WILLARD KARRIE WHITEHEAD  
149 DEVORE RD UNIT 405  
ALPHARETTA GA 30009

HORNYAK JOLIE & HORNYAK STEVE  
151 DEVORE RD  
ALPHARETTA GA 30009

PARK PLAZA PARTNERS LLC  
15144 TAYLOR RD  
ALPHARETTA GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
MILTON GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
ALPHARETTA GA 30004

GRBK DEVORE LLC  
175 DEVORE RD  
ALPHARETTA GA 30009

C S H F OF GA INC  
1800 CENTURY BLVD NE  
ATLANTA GA 30345

CITY OF ALPHARETTA  
2 SOUTH MAIN ST # 19  
ALPHARETTA GA 30004

HJORT EMILY & PETER  
201 NOTTAWAY LANE  
ALPHARETTA GA 30009

FREDO JILL A  
203 NOTTAWAY LANE  
ALPHARETTA GA 30009

O BRIEN MICHELLE  
205 NOTTAWAY LANE  
ALPHARETTA GA 30009

DAMERON JULIA  
207 NOTTAWAY LANE  
ALPHARETTA GA 30009

OH PHILLIP J & GEORGE  
209 NOTTAWAY LANE  
ALPHARETTA GA 30009

KIMBELL KEVIN & LAURIE  
210 BURGESS WALK  
ALPHARETTA GA 30009

BAIR GINA  
211 NOTTAWAY DR  
ALPHARETTA GA 30009

NEW MAMMOTH DETAIL SALON INC  
2145 OLD MILTON PKWY  
ALPHARETTA GA 30004

TAYLOR HAROLD T  
2165 OLD MILTON PKWY  
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC  
2300 BETHELVIEW RD STE 110-329  
CUMMING GA 30040

STRS OHIO GA REAL  
ESTATE INVESTMENTS LLC  
275 EAST BROAD ST  
COLUMBUS OH 43215

WHITNEY BRIAN  
300 NOTTAWAY LANE  
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA  
301 BURGESS WALK  
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN  
303 BURGESS WALK  
ALPHARETTA GA 30009

OMOTAYO OLUSOLA  
304 BURGESS WALK  
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK  
305 BURGESS WALK  
ALPHARETTA GA 30009

STOUT LOUIS B & TAMARA  
306 BURGESS WALK  
ALPHARETTA GA 30009

HILL BRANDON SR & LATRESSAREE  
307 BURGESS WALK  
ALPHARETTA GA 30009

CLARK TRUST THE  
309 BURGESS WALK  
ALPHARETTA GA 30009

GOLD JOHN L JR  
311 BURGESS WALK  
ALPHARETTA GA 30009



DUFFY CHRISTOPHER F  
312 BURGESS WALK  
ALPHARETTA GA 30009

TOKMAKCI MEHMET P  
3127 LENOX RD NE APT 5  
ATLANTA GA 30324

BURGESS TIA L & CEDRIC  
314 BURGESS WALK  
ALPHARETTA GA 30009

ZAINA PROPERTIES LLC  
314 KENT VALLEY CIR  
TUCKER GA 30084

BURD KIMBERLY WATKINS  
315 BURGESS WALK  
ALPHARETTA GA 30009

SHERRY DAVID M & SHERRY ANNA  
316 BURGESS WALK  
ALPHARETTA GA 30009

RASORI PAUL & LEAH K  
317 BURGESS WALK  
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA  
319 BURGESS WALK  
ALPHARETTA GA 30009

GUVEN KERIMAN  
3396 CARVERTON LANE  
ALPHARETTA GA 30022

DALTEX ALPHARETTA LLC  
3715 NORTHSIDE PKWY  
ATLANTA GA 30327

STONEWALK ALPHA II LLC  
3847 RIVER VISTA WAY  
LOUISVILLE TN 37777

MALHOTRA VISHAL & ZINKI  
3970 GRIFFIN TRAIL WAY  
CUMMING GA 30041

CHAN TIN & ENG DANNY  
3975 OLD MILTON PKWY # S 1  
ALPHARETTA GA 30005

DEGERTEKIN FAHRETTIN LEVENT &  
DEGERTEKIN MINE HATUN HASHAS  
4091 PARAN POINTE DR NW  
ATLANTA GA 30327

RANIER RETIREMENT TRUST THE  
431 BURTON DR  
ALPHARETTA GA 30009

LOOFT KORINA  
433 BURTON DR  
ALPHARETTA GA 30009

RAPAPORT IAN  
435 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
438 BURTON DR  
ALPHARETTA GA 30009

LENT ERIC CHRISTOPHER  
440 BURTON DR  
ALPHARETTA GA 30009

MARTIN CHRISTOPHER & MARISSA  
442 BURTON DR  
ALPHARETTA GA 30009

KIM HYE JIN  
443 BURTON DR  
ALPHARETTA GA 30009

REESE ANGELA NADINE & FOX MARY A  
444 BURTON DR  
ALPHARETTA GA 30009

DRUMMOND TRYSTAN WANYE &  
DRUMMOND ALIXANDRIA GRACE  
445 BURTON DR  
ALPHARETTA GA 30009

YI WONCHOL & NAMESONG KIM  
446 BURTON DR  
ALPHARETTA GA 30009

ZENG XI  
447 BURTON DR  
ALPHARETTA GA 30009

MARINICH ROBERT C  
448 BURTON DR  
ALPHARETTA GA 30009

ZEDELL KARL F JR  
449 BURTON DR  
ALPHARETTA GA 30009

NYSENBAUM ROBERT & JENNYLYN  
451 BURTON DR  
ALPHARETTA GA 30009

DICKERSON KARMBALA ANDREA  
453 BURTON DR  
ALPHARETTA GA 30009

EIBLER JAY & KATHRYN  
455 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
457 BURTON DR  
ALPHARETTA GA 30009

SMITH KENNETH H & SHERRI  
459 BURTON DR  
ALPHARETTA GA 30009

TURNER WESLEY B  
461 BURTON DR  
ALPHARETTA GA 30009

MC LAUGHIN STEPHEN & GAIL  
463 BURTON DR  
ALPHARETTA GA 30009

MILLER SUE B  
465 BURTON DR  
ALPHARETTA GA 30009

HOPEY MARCIE  
468 BURTON DR  
DULUTH GA 30097

CARLETON GARY  
469 BURTON DR  
ALPHARETTA GA 30009

SHERRY LEE ANN &  
SHERRY DAVID KEVIN JR  
470 BURTON DR  
ALPHARETTA GA 30009

DOS SANTOS MARK & KERI  
471 BURTON DR  
ALPHARETTA GA 30009

BOBE GLENN BYRON JR &  
RAGGO BOBE TABORA  
472 BURTON DR  
ALPHARETTA GA 30009

REARDON JOSEPH CLARENCE &  
REARDON HEATHER MC GEE  
473 BURTON DR  
ALPHARETTA GA 30009

MUNSTER & ROHRBACH  
FAMILY TRUST THE  
4909 JESPERSEN RD  
SAN LUIS OBISPO CA 93401

HUFFMAN BRIANA  
503 BURTON DR  
ALPHARETTA GA 30009

ENDLER DOMINIK & ANJA BEATE  
5045 HUNTWOOD WAY  
ROSWELL GA 30075

PICA GABRIEL ALLEANDRO &  
ROONEY AMANDA CHRISTINE  
507 BURTON DR  
ALPHARETTA GA 30009

PEREZ JONATHAN ALEXANDER &  
CARLSON JORDAN MORAN  
509 BURTON DR  
ALPHARETTA GA 30009

CABRERA ALEX LOGAN & GREG ROY  
511 BURTON DR  
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN  
513 BURTON DR  
ALPHARETTA GA 30009

BERBERIAN PROPERTIES LLC  
515 LYELL DR STE 101  
MODESTO CA 95356

PATEL SAMIR  
5180 BRIARSTONE RIDGE WAY  
ALPHARETTA GA 30022

SOMEILLAN LIZETTE  
8891 SW 78 PL  
MIAMI FL 33156

BUR ROG INC  
P O BOX 3165  
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC  
P O BOX 32018  
LAKELAND FL 33802-2018

PUBLIX SUPER MARKETS INC  
P.O. BOX 32018  
LAKELAND FL 33802

BUR ROG INC  
PO BOX 642  
ALPHARETTA GA 30004



**RE: CU-24-09 Wills Park Vet****MARTHA CAMPBELL <campbell121@comcast.net>**

Mon 7/1/2024 9:43 AM

To:Stanford Bell &lt;stan@acharavet.com&gt;

My name is Martha Campbell. I moved to Alpharetta in 1983 with my family. My husband and I were business owners for 24+ years (Campbell Tire Company on N. Main Street). During that time, I also served on the Planning Commission for the City of Alpharetta for 10 years, thus I am well versed on zoning and land use issues in the City of Alpharetta.

With that background, I would like to express my strong support for Application CU-24-09 of Drew Keller, DVM's application to open Wills Park Vet Clinic in Alpharetta Crossing Shopping Center located at 11770 Haynes Bridge Road, Suites 703 & 704. Dr Keller has been our families' Veterinarian since he joined the practice at Alpharetta Animal Hospital. Dr Keller was also our customer for many years.

With the marked increase in intown residential growth in our area, the need for new professional services to support residents has also increased. One such service that is sorely lacking are more Veterinary practices. With limited options in the area, getting appointments has grown increasingly difficult causing us to have to travel far distances to obtain quick and responsive care for our animals. Dr Kellers local roots make him a perfect candidate to open a new practice. This location specifically is an excellent option as it provides a centralized location, ample parking, access off two major transportation arterials and a location that is already primarily commercial and retail in nature. To the extent the practice is located near residential, I would submit such a business has little/no impact on residents over and above the impact of other, more intense uses, such as a 24-hour gas station.

In conclusion, Dr Keller is the BEST and he would be a valuable addition to the Alpharetta business community. His office and support staff have always delivered a well-run clinic and great care for my animals. I have referred numerous people to him and always get glowing reports. I enthusiastically support his conditional use application.

Martha N Campbell

## Re: Wills Park Vet Proposal

Stanford Bell <stan@acharavet.com>

Thu 6/27/2024 4:29 PM

To: Heather McGee <heather.mcgee210@gmail.com>

Hello Heather! No, we are not providing any boarding. This is purely a veterinary clinic and all treatment will occur inside of the building. Most pets that we treat will have their owner with them the whole time they are at our clinic. There will be some dogs that get dropped off for the day if they are going into surgery or other treatment, but they will all be kept inside of the clinic. Our staff will occasionally take a dog out back of the strip mall into the landscaped area to relieve itself, but they will bring the pet back into the clinic after the pet is done. We will keep the back area clean of pet waste. Noise should not be a concern. We have another clinic in a strip center where we are using similar soundproofing and we have never had a neighbor talk to us about noise.

Let me know if you have any other questions!

Stanford Bell

Co-Founder & President

+801-884-9044

[stan@acharavet.com](mailto:stan@acharavet.com)



---

**From:** Heather McGee <heather.mcgee210@gmail.com>

**Sent:** Thursday, June 27, 2024 12:15 PM

**To:** Stanford Bell <stan@acharavet.com>

**Subject:** Wills Park Vet Proposal

Will there be dogs kept outside in the back or anywhere for boarding?  
Concerned about barking dogs all day.



## Wills Park Vet

Karen Stammer <karen.stammer@yahoo.com>

Sun 6/30/2024 6:52 PM

To:Stanford Bell <stan@acharavet.com>

> Hello, my husband, Chris Stammer and I have lived in Alpharetta for 25 years. We support the Wills Park Vet being located in Alpharetta especially in this location. Dr. Keller and staff have been our veterinarian (DMV) since we brought home our first chocolate Labrador, Zeus in 2003. We continue to take our 2 Labs, Alpha & Bravo to Dr. Keller as so do several of our neighbors in Brierfield subdivision. I have not known a more dedicated and caring veterinarian such as Dr Keller. He treated our Zeus with the upmost care through his 15 years. I credit Dr. Keller for his long, happy life.

>

> It will be great to have Dr. Keller and his office back in Alpharetta and this location is very convenient to our home!

>

> We support his proposal to bring his office and services to the downtown especially since our community has become a pet-friendly community. Everyday you see many people walking their dogs along downtown and sitting at the many pet-friendly establishments. With our ever growing family environment in Alpharetta (especially the downtown), there is a need for an excellent, well-respected veterinarian that can be within a short drive or even walking distance. With the opening his office where Gussied Up Pet Boutique is currently located, this will allow us and everyone to visit one location for several amenities.

>

> Sincerely,

> Chris & Karen Stammer

> 3045 Brierfield Lake

> Alpharetta, GA 30004

> 404-386-1126

Dr Keller

Jabs <jabs99@comcast.net>

Sun 6/30/2024 10:17 AM

To: Stanford Bell <stan@acharavet.com>

Hello, my name is John Britchford-Steel,

We stumbled upon Dr. Keller when our elderly dog could not shake a bad cough, our current vet wanted to operate on him, something my wife and I were opposed to. My daughter suggested we get a second opinion, and referred us to Dr. Keller on the recommendation of one of his long standing clients, Cathie Tarantino. Dr. Keller and his staff were very warm and welcoming, the clinic was beautiful and spotlessly clean. Dr. Keller not only agreed that our dog should not be operated on, he had a different diagnosis altogether and has followed up by phone several times to check on our little guy. Needless to say, we switched to his practice.

My wife and I have lived in the Alpharetta/Cumming area for over 20 years. We support Wills Park Vet moving into the shopping center, not only is it a very central location there is already a pet boutique in the same shopping center.

Regards,

John Britchford-Steel

Cell: (404) 643-5915

Email: [jabs99@comcast.net](mailto:jabs99@comcast.net)

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## Keller Support Email

Alexander Tarantino <awtarantino@outlook.com>

Sun 6/30/2024 8:21 PM

To: Stanford Bell <stan@acharavet.com>

All,

My name is Alexander Tarantino. I've been a resident of Alpharetta/Milton for 18 years. For 13 years, Drew Keller has been my veterinarian. Before that, he was my grandmother's vet for over 20 years. His expertise and care for my animals has always been exceptional. One of my cats has asthma, and Dr. Keller gave me his personal phone number to contact him in case anything happens. He has also provided incredibly useful guidance in caring for a feral colony that I am trying to rescue. I have never received anything less than excellent care from Dr. Keller and his staff. When Dr. Keller left Alpharetta Animal Hospital, I followed him to Dawsonville. I do not trust any other vet to care for my animals.

The shopping center is a phenomenal spot for his new office. It's right off the highway and provides plenty of parking for his clients. Keller has always kept a clean office, which isn't easy given the number of animals that come through the door. The incredible growth of downtown Alpharetta is hard to handle, and with so many homes, we need more vets, especially one that is familiar with the area and the people. That shopping center is home to two other friends of mine with businesses, Chau's Alterations and Bagel Boys. I would love to welcome Dr. Keller back to Alpharetta and have my vet and me friend closer to home.

## Wills Park Vet

Cathie Tarantino <Cathie@tarantinoco.com>

Sun 6/30/2024 10:36 AM

To: Stanford Bell <stan@acharavet.com>

Cc: djkeller@bellsouth.net <djkeller@bellsouth.net>

To Whom It May Concern:

My name is Cathie Tarantino. My extended family and my immediate family have been clients of Dr. Drew Keller for more than 20 years.

It would take me way too long to give you all examples of how wonderful Dr. Keller has been to all our fur babies. Even thru the worst of times when we have lost family along with one of our fur babies. He saved our 13-year Siberian Cat, Bunns, more times than I can count. I can't tell you how many times Bunns would have an emergency and I thought this is it and Dr. Keller saved him. But he also loves all our babies. He knows them all by name and they know him. Between our family members we have a total of 9 cats, 5 rescues – terrible stories and Dr. Keller has always been there for them and emotionally for us.

Dr. Keller also has helped my dearest friend and I with a feral colony. He doesn't mind when I contact him in the evening and weekends. He is always reachable. We are trying to end this colony and give the remaining cats a better life on my friend's property. I can't even begin to tell you how caring he has been with this colony. Some of these cats are in horrible condition. Unfortunately, a man-made situation.

I want to tell you one story of my 22 year old's rescue. My 22 year old has a heart condition and he rescued a cat that was neglected and his mom and sister were adopted and he was left for a long time in a foster home in a hot room. My son rescued Murphy and the love this rescue brought to him and our entire family I can't explain. He became the college baseball mascot, wore sweaters and had the sweetest demeanor. Unfortunately, he became ill about 6 months later with cancer. I was out of town, but Dr. Keller helped my husband and 2 son's put Murphy to rest. My son tried to keep Murphy home till the end, but he started to suffer. It was one of the worst days of my son's and Murphy's life. No one could have gotten thru this without the caring and love of Dr. Keller.

I don't mean to go on and on about Dr. Keller, but I have a lot more stories I could tell about all our fur babies and the care Dr. Keller has given them.

We live in the City of Milton, right next door to Alpharetta and we drive the 45 minutes to the office where he is located now in Dawsonville.

I can't begin to tell you how excited we are for Dr. Keller to come back to Alpharetta.

Please contact me if you have any questions or if there is anything I can do help.

Warm Regards,

Cathie Tarantino





**225 Croyton Terrace**  
**Milton, GA 30004**

**(T) 404 966 3816**

**(E) Cathie@TarantinoCo.com**

**(W) [www.TarantinoCo.com](http://www.TarantinoCo.com)**

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# CITY OF ALPHARETTA

## PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: CU-24-09

PH #: PHA240027

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: \_\_\_\_\_

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

### Contact Information:

Contact Name: Stanford Bell

Telephone: (801) 884-9044

Address: 411 University Ridge

Suite: B16

City: Greenville

State: SC

Zip: 29601

Fax: \_\_\_\_\_

Mobile Tel: (801) 884-9044

Email: stan@acharavet.com

### Subject Property Information:

Address: 11770 Haynes Bridge Road, Suites 703 & 704, Alpharetta, GA

Current Zoning: C-2

District: \_\_\_\_\_

Section: \_\_\_\_\_

Land Lot: \_\_\_\_\_

Parcel ID: 12 258406951052

Proposed Zoning: \_\_\_\_\_

Current Use: Vacant, formerly a pub

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

☒ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): \_\_\_\_\_



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# APPLICANT REQUEST AND INTENT

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

We intend to start a general practice veterinary clinic that performs some urgent care during business hours.

Applicant's Request (Please itemize the proposal):

We are requesting a conditional use permit for a small animal clinic.

Address and Suite Number - 11770 Haynes Bridge Road, Suites 703 & 704

Square feet - 3,600 rentable square feet

Name of business - Wills Park Vet

Proposed hours of operation - 7:30 am to 5:30 pm

Estimate on number of employees - 6 to 7

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

We are starting a general practice veterinary clinic that treats small animals such as dogs and cats. We will not be providing any boarding. The only pets that will stay overnight at the clinic are pets that are staying under observation after a surgery or other treatment. Overnight observation will be infrequent.

# PROPERTY OWNER AUTHORIZATION

## Property Owner Information:

Contact Name: Andrea Kenney Telephone: (404) 846-4018  
Address: 3715 Northside Parkway Suite: NW Bldg 400-100  
City: Atlanta State: GA Zip: 30327 -

## 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.*

- |                                               |                                                     |
|-----------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Annexation           | <input type="checkbox"/> Special Use                |
| <input type="checkbox"/> Rezoning             | <input checked="" type="checkbox"/> Conditional Use |
| <input type="checkbox"/> Variance             | <input type="checkbox"/> Master Plan                |
| <input type="checkbox"/> Land Use Application | <input type="checkbox"/> Other                      |

## Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Stanford Bell Telephone: (801) 884-9044  
Address: 411 University Ridge Suite: B16  
City: Greenville State: SC Zip: 29601 -

## So Sworn and Attested:

Owner Signature: John Grozine Digitally signed by John Grozine  
Date: 2024.05.21 13:22:41 -04'00' Date: 5-21-2024

## Notary:

Notary Signature: Tonya M. Howard Digitally signed by Tonya M. Howard  
Date: 2024.05.21 13:29:36 -04'00' Date: 5-21-24



# 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).*

*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: **Stanford Bell**

Subject Public Hearing Case: \_\_\_\_\_

## Campaign Contribution Information:

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

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

Name of Official: **NA** Position: \_\_\_\_\_

Description of Contribution: \_\_\_\_\_ Value: **\$0**

Description of Contribution: \_\_\_\_\_ Value: \_\_\_\_\_

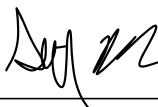
Description of Contribution: \_\_\_\_\_ Value: \_\_\_\_\_

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: **May 23, 2024**

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# ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

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How will this proposal be compatible with surrounding properties?

The two suites are near the middle of the shopping center with a pet boutique (Gussied Up), orthodontists, a dance school, and similar uses. A pub used to occupy our suite To the east of the suite is another shopping center. The property to the west is Zoned C-2 as well. A pet groomer (Scenthound) is just to the west, with similar business hours and impacts. The veterinary clinic will have the same or similar impacts as the pet boutique, dance schools and dentists.

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

There will be no negative impacts. All business functions will be carried out inside of the suite. We plan to install a stand with garbage bags for our clients to pick up after their own pets. Our staff will clean up after any pets that are visiting the clinic for surgery and need to relieve themselves before going under anesthesia. The shopping center already includes a pet boutique.

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

It has been developed as a shopping center. A veterinary clinic is a reasonable use in the C-2 zone. There is a Veterinary Emergency Group clinic less than a mile to the east of our location where they run 24 hours a day in a Downtown Live Work zone.

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

None

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

Not applicable

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

The Future Land Use Map shows that the property is intended to be mixed use. Scenthound, the pet groomer to our west, is located in the Downtown Mixed Use Zone. Veterinary clinics and pet groomers work well in mixed use and live work zones to provide easy access for pet owners to get care for their pets. It also supports the walkability plans of the city.

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

Not applicable.

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: Wills Park Vet

Contact Name: Stanford Bell Telephone: (801) 884-9044

*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

|       |       |
|-------|-------|
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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.*

- |                                            |                                                        |
|--------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits               |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                 |
| <input type="checkbox"/> Email             | <input type="checkbox"/> Other <i>(Please Specify)</i> |

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

My email address will be included in the notification so that individuals can contact me.

FEUERHERM WAYNE BENTLEY & NICOLE  
107 NOTTAWAY LN  
ALPHARETTA GA 30009

JANUS PAUL S & KARIN L  
109 NOTTAWAY LANE  
ALPHARETTA GA 30009

REMMES ROBERT J & MARY L  
111 NOTTAWAY LANE  
ALPHARETTA GA 30009

KHANG STELLA ET AL  
113 NOTTAWAY LANE  
ALPHARETTA GA 30009

TPG MAXWELL LLC  
11340 LAKEFIELD DR STE 250  
DULUTH GA 30097

BAILEY JAMES R & BAILEY MARY M  
115 NOTTAWAY LANE  
ALPHARETTA GA 30009

WARREN THEODORE JAMES & LOUISE  
117 NOTTAWAY LANE  
ALPHARETTA GA 30009

JOHNSON GREAG & JOHNSON LYNN  
PAULETTE BECKMAN  
119 NOTTAWAY LANE  
ALPHARETTA GA 30009

FINEIS JAMES L & BAILEY ELLEN J  
120 NOTTAWAY LN  
ALPHARETTA GA 30009

VENKATA ARUN KUMAR DEVARAKONDA  
& KUMAR REVATHI ARUN  
121 DEVORE RD  
ALPHARETTA GA 30009

GOLIAS DAVID J  
121 NOTTAWAY LANE  
ALPHARETTA GA 30009

HATCH TIMOTHY & WIELAND LISA  
122 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG TAYLOR BRIGGS  
123 DEVORE RD  
ALPHARETTA GA 30009

OU YI-CHUNG & CHUO YUN-FANG  
123 NOTTAWAY LN  
ALPHARETTA GA 30009

MC BETH LAIRD G & JOHANNA V  
124 NOTTAWAY LN  
ALPHARETTA GA 30009-2284

HITES KAREN & JOHN  
125 DEVORE RD  
ALPHARETTA GA 30009

VOEGELI KATHERINE TREADWAY  
126 NOTTAWAY LN  
ALPHARETTA GA 30009

FAHEY FRANK R JR & AMY E  
128 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG BRIAN  
129 DEVORE RD  
ALPHARETTA GA 30009

BERRY CAROL  
131 DEVORE RD  
ALPHARETTA GA 30009

ESTRADA CARLOS  
133 DEVORE RD  
ALPHARETTA GA 30009

MACHLEIT LYNN M  
135 DEVORE RD UNIT 207  
ALPHARETTA GA 30009

MULKEY LAWRENCE W  
13630 BIRMINGHAM HWY  
ALPHARETTA GA 30004

MC GRETY THOMAS  
137 DEVORE RD  
ALPHARETTA GA 30009

MAINSTREET PORTFOLIO LLC  
13913 TREE LOFT RD  
ALPHARETTA GA 30004

STONEWALK ALPHA III LLC  
140 BLACKLAND CT E  
MARIETTA GA 30067

MILES MICHAEL  
141 DEVORE RD  
ALPHARETTA GA 30009

KJM HOLDINGS LLC  
1418 DRESDEN DR #220  
ATLANTA GA 30319

HALES JOSEPH MARK  
143 DEVORE RD UNIT 402  
ALPHARETTA GA 30009

TUCK DALE AUSTIN & TUCK CHARLENE  
14480 MORNING MOUNTAIN WAY  
ALPHARETTA GA 30004



PARADIS MARY L  
145 DEVORE RD UNIT 403  
ALPHARETTA GA 30009

SIEGEL BLAKE  
147 DEVORE RD  
ALPHARETTA GA 30009

WILLARD KARRIE WHITEHEAD  
149 DEVORE RD UNIT 405  
ALPHARETTA GA 30009

HORNYAK JOLIE & HORNYAK STEVE  
151 DEVORE RD  
ALPHARETTA GA 30009

PARK PLAZA PARTNERS LLC  
15144 TAYLOR RD  
ALPHARETTA GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
MILTON GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
ALPHARETTA GA 30004

GRBK DEVORE LLC  
175 DEVORE RD  
ALPHARETTA GA 30009

C S H F OF GA INC  
1800 CENTURY BLVD NE  
ATLANTA GA 30345

CITY OF ALPHARETTA  
2 SOUTH MAIN ST # 19  
ALPHARETTA GA 30004

HJORT EMILY & PETER  
201 NOTTAWAY LANE  
ALPHARETTA GA 30009

FREDO JILL A  
203 NOTTAWAY LANE  
ALPHARETTA GA 30009

O BRIEN MICHELLE  
205 NOTTAWAY LANE  
ALPHARETTA GA 30009

DAMERON JULIA  
207 NOTTAWAY LANE  
ALPHARETTA GA 30009

OH PHILLIP J & GEORGE  
209 NOTTAWAY LANE  
ALPHARETTA GA 30009

KIMBELL KEVIN & LAURIE  
210 BURGESS WALK  
ALPHARETTA GA 30009

BAIR GINA  
211 NOTTAWAY DR  
ALPHARETTA GA 30009

NEW MAMMOTH DETAIL SALON INC  
2145 OLD MILTON PKWY  
ALPHARETTA GA 30004

TAYLOR HAROLD T  
2165 OLD MILTON PKWY  
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC  
2300 BETHELVIEW RD STE 110-329  
CUMMING GA 30040

STRS OHIO GA REAL  
ESTATE INVESTMENTS LLC  
275 EAST BROAD ST  
COLUMBUS OH 43215

WHITNEY BRIAN  
300 NOTTAWAY LANE  
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA  
301 BURGESS WALK  
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN  
303 BURGESS WALK  
ALPHARETTA GA 30009

OMOTAYO OLUSOLA  
304 BURGESS WALK  
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK  
305 BURGESS WALK  
ALPHARETTA GA 30009

STOUT LOUIS B & TAMARA  
306 BURGESS WALK  
ALPHARETTA GA 30009

HILL BRANDON SR & LATRESSAREE  
307 BURGESS WALK  
ALPHARETTA GA 30009

CLARK TRUST THE  
309 BURGESS WALK  
ALPHARETTA GA 30009

GOLD JOHN L JR  
311 BURGESS WALK  
ALPHARETTA GA 30009

DUFFY CHRISTOPHER F  
312 BURGESS WALK  
ALPHARETTA GA 30009

TOKMAKCI MEHMET P  
3127 LENOX RD NE APT 5  
ATLANTA GA 30324

BURGESS TIA L & CEDRIC  
314 BURGESS WALK  
ALPHARETTA GA 30009

ZAINA PROPERTIES LLC  
314 KENT VALLEY CIR  
TUCKER GA 30084

BURD KIMBERLY WATKINS  
315 BURGESS WALK  
ALPHARETTA GA 30009

SHERRY DAVID M & SHERRY ANNA  
316 BURGESS WALK  
ALPHARETTA GA 30009

RASORI PAUL & LEAH K  
317 BURGESS WALK  
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA  
319 BURGESS WALK  
ALPHARETTA GA 30009

GUVEN KERIMAN  
3396 CARVERTON LANE  
ALPHARETTA GA 30022

DALTEX ALPHARETTA LLC  
3715 NORTHSIDE PKWY  
ATLANTA GA 30327

STONEWALK ALPHA II LLC  
3847 RIVER VISTA WAY  
LOUISVILLE TN 37777

MALHOTRA VISHAL & ZINKI  
3970 GRIFFIN TRAIL WAY  
CUMMING GA 30041

CHAN TIN & ENG DANNY  
3975 OLD MILTON PKWY # S 1  
ALPHARETTA GA 30005

DEGERTEKIN FAHRETTIN LEVENT &  
DEGERTEKIN MINE HATUN HASHAS  
4091 PARAN POINTE DR NW  
ATLANTA GA 30327

RANIER RETIREMENT TRUST THE  
431 BURTON DR  
ALPHARETTA GA 30009

LOOFT KORINA  
433 BURTON DR  
ALPHARETTA GA 30009

RAPAPORT IAN  
435 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
438 BURTON DR  
ALPHARETTA GA 30009

LENT ERIC CHRISTOPHER  
440 BURTON DR  
ALPHARETTA GA 30009

MARTIN CHRISTOPHER & MARISSA  
442 BURTON DR  
ALPHARETTA GA 30009

KIM HYE JIN  
443 BURTON DR  
ALPHARETTA GA 30009

REESE ANGELA NADINE & FOX MARY A  
444 BURTON DR  
ALPHARETTA GA 30009

DRUMMOND TRYSTAN WANYE &  
DRUMMOND ALIXANDRIA GRACE  
445 BURTON DR  
ALPHARETTA GA 30009

YI WONCHOL & NAMESONG KIM  
446 BURTON DR  
ALPHARETTA GA 30009

ZENG XI  
447 BURTON DR  
ALPHARETTA GA 30009

MARINICH ROBERT C  
448 BURTON DR  
ALPHARETTA GA 30009

ZEDELL KARL F JR  
449 BURTON DR  
ALPHARETTA GA 30009

NYSENBAUM ROBERT & JENNYLYN  
451 BURTON DR  
ALPHARETTA GA 30009

DICKERSON KARMBALA ANDREA  
453 BURTON DR  
ALPHARETTA GA 30009

EIBLER JAY & KATHRYN  
455 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
457 BURTON DR  
ALPHARETTA GA 30009

SMITH KENNETH H & SHERRI  
459 BURTON DR  
ALPHARETTA GA 30009

TURNER WESLEY B  
461 BURTON DR  
ALPHARETTA GA 30009

MC LAUGHIN STEPHEN & GAIL  
463 BURTON DR  
ALPHARETTA GA 30009

MILLER SUE B  
465 BURTON DR  
ALPHARETTA GA 30009

HOPEY MARCIE  
468 BURTON DR  
DULUTH GA 30097

CARLETON GARY  
469 BURTON DR  
ALPHARETTA GA 30009

SHERRY LEE ANN &  
SHERRY DAVID KEVIN JR  
470 BURTON DR  
ALPHARETTA GA 30009

DOS SANTOS MARK & KERI  
471 BURTON DR  
ALPHARETTA GA 30009

BOBE GLENN BYRON JR &  
RAGGO BOBE TABORA  
472 BURTON DR  
ALPHARETTA GA 30009

REARDON JOSEPH CLARENCE &  
REARDON HEATHER MC GEE  
473 BURTON DR  
ALPHARETTA GA 30009

MUNSTER & ROHRBACH  
FAMILY TRUST THE  
4909 JESPERSEN RD  
SAN LUIS OBISPO CA 93401

HUFFMAN BRIANA  
503 BURTON DR  
ALPHARETTA GA 30009

ENDLER DOMINIK & ANJA BEATE  
5045 HUNTWOOD WAY  
ROSWELL GA 30075

PICA GABRIEL ALLEANDRO &  
ROONEY AMANDA CHRISTINE  
507 BURTON DR  
ALPHARETTA GA 30009

PEREZ JONATHAN ALEXANDER &  
CARLSON JORDAN MORAN  
509 BURTON DR  
ALPHARETTA GA 30009

CABRERA ALEX LOGAN & GREG ROY  
511 BURTON DR  
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN  
513 BURTON DR  
ALPHARETTA GA 30009

BERBERIAN PROPERTIES LLC  
515 LYELL DR STE 101  
MODESTO CA 95356

PATEL SAMIR  
5180 BRIARSTONE RIDGE WAY  
ALPHARETTA GA 30022

SOMEILLAN LIZETTE  
8891 SW 78 PL  
MIAMI FL 33156

BUR ROG INC  
P O BOX 3165  
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC  
P O BOX 32018  
LAKELAND FL 33802-2018

PUBLIX SUPER MARKETS INC  
P.O. BOX 32018  
LAKELAND FL 33802

BUR ROG INC  
PO BOX 642  
ALPHARETTA GA 30004



**E**

**D**

## c

**B**

**A**

| UDS SHEET DESIGNATORS AND SHEET ORDER |                  |                                  |                 |                                 |                        |
|---------------------------------------|------------------|----------------------------------|-----------------|---------------------------------|------------------------|
| LEVEL 1 - DISCIPLINE DESIGNATORS      |                  | LEVEL 2 - SHEET TYPE DESIGNATORS |                 | LEVEL 3 - PLAN TYPE DESIGNATORS |                        |
| G                                     | GENERAL          | F                                | FIRE PROTECTION | 0                               | DEMOLITION PLAN        |
| V                                     | SURVEY / MAPPING | P                                | PLUMBING        | 1                               | CONSTRUCTION PLAN      |
| B                                     | BIOTECHNOLOGICAL | M                                | MECHANICAL      | 2                               | REFLECTED CEILING PLAN |
| C                                     | CIVIL            | E                                | ELECTRICAL      | 3                               | FINISH PLAN            |
| L                                     | LANDSCAPE        | T                                | TELECOM         | 4                               | FURNITURE PLAN         |
| S                                     | STRUCTURAL       | R                                | RESOURCE        | 5                               | OUTLET LOCATION PLAN   |
| A                                     | ARCHITECTURAL    |                                  |                 | 6                               | EQUIPMENT PLAN         |
| I                                     | INTERIORS        |                                  |                 | 7                               | INTERIOR SIGNAGE       |
| Q                                     | EQUIPMENT        |                                  |                 | 8                               | ACCESS FLOOR GRID PLAN |
|                                       |                  |                                  |                 | 9                               | BUILDING AUTOMATION PL |



## DOUBLE CHECK

(NOT ALL MATERIALS APPLICABLE)

## GRAPHIC SYMBOL LEGEND



### VICINITY MAP



**RENOVATION FOR  
WILLS PARK  
VET-ALPHARETTA  
11770 HAYES  
BRIDGE RD,  
ALPHARETTA GA  
30009**



These documents have been prepared under a Limited Services Agreement and are intended to convey design information only. The work illustrated herein is to be executed in accordance with the design-build contract. The Owner and/or General Contractor shall be responsible for obtaining the services of professional engineering consultants under separate contracts for the design of Structural, Mechanical, Electrical, Fire Protection, and other systems. The General Contractor shall be responsible for ensuring compliance with all applicable building codes and jurisdictional requirements. STONE CRAFT STUDIO 3 has not been engaged to provide architect-led construction phase services for this project.

**STONECRAFT STUDIO 3**  
222 TINDAL AVE  
GREENVILLE, SC 29605  
864-354-5198

WWW.STONECRAFTSTUDIO3.CO



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## REVISIONS

| No. | Description | Date |
|-----|-------------|------|
|-----|-------------|------|

PROJECT: 2024.13

DATE: 3.24.2024

DRAWN BY: CRS

## PROJECT INFORMATION SHEET

**G-01**

3.29.2024 CD SET Page 50 of 263



# ACHARA VET- ALPHARETTA, GA

11770 HAYES BRIDGE RD, ALPHARETTA GA 30009

TAX PARCEL 12 258406951052

## PROJECT DESIGNED IN ACCORDANCE WITH GEORGIA CODE VERSION

INTERNATIONAL BUILDING CODE 2018 EDITION  
WITH AMENDMENTS  
NFPA 101 LIFE SAFETY CODE 2018 EDITION  
INTERNATIONAL MECHANICAL CODE 2018 EDITION  
INTERNATIONAL PLUMBING CODE 2018 EDITION  
NATIONAL ELECTRICAL CODE 2020 EDITION  
INTERNATIONAL FIRE CODE 2018 EDITION  
NFPA LIFE SAFETY CODE 2020 EDITION  
INTERNATIONAL FUEL GAS CODE 2018 EDITION

ACCESSIBLE STANDARDS - 2010 ADA STANDARDS

INTERNATIONAL ENERGY CONSERVATION CODE W/ ASHRAE / IES 90.1 2009 EDITION

INTERNATIONAL EXISTING BUILDING CODE 2018 EDITION

SOURCE: WWW.DCA.GA.GOV

SCOPE OF RENOVATION: LIMITED

1. NO NEW EXTERIOR ADDITION ARE BEING CONSTRUCTED
2. THIS CURRENT RENOVATION IS AN INTERIOR UP-FIT IN WHICH ONLY 3,450 SF OF THE TOTAL SHOPPING CENTER IS BEING RENOVATED, THEREFORE LESS THAN 50%.
3. NO CHANGE IN BUSINESS USE AND OCCUPANCY
4. THIS BUILDING HAS BEEN CONTINUOUSLY OCCUPIED AND CONTINUES TO REMAIN SO
5. SUBDIVIDED TENANT SPACE WITH SPRINKLER SYSTEM/ ALARM EXISTING

## LIFE SAFETY REVIEW - GEORGIA 2018 IBC WITH MOD AND NFPA 101, 2018

OCCUPANCY CLASSIFICATION: B, BUSINESS (304.1) ANIMAL HOSPITAL

AUTOMATIC SPRINKLER SYSTEM:  
USE GROUP per Table 508.4  
CONSTRUCTION: TYPE I-B (602.2)

SPRINKLED - EXISTING  
SEPARATED - 1 HOUR MINIMUM  
TYPE I-B (602.2)

INTERIOR WALL AND CEILING FINISHES: 803.13

BUSINESS GROUP / SPRINKLER

Interior exit stairways and ramps and exit passageways  
Corridors and enclosure for exit access stairways and ramps  
Rooms and Enclosed Spaces

CLASS B  
CLASS C  
CLASS C

Class C = Flame spread index 76-200; smoke-developed index 0-450

OCCUPANT LOAD: 1094.5

FLOOR OCCUPANCY CALCULATION METHODOLOGY:

BUSINESS OCCUPANCY ALLOWS 150 SF PER OCCUPANT - GROSS

| BUSINESS OCCUPANCY              | SQ. FT.  | OCC           |
|---------------------------------|----------|---------------|
| BUSINESS MAIN FLOOR - 150 GROSS | 2,450 SF | 23 OCC        |
| <b>TOTAL OCCUPANCY</b>          |          | <b>23 OCC</b> |

NOTE: OWNER SHALL VERIFY ABOVE OCCUPANCY COUNTS AND INFORM G.C. OF ANY MODIFICATIONS.  
OWNER SHALL POST OCCUPANCY SIGNAGE AS REQUIRED BY AHJ AND ABIDE BY POSTED LIMITS.

THE FOLLOWING CALCULATIONS ARE BASED ON AN OCC COUNT OF 23 OCC

MEANS OF EGRESS:  
OTHER COMPONENTS (per 1006.3.2) **EXCEPTION 1**  
DOOR SIZE: 32" Min. clear per 1010.1.1  
REQUIRED WIDTH CAPACITY:

MEANS OF EGRESS /  
MAX TRAVEL DISTANCE (BUSINESS):  
Per 1006.3.3(2) LESS THAN 50 OCC per level SF

TOTAL TRAVEL DIST. (per Table 1017.2):  
DEAD END CORRIDOR:

SPECIAL INSPECTIONS:

CHAPTER 29- PLUMBING - GA IBC 2018

ACHARA VET (OWNER) TO OCCUPY  
SUBDIVIDED SPACE OF 3,450 SF  
MAIN LEVEL: CLIENT / EMPLOYEE ADA RESTROOM

2 RESTROOMS PROVIDED  
ADA RESTROOM REQUIRED (REASONABLE)  
GA ACCESSIBILITY CODE 120-3-20.09-11(C)

RESTROOM #2 FOR EMPLOYEES

| BUSINESS OCC BASED ON 23 OCC |    |
|------------------------------|----|
| WATER CLOSET                 | 23 |
| LAVATORY (MEN) -             | 23 |
| SERVICE SINK -               |    |
| WATER FOUNTAINS -            |    |

23 OCC per exit = 3 exits  
0.45' / OCC WITH Sprinkler System  
136" PROVIDED  
3.45" Required @ 0.15 / 23 - (PROVIDED)

3 EXITS PROVIDED / 23 OCC (2) EXIT REQUIRED  
75 FEET

300' WITH Sprinkler System (BUSINESS Occupancy governs)

50' Max per 1003.4

To be specified by structural engineer for modifications to the building's  
structure are made - **TO BE PROVIDED**

RESTROOM FACILITIES TO BE UPDATED IN THIS RENOVATION TO  
MEET 2010 ADA STANDARDS

1 ADA GUEST RESTROOM PROVIDED (ANSI 4.22)

ENLARGED / NOT FULL ADA COMPLAINT

|              |                                               |
|--------------|-----------------------------------------------|
| 1 PER 25 -   | 1 REQUIRED / 2 TOILETS PROVIDED               |
| 1 PER 40 -   | 1 LAVATORIES REQUIRED - 2 PROVIDED            |
| 1 REQUIRED - | 1 COLD/HOT SERVICE SINK REQUIRED - 1 PROVIDED |
| 1 PER 500 -  | 1 REQUIRED - 2 PROVIDED HILO ADA              |

MEDICAL GAS - 39.3.2.5 MEDICAL GAS STORAGE AREAS AND THE OPERATION, MANAGEMENT, AND MAINTENANCE OF MEDICAL  
GASES SHALL BE IN ACCORDANCE WITH NFPA 99

| Occupancy Type                 | Area per Occupant |
|--------------------------------|-------------------|
| Assembly - Concentrated        | 7 SF              |
| Assembly - Standing Space      | 5 SF              |
| Assembly - Unconcentrated      | 15 SF             |
| Business                       | 150 SF            |
| Courtrooms                     | 40 SF             |
| Dormitories                    | 50 SF             |
| Educational - Classroom        | 20 SF             |
| Educational - Vocational       | 50 SF             |
| Exercise Rooms                 | 50 SF             |
| Institutional - Inpatient      | 240 SF            |
| Institutional - Outpatient     | 100 SF            |
| Institutional - Sleeping Areas | 120 SF            |
| Kitchens - Commercial          | 200 SF            |
| Library - Reading              | 50 SF             |
| Library - Stack                | 100 SF            |
| Locker Rooms                   | 50 SF             |
| Mechanical Room                | 300 SF            |
| Parking Garages                | 200 SF            |
| Residential                    | 200 SF            |
| Stages and Platforms           | 15 SF             |
| Storage Areas                  | 300 SF            |

## LIFE SAFETY PLAN LEGEND

- ✕ - - - - ✕ EGRESS TRAVEL PATH:  
DISTANCE NOTED IS ACTUAL  
ALLOWABLE DISTANCE IS 300'-0"
- ROOM NAME  
1 OCC  
150 SF  
OCC Type / SF per OCC
- OCCUPANCY LOAD  
→ ROOM AREA  
→ OCCUPANCY LOAD FACTOR AND METHOD  
→ OCCUPANCY GROUP
- EXIT DOOR  
34" 170  
111  
→ EXIT CAPACITY (DOOR EGRESS WIDTH / 2)  
→ ANTICIPATED LOAD  
→ EGRESS WIDTH
- EXIT STAIR  
48" 160  
137  
→ EXIT CAPACITY (STAIR EGRESS WIDTH / 3)  
→ ANTICIPATED LOAD  
→ EGRESS WIDTH
- HO HOLD OPEN  
PD PANIC DEVICE  
FEC FIRE EXTINGUISHER CABINET  
WITH FIRE EXTINGUISHER  
EXIT SIGN

## NFPA 101 LIFE SAFETY CODE 2018 EDITION 39.3.4.1

BUSINESS OCCUPANCY - EXISTING BUILDINGS  
FIRE ALARM SYSTEMS REQUIRED IF:

1. THREE OR MORE STORIES
2. 100 OR MORE OCCUPANTS OVER THE DISCHARGE LEVEL, OR
3. 1000 OR MORE TOTAL OCCUPANTS

EXISTING AND CURRENT DESIGN

1. 1 STORY - NR
2. ALL OCCUPANTS AT DISCHARGE LEVEL - NR
3. TOTAL OCC - 23 - NR

FIRE ALARM SYSTEM AND SPRINKLER SYSTEM EXISTING

## REVIEW - GEORGIA 2018 IBC WITH MOD AND NFPA 101, 2018 - UPCODE REVIEW

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------|---------------------------------------------------|-------------------------------|----------------------------------------------------|--|
| Project Info                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Project Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ACHARA VET ALPHARETTA, GEORGIA                                                                                                                               | Location                                                                                                                                                     | Georgia                                  | Year                                               | 2018                                              | Project Date                  | 9/14/2024                                          |  |
| Building Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Name                                                                                                                                                         | Occupancy Group                                                                                                                                              | Function of Space                        | Designed Area (gross)                              | Area per Story                                    |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BUSINESS OFFICE                                                                                                                                              | B                                                                                                                                                            | Business office                          | 3,450 N.F.                                         | 3,450 N.F.                                        |                               |                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                              |                                                                                                                                                              |                                          | Total Gross Area:                                  | 3,450 N.F.                                        |                               |                                                    |  |
| Sprinkler type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| NFPA 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Type of Connection                                                                                                                                           | Occupancy Separation                                                                                                                                         | High Rise                                |                                                    |                                                   |                               |                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 40                                                                                                                                                           |                                                                                                                                                              | No                                       |                                                    |                                                   |                               |                                                    |  |
| Height / Areas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupancy Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Designed Area                                                                                                                                                | Allowed Area (net)                                                                                                                                           |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3,450 N.F.                                                                                                                                                   | 14,530 N.F.                                                                                                                                                  |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Height in Feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupancy Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Height                                                                                                                                                       | Height Above Grade Plane Occupancy Applies On                                                                                                                |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 14.00 FT                                                                                                                                                     |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Average Roof Surface Height Above Grade Plane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| 30.00 FT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Highest Allowable Elevation Above Grade Plane                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| 75.00 FT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Height in Stories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupancy Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Highest Story Above Grade Plane Occupancy Applies On                                                                                                         | Highest Allowable Story Above Grade Plane                                                                                                                    |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1                                                                                                                                                            | 4                                                                                                                                                            |                                          |                                                    |                                                   |                               |                                                    |  |
| Egress                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupant Loads                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Occupancy Group                                                                                                                                              | Function of Space                                                                                                                                            | Designed Area (gross)                    | Designed Area (net)                                | OLF                                               | Occupant Load                 |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BUSINESS OFFICE                                                                                                                                              | Business office                                                                                                                                              | 3,450 N.F.                               |                                                    | 100                                               | 23                            |                                                    |  |
| Life Safety Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Name                                                                                                                                                         | Occupancy Classification                                                                                                                                     | Function of Space                        | Designed Area (gross)                              | Designed Area (net)                               | OLF                           | Occupant Load                                      |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BUSINESS OFFICE                                                                                                                                              | Business                                                                                                                                                     | Business use                             | 3,450 N.F.                                         |                                                   | 100                           | 23                                                 |  |
| Min. Exits per Space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| When fire exit area must be provided if the space occupant load or maximum common path of egress travel distance are exceeded. Min. exits may be required under high occupant load or other special conditions (see notes below).                                                                                                                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Story                                                                                                                                                        | Space Name                                                                                                                                                   | Occupancy Group                          | Function of Space                                  | Common Path of Egress                             | Min. Number of Exits per Area | Max. Common Path of Egress Allowed for Single Exit |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BUSINESS OFFICE                                                                                                                                              | Business office                                                                                                                                              | B                                        | Business use                                       | 23                                                | 1                             | 100                                                |  |
| Min. Exits per Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Story                                                                                                                                                        | Total Occupancy Load by Story                                                                                                                                | Minimum Number of Exits or Exit Accesses | Max. Common Path of Egress Allowed for Single Exit | Max. Exit Travel Distance Allowed for Single Exit |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 23                                                                                                                                                           |                                                                                                                                                              | 75                                       |                                                    | 100                                               |                               |                                                    |  |
| In addition to single exit egress shown above, exit may be permitted where all spaces are permitted to have one exit or access to a single exit and from each discharge directly to the exterior at the level of exit discharge.                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Max. Exit Access Travel Distance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Occupancy Group                                                                                                                                              | Max. Exit Access Travel Distance                                                                                                                             |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              | 100 FT                                                                                                                                                       |                                          |                                                    |                                                   |                               |                                                    |  |
| Max. Dead-End Corridor Length                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Building Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Occupancy Group                                                                                                                                              | Max. Dead-End Corridor Length                                                                                                                                |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              | 0 FT                                                                                                                                                         |                                          |                                                    |                                                   |                               |                                                    |  |
| Dead-end corridor length limits only apply where more than one exit or exit access is required.                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Dead-end corridor length is less than the length of the dead-end corridor to the next exit or exit access.                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Min. Corridor Width                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| No corridor floor area is included in Building Calculation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Fire Ratings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Interior Building Element Fire-Resistance Rating                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Interior Building Element Type                                                                                                                               | Min. Fire Resistance Rating (hrs.)                                                                                                                           |                                          |                                                    |                                                   |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Primary structural frame                                                                                                                                     | 0 FT                                                                                                                                                         |                                          |                                                    |                                                   |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Interior nonbearing walls and partitions                                                                                                                     | 0 FT                                                                                                                                                         |                                          |                                                    |                                                   |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Interior nonbearing walls and partitions                                                                                                                     | 0 FT                                                                                                                                                         |                                          |                                                    |                                                   |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Roof construction and associated secondary members                                                                                                           | 0 FT                                                                                                                                                         |                                          |                                                    |                                                   |                               |                                                    |  |
| The primary structural frame shall include all of the following structural members:<br>1. Structural members framing direct connections to the columns, including girders, beams, joists and spandrels.<br>2. Members of the floor construction and wall construction framing direct connections to the columns.<br>3. Members of the roof construction and wall construction framing direct connections to the columns.<br>4. Members of the roof construction and wall construction framing direct connections to the columns. |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Min. Fire Wall Ratings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Any fire wall present must meet the minimum fire resistance ratings below by occupancy group.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupancy Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Min. Fire Wall Resistance Rating (hrs.)                                                                                                                      |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2                                                                                                                                                            |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Fire walls for occupancy groups A, B, B-1, B-2, and B-3 shall be constructed in accordance with the following: These values are indicated below.                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Min. Fire Area Separation Ratings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Occupancy Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Min. Fire Area Separation Rating (hrs.)                                                                                                                      |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2                                                                                                                                                            |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| When a building is divided into separate fire areas, or as to eliminate the need for an automatic fire suppression system, fire walls, fire barriers, fire partitions, or the combination thereof may be constructed in accordance with Table 707.1.1, in a mixed occupancy building, fire walls shall be used.                                                                                                                                                                                                                  |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Min. Corridor Fire-Resistance Ratings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Each corridor must meet the minimum fire resistance ratings below.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Corridor                                                                                                                                                     | Occupancies Served                                                                                                                                           | Corridor Rating (hrs.)                   |                                                    |                                                   |                               |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Required Occupancy Separations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Only a single occupancy group is specified. Fire separation for mixed occupancies does not apply.                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Plumbing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Required Plumbing Fixtures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Occupancy Group                                                                                                                                              | Space Description                                                                                                                                            | OL                                       | Water Closets                                      | Lavatories                                        | Bathrooms and Showers         | Drinking Fountains                                 |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | B                                                                                                                                                            | Business, office, bank, banking center, or light industrial facility                                                                                         | 23                                       | Male 1<br>Female 0.45                              | Male 1<br>Female 0.25                             |                               | 0.25                                               |  |
| At least one service sink is required. Service sinks should be provided for each tenant and at least one per building.                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Fixtures By Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Story                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Occupancy Group                                                                                                                                              | OL                                                                                                                                                           | Water Closets                            | Lavatories                                         | Bathrooms and Showers                             | Drinking Fountains            |                                                    |  |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | B                                                                                                                                                            | 23                                                                                                                                                           | Male 1<br>Female 1                       | Male 1<br>Female 1                                 |                                                   |                               |                                                    |  |
| Note: Per Section 2902.2, drinking fountains shall not be required for an occupant load of 25 or lower.                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Fixture Ratios                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |
| Space Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Water Closets                                                                                                                                                | Lavatories                                                                                                                                                   | Bathrooms and Showers                    | Drinking Fountains                                 | Other                                             |                               |                                                    |  |
| Business, office, bank, banking center, or light industrial facility                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Male: 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50<br>Female: 1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50 | Male: 1 per 40 for the first 50 and 1 per 80 for the remainder exceeding 50<br>Female: 1 per 40 for the first 50 and 1 per 80 for the remainder exceeding 50 |                                          | 1 per 100                                          | 1 service sink                                    |                               |                                                    |  |
| Max. total calculation of the required water closets in each toilet room: Assembly and Educational occupancy = 47% for others = 30%                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                              |                                                                                                                                                              |                                          |                                                    |                                                   |                               |                                                    |  |

OWNER:  
ACHARA VET  
GREENVILLE, SC

RENOVATION FOR  
WILLS PARK  
VET-ALPHARETTA  
11770 HAYES  
BRIDGE RD,  
ALPHARETTA GA  
30009



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REVISIONS:

| No. | Description | Date |
|-----|-------------|------|
|-----|-------------|------|

PROJECT: 2024.13

DATE: 3.24.2024

DRAWN BY: CRS

CHECKED BY: ACHARA VET

LIFE SAFETY  
PLAN / CODE  
REVIEW

G-02

3.29.2024 CD SET

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C:\Users\Chris\OneDrive - stonecraftstudio3.com\Documents\STONECRAFT STUDIO3 (HD)6\_2024 SC53 PROJECT FOLDER\12\_ACHARA VET - Alpharetta GA\PHED0B FLD E03-29-24 SC53 ACHARA VET-ALPHARETTA RENOVATION CD PROGRESS SET PS.rvt

- GENERAL NOTES:**
- THESE DRAWINGS HAVE BEEN PREPARED UNDER A LIMITED SERVICES AGREEMENT AND ARE INTENDED TO CONVEY DESIGN INTENT ONLY. ENGINEERING SERVICES FOR STRUCTURAL, PLUMBING, MECHANICAL, ELECTRICAL, ETC. ARE REQUIRED BY THE PERMITTING AUTHORITY AND ARE NEEDED TO REASONABLE DESCRIBE THE WORK.
  - ALL DRAWINGS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITY MUST BE RETAINED AT THE CONSTRUCTION SITE UNTIL FINAL INSPECTION IS MADE. REVISIONS MUST BE SUBMITTED TO THE PERMITTING AUTHORITY FOR REVIEW AND ACCEPTANCE.
  - CONSTRUCTION SHALL BE INSPECTED FOR COMPLIANCE WITH APPROVED DESIGN DOCUMENTS AND APPLICABLE CODES AND JURISDICTIONAL REQUIREMENTS.
  - A CERTIFICATE OF OCCUPANCY MUST BE OBTAINED BY THE TENANT PRIOR TO OCCUPANCY OF ANY PORTION OF THE WORK.
  - PREMISES STREET ADDRESS (AND UNIT/SUITE NUMBER IF APPLICABLE), BUILDING PERMITS, AND OTHER PUBLIC NOTICES SHALL BE PROPERLY DISPLAYED AS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION.
  - EGRESS (EXIT) DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE/EFFORT.
  - EXITS AND EXIT ACCESS DOORS SHALL BE MARKED WITH AN APPROVED EXIT SIGN, READILY VISIBLE FROM THE DIRECTION OF EGRESS TRAVEL ASSOCIATED WITH THE CORRESPONDING EXIT.
  - THE MEANS OF EGRESS, INCLUDING EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THAT THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE NOT LESS THAN 1 FOOT-CANDLE AT THE FLOOR LEVEL OR AS REQUIRED BY APPLICABLE CODES AND JURISDICTIONAL REQUIREMENTS.
  - WHERE INDICATED, WALL MOUNTED 2# 2-A PORTABLE FIRE EXTINGUISHERS ARE TO BE PROVIDED UNLESS OTHERWISE REQUIRED BY THE FIRE MARSHAL. MOUNTING HEIGHT SHALL BE 4'-6" TO THE TOP OF THE EXTINGUISHER.

- CODES:**
- ALL WORK DEPICTED HEREIN IS TO BE PERFORMED IN FULL COMPLIANCE WITH ALL CODES, REGULATIONS, ORDINANCES, AND OTHER LEGAL REQUIREMENTS IN FORCE IN THE PROJECT JURISDICTION. THE GENERAL CONTRACTORS WILL WORK TO ENSURE ADHERENCE TO THESE REQUIREMENTS.
  - THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE FAMILY OF CODES IS IN FORCE AT THE TIME OF DESIGN. CONSTRUCTION SHALL BE GOVERNED BY THE CODES AND REQUIREMENTS IN FORCE AT THE TIME OF PERMITTING.
  - IN CASE OF CONFLICT BETWEEN THESE CODES AND STANDARDS OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE MOST STRINGENT SHALL GOVERN. REPORT ANY DISCREPANCIES TO THE OWNER FOR RESOLUTION PRIOR TO THE START OF WORK. SHOULD THE CONTRACTOR PROCEED WITH WORK WITHOUT RESOLUTION BETWEEN THE GC, CODE OFFICIAL, AND OWNER, IT WILL NOT RELIEVE THE CONTRACTOR FROM MODIFYING, REMOVING OR REPLACING THE WORK TO CONFORM TO THE DESIGN INTENT OF THE CONTRACT DOCUMENTS.

**PROTECTION OF EXISTING:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MATERIALS, FINISHES, CEILINGS, ETC. TO REMAIN DURING ALL CONSTRUCTION OPERATIONS. ANY DAMAGE TO THESE MATERIALS AND FINISHES SHALL BE REPAIRED AND OR REPLACED AS DIRECTED BY THE LANDLORD AND/OR TENANT AS APPROPRIATE.
- CONTRACTOR SHALL PROVIDE FLOORWALL PROTECTION FOR ALL AREAS BEING TRAVELED BY THE CONTRACTOR TO ACCESS WORK AREAS. DURING DEMOLITION, AND CONSTRUCTION ACTIVITIES, ANY DAMAGE TO PROTECTION COVERING MATERIALS SHALL BE REPAIRED DURING CONSTRUCTION. ANY DAMAGE TO EXISTING CONDITIONS AND FINISHES SHALL BE REPAIRED AND OR REPLACED AS DIRECTED BY THE LANDLORD AND/OR TENANT.
- CONTRACTOR SHALL DOCUMENT ANY EXISTING DAMAGE TO WALL AND FLOOR FINISHES, SEATING, DOORS, ETC. PRIOR TO THE START OF WORK BY PHOTOGRAPHS OR VIDEOS AND WRITTEN DOCUMENTATION ON THE LOCATION OF THE DAMAGE PRIOR TO THE START OF WORK. THESE LOCATIONS SHALL BE REVIEWED WITH THE LANDLORD AND/OR TENANT PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL CLEAN EXISTING AREAS THAT ARE NOT PART OF THE CONSTRUCTION THAT BECOME TRACKED WITH CONSTRUCTION MATERIALS AND DUST AT PROJECT COMPLETION. AREAS UTILIZED FOR CONTRACTOR STAGING AREAS AND BUILDING ACCESS LOCATIONS SHALL BE RESTORED TO THEIR ORIGINAL STATE PRIOR TO THE COMPLETION OF CONSTRUCTION.

**GENERAL PROJECT NOTES**

1 1/2" = 1'-0"

DOUBLE CHECK AND FILL IN BLANKS

- COORDINATION:**
- DOCUMENTATION OF EXISTING CONDITIONS IS FROM SURVEYS PROVIDED BY THE OWNER AND PERFORMED SPECIFICALLY FOR THIS PROJECT. HOWEVER, THE GENERAL CONTRACTOR SHALL VERIFY DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS AT THE SITE BEFORE COMMENCING WORK AND REPORT DISCREPANCIES TO THE OWNER, THE CIVIL ENGINEER, AND SC53 FOR RESOLUTION PRIOR TO THE START OF WORK. THE CONTRACTOR(S) SHALL CORRECT ALL DEVIATIONS AND MAKE ANY ADJUSTMENTS TO THE WORK BEFORE HE BEGINS HIS PORTION OF THE WORK.
  - THE CONTRACTOR SHALL VISIT THE SITE AND BE KNOWLEDGEABLE OF CONDITIONS THEREON. HE SHALL INVESTIGATE, VERIFY AND BE FAMILIAR WITH CONDITIONS OF THE PROJECT. HE SHALL NOTIFY THE TENANT OF ANY CONDITIONS REQUIRING MODIFICATION BEFORE PROCEEDING WITH THE WORK.
  - SHOULD THE DRAWINGS FAIL TO PARTICULARLY DESCRIBE THE MATERIAL OR KIND OF PRODUCTS TO BE USED IN ANY PLACE, THEN IT SHALL BE THE DUTY OF THE CONTRACTOR TO COORDINATE REQUIREMENTS WITH THE OWNER AND INFORM SC53.
  - THE GENERAL CONTRACTOR SHALL FOLLOW ALL NECESSARY STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS TO SUPPORT THE ARCHITECTURAL DRAWINGS IN DEFINING THE SCOPE OF WORK OF THE CONTRACT DOCUMENTS. DISCREPANCY BETWEEN THE ARCHITECTURAL AND THE ENGINEERING DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE TENANT AND SC53 BEFORE COMMENCING THE WORK. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECTURAL DRAWINGS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS EXPENSE AND AT NO ADDITIONAL COST TO THE OWNER.
  - DO NOT SCALE DRAWINGS. M.E.P. DRAWINGS AND RELATED SYMBOLS DO NOT INDICATE EXACT LOCATION. THE GC SHALL COORDINATE WITH OWNER AND SC53
  - CONTRACTOR'S MATERIALS AND ACTIVITIES SHALL NOT BLOCK ANY EXIT WHILE THE BUILDING IS OCCUPIED.
  - THE CONTRACT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL. PERFORMANCE BY THE CONTRACTOR(S) SHALL BE REQUIRED TO THE EXTENT CONSISTENT WITH THE CONTRACT DOCUMENTS, REASONABLY INFERRABLE FROM THEM AND REASONABLY FORESEEABLE, USING THE MEANS, METHODS AND PROCEDURES NECESSARY TO PRODUCE THE INTENDED RESULTS.
  - EXISTING CONSTRUCTION AND FINISHES SHALL BE REPAIRED WHERE CUT OR DAMAGED BY OTHER PORTIONS OF THE WORK. REPAIRS SHALL BE MADE BY TRADES PEOPLE WHO ARE, BY TRAINING AND EXPERIENCE, QUALIFIED TO MAKE SUCH REPAIRS.
  - ENSURE THAT WALL FINISH MATERIALS SUCH AS PAINT ARE COMPATIBLE WITH SEALANT MATERIAL UTILIZED IN THE WALL CONSTRUCTION.
  - ALL NEW WORK ADJOINING EXISTING CONSTRUCTION SHALL ALIGN WITH AND MATCH EXISTING CONSTRUCTION UNLESS OTHERWISE DIMENSIONED OR DETAILED.
  - NEW GYPSUM BOARD CONSTRUCTION MEETING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH THE EXISTING MATERIALS AND SHOW NO VISIBLE JOINT.
  - ANY DETAILS, SYSTEMS, MATERIALS, (I.E. ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, ETC.) WHICH ARE PROPOSED TO BE CHANGED BY THE CONTRACTOR MUST FIRST BE REVIEWED BY THE OWNER AND GENERAL CONTRACTOR PRIOR TO THE PREPARATION OF SHOP DRAWINGS.
  - WHETHER OR NOT EXPLICITLY INDICATED, ALL GLAZING SHALL BE SAFETY GLAZING / TEMPERED WHEN WITHIN 18" OF THE FLOOR, WITHIN 36" HORIZONTAL DISTANCE FROM ANY DOOR, OR WHERE OTHERWISE REQUIRED BY CODE.
  - THE GC AND SUBCONTRACTORS ARE REQUIRED TO PROVIDE SHOP DRAWINGS AND COORDINATION DRAWINGS TO GUIDE THE FIELD INSTALLATION OF ALL SYSTEMS. THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL NOT USE THESE DIAGRAMMATIC CONTRACT DOCUMENTS AS THEIR SHOP AND COORDINATION DRAWINGS.
  - IN AREAS TO BE PAINTED AND WHERE NO CEILING IS INDICATED, PAINT SHALL EXTEND TO THE BOTTOM OF THE ROOF STRUCTURE (TYPICAL).
  - IT IS THE DESIGN INTENT THAT ALL DEVICES MOUNTED ON WALL, SUCH AS LIGHT SWITCHES, ELECTRICAL RECEPTACLES, THERMOSTATS, TEMPERATURE SENSORS, SECURITY CARD READERS, MOTION DETECTORS, OCCUPANCY SENSORS, FIRE ALARM DEVICES, DIMMING CONTROLS, ETC. SHALL BE FURNISHED IN THE SAME COLOR UNLESS OTHERWISE INDICATED BY THE TENANT.
  - ALL WALL MOUNTED DEVICES SUCH AS ELECTRICAL RECEPTACLE PLATES, ELECTRICAL SWITCH PLATES, THERMOSTATS, LIGHT FIXTURES, DATA PLATES, SIGNAGE, FIRE ALARM PULL STATIONS, FIRE ALARM HORNS AND STROBES, MOTION DETECTORS, ETC. SHALL BE MOUNTED LEVEL AND PLUMB, WHERE DEVICES ARE ADJACENT TO ANOTHER SUCH AS LIGHT SWITCHES, RECEPTACLES, THERMOSTATS, ETC., THE TOP OF THE DEVICE SHALL ALIGN WITH THE ADJACENT DEVICE.
  - ANY EXISTING DEVICES REMOVED FOR CONSTRUCTION OPERATIONS SHALL BE CLEANED AND REINSTALLED AS NOTED IN THE DOCUMENTS.
  - CONTRACTOR ACCESS DURING CONSTRUCTION WILL BE DETERMINED BY THE TENANT AND/OR LANDLORD.
  - INSTALL BLOCKING IN PARTITIONS WALLS FOR CASEWORK, WALL MOUNTED EQUIPMENT, TRIM AND RELATED CONSTRUCTION. COORDINATE WITH TENANT.
  - WOOD BLOCKING SHALL BE PRESSURE OR FIRE-RETARDANT TREATED WHERE REQUIRED BY CODE OR THE CODE OFFICIAL.
  - WALL ACCESSORIES SUCH AS FIRE EXTINGUISHER, CABINETS, PAPER TOWEL DISPENSER, ETC. SHALL BE INSTALLED IN SUCH A WAY AS TO NOT REDUCE THE FIRE RATING OF THE WALL.
  - ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER AND AT A LEVEL THAT MEETS OR EXCEEDS INDUSTRY STANDARDS FOR SIMILAR WORK.
  - THE GENERAL CONTRACTOR SHALL PERIODICALLY REMOVE DEBRIS IN AN APPROVED MANNER AND CLEAN THE JOB SITE THROUGHOUT THE DURATION OF THE WORK. A FINAL CLEANING SHALL BE CONDUCTED UPON COMPLETION OF WORK TO REMOVE ALL TOOLS, DEBRIS, DUST, ETC. SO AS TO DELIVER THE SPACE TO THE OWNER IN AN IMMEDIATELY OCCUPABLE CONDITION.

**DIMENSIONS:**

- INTERIOR DIMENSIONS INDICATED ARE TO FACE OF EXISTING WALL FINISH, FACE OF NEW FRAMING OR EDGE OF SUSPENDED CEILING ELEMENT (U.N.O.).
- CONTRACTOR(S) AND TENANT TO COORDINATE ALL DIMENSIONS CONCERNING WINDOWS, EXISTING STRUCTURE, OVERHEAD FRAMING, EXISTING DRYWALL, CONSTRUCTION, CEILINGS, ETC. PRIOR TO FABRICATION AND CONSTRUCTION.
- IF THERE ARE ANY DECREPANCIES IN DIMENSIONS, THE GC SHALL CONTACT SC53, THE ENGINEERS OF RECORD, AND/OR THE OWNER FOR COORDINATION.

**SYSTEMATIC METHODOLOGIES:**

- ALL DIMENSIONS, NOTES, AND FINISHES SHOWN ON TYPICAL FLOOR PLANS, SECTIONS OR DETAILS SHALL APPLY TO ALL SIMILAR, SYMMETRICAL OR OPPOSITE HAND PLANS, SECTIONS OR DETAILS, FOR ALL SUITES.
- TYPICAL, OR "TYP," SHALL MEAN THAT THE CONDITION IS REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS REQUIRED OTHERWISE (U.O.N.). DETAILS ARE USUALLY KEYED AND NOTED "TYP" ONLY ONE TIME WHEN THEY FIRST OCCUR.
- LARGE SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE, DETAILS TAKE PRECEDENCE OVER ALL.
- THE PHRASE "MOCK UP" AND "IN PLACE SAMPLES" ARE USED INTERCHANGEABLY.

**FINISHED APPEARANCE OF EXPOSED WORK:**

- ANY WORK THAT IS NOT FORMED AS REQUIRED OR FOR ANY REASON IS OUT OF ALIGNMENT, NOT LEVEL, OR SHOWS A DEFECTIVE SURFACE, AS DETERMINED BY THE TENANT, SHALL BE REMOVED AND REPLACED FROM THE JOB AND RECONSTRUCTED PER CONTRACT DOCUMENTS AT NO ADDITIONAL COST TO THE TENANT, AND WITH NO INCREASE IN PROJECT SCHEDULE, UNLESS THE TENANT GRANTS PERMISSION TO REPAIR THE DEFECTIVE AREA. PERMISSION TO PATCH ANY SUCH AREA SHALL NOT BE CONSIDERED A WAIVER OF THE TENANT'S RIGHT TO REQUIRE A COMPLETE REMOVAL OF DEFECTIVE WORK IF THE REPAIR DOES NOT IN HIS OPINION, SATISFACTORILY RESTORE THE QUALITY OF THE WORK.
- PROTECTION MATERIALS EXPOSED IN THE FINISHED WORK FORMS AN IMPORTANT PART OF THE COMPLETED DESIGN. AS SUCH, THE CONTRACTOR'S ATTENTION IS DIRECTED TO PROTECTION OF MATERIALS EXPOSED IN THE FINISHED WORK DURING AND AFTER INSTALLATION. DAMAGE TO MATERIALS EXPOSED IN THE FINISHED VIEW SHALL BE DEEMED DEFECTIVE AND SHALL BE CAUSE FOR REJECTION OF THE WORK. DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO: PHYSICAL DAMAGE (CHIPPING, CRACKING, SCRATCHING, DENTS, TOOL MARKS, ETC.) OR STAINING DUE TO CONTRACTOR'S OPERATIONS, PHYSICAL DAMAGE OR STAINING DUE TO AIR BORNE CONTAMINANTS (DUST, WIND BORNE DEBRIS, ETC.), THERMAL OR MOISTURE STRESS DAMAGE, AND PHYSICAL DAMAGE OR STAINING CAUSED BY ORGANIC GROWTHS/CONTAMINANTS (MOLD, MILDEW, ETC.) SHALL BE REPLACED, AT NO ADDITIONAL COST TO THE TENANT.
- ALL EXISTING FINISH FACES OF INTERIOR WALLS, EXISTING COLUMN ENCLOSURES, FACE OF SOFFITS, ETC. SHALL BE SANDED, PATCHED, AND REPAIRED PRIOR TO INSTALLATION OF NEW FINISH PAINTS.

**EXPOSED TO VIEW LIMITATIONS:**

- EXPOSED FASTENERS ARE ONLY APPROPRIATE IN THE FINISHED WORK WHERE IDENTIFIED ON DESIGN DOCUMENTS, OR UNLESS APPROVED BY THE TENANT IN WRITING OR APPROVED ON SHOP DRAWINGS.
- WITH THE EXCEPTION OF OVERHEAD SERVICES TO BE PAINTED, ALL PIPES, CONDUIT, DUCTS AND OTHER SIMILAR ELEMENTS ARE TO BE CONCEALED WITHIN WALLS OR ABOVE CEILINGS UNLESS OTHERWISE DIRECTED BY THE TENANT.

**PENETRATION OF RATED ASSEMBLIES:**

- ALL VOIDS AND PENETRATIONS THROUGH FLOOR SLABS AND WALLS BY CONDUITS, PIPES, ETC. SHALL BE SEALED TO MAINTAIN FIRE RATINGS OF THE RATED CONDITION.

**DISSIMILAR METALS:**

- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO PREVENT MOLECULAR BREAKDOWN, CORROSION AND GALVANIC ACTION.

**GENERAL PERMIT COMMENTS**

- ALL E911 ADDRESSES WILL NEED TO BE SUPPLIED PRIOR TO BUILDING PERMIT APPLICATION.
- ALL SIGNAGE MUST BE PERMITTED SEPARATELY.
- EXIT SIGNAGE IN BRAILLE WILL BE NEEDED AT ALL EXIT DOOR LOCATIONS.
- ADDRESS MUST BE POSTED ON FRONT OF BUILDING SO THAT IT IS VISIBLE FROM STREET.
- ADDRESS WILL NEED TO BE POSTED ON REAR OF BUILDING DOOR.
- RATED WALLS TO BE IDENTIFIED AND LABELED.
- ALL EMERGENCY AND EXIT LIGHTS TO BE FIELD TESTED FOR COMPLIANCE.

OWNER:  
ACHARA VET  
GREENVILLE, SC

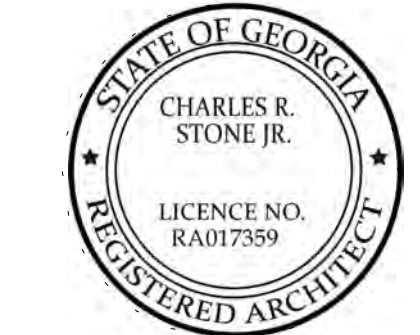
RENOVATION FOR  
WILLS PARK  
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11770 HAYES  
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**REVISIONS:**

| No. | Description | Date |
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PROJECT: 2024.13  
DATE: 3.24.2024  
DRAWN BY: CRS  
CHECKED BY: ACHARA VET

PROJECT  
NOTES

G-03



OWNER:  
ACHARA VET  
GREENVILLE, SC

RENOVATION FOR  
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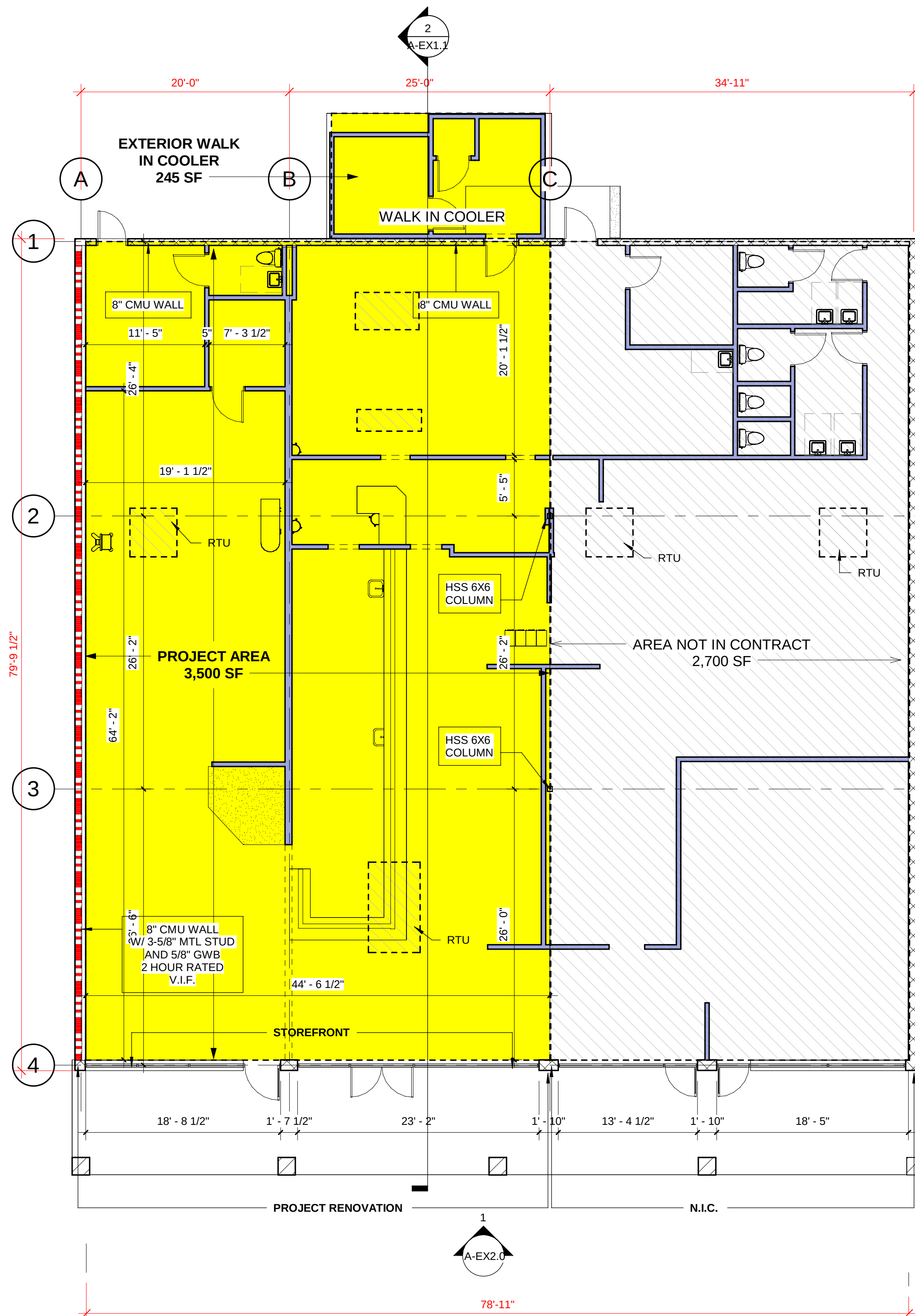
| No. | Description | Date |
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|-----|-------------|------|

PROJECT: 2024.13  
DATE: 3.24.2024  
DRAWN BY: CRS  
CHECKED BY: OWNER

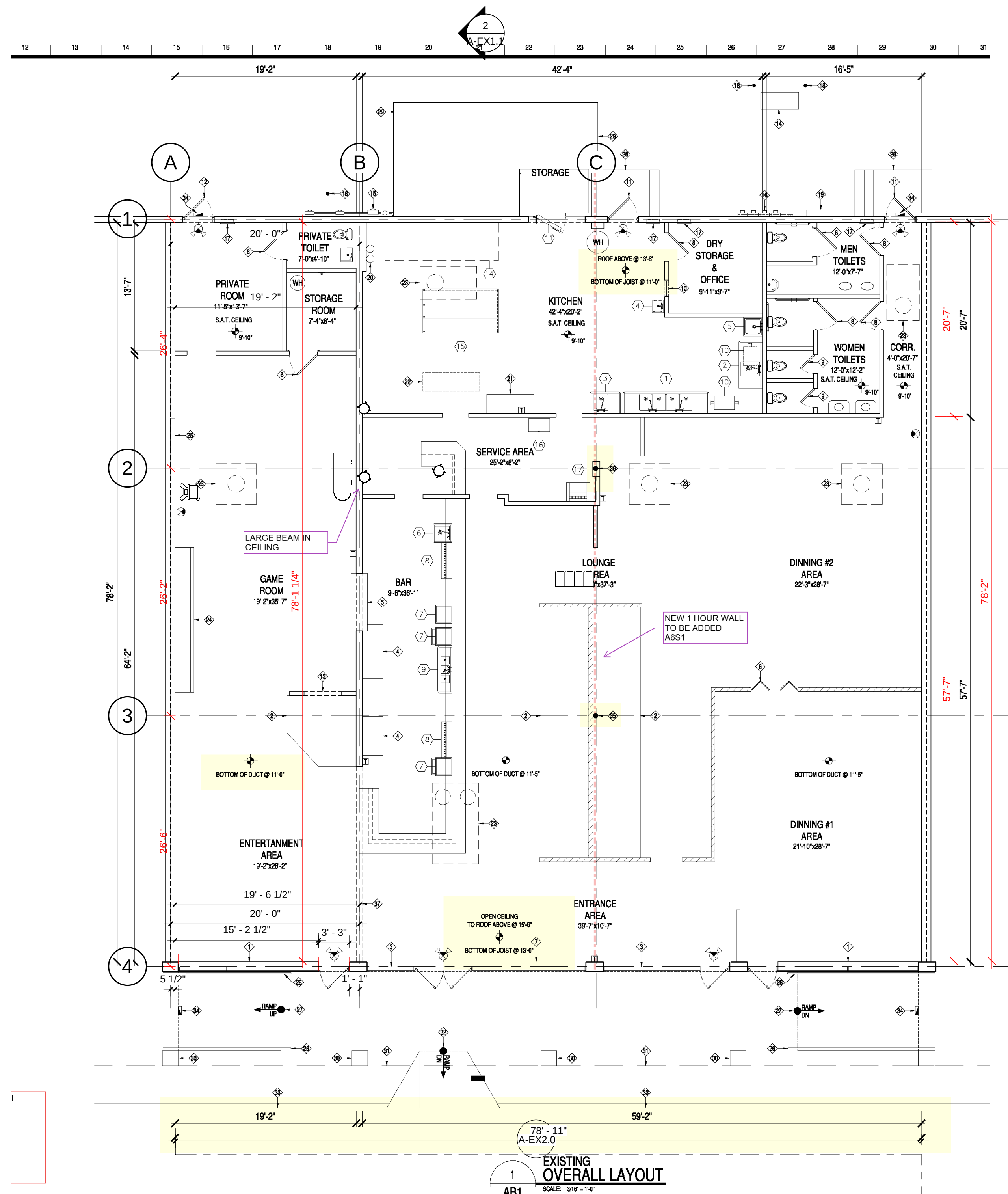
1ST FLOOR  
EXISTING

A-EX1.0

3.29.2024 CD SET  
Page 62 of 262



1 FIRST FLOOR PLAN  
1/8" = 1'-0"



2 FIRST FLOOR PLAN  
1/8" = 1'-0"

#### FLOOR PLAN SHEET NOTES

- EXTERIOR DIMENSIONS AT MASONRY VENEER ARE TO FACE OF MASONRY.
- INTERIOR DIMENSIONS INDICATED ARE TO FACE OF FINISH, AND CENTERLINES OF COLUMNS, UNO.
- LOCATE DOOR OPENINGS 4" FROM NEAREST PERPENDICULAR WALL.
- FIRE AND SOUND RATED WALLS/PARTITIONS TO BE CONSTRUCTED TIGHT TO STRUCTURE, PIPING, DUCTWORK AND OTHER PENETRATIONS. ALL WORK IS TO BE BRACED TO STRUCTURE ABOVE.
- WHERE PARTITIONS OF DIFFERENT FIRE RATINGS INTERSECT, THE HIGHEST RATED PARTITION SHALL CONTINUE THROUGH. MAINTAIN PARTITION FIRE RATING BEHIND RECESSED FIRE EXTINGUISHER CABINETS.
- INSTALL BLOCKING IN PARTITIONS FOR CASEWORK, WALL MOUNTED EQUIPMENT, TRIM AND RELATED CONSTRUCTION AS INDICATED IN THE SPECIFICATIONS.
- SEE LIFE SAFETY PLANS FOR REQUIRED FIRE SEPARATION WALLS.
- SEE SHEET A-421/422 FOR DOOR WINDOW & GLAZING TYPES.
- SEE SHEET A-003 FOR CONSTRUCTION SUBSYSTEMS (OR PARTITION SCHEDULE).
- SEE SHEET A-XXX FOR CASEWORK SCHEDULES, DESIGNATIONS & DETAILS.
- SEE SHEET A-421/422 FOR INTERIOR ELEVATIONS, ACCESSORY DESCRIPTIONS & MOUNTING HEIGHTS.
- SEE SHEET A-421 FOR SIGN SCHEDULE & ELEVATIONS AND DETAILS.

#### PARTITION LEGEND

- ALL EXTERIOR WALLS TO BE U.N.O.
  - ALL INTERIOR MASONRY PARTITIONS TO BE U.N.O.
  - ALL INTERIOR METAL STUD PARTITIONS TO BE TYPE U.N.O.
- |     |                                |
|-----|--------------------------------|
| --- | NON-RATED PARTITION TO CEILING |
| --- | NON-RATED PARTITION TO DECK    |
| --- | 1 HR. RATED PARTITION TO DECK  |
| --- | 2 HR. RATED PARTITION TO DECK  |
| --- | 4 HR. RATED PARTITION TO DECK  |

NOTE: SEE SHEET A003 FOR CONSTRUCTION OF PARTITION TYPES.

#### KEY PLAN

SHOULD BE OK DOUBLE CHECK



OWNER:  
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PROJECT: 2024.13

DATE: 3.24.2024

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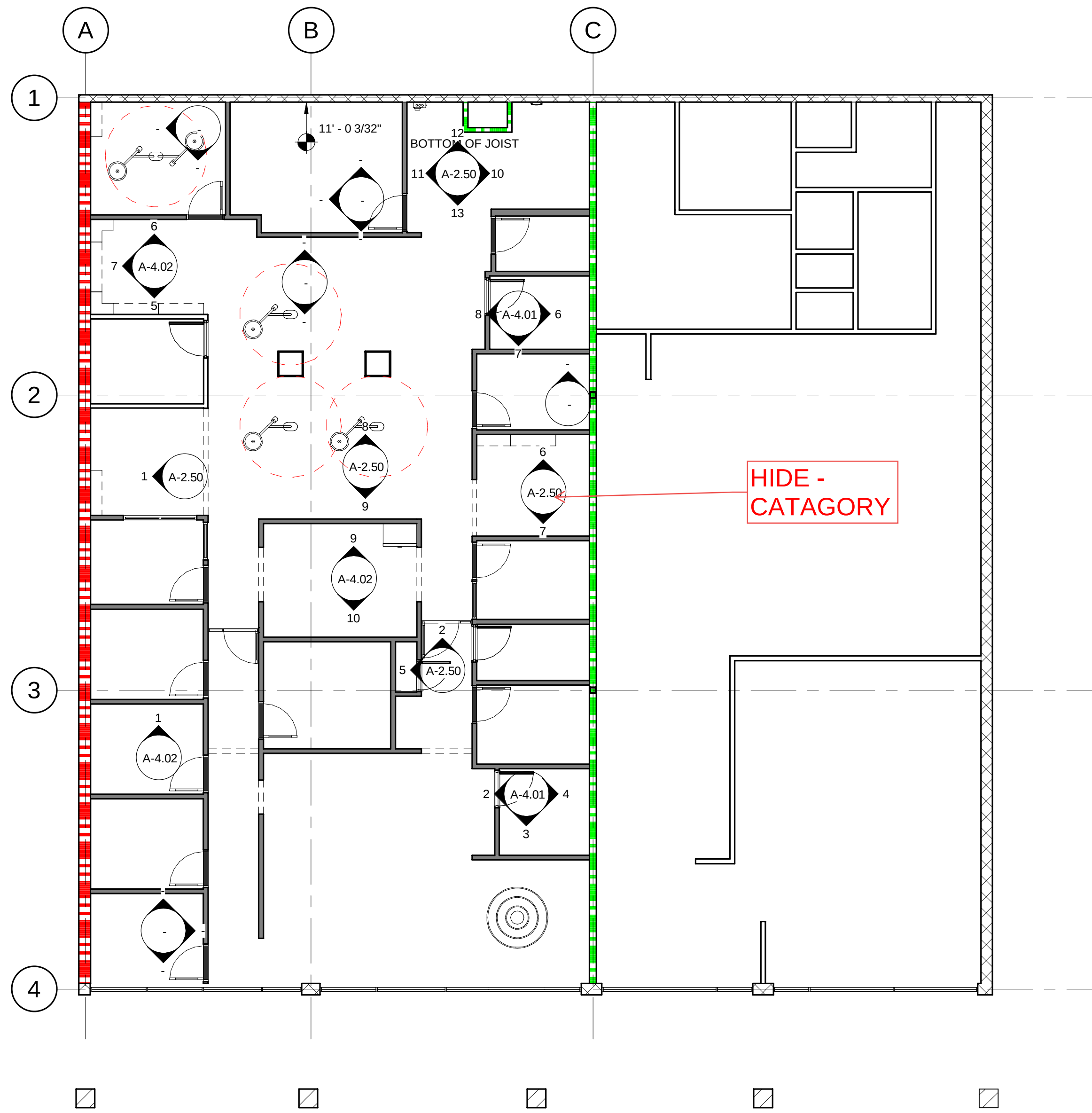
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RCPI/ ROOF /  
SECTION

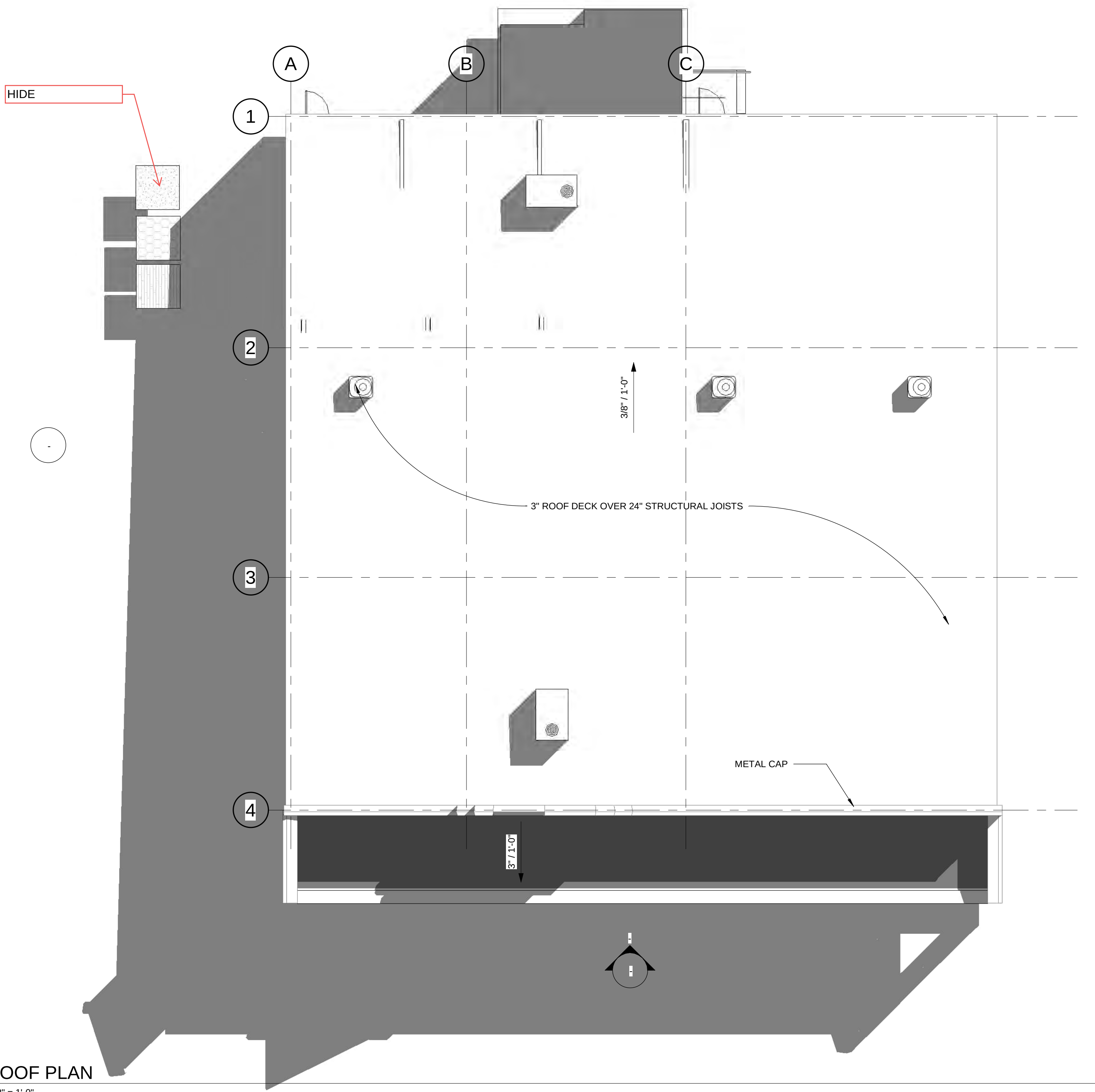
A-EX1.1

3.29.2024 CD SET

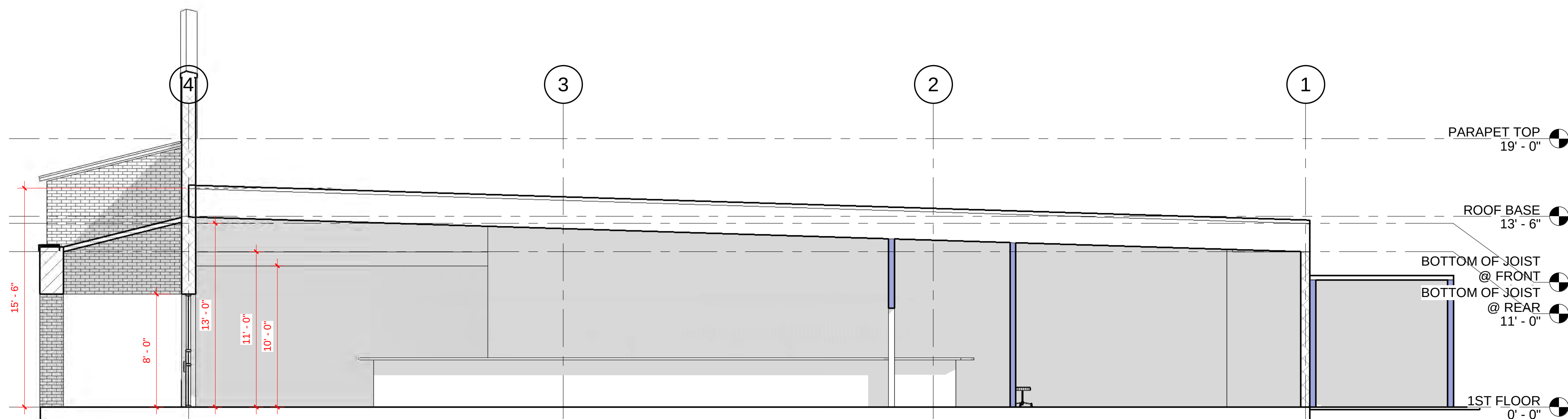
Page 03 of 262



1 FIRST FLOOR REFLECTED CEILING PLAN  
1/8" = 1'-0"



3 ROOF PLAN  
1/8" = 1'-0"

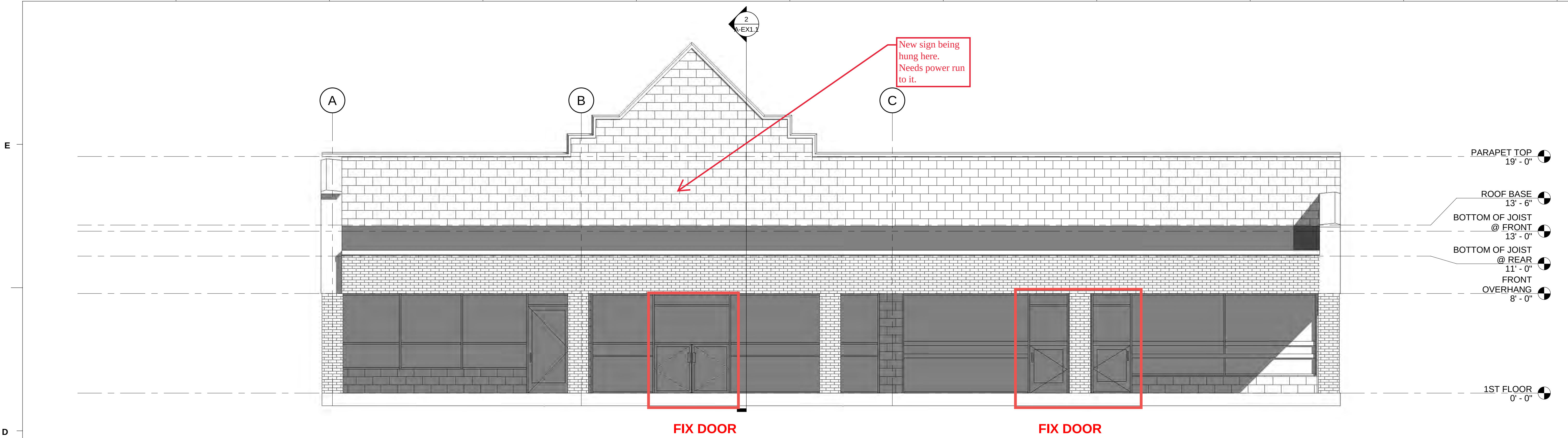


2 EXISTING SECTION 2  
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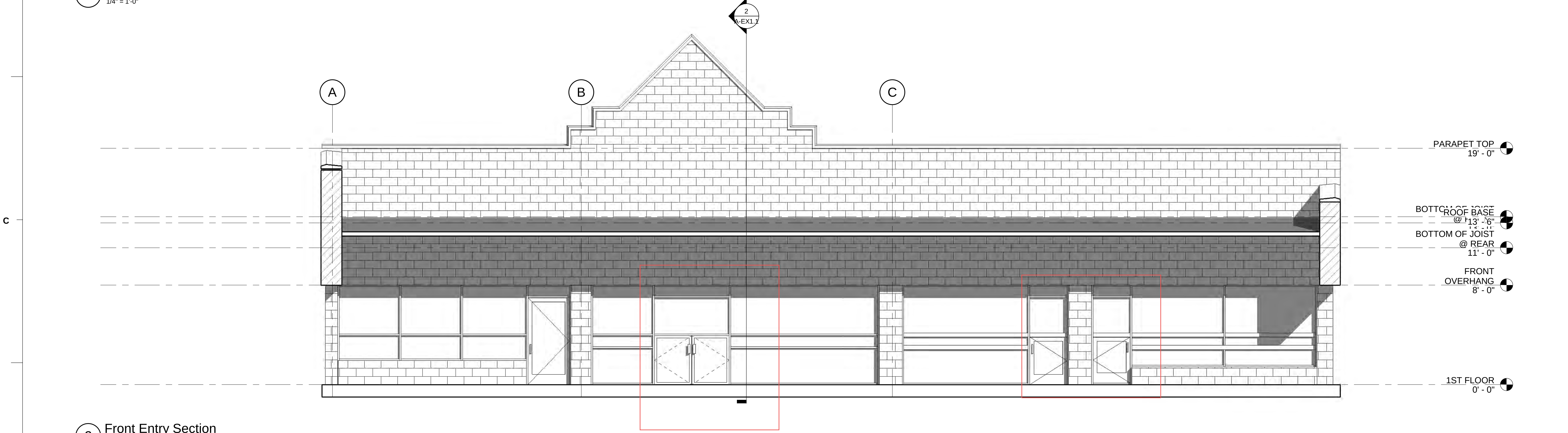
SHOULD BE OK - DOUBLE CHECK



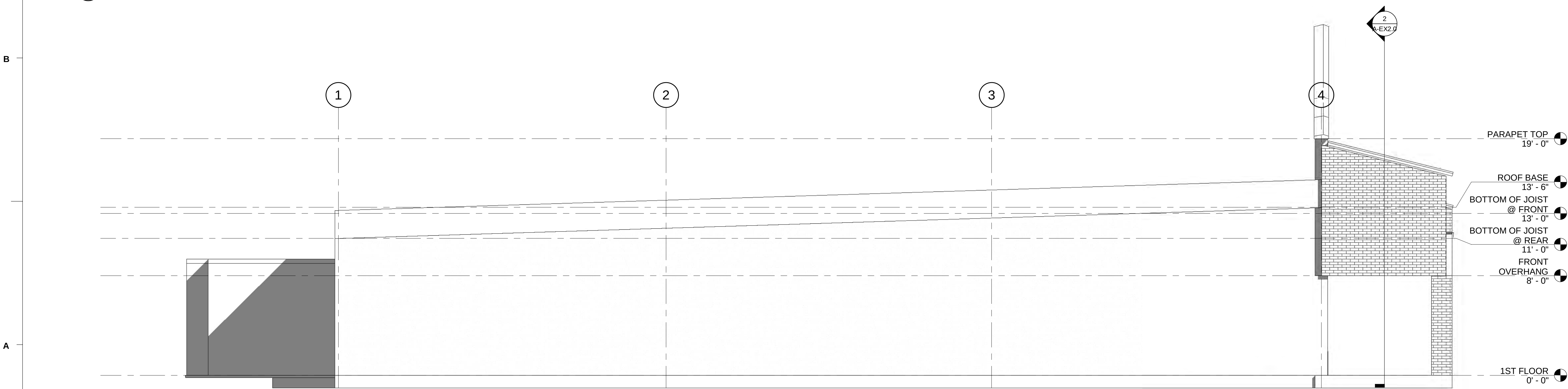
C:\Users\Chris\OneDrive - stonecraftstudio3.com\Documents\STONECRAFT STUDIO3 (H016)\_2024 SC53 PROJECT FOLDER\12\_ACHARA VET - Alpharetta GA\PHEDBE FILE\03-29-24 SC53 ACHARA VET-ALPHARETTA RENOVATION CD PROGRESS SET PS.rvt  
3/29/2024 1:02:24 PM



1 EXISTING - FRONT / SOUTH  
1/4" = 1'-0"



2 Front Entry Section  
1/4" = 1'-0"



3 EXISTING - LEFT / WEST  
1/4" = 1'-0"

OWNER:  
ACHARA VET  
GREENVILLE, SC

RENOVATION FOR  
WILLS PARK  
VET-ALPHARETTA  
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BRIDGE RD,  
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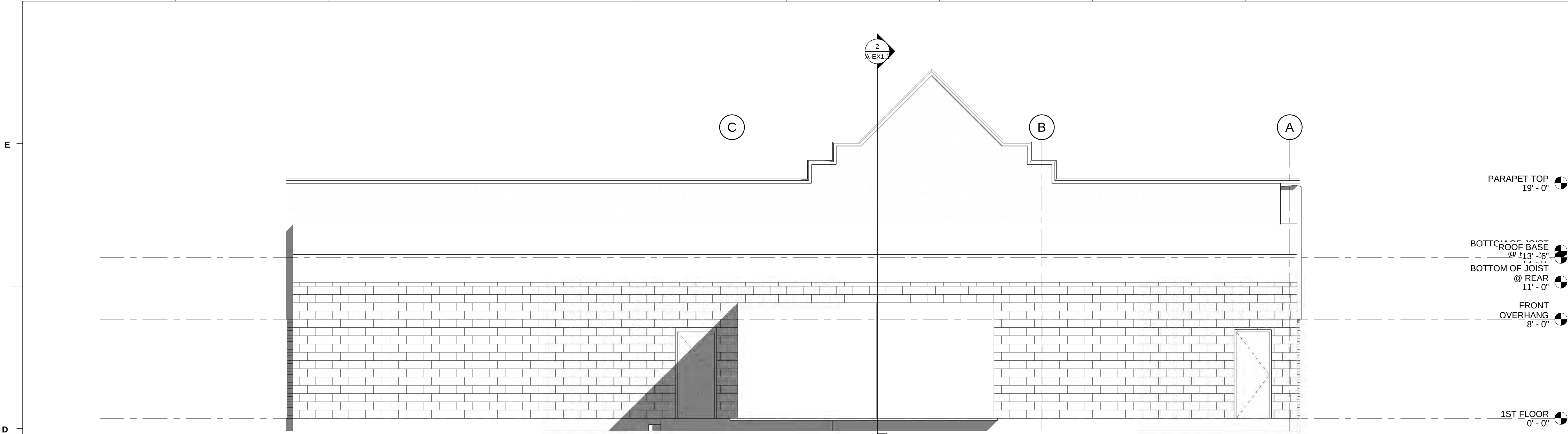
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EXTERIOR  
ELEVATIONS

A-EX2.0

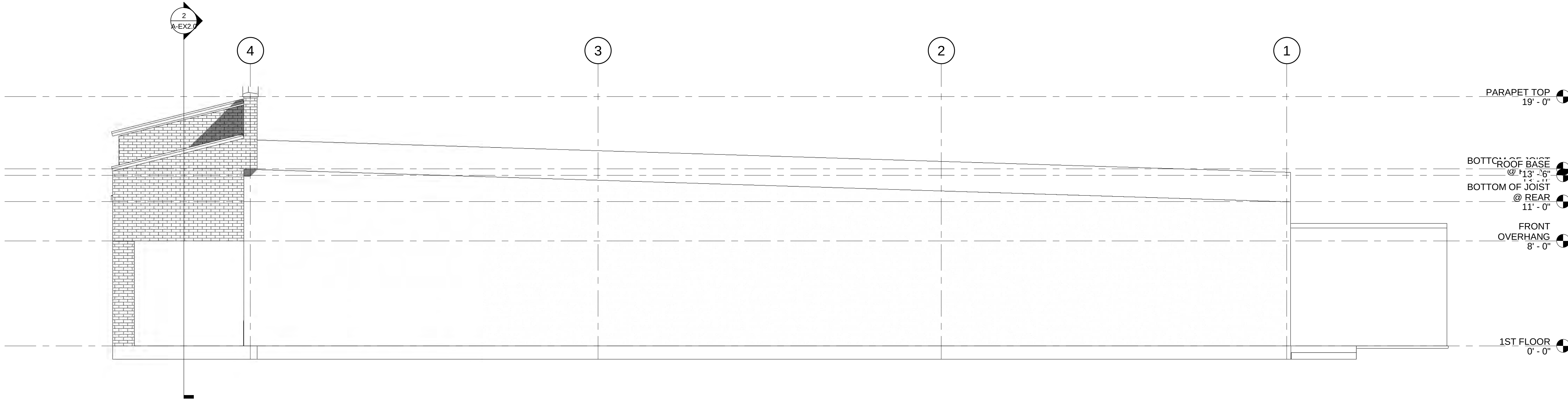


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1 EXISTING - REAR / NORTH  
1/4" = 1'-0"

DOUBLE CHECK



2 EXISTING - RIGHT / EAST  
1/4" = 1'-0"

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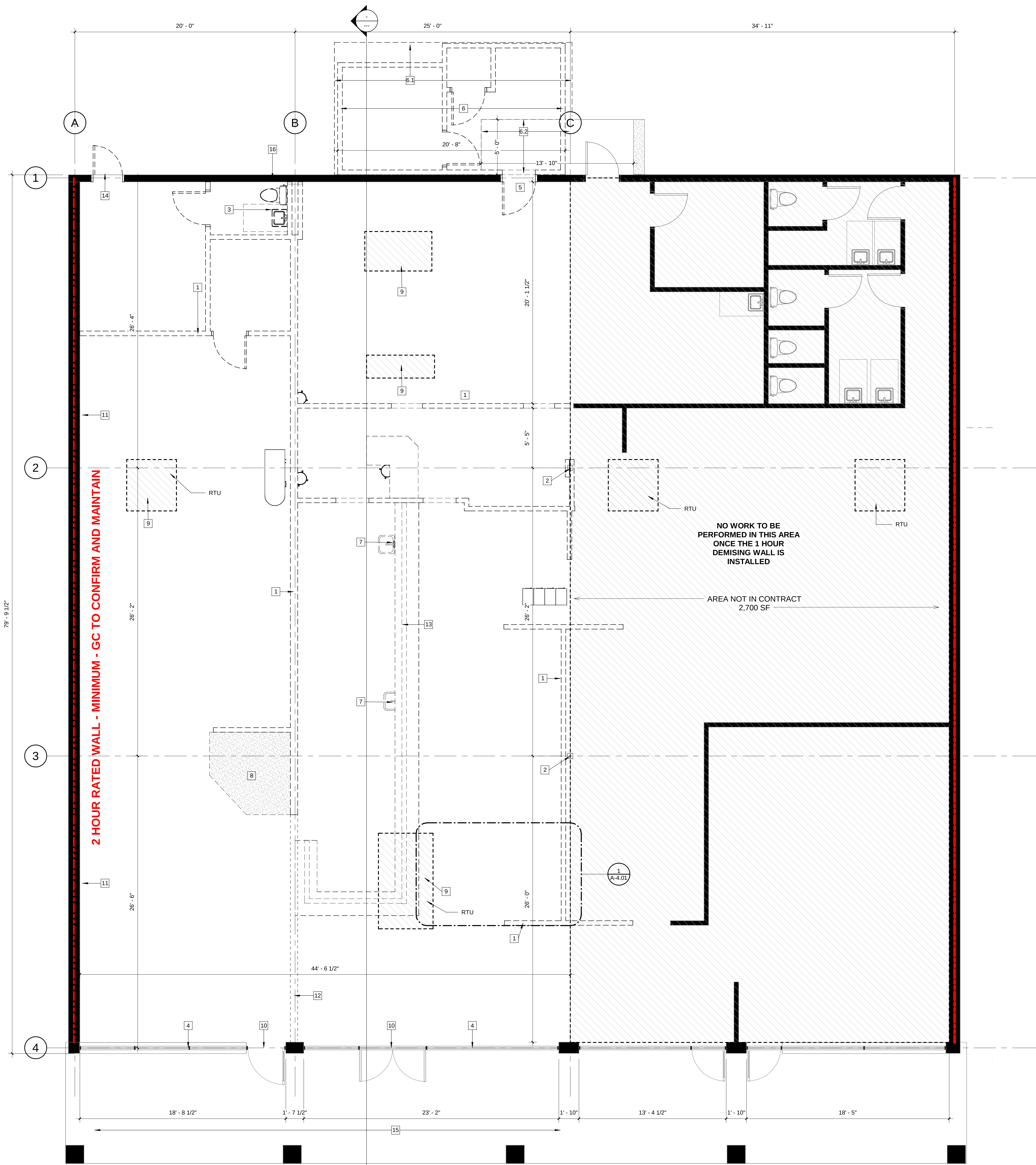
EXTERIOR  
ELEVATIONS 2

A-EX2.1



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1 MAIN FLOOR PLAN - DEMO  
1/4" = 1'-0"



### DEMOLITION NUMBERED NOTES

- 1 DEMO WALL
- 2 HSS B&S COLUMN TO REMAIN
- 3 DEMO TOILET - NEW SEWER TIE IN FOR NEW RESTROOMS
- 4 STOREFRONT TO REMAIN
- 5 DEMO DOOR AND REVERSE FOR EGRESS- OPENING TO REMAIN
- 6 DEMO EXISTING COOLER STRUCTURE
- 6.1 DEMO COOLER PLATFORM
- 6.2 COOLER PLATFORM TO REMAIN FOR EGRESS PLATFORM
- 7 DEMO PLUMBING COORDINATE PLUMBING WITH NEW PLUMBING LOCATIONS
- 8 DEMO PLATFORM
- 9 HVAC - REFER TO MECHANICAL DRAWINGS
- 10 STOREFRONT DOOR TO REMAIN
- 11 2 HOUR FIRE WALL TO REMAIN AS RATED
- 12 DEMO BULKHEAD
- 13 DEMO BAR / COUNTERTOP
- 14 DEMO DOOR - OPENING TO REMAIN FOR NEW WINDOW
- 15 EXTERIOR COVERED AREA TO REMAIN AS IS. OUTSIDE OF CONTRACT
- 16 EXTERIOR WALL TO REMAIN AND ALL PENETRATIONS SEALED

### DEMOLITION PLAN SHEET NOTES

1. NUMBERED KEY NOTES DO NOT IMPLY SEQUENCE. CONTRACTOR TO PERFORM DEMOLITION WORK AS REQUIRED PER WORK SEQUENCE.
2. DEMOLITION DRAWINGS ARE INTENDED TO SHOW GENERAL AREAS OF DEMOLITION AS WELL AS GENERAL EXISTING CONDITIONS. THEY DO NOT SHOW ALL WORK WHICH MAY BE NECESSARY. COMPARE WITH DRAWINGS INDICATING NEW CONSTRUCTION.
3. REFER TO OTHER DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION ON DEMOLITION. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION ON MECHANICAL AND ELECTRICAL DEMOLITION.
4. EXISTING WORK TO REMAIN SHALL BE TEMPORARILY SECURED, BRACED AND STABILIZED UNTIL PERMANENT CONSTRUCTION IS IN PLACE.
5. VERIFY FIELD CONDITIONS PRIOR TO START OF DEMOLITION/CONSTRUCTION AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
6. VERIFY THAT CONSTRUCTION INDICATED FOR REMOVAL IS NOT LOAD BEARING OR IS ADEQUATELY SHORED AS INDICATED ON STRUCTURAL DRAWINGS PRIOR TO STARTING ANY WORK.
7. ERECT BARRICADES, FENCES OR OTHER SECURABLE MEANS TO PREVENT UNAUTHORIZED ACCESS INTO CONSTRUCTION ZONES.
8. DO NOT ALLOW MATERIAL AND DEBRIS GENERATED BY DEMOLITION ACTIVITIES TO ACCUMULATE ON THE JOB SITE. REMOVE DAILY AND DISPOSE OF IN A LEGAL MANNER. NO ON-SITE SALE OR BURNING OF REMOVED ITEMS IS PERMITTED.
9. THE CONTRACTOR MUST MAINTAIN ADEQUATE SUPPORT INSULATION, WATERPROOFING, EMERGENCY LIGHTING, SECURITY, ALARMS, ETC. FOR ALL OR PART OF ITEMS WHICH ARE TO REMAIN.
10. TERMINATE AND CAP ANY UTILITY IN WALLS CEILINGS AND FLOORS TO BE REMOVED AND NOT INTENDED FOR REUSE.
11. PREPARE AND PATCH SURFACES THAT RECEIVE NEW FINISHES AS REQUIRED BY REMOVING OR RELOCATING DEVICES, WIRING OR OTHER APPURTENANCES NO LONGER APPROPRIATE FOR THE NEW USE OF THE ROOM.
12. MAINTAIN EXISTING FINISHES, OPERATIONAL CHARACTERISTICS, AND APPEARANCE OF ITEMS SCHEDULED TO REMAIN OR BE REUSED.

### PARTITION LEGEND

1. ALL EXTERIOR WALLS TO BE U.N.O.
2. ALL INTERIOR MASONRY PARTITIONS TO BE U.N.O.
3. ALL INTERIOR METAL STUD PARTITIONS TO BE TYPE U.N.O.

NON-RATED PARTITION TO CEILING

NON-RATED PARTITION TO DECK

1 HR. RATED PARTITION TO DECK

2 HR. RATED PARTITION TO DECK

4 HR. RATED PARTITION TO DECK

NOTE: SEE SHEET A003 FOR CONSTRUCTION OF PARTITION TYPES.

DOUBLE CHECK

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GREENVILLE, SC

RENOVATION FOR  
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FIRST FLOOR  
PLAN DEMO

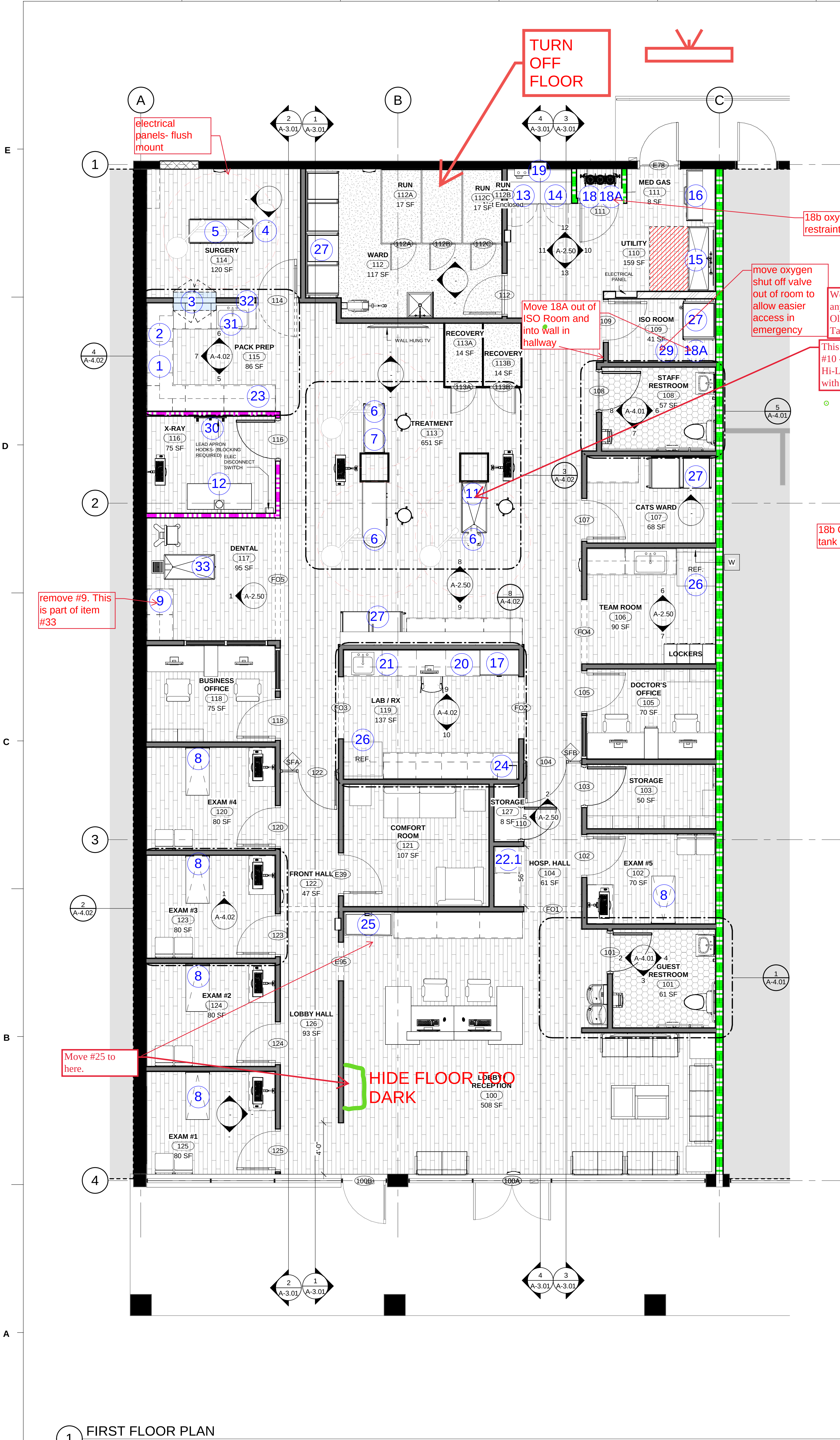
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| VET EQUIPMENT REFERENCE |                                                    |                                 |       |
|-------------------------|----------------------------------------------------|---------------------------------|-------|
| VET TYPE MARK           | VET KEY NOTE                                       | MFG / MODEL #                   | Count |
| 1                       | Autoclave                                          | Midmark M11-043                 | 1     |
| 2                       | Ultrasonic Cleaner                                 | Midmark QC1-01                  | 1     |
| 3                       | Surgery Pass Through Cabinet                       | TriStar Vet 700-500             | 1     |
| 4                       | Surgery Table- V-top, unheated, electric           | Midmark /100-3071-01            | 1     |
| 5                       | Lights- MI750 LED double-ceiling mounted (surgery) | Medical Illumination/61425      | 1     |
| 6                       | Lights- MI550 LED -Single head-ceiling mount       | Medical Illumination/MI550      | 3     |
| 7                       | Olympic Treatment Scissor Lift Gurney              | Olympic Vet /50702              | 1     |
| 8                       | Exam Table- Fold Down                              | Midmark 8012-00-001             | 5     |
| 9                       | Dental Delivery System                             | Midmark AH 9000 -002            | 1     |
| 10 NOT USED             | Olympic Hi-Lo Wet Table                            | Olympic Vet 51001               | 1     |
| 11                      | Olympic Dental Table                               | Olympic Vet 50901               | 1     |
| 12                      | X-Ray Table                                        | Summit HF30 model L843-00       | 1     |
| 13                      | WASHER                                             |                                 | 1     |
| 14                      | DRYER                                              |                                 | 1     |
| 15                      | GROOMING STATION WITH BACK SPLASH                  | VSSI 105-0446-06                | 1     |
| 16                      | Chest Freezer                                      | WhirlpoolWZC5216LW or similar   | 1     |
| 17                      | IDEXX VetLab Station                               |                                 | 1     |
| 18                      | Oxygen Manifold                                    | BelMed analog 2 cylinder 4020BA | 1     |
| 18A                     | Oxygen Alarm                                       | Nitroderm East                  | 2     |
| 19                      | Central Scavenger Unit                             | Midmark 40162800                | 1     |
| 20                      | Centrifuge-Jorvet E8 Combo Touch                   | JorVet J0501UMTC                | 1     |
| 21                      | Microscope                                         | VetOne Platinum G504            | 1     |
| 22.1                    | MINI FRIDGE                                        | Insignia NS-BC115SS9            | 1     |
| 23                      | Narcotic Safe-Medium                               | VSSI 190-0200-03                | 1     |
| 24                      | Vaccine Fridge                                     | Nobivac                         | 1     |
| 25                      | Platform Floor Scale                               | Midmark 110-3110-00             | 1     |
| 26                      | REFRIGERARTOR                                      |                                 | 2     |
| 27                      | Cages- double stack                                | MIDMARK                         | 4     |
| 29                      | Oxygen Zone Valve Shut Off                         | Belmed M155                     | 1     |
| 30                      | X-Ray Apron holder                                 | Burlington Medical WR11         | 1     |
| 31                      | Surgery Scrub Sink- ELKAY                          | Elkay DLR312210                 | 1     |
| 32                      | Surgery Gooseneck Sensor Mixing Faucet             | TS Brass 5EF-1D-DG-TMV          | 1     |
| 33                      | DF Dolce Dental Table                              | Hanil Dolce Surgery HL-67000    | 1     |

| ROOM SCHEDULE/AREA |                   |              |                     |
|--------------------|-------------------|--------------|---------------------|
| ROOM NUMBER        | ROOM NAME         | AREA         | Comments            |
| 100                | LOBBY / RECEPTION | 508 SF       |                     |
| 101                | GUEST RESTROOM    | 61 SF        | ADA COMPLIANT       |
| 102                | EXAM #5           | 70 SF        |                     |
| 103                | STORAGE           | 50 SF        | JANITOR STORAGE     |
| 104                | HOSP. HALL        | 61 SF        |                     |
| 105                | DOCTOR'S OFFICE   | 70 SF        |                     |
| 106                | TEAM ROOM         | 90 SF        |                     |
| 107                | CATS WARD         | 68 SF        |                     |
| 108                | STAFF RESTROOM    | 57 SF        |                     |
| 109                | ISO ROOM          | 41 SF        |                     |
| 110                | UTILITY           | 159 SF       |                     |
| 111                | MED GAS           | 8 SF         | 1 HOUR RATED        |
| 112                | WARD              | 117 SF       |                     |
| 112A               | RUN               | 17 SF        | FENCED AREA         |
| 112B               | RUN               | Not Enclosed | FENCED AREA         |
| 112C               | RUN               | 17 SF        | FENCED AREA         |
| 113                | TREATMENT         | 651 SF       |                     |
| 113A               | RECOVERY          | 14 SF        | FENCED AREA         |
| 113B               | RECOVERY          | 14 SF        |                     |
| 114                | SURGERY           | 120 SF       |                     |
| 115                | PACK PREP         | 86 SF        |                     |
| 116                | X-RAY             | 75 SF        | LEAD LINE WALLS     |
| 117                | DENTAL            | 95 SF        |                     |
| 118                | BUSINESS OFFICE   | 75 SF        |                     |
| 119                | LAB / RX          | 137 SF       |                     |
| 120                | EXAM #4           | 80 SF        |                     |
| 121                | COMFORT ROOM      | 107 SF       | SOUND BATTS IN WALL |
| 122                | FRONT HALL        | 47 SF        |                     |
| 123                | EXAM #3           | 80 SF        |                     |
| 124                | EXAM #2           | 80 SF        |                     |
| 125                | EXAM #1           | 80 SF        |                     |
| 126                | LOBBY HALL        | 93 SF        |                     |
| 127                | STORAGE           | 8 SF         |                     |
| Grand total: 33    |                   | 3236 SF      |                     |

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

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GREENVILLE, SC

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AVA - FLOOR  
PLAN  
RENOVATION-  
NOTES/ DIM

A-1.01



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FLOOR PLAN  
DIMENSIONS

A-1.02

3.29.2024 CD SET

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DIMINSIONS, WALL TAGS  
DOOR TAGS, PLUMBING LOCATIONS - TURN OFF REST

FLOOR TOO DARK - HIDE IN VIEW  
FLOOR FINISH CAN BE HIDDEN IN VIEW. IT IS IT OWN FLOOR LAYER



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

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REFLECTED  
CEILING PLAN

A-1.21

### REFLECTED CEILING PLAN SHEET NOTES

- SEE SHEET A001 FOR WALL TYPES AND HEIGHT OF WALLS ABOVE CEILING.
- SEE FINISH SCHEDULE FOR CEILING TYPES & MATERIALS IN EACH ROOM / AREA.
- SEE SHEET A-XXX FOR SEISMIC CEILING CONSTRUCTION DETAILS.
- PERIMETER TRACK FOR ALL ACOUSTICAL CEILING GRIDS TO BE 2" WIDE INSTALLED IN ACCORDANCE WITH IBC AND CISCA GUIDELINES.
- DIMENSIONS ARE TO FACE OF STUD OR MASONRY.
- CEILING GRIDS/TILES TO BE CENTERED IN ALL ROOMS UNLESS NOTED OTHERWISE. PARTIAL TILES AT ROOM PERIMETERS SHALL NOT BE LESS THAN 6" IN EITHER DIMENSION.
- ALL CEILINGS TO BE 9'-0" AFF. UNO. CEILING HEIGHTS SHOWN ON THE REFLECTED CEILING PLANS ARE NON-TYPICAL AND SPECIFIC TO THE AREA INDICATED. REFER TO INTERIOR ELEVATIONS FOR THE HEIGHTS OF SOFFITS ABOVE CASEWORK.
- SEE ELECTRICAL, FIRE ALARM AND FIRE PROTECTION DRAWINGS FOR SPECIAL SYSTEMS, SMOKE DETECTORS, LIGHTING AND WALL MOUNTED FIXTURES NOT SHOWN ON THIS SHEET. COORDINATE LOCATIONS OF ALL FIXTURES NOT INDICATED WITH LAYOUT INDICATED ON THIS SHEET.
- LIGHT FIXTURES AND MECHANICAL DIFFUSERS ARE SHOWN FOR POSITIONING IN FINISH CEILING SYSTEM. COORDINATE WITH MECHANICAL AND ELECTRICAL DRAWINGS FOR FIXTURE TYPES, MECHANICAL DIFFUSERS, WALL MOUNTED FIXTURES AND INSTALLATION OF FIXTURES IN SPACES WITHOUT CEILINGS (LIGHTING AND HVAC DIFFUSERS ARE SHOWN FOR COORDINATION ONLY - SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SPECIFIC INFORMATION).
- SEE MECHANICAL FLOOR PLANS FOR EXTENT OF EXPOSED DUCTWORK IN EXPOSED STRUCTURE AREAS WITHOUT CEILINGS.
- EXTEND PERIMETER WALLS AND FINISH TO STRUCTURE ABOVE AT EXPOSED STRUCTURE AREAS. PAINT ALL EXPOSED DUCTWORK, PIPING, HANGERS, ETC...
- SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR MOUNTING LOCATIONS OF ITEMS WHERE NO CEILING IS INDICATED.
- CENTER LIGHTS, DIFFUSERS, EXIT SIGNS SMOKE DETECTORS, SPEAKERS, GENERAL ALARM SPEAKERS/STROBES & MISC DEVICES IN CEILING TILES WHERE THEY ARE LOCATED. ALIGN MULTIPLE ITEM CENTER OR EDGES.
- LOCATE MECHANICAL GRILLES AND DIFFUSERS SHOWN IN CORNERS OR NEAR WALL TO 12" OFF WALLS. UNO.
- INSTALL ACCESS PANELS IN GYPSUM BOARD CEILINGS AT DUCT DAMPER CONTROLS, DUCT MOUNTED SMOKE DETECTORS, MANUAL DUCT CONTROLS, ETC. ALL SINGLE LIGHT FIXTURES SHALL BE CENTERED IN THE CEILING WITHIN THEY OCCUR.
- LIGHTS LOCATED IN STAIRS SHALL OCCUR AT EACH FLOOR AND INTERMEDIATE LANDINGS.
- LOCATE SPRINKLER HEADS IN THE CENTER ZONE OF THE CEILING TILE. ALIGN CORRIDOR SPRINKLER HEADS IN THE SAME LINE PARALLEL TO THE WALL WITHIN EACH SPECIFIC CEILING CONSTRUCTION.
- SPRINKLER HEADS, OTHER THAN CONCEALED, SHALL BE FULLY RECESSED (CENTER IN CEILING TILE).
- ALL GWB CEILINGS TO RECEIVE CONCEALED SPRINKLER HEADS.

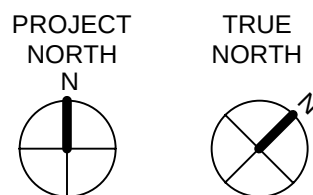
### CHECK NOTES

### RCP LEGEND

|  |                                           |  |                                                          |
|--|-------------------------------------------|--|----------------------------------------------------------|
|  | 2x4 LAY-IN CEILING PANEL                  |  | HEIGHT (FEET, INCHES) ABOVE FINISHED FLOOR, 9'-0" U.N.O. |
|  | 2X2 LAY-IN IMPACT RESISTANT CEILING PANEL |  | 1' X 4' FLUORESCENT FIXTURE                              |
|  | 2x4 LAY-IN VINYL FACED CEILING PANEL      |  | 2' X 4' FLUORESCENT FIXTURE                              |
|  | GYPSUM BOARD                              |  | 2' X 2' FLUORESCENT FIXTURE                              |
|  | EXPOSED STRUCTURE - PAINTED               |  | INCANDESCENT FIXTURE                                     |
|  | EXHAUST AIR GRILLE                        |  | SUPPLY AIR DIFFUSER                                      |
|  |                                           |  | RETURN AIR DIFFUSER                                      |
|  |                                           |  | EXHAUST FAN                                              |

PS ADD DIMINSIONS AND NOTES - CHECK LIGHTING

TURN ON FURNITURE IN UNDERLAY



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OWNER:  
ACHARA VET  
GREENVILLE, SC

RENOVATION FOR  
WILLS PARK  
VET-ALPHARETTA  
11770 HAYES  
BRIDGE RD,  
ALPHARETTA GA  
30009



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|-----|-------------|------|

PROJECT: 2024.13  
DATE: 3.24.2024  
DRAWN BY: Author  
CHECKED BY: Checker

EXTERIOR  
ELEVATIONS  
  
**A-2.01**



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INTERIOR  
ELEVATIONS

A-2.50

3.29.2024 CD SET

Page 72 of 262

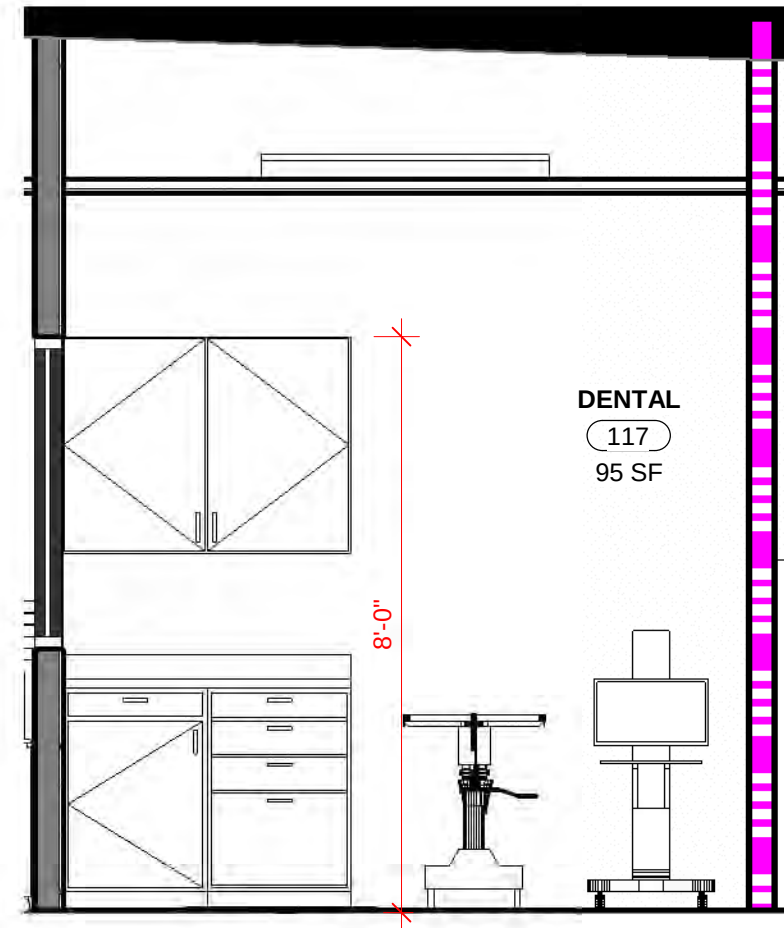
E

D

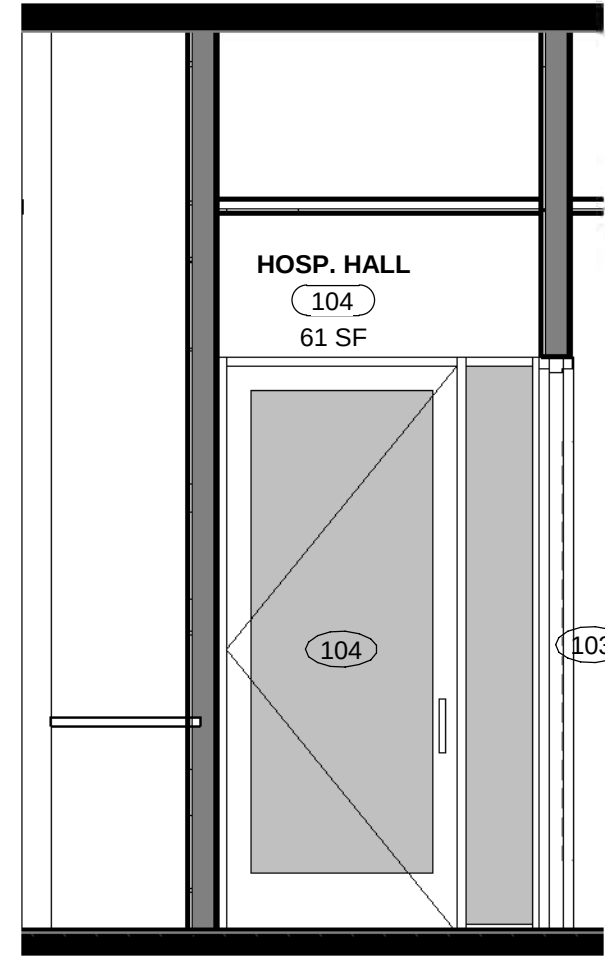
C

B

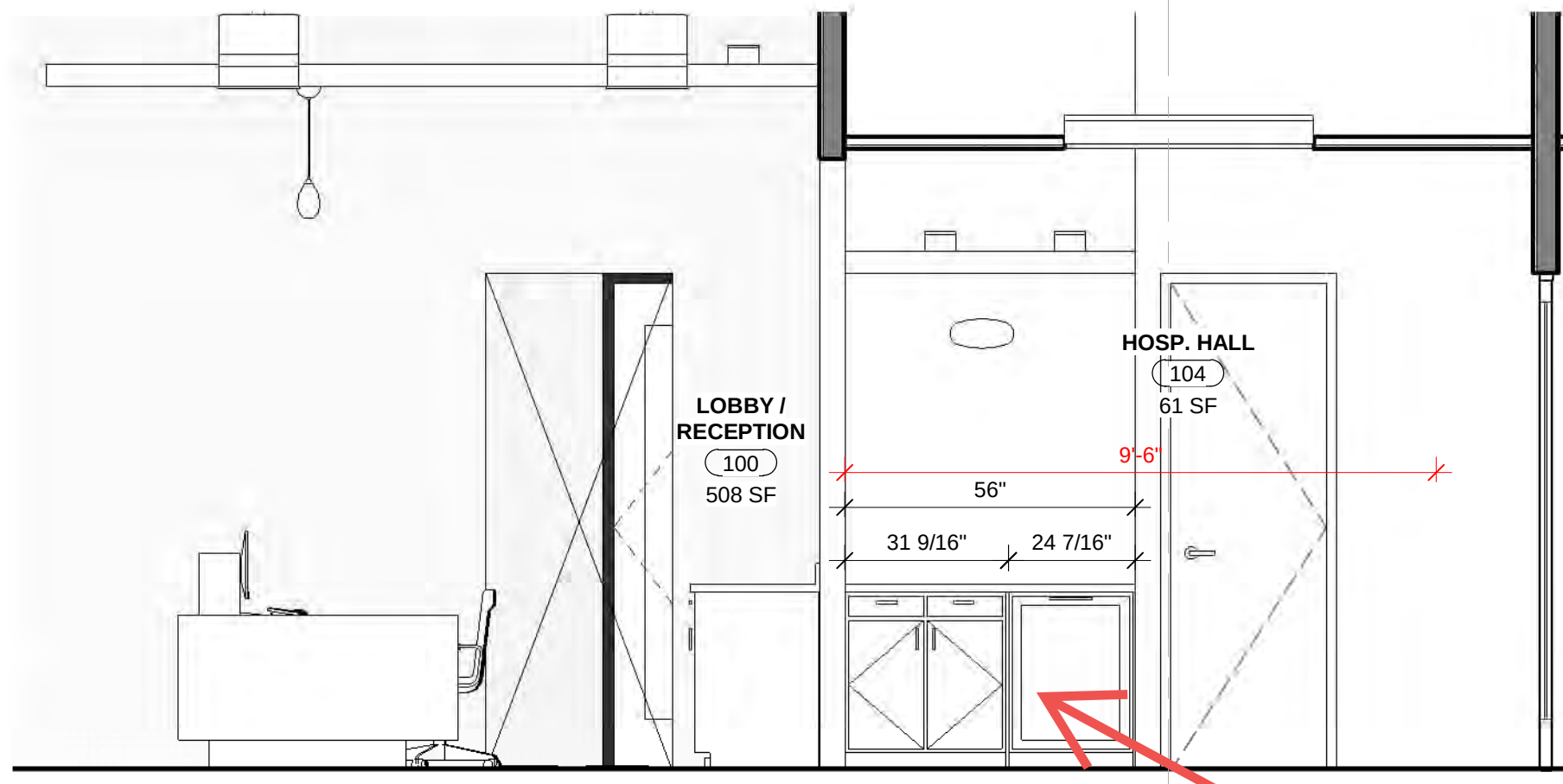
A



1 DENTAL 117 WEST  
3/8" = 1'-0"

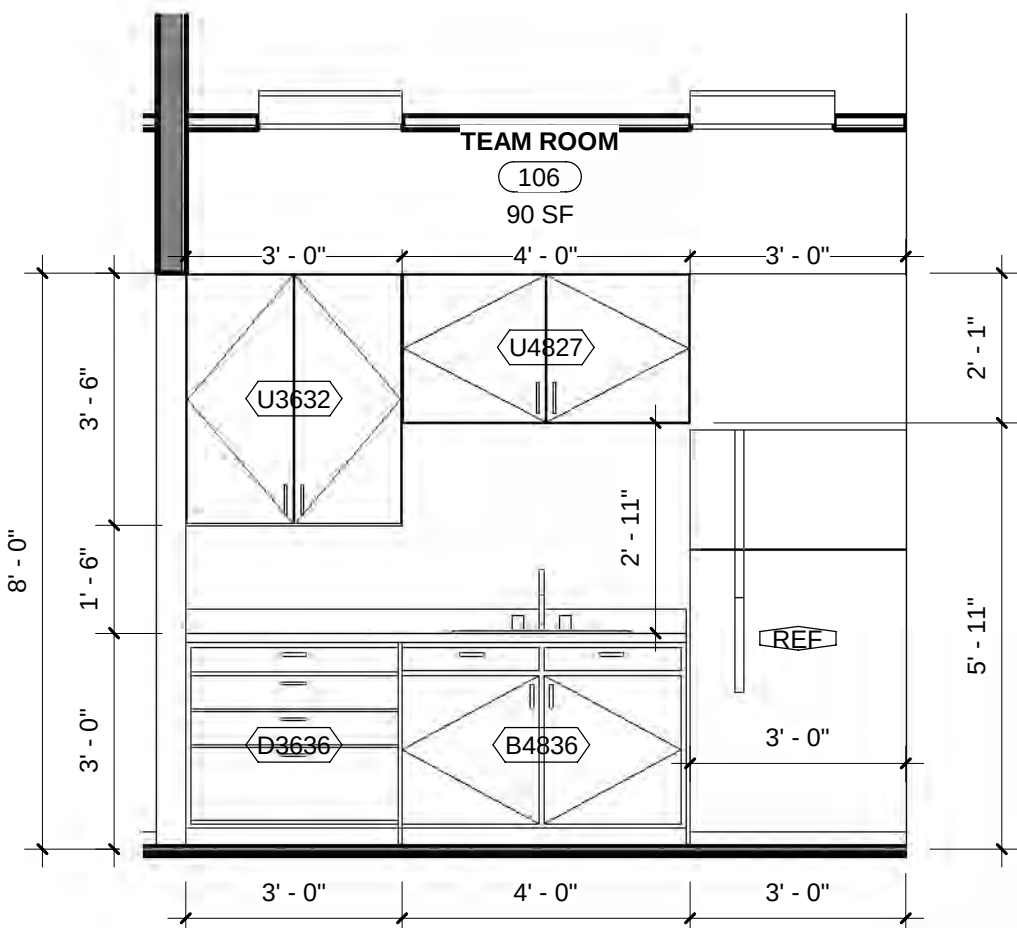


2 HOSPITALITY 104 NORTH  
3/8" = 1'-0"

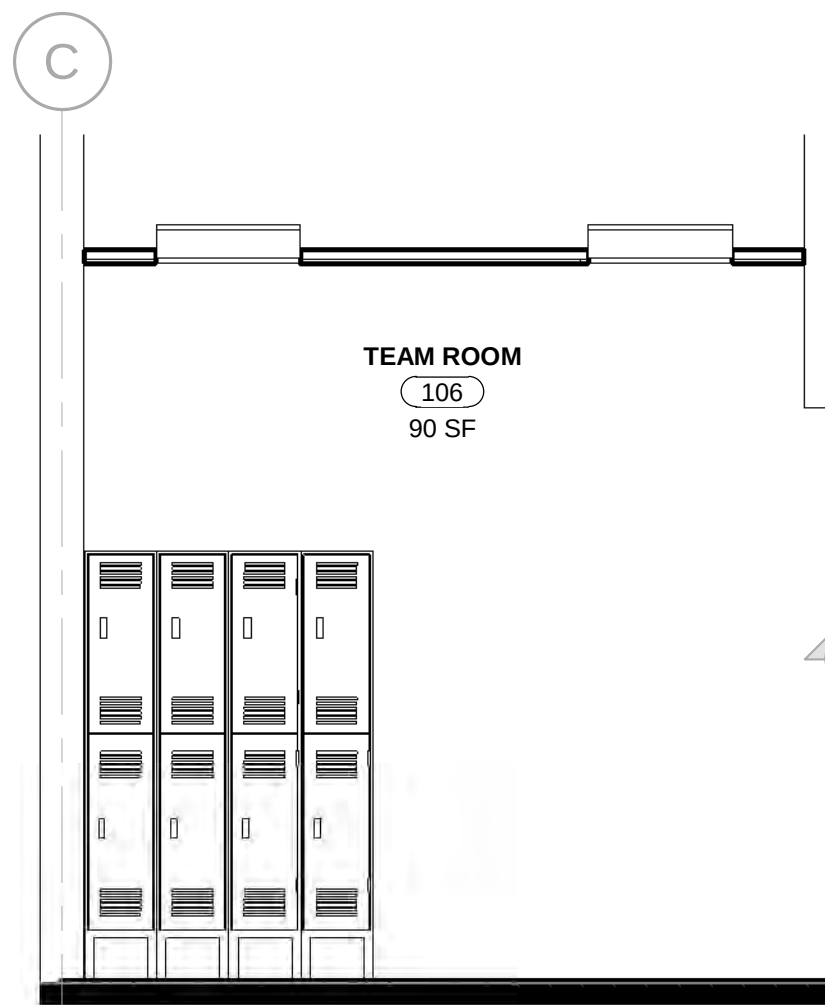


5 LOBBY 100/ HOSPITALITY 104 WEST  
3/8" = 1'-0"

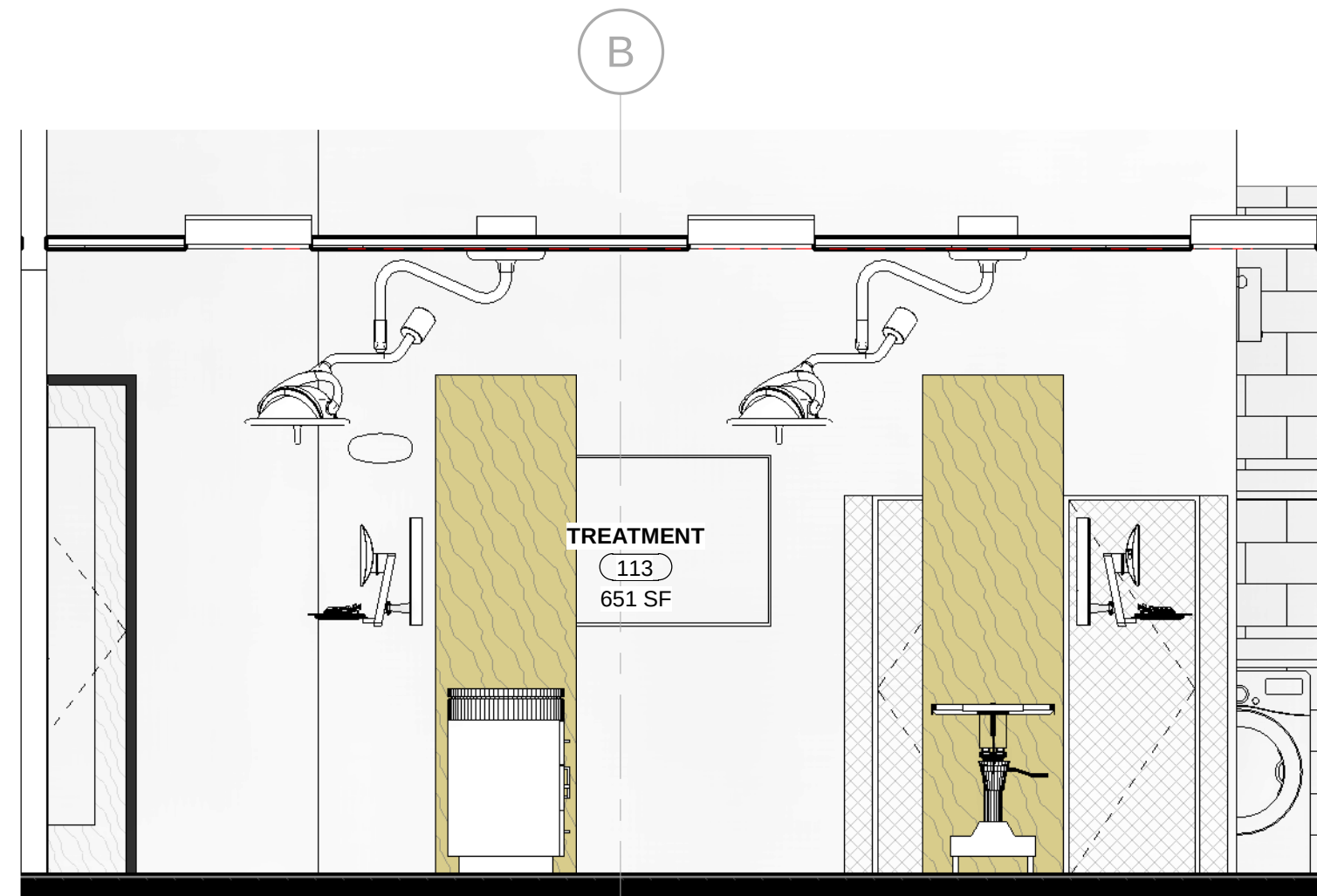
ADD NOTED TYPICAL IN ALL INTERIOR  
ELEVATION MAKE ALL CONSISTANT



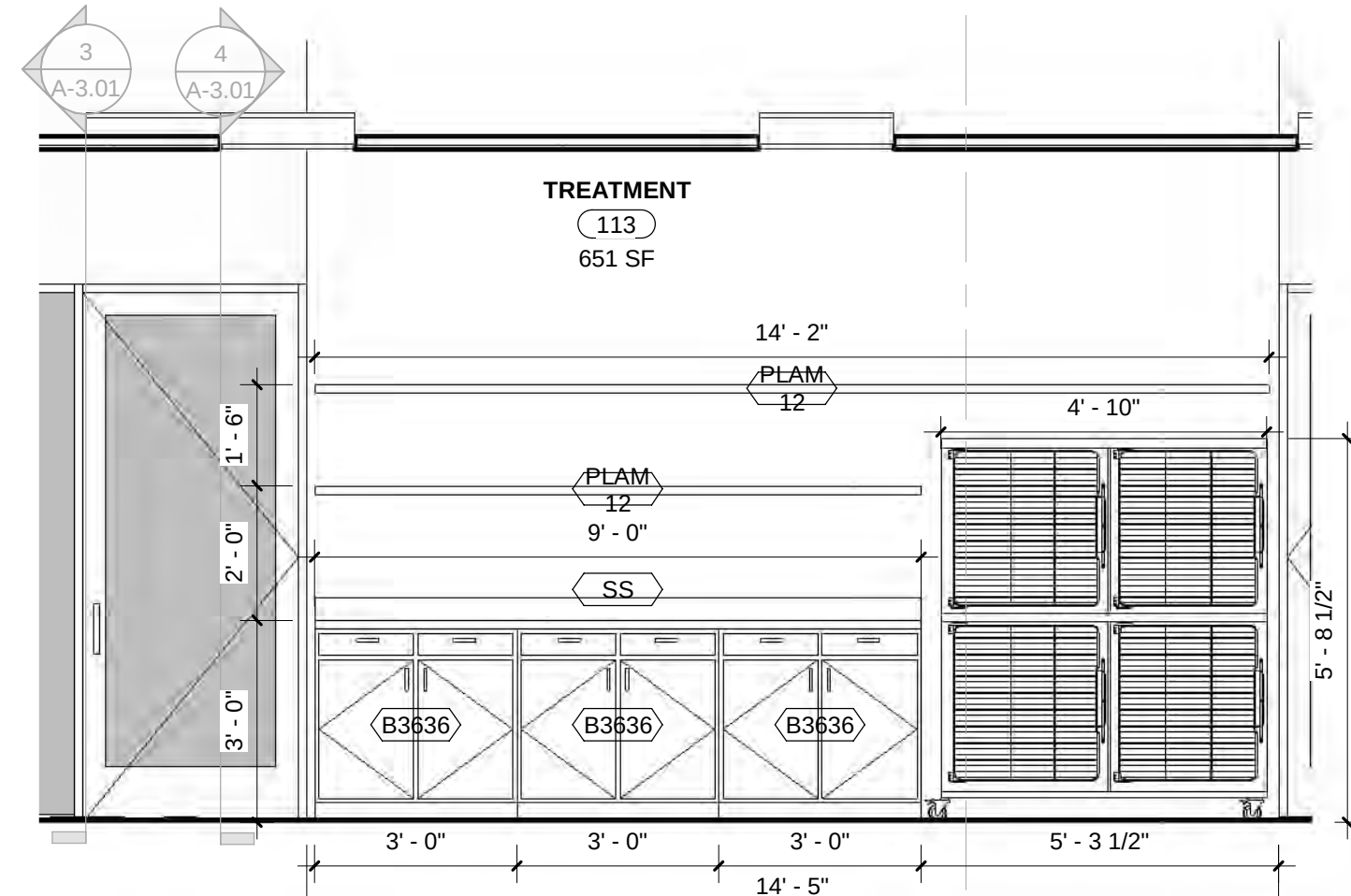
6 TEAM ROOM 106 NORTH  
3/8" = 1'-0"



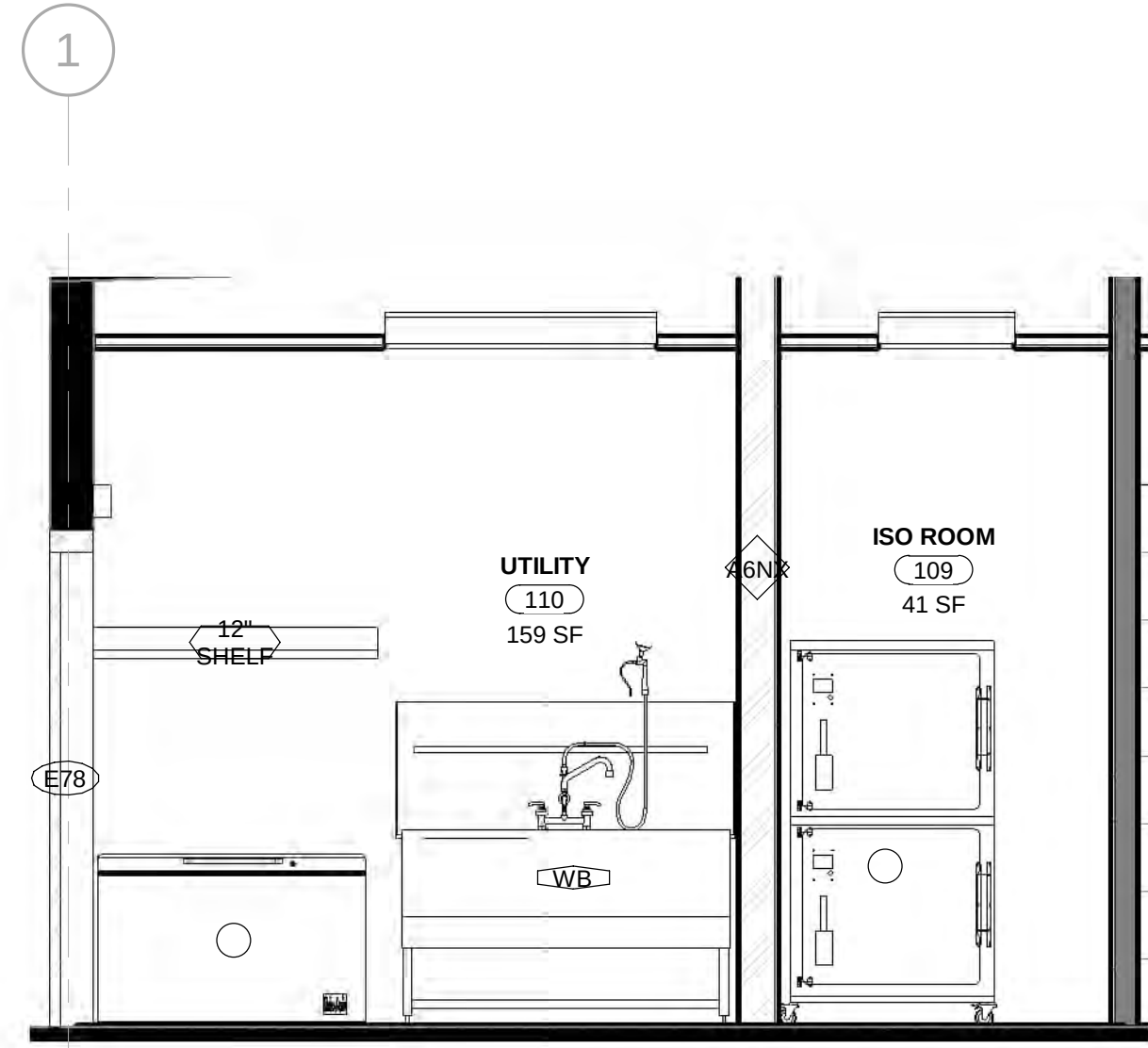
7 TEAM ROOM 106 SOUTH  
3/8" = 1'-0"



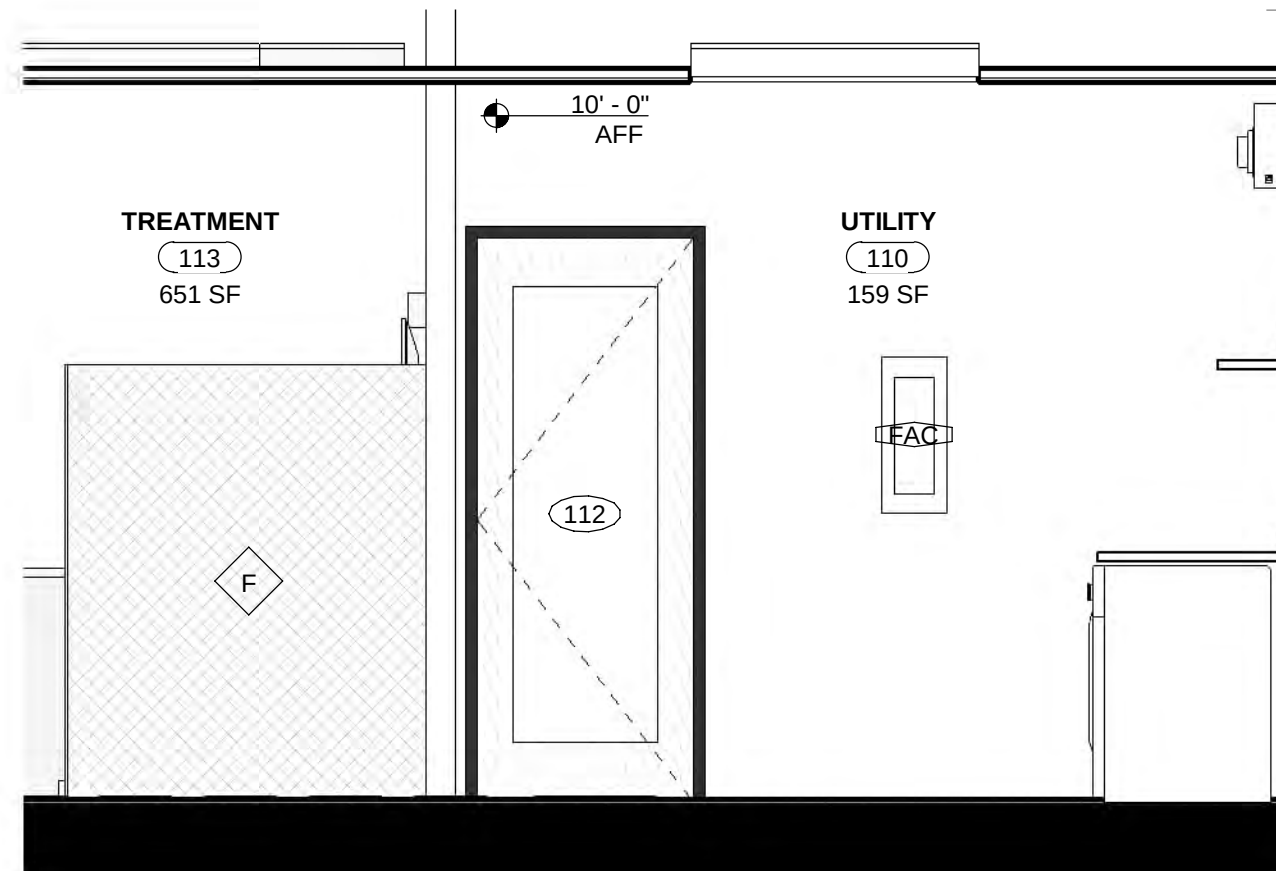
8 TREATMENT 113 NORTH  
3/8" = 1'-0"



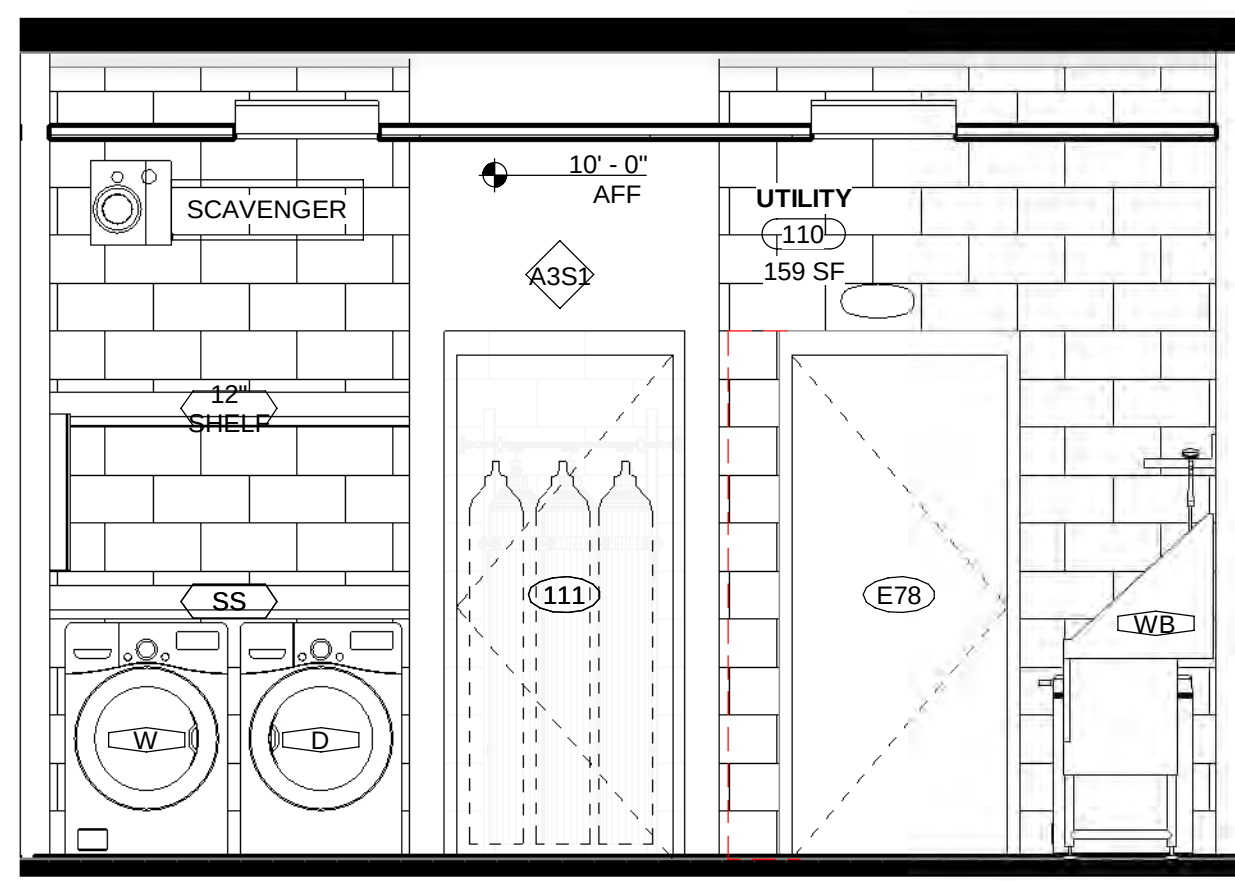
9 TREATMENT 113 SOUTH  
3/8" = 1'-0"



10 UTILITY 110 / ISO ROOM 109 EAST  
3/8" = 1'-0"



11 UTILITY 110 WEST  
3/8" = 1'-0"



12 UTILITY NORTH  
3/8" = 1'-0"



13 UTILITY SOUTH  
3/8" = 1'-0"

PS - ADD INTERIOR ELEVATIONS NOT SHOWN OR ADDED TO SHEET YET ADD DETAIL NOTES

1

2

3

4

5

6



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GREENVILLE, SC

RENOVATION FOR  
WILLS PARK  
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PROJECT: 2024.13  
DATE: 3.24.2024  
DRAWN BY: CRS  
CHECKED BY: OWNER

BUILDING  
SECTIONS

A-3.01



OWNER:  
ACHARA VET  
GREENVILLE, SC

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PROJECT: 2024.13

DATE: 3.24.2024

DRAWN BY: CRS

CHECKED BY: OWNER

ENLARGED  
PLANS-  
RESTROOM

A-4.01

PS - DOUBLE CHECK AND FINISH

#### TOILET ACCESSORIES LEGEND

|      | DESCRIPTION                                          |
|------|------------------------------------------------------|
| TT   | TOILET TISSUE DISPENSER                              |
| TTJ  | TOILET TISSUE DISPENSER, JUMBO                       |
| SCD  | SEAT COVER DISPENSER                                 |
| PTF  | PAPER TOWEL DISPENSER, FOLDED                        |
| PTR  | PAPER TOWEL DISPENSER, ROLL                          |
| WR   | WASTE RECEPTACLE                                     |
| PTW  | COMBINATION PAPER TOWEL DISPENSER / WASTE RECEPTACLE |
| SPT  | MULTI-PURPOSE SOAP / PAPER TOWEL DISPENSER           |
| SD   | LIQUID SOAP                                          |
| GB36 | 36" GRAB BAR                                         |
| GB42 | 42" GRAB BAR                                         |
| SPV  | SANITARY PRODUCT VENDOR                              |
| SDU  | SANITARY PRODUCT DISPOSAL UNIT                       |
| PS   | FOLD-DOWN PURSE SHELF                                |
| FS   | FIXED SHELF                                          |
| MG   | GLASS MIRROR UNIT                                    |
| MM   | STAINLESS STEEL MIRROR UNIT                          |
| WD   | WARM AIR DRYER                                       |
| DCS  | DIAPER CHANGING STATION                              |
| CPS  | CHILD PROTECTION SHEET                               |
| MOP  | MOP AND BROOM HOLDER                                 |
| FTD  | FACIAL TISSUE DISPENSER                              |
| SCR  | SHOWER CURTAIN ROD                                   |
| SC   | SHOWER CURTAIN                                       |
| FSS  | FOLDING SHOWER SEAT                                  |
| SH   | SOAP HOLDER                                          |
| MC   | MEDICINE CABINET                                     |
| RH   | ROBE HOOK                                            |
| TTH  | TOOTHBRUSH AND TUMBLER HOLDER                        |
| TB   | TOWEL BAR                                            |
| TP   | TOWEL PIN                                            |
| TR   | TOWEL RING                                           |
| GTS  | GUEST TOWEL SHELF                                    |
| RCL  | RETRACTABLE CLOTHESLINE                              |
| BO   | BOTTLE OPENER                                        |
| MH   | MOP HOOKS                                            |

#### TOILET ACCESSORIES LEGEND

12" = 1'-0"

#### 1 ENLARGED PLAN - RESTROOM

3/8" = 1'-0"

#### 2 GUEST RESTROOM 101 WEST

3/8" = 1'-0"

#### 3 GUEST RESTROOM 101 SOUTH

3/8" = 1'-0"

#### 4 GUEST RESTROOM 101 EAST

3/8" = 1'-0"

#### 5 ENLARGED PLAN - STAFF RESTROOM 108

3/8" = 1'-0"

#### 8 STAFF RESTROOM 108 WEST

3/8" = 1'-0"

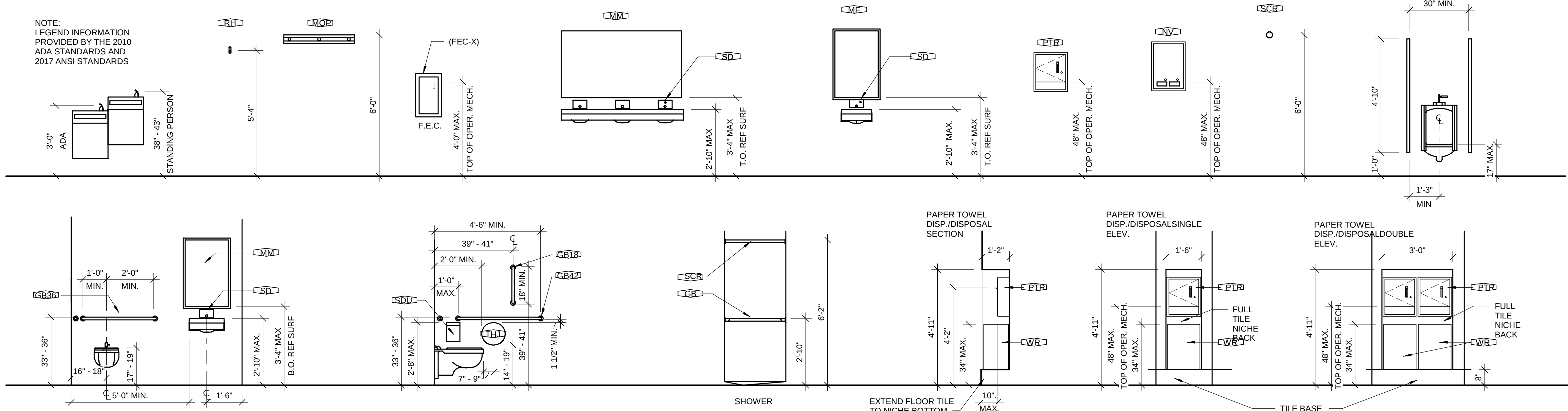
#### 7 STAFF RESTROOM 108 SOUTH

3/8" = 1'-0"

#### 6 RESTROOM 108 EAST

3/8" = 1'-0"

NOTE:  
LEGEND INFORMATION  
PROVIDED BY THE 2010  
ADA STANDARDS AND  
2017 ANSI STANDARDS



#### TYPICAL MOUNTING HEIGHTS

3/8" = 1'-0"



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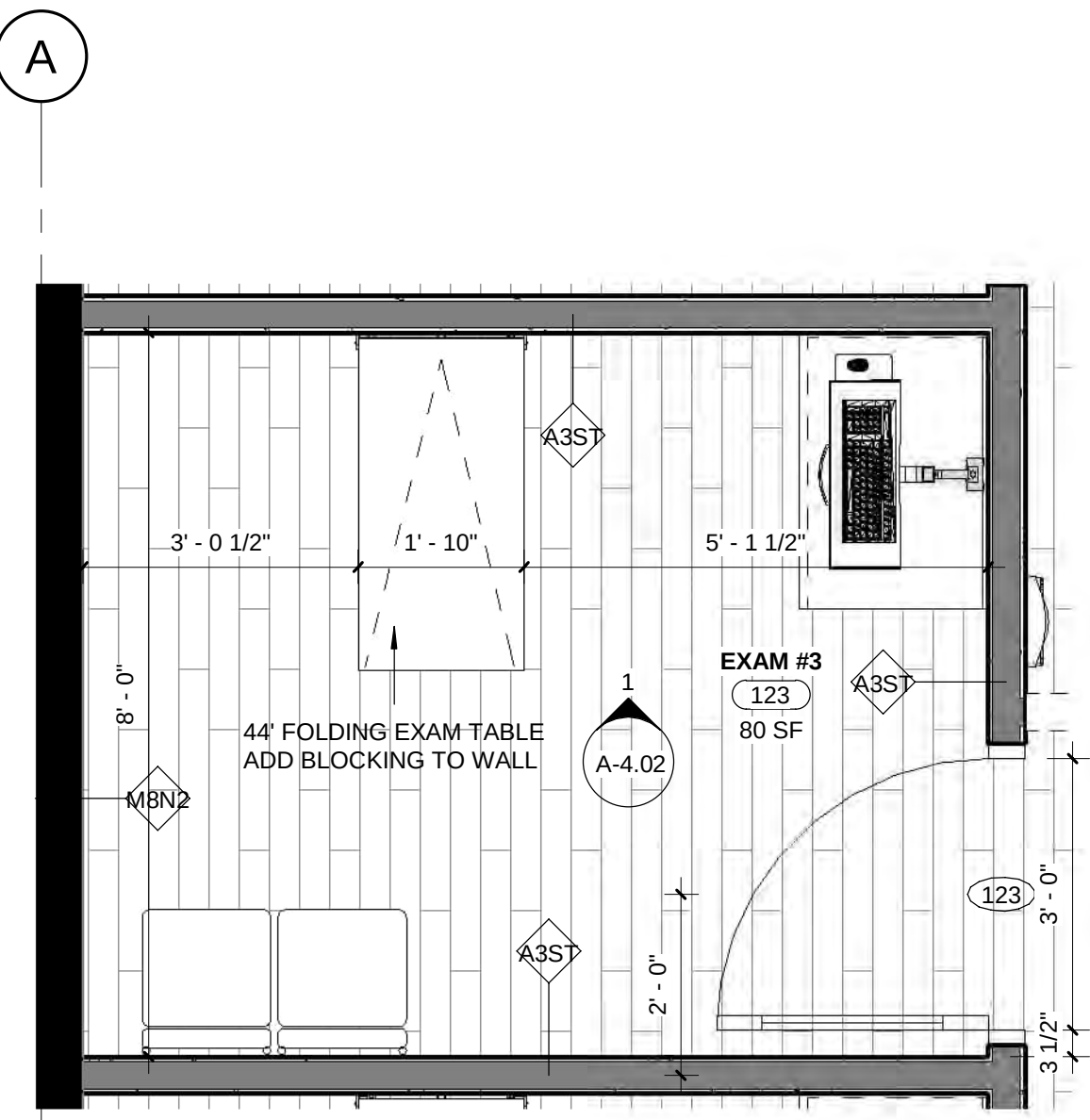
PROJECT: 2024.13  
DATE: 3.24.2024  
DRAWN BY: CRS  
CHECKED BY: OWNER

ENLARGED  
PLANS AND  
ELEVATIONS

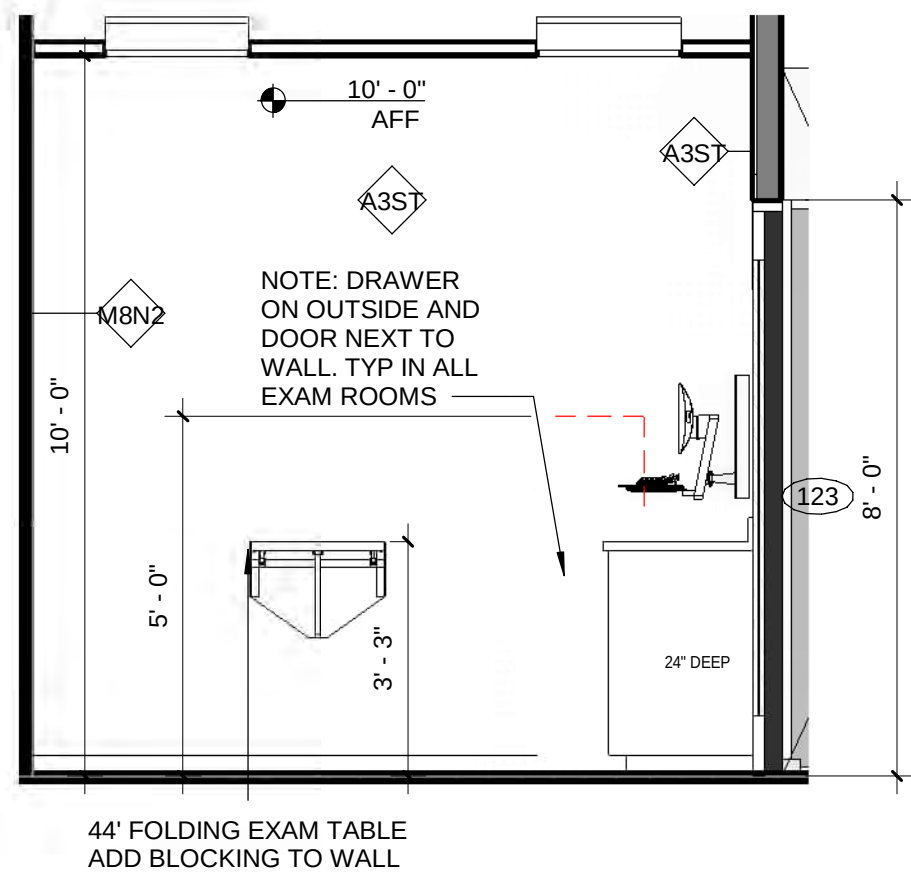
A-4.02

3.29.2024 CD SET

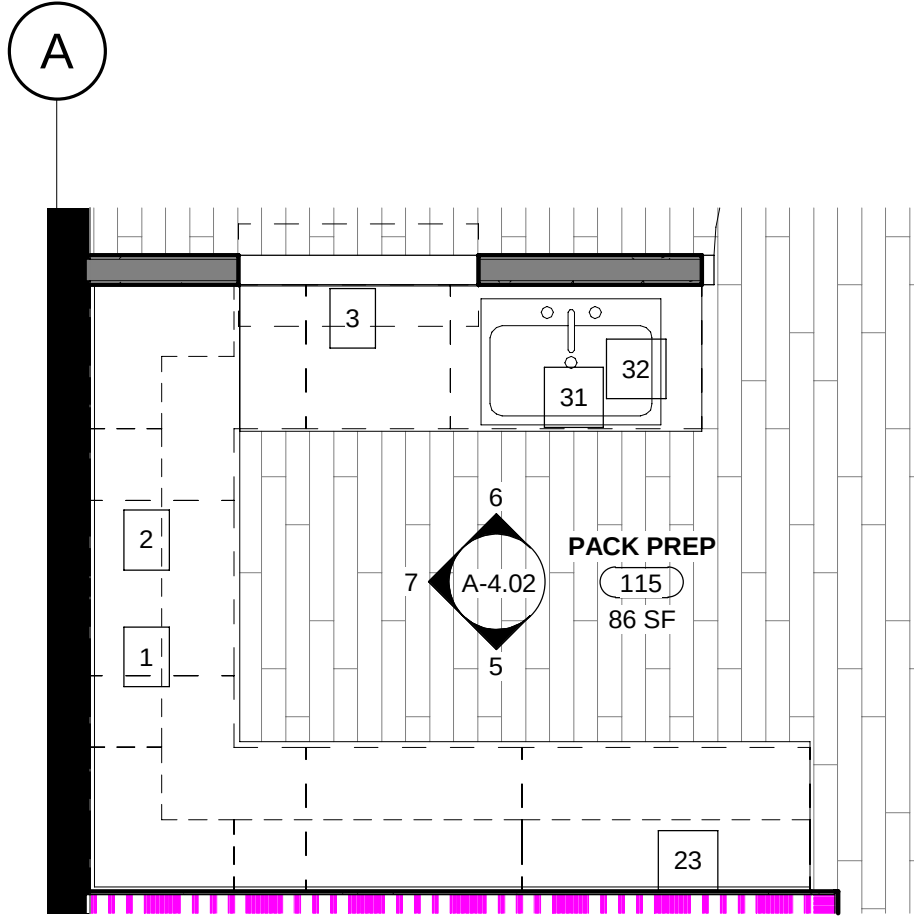
Page 75 of 262



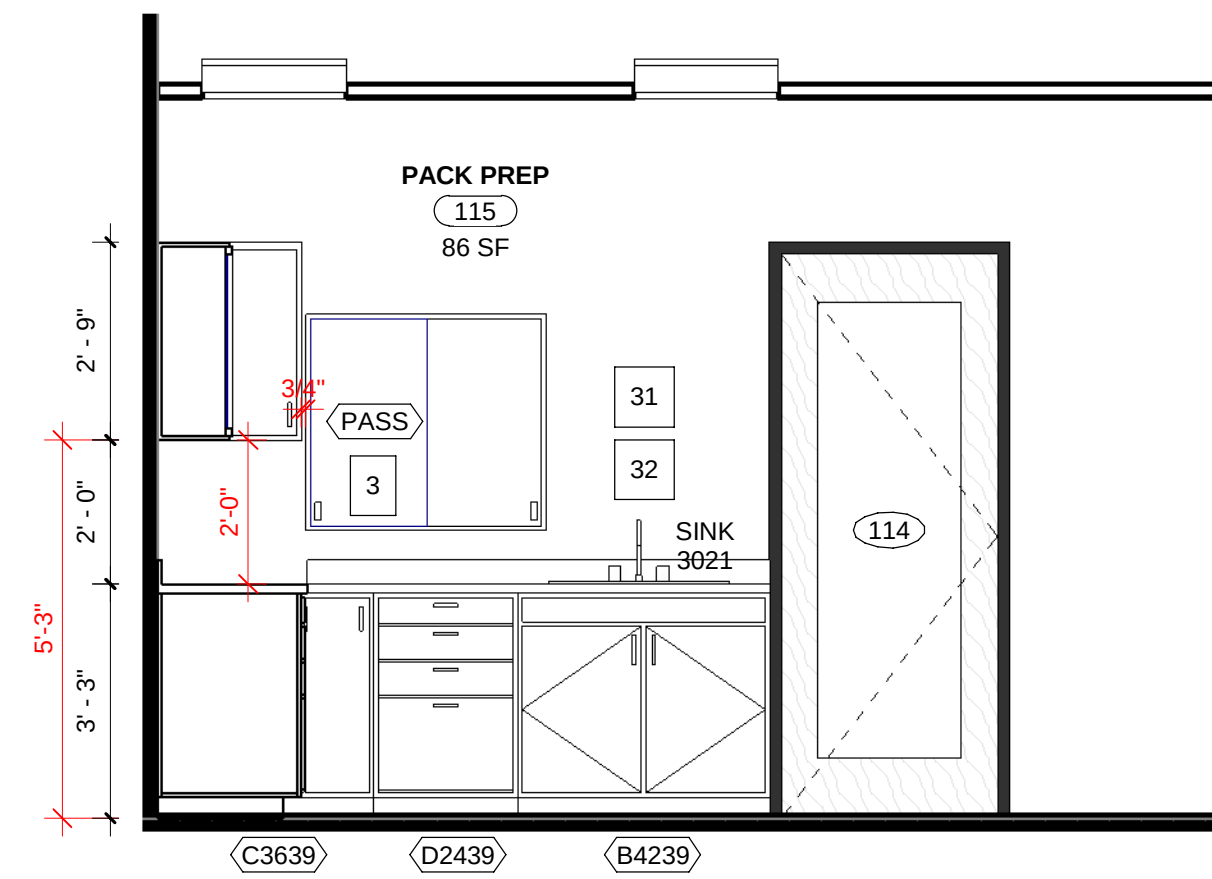
2 ENLARGED PLAN - EXAM #3 123  
1/2" = 1'-0"



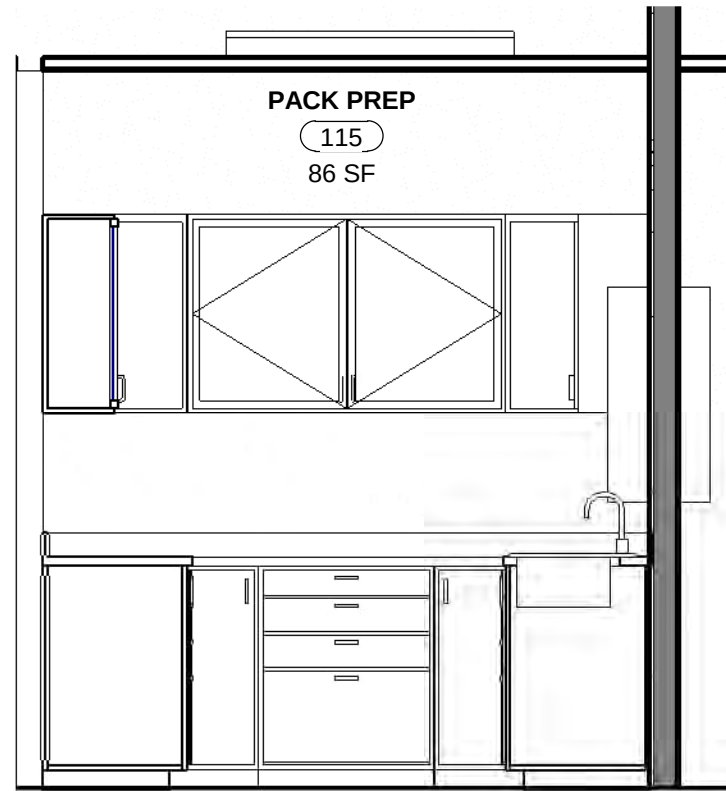
1 EXAM ROOM - ELEV NORTH  
3/8" = 1'-0"



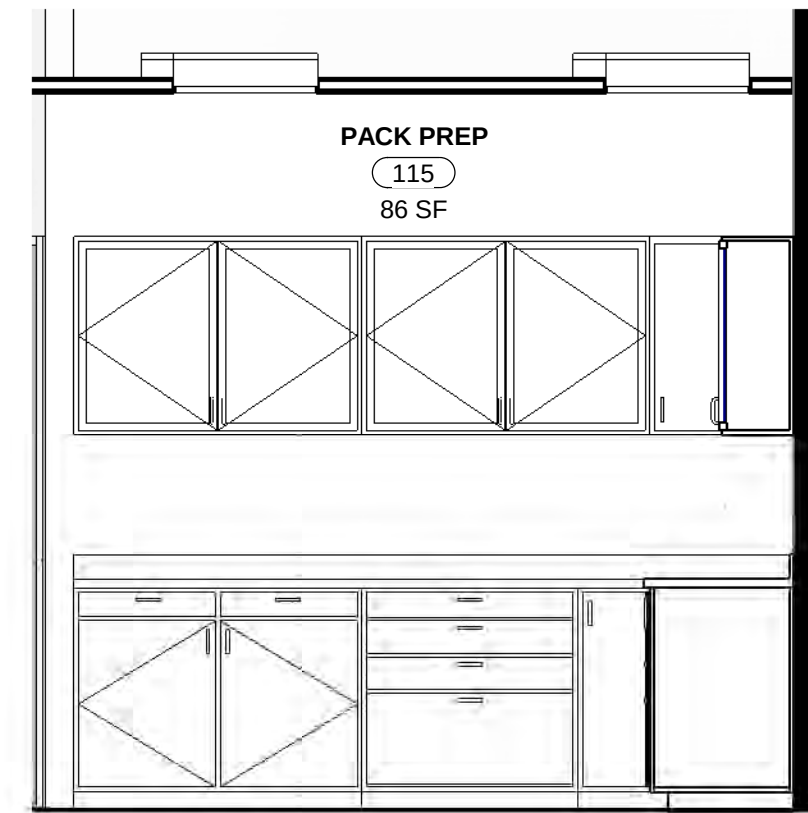
4 ENLARGED PLAN PACK PREP 115  
3/8" = 1'-0"



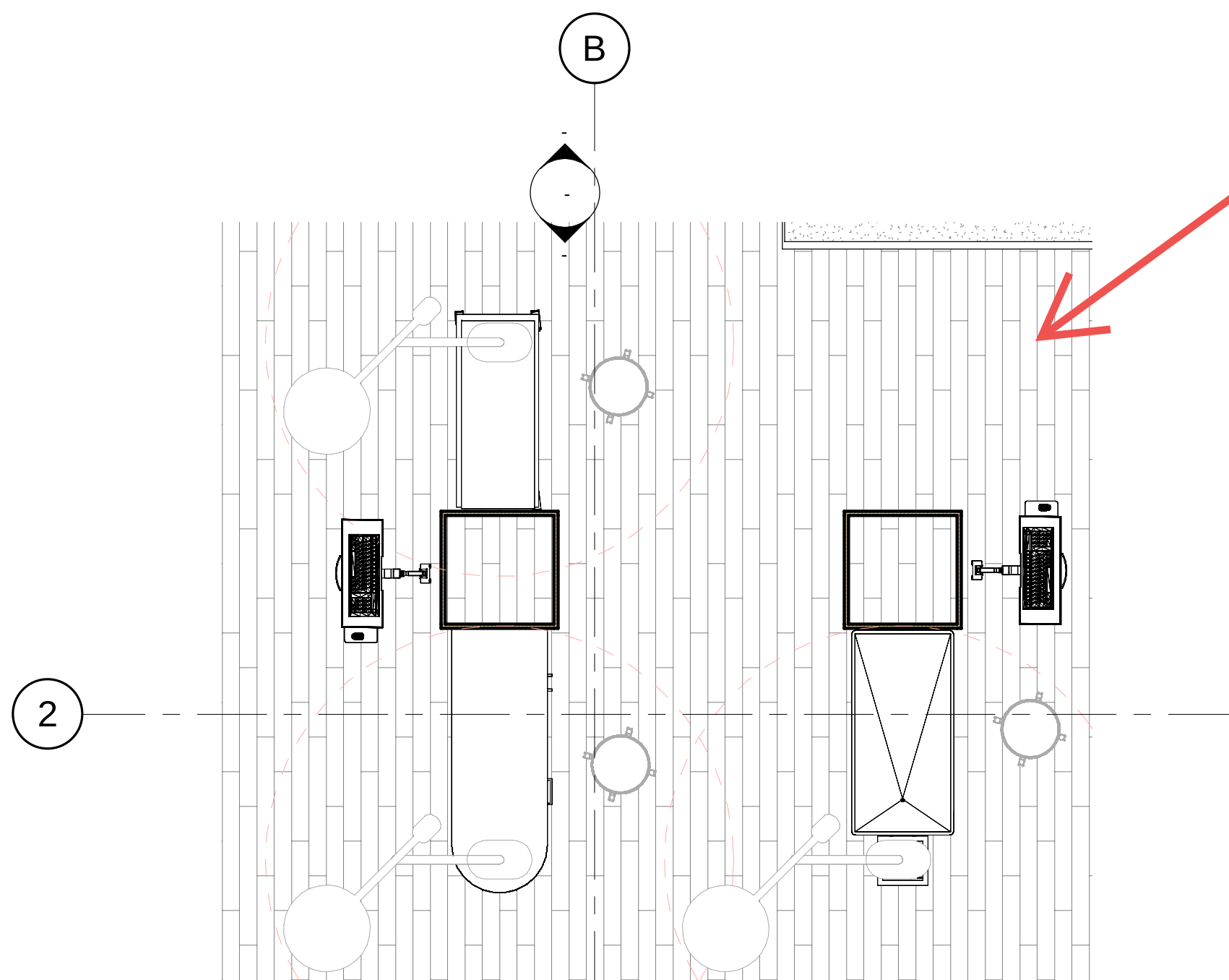
6 PACK PREP NORTH  
3/8" = 1'-0"



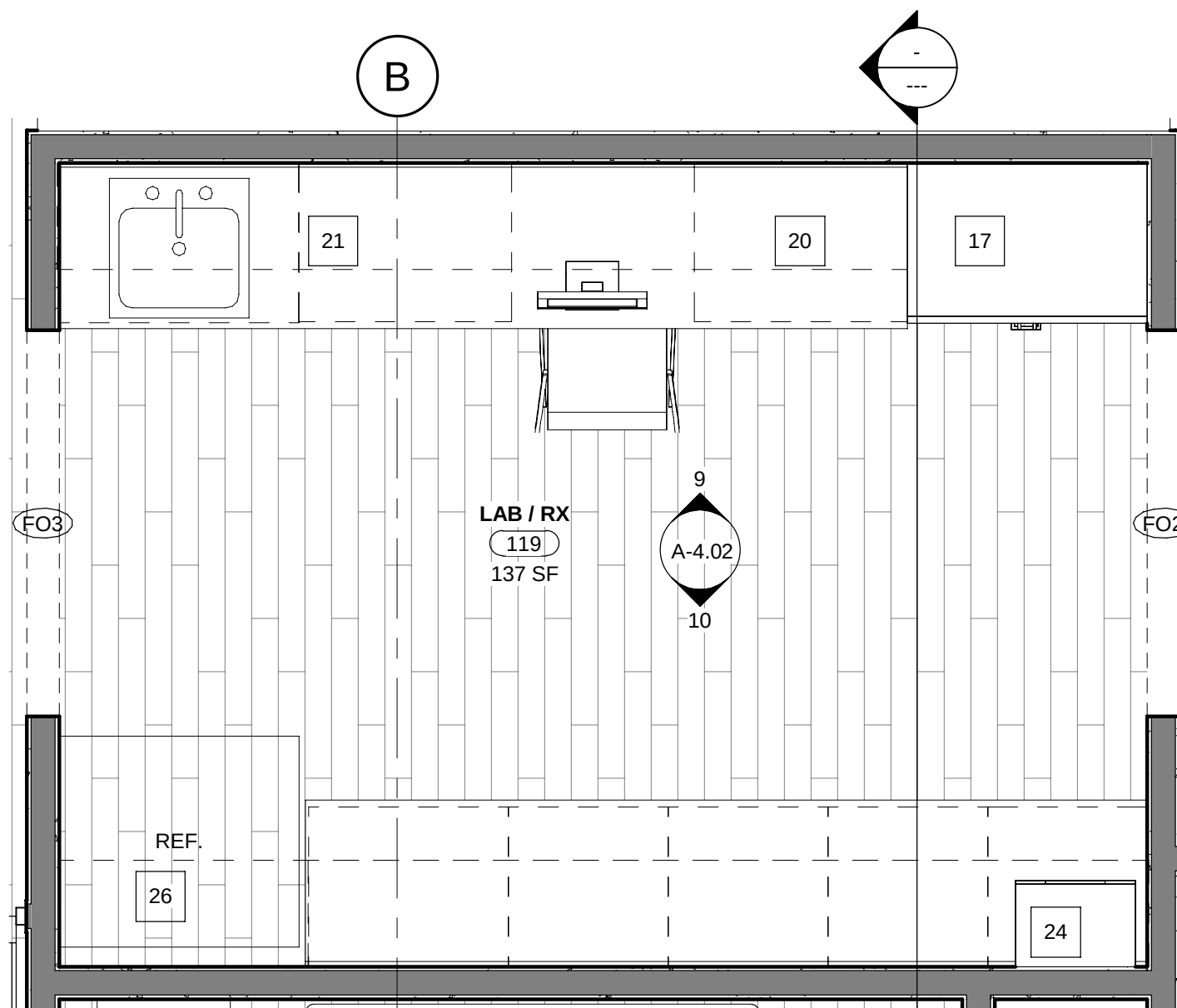
7 PACK PREP WEST  
3/8" = 1'-0"



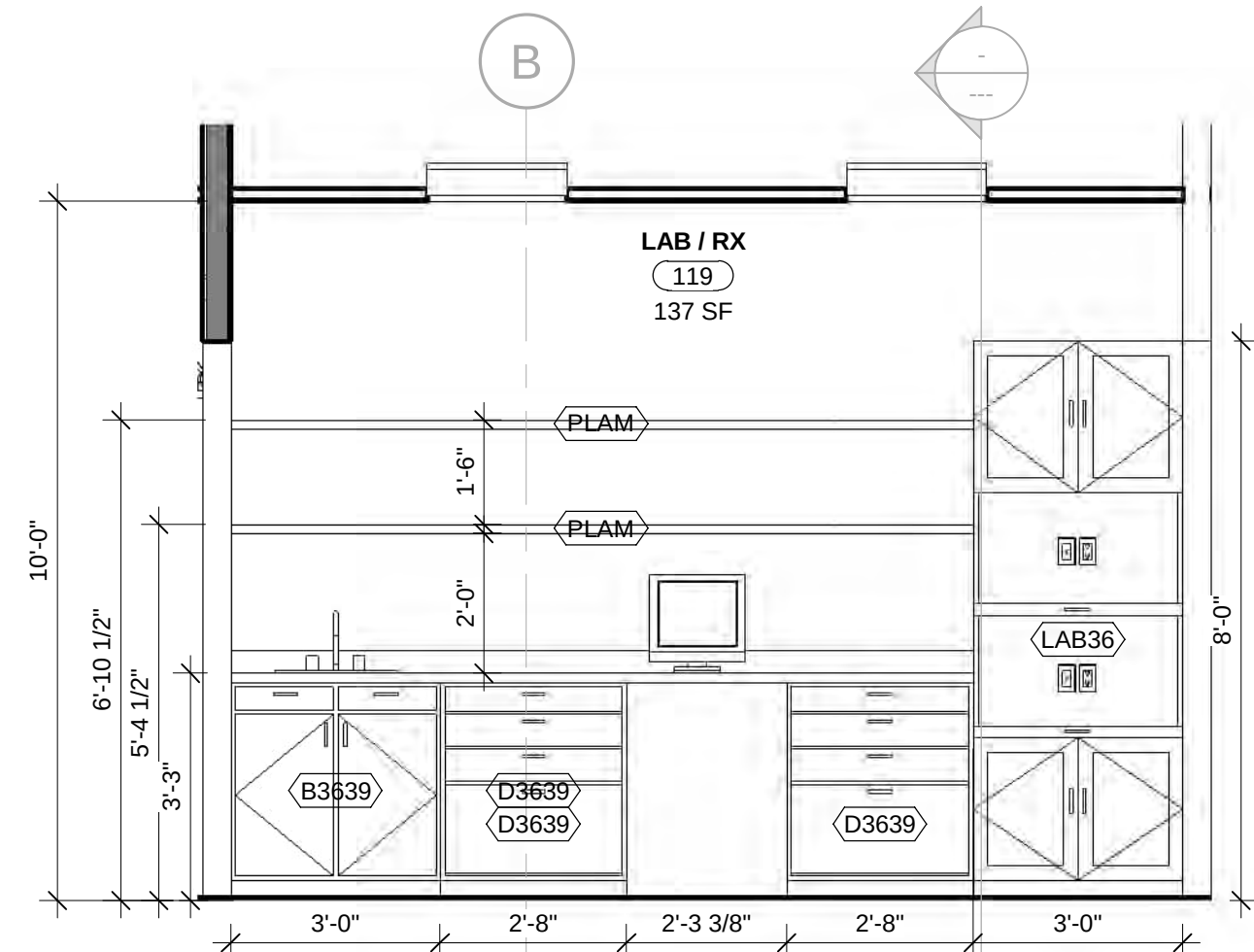
5 PACK PREP SOUTH  
3/8" = 1'-0"



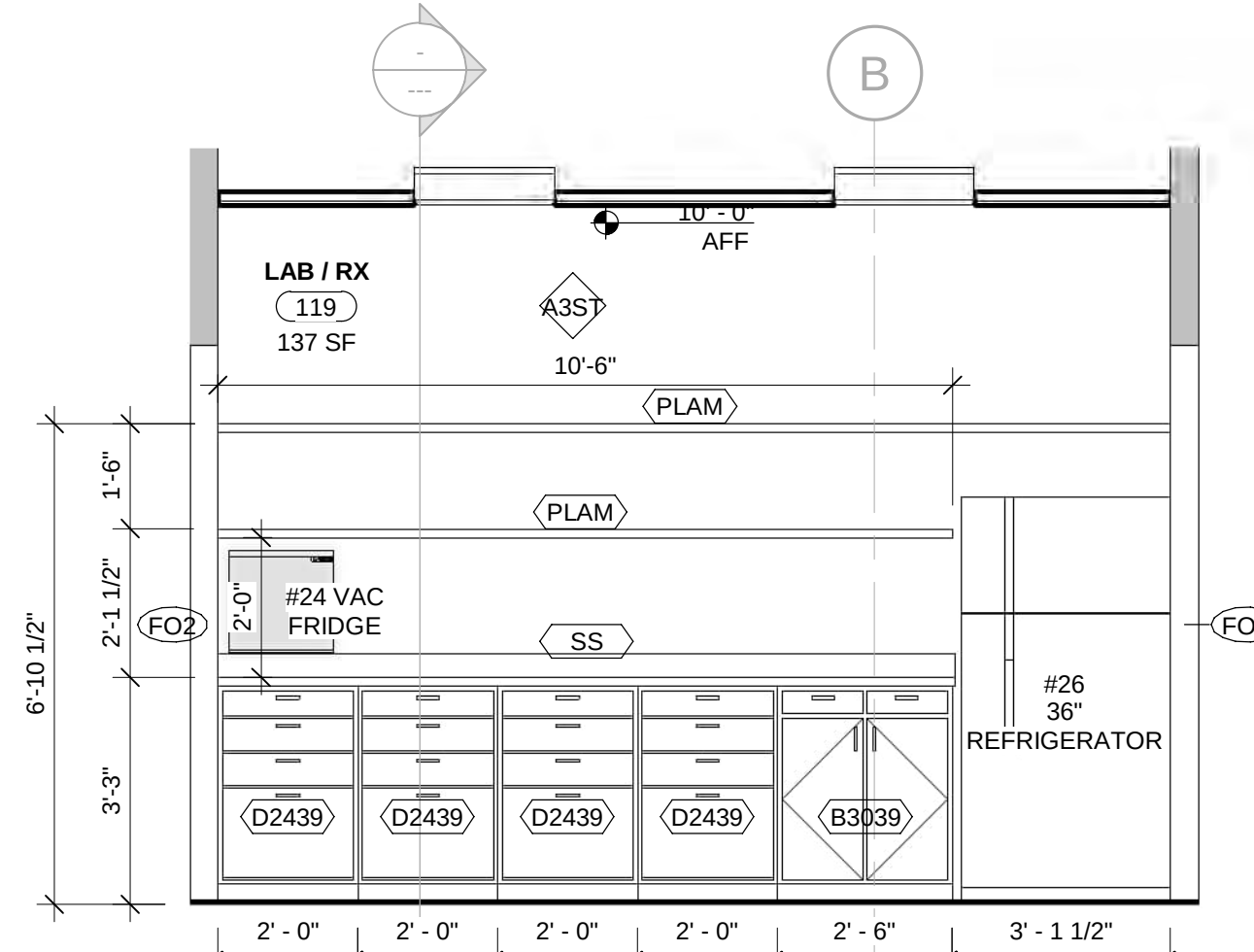
3 ENLARGED PLAN - TREATMENT TABLES  
3/8" = 1'-0"



8 1ST FLOOR RENOVATE - NOTES - LAB RX 119  
1/2" = 1'-0"



9 LAB 119 - NORTH  
3/8" = 1'-0"



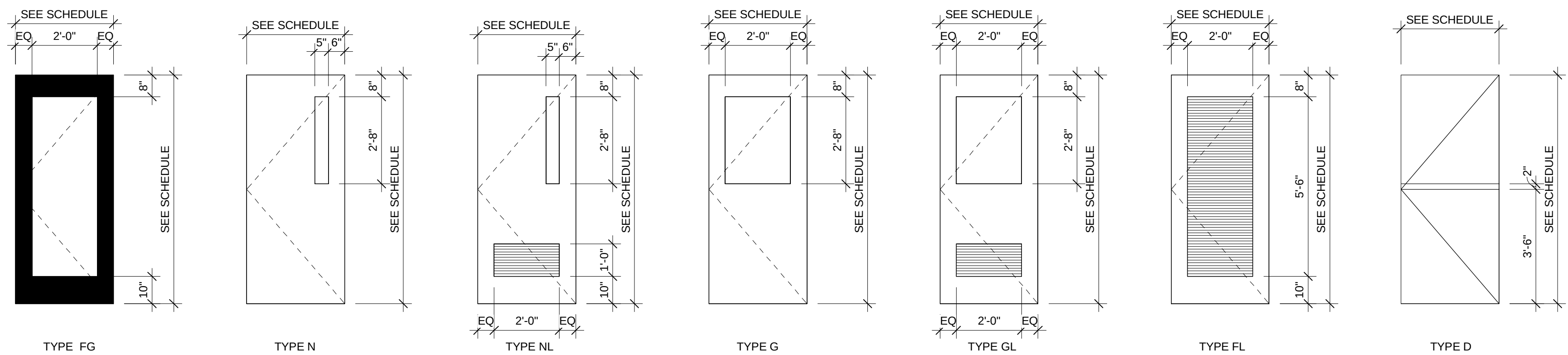
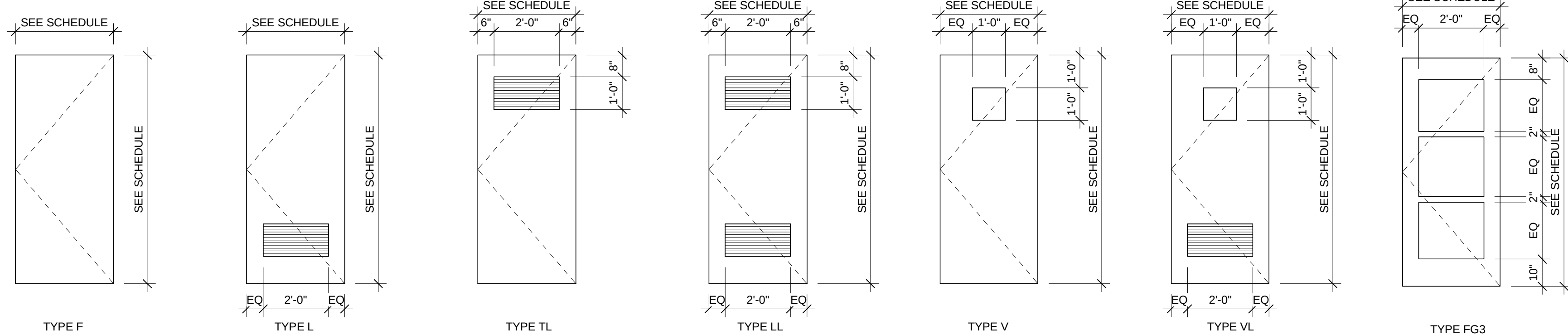
10 LAB 119 SOUTH  
3/8" = 1'-0"

TURN OFF  
FLOOR

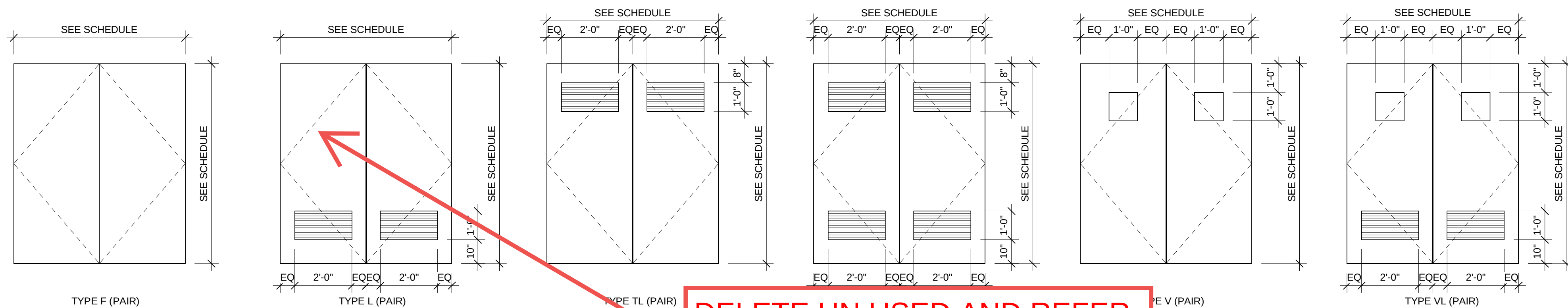
PS- DOUBLE AND FINISH  
ADD DETAIL NOTES



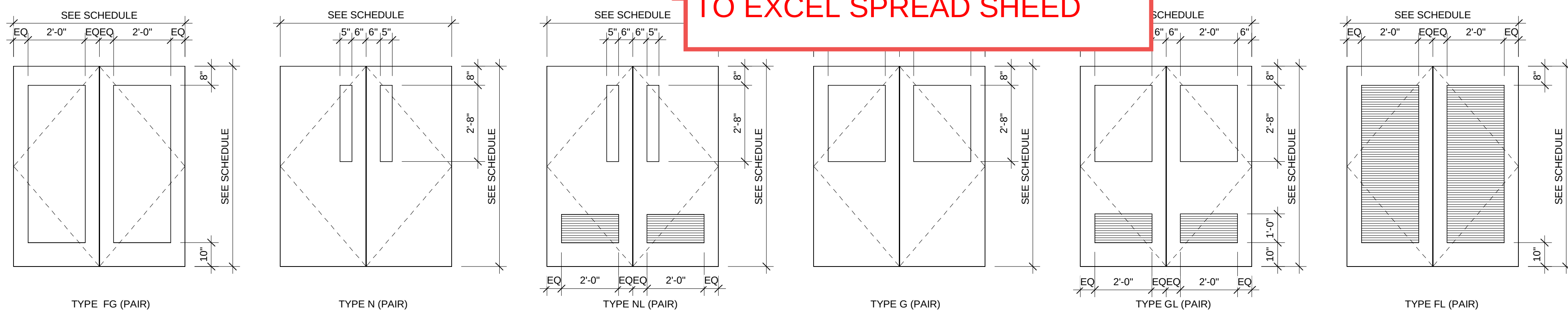
| DOOR AND FRAME SCHEDULE |              |       |                |                                      |        |       |     |              |      |        |      |      |      |               |  |
|-------------------------|--------------|-------|----------------|--------------------------------------|--------|-------|-----|--------------|------|--------|------|------|------|---------------|--|
| DOOR<br>NUMBER          | DOOR         |       |                |                                      |        |       |     | FRAME        |      |        |      |      |      | REMARKS       |  |
|                         | MATL         | TYPE  | FINISH         | SIZE                                 | HDWR   | LABEL | STC | MATL         | TYPE | FINISH | HEAD | JAMB | SILL |               |  |
| 1ST FLOOR               |              |       |                |                                      |        |       |     |              |      |        |      |      |      |               |  |
|                         | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
|                         | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
| 100A                    | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
| 100B                    | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
| 101                     |              | RRRRR |                | 08-DOOR-SIN<br>GLE-SWING-<br>WH      | (none) |       |     |              |      |        |      |      |      |               |  |
| 102                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 103                     |              | RRRRR |                | 08-DOOR-SIN<br>GLE-SWING-<br>WH      | (none) |       |     |              |      |        |      |      |      |               |  |
| 104                     | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
| 105                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 107                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 108                     |              | RRRRR |                | 08-DOOR-SIN<br>GLE-SWING-<br>WH      | (none) |       |     |              |      |        |      |      |      |               |  |
| 109                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 109                     |              | VVVV  |                | 54X96 2 2                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 110                     |              | RRRRR |                | 08-DOOR-SIN<br>GLE-SWING-<br>WH      | (none) |       |     |              |      |        |      |      |      |               |  |
| 111                     | Hollow Metal | HM    |                | 36" x 84"                            | (none) |       |     | Hollow Metal |      |        |      |      |      |               |  |
| 111                     |              | 2213  |                | DRHW-PUSH<br>-1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| 112                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 112                     |              | 2211  |                | DRHW-PULL-<br>1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| 112A                    | Alum         | SSSS  | POWDER<br>COAT | 24" x 53<br>GATE                     | (none) |       |     | FENCE        |      |        |      |      |      | FENCE<br>GATE |  |
| 112B                    | Alum         | SSSS  | POWDER<br>COAT | 24" x 53<br>GATE                     | (none) |       |     | FENCE        |      |        |      |      |      | FENCE<br>GATE |  |
| 112C                    | Alum         | SSSS  | POWDER<br>COAT | 24" x 53<br>GATE                     | (none) |       |     | FENCE        |      |        |      |      |      | FENCE<br>GATE |  |
| 113                     |              | 2     |                | 08-DRSWING<br>-SWING-STA<br>NDARD-UH | (none) |       |     |              |      |        |      |      |      |               |  |
| 113A                    | Alum         | PPPP  | POWDER<br>COAT | 24" x 60<br>GATE 2                   | (none) |       |     | FENCE        |      |        |      |      |      | FENCE<br>GATE |  |
| 113B                    | Alum         | PPPP  | POWDER<br>COAT | 24" x 60<br>GATE 2                   | (none) |       |     | FENCE        |      |        |      |      |      | FENCE<br>GATE |  |
| 114                     |              | 3     |                | PNL-F-WD                             | (none) |       |     |              |      |        |      |      |      |               |  |
| 114                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 115                     |              | 87    |                | FRM-00HM1                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 116                     |              | RRRRR |                | 08-DOOR-SIN<br>GLE-SWING-<br>WH      | (none) |       |     |              |      |        |      |      |      |               |  |
| 118                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 120                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 122                     | Alum         | AL    |                | SEE ELEV                             | (none) |       |     | Alum         |      |        |      |      |      |               |  |
| 123                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 124                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| 125                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E3                      |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E4                      |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E5                      |              | F     |                | 32" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E6                      |              | DDDD  |                | 34" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E7                      |              | DDDD  |                | 34" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E8                      |              | YYY   |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E9                      |              | YYY   |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E12                     |              |       |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E13                     |              |       |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E14                     | Hollow Metal | HM    |                | 36" x 84"                            | (none) |       |     | Hollow Metal |      |        |      |      |      |               |  |
| E15                     |              | YYY   |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E16                     |              |       |                | 36" x 84"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E23                     |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E24                     |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E25                     |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E26                     |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E27                     |              | F     |                | 36" x 80"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E34                     |              | 2213  |                | DRHW-PUSH<br>-1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E35                     |              | 2211  |                | DRHW-PULL-<br>1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E36                     |              | 2     |                | 08-DRSWING<br>-SWING-STA<br>NDARD-UH | (none) |       |     |              |      |        |      |      |      |               |  |
| E37                     |              | 3     |                | PNL-F-WD                             | (none) |       |     |              |      |        |      |      |      |               |  |
| E38                     |              | 87    |                | FRM-00HM1                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E39                     |              | KKKK  |                | 36" x 96"                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E61                     |              | 2213  |                | DRHW-PUSH<br>-1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E62                     |              | 2211  |                | DRHW-PULL-<br>1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E63                     |              | 2     |                | 08-DRSWING<br>-SWING-STA<br>NDARD-UH | (none) |       |     |              |      |        |      |      |      |               |  |
| E64                     |              | 3     |                | PNL-F-WD                             | (none) |       |     |              |      |        |      |      |      |               |  |
| E65                     |              | 87    |                | FRM-00HM1                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E67                     |              | 2213  |                | DRHW-PUSH<br>-1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E68                     |              | 2211  |                | DRHW-PULL-<br>1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E69                     |              | 2     |                | 08-DRSWING<br>-SWING-STA<br>NDARD-UH | (none) |       |     |              |      |        |      |      |      |               |  |
| E70                     |              | 3     |                | PNL-F-WD                             | (none) |       |     |              |      |        |      |      |      |               |  |
| E71                     |              | 87    |                | FRM-00HM1                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E73                     |              | 2213  |                | DRHW-PUSH<br>-1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E74                     |              | 2211  |                | DRHW-PULL-<br>1                      | (none) |       |     |              |      |        |      |      |      |               |  |
| E75                     |              | 2     |                | 08-DRSWING<br>-SWING-STA<br>NDARD-UH | (none) |       |     |              |      |        |      |      |      |               |  |
| E76                     |              | 3     |                | PNL-F-WD                             | (none) |       |     |              |      |        |      |      |      |               |  |
| E77                     |              | 87    |                | FRM-00HM1                            | (none) |       |     |              |      |        |      |      |      |               |  |
| E78                     | Hollow Metal | HM    |                | 36" x 84"                            | (none) |       |     | Hollow Metal |      |        |      |      |      |               |  |
| E95                     |              | NNNN  |                | 36" x 96" 2                          | (none) |       |     |              |      |        |      |      |      |               |  |
| FO1                     |              | VVVV  |                | 54X96 2 2                            | (none) |       |     |              |      |        |      |      |      |               |  |
| FO2                     |              | CO    |                | 58X96                                | (none) |       |     |              |      |        |      |      |      |               |  |
| FO3                     |              | CO    |                | 58X96                                | (none) |       |     |              |      |        |      |      |      |               |  |
| FO4                     |              | XXXX  |                | 60X96 2                              | (none) |       |     |              |      |        |      |      |      |               |  |
| FO5                     |              | BH    |                | 114X116                              | (none) |       |     |              |      |        |      |      |      |               |  |



DOOR TYPE LEGEND

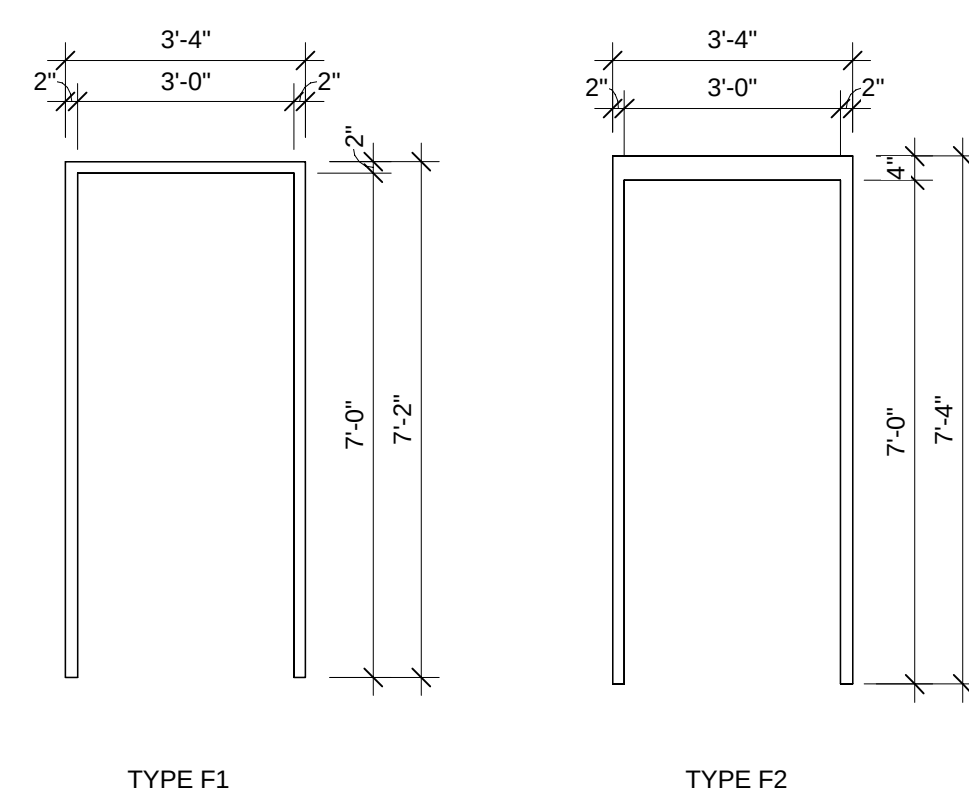


DELETE UN USED AND REFER  
TO EXCEL SPREAD SHEED



 DOUBLE DOOR TYPE LEGEND  
3/8" = 1'-0"

# PS- TO FINISH



## FRAME TYPE LEGEND

| DOOR HARDWARE SET LIST |                |                         |                         |        |                |           |
|------------------------|----------------|-------------------------|-------------------------|--------|----------------|-----------|
| SET                    | HARDWARE TYPE  | LOCKSET                 | HINGES                  | CLOSER | FRAME SILENCER | KICKPLATE |
| 1                      | Passage        | A-Series                | 1 1/2 pr - BB 5 knuckle | No     | Yes            | No        |
| 2                      | Locking Office | Lockset ANSI F81        | 1 1/2 pr - BB 5 knuckle | No     | Yes            | No        |
| 3                      | Egress         | Series 22 - Exit device | 1 1/2 pr - BB 5 knuckle | Yes    | Yes            | No        |
| 4                      | Entry          | Series 24 - Exit device | 3 pr - BB 5 knuckle     | Yes    | Yes            | No        |
| 5                      | Restroom       | Push/Pull               | 1 1/2 pr - BB 5 knuckle | Yes    | Yes            | Yes       |
| 6                      | Storage        | Lockset ANSI F86        | 1 1/2 pr - BB 5 knuckle | No     | Yes            | No        |

## ADD WINDOWS AND STORE FRONTS WITH DIMINSIONS

OWNER:  
ACHARA VET  
GREENVILLE, SC

**RENOVATION FOR  
WILLS PARK  
VET-ALPHARETTA  
11770 HAYES  
BRIDGE RD,  
ALPHARETTA GA  
30009**



These documents have been prepared under a Limited Services Agreement and are intended to convey design information only. The work illustrated herein is to be executed in a contractor-led Design-Build format. The Owner and/or General Contractor shall be responsible for obtaining the services of professional engineering consultants under separate contracts for the design of Structural, Mechanical, Electrical, Fire Protection, and other systems. The General Contractor shall be responsible for ensuring compliance with all applicable building codes and jurisdictional requirements.

STONE CRAFT STUDIO 3 has not been engaged to provide architect-led construction phase services for this project.

**STONECRAFT STUDIO 3**  
222 TINDAL AVE  
GREENVILLE, SC 29605  
864-354-5198

WWW.STONECRAFTSTUDIO3.COM



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## REVISIONS

| No. | Description | Date |
|-----|-------------|------|
|-----|-------------|------|

PROJECT: 2024.13

DATE: 3.24.2024

DRAWN BY: CRS

CHECKED BY: OWNER

## DOOR SCHEDULE, DOOR TYPE LEGEND & FRAME TYPES

## A-6.01

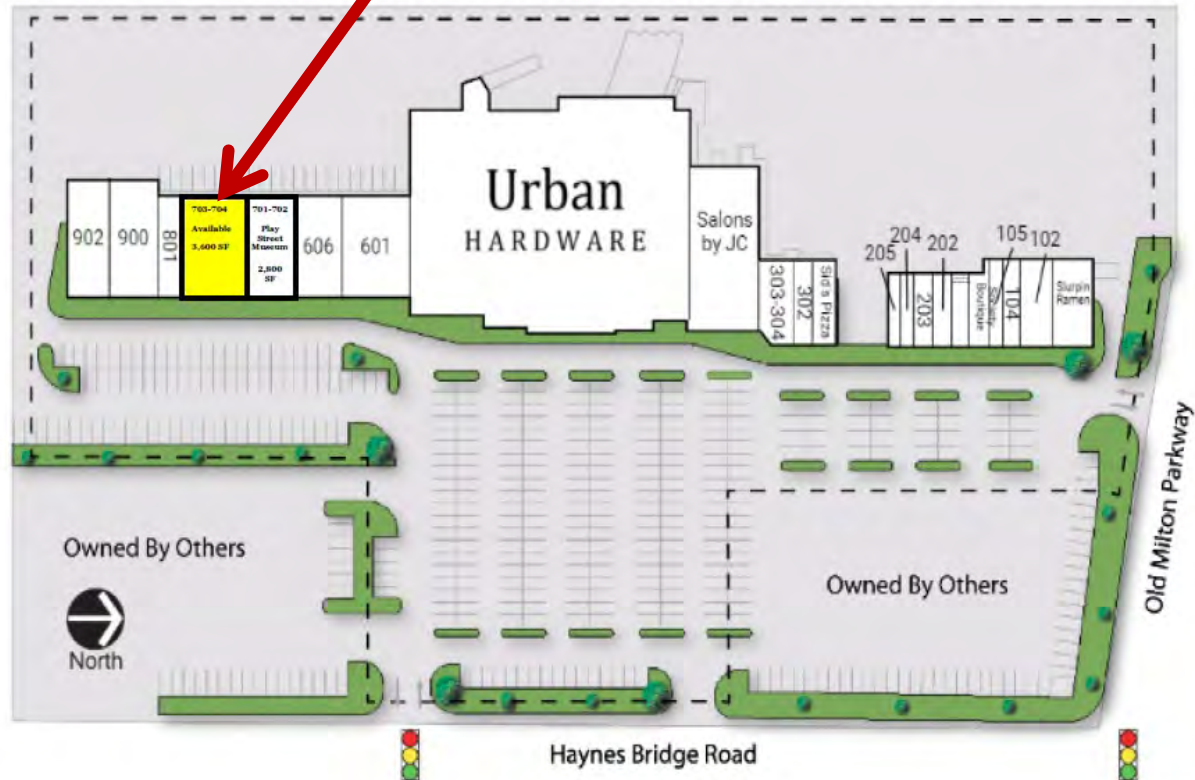






Premises (#703 and 704)

Alpharetta Crossing





# PINK NEXT GEN™ FIBERGLAS™ SOUND ATTENUATION BATTS (SAB) METAL FRAMING

PINK Next Gen™ Fiberglas™ Sound Attenuation Batts (SAB) are unfaced, lightweight, flexible fiberglass insulation batts, designed to deliver noise control in wall cavities of interior partitions. Manufactured to friction fit, they are available in 8-foot lengths in both 2½-inch and 3½-inch thicknesses. Depending on the construction method and components used, SABs can improve STC (Sound Transmission Class) ratings by 4-11 points over an empty cavity.

## Features

- Excellent acoustical performance
- Easy to install and fabricate
- Long-term performance and will not settle or slump within wall cavities
- With less dust than other fiberglass products, PINK Next Gen™ Fiberglas™ insulation has excellent stiffness and recovery characteristics
- Compression packaging from Owens Corning speeds job
- Labeled with thermal value

## Standards, Codes Compliance

- Manufactured in compliance with ASTM C665 Type 1
- Classified non-combustible as tested in accordance with ASTM E136
- Acceptable for use in ICC building construction types I through V
- Certified to meet California Code of Regulations, Title 24, Chapter 12-13, Article 3, "Standards for Insulating Material"

## Applications

- Metal stud wall cavities of interior partitions

## Surface Burning Characteristics/ Building Code Construction Classification<sup>1</sup>

| PRODUCTS | FLAME<br>SPREAD | SMOKE<br>DEVELOPED | ICC       |
|----------|-----------------|--------------------|-----------|
| Unfaced  | < 25            | < 50               | All Types |

## WATER ABSORPTION

|                   |              |
|-------------------|--------------|
| Maximum by Volume | Less than 5% |
|-------------------|--------------|

## DIMENSIONAL STABILITY

|                  |                |
|------------------|----------------|
| Linear Shrinkage | Less than 0.1% |
|------------------|----------------|

<sup>1</sup> Products are tested in accordance with Surface Burning Characteristics ASTM E84.

## Reality of Sound Transmission Class (STC)

STC is a method of rating sound transmission performance of a wall or floor assembly. It is intended as a quick screening tool to compare different wall or floor assemblies. STC ratings are determined in a laboratory under controlled conditions. Even then, differences of 1-2 points STC can occur for the same assembly in the same laboratory. In the field, flanking noise, quality of material, and construction practices can lead to widely varied STCs for the same assembly.

## Design Considerations

Acoustical performance of metal stud interior partitions can be substantially affected by a number of important design and construction details. Important details include:

1. Seal the bottom plate and any wall penetrations with non-hardening permanently resilient sealant.
2. Location and attachment of outlets, ducts, and mechanical equipment. Plumbing should be designed to allow for expansion and contraction. Pipes should also be isolated from framing, using resilient mounts.
3. Use solid core wood or metal doors for best noise control. Depending on HVAC requirements, weather-stripping may be used around the door to reduce sound transmission.

## Fire Safety

Wall assemblies with SAB installed in the cavities can achieve up to a 2-hour fire resistance rating as tested in accordance with ASTM E119.



## Acoustic and Fire Ratings for Typical Steel Stud Partitions

| STUD DEPTH | STC | NATIONAL RESEARCH COUNCIL (NRC) TEST NO. | WALL DESCRIPTION                                  | UL FIRE RESISTANCE DIRECTORY <sup>2</sup> | FIRE RESISTANCE DESIGN MANUAL GYPSUM ASSOC. FILE NO. <sup>2</sup> | HOURLY RATING | GYPSUM       |
|------------|-----|------------------------------------------|---------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------|---------------|--------------|
| 2½"        | 39  | TL-93-058                                | 2½" 25ga Steel Studs 16" OC, ⅝ gyp w/ 2½" Fg batt | U494                                      | WP 1240                                                           | 1 hr NLB      | Single Layer |
| 2½"        | 44  | TL-93-033                                | 2½" 25ga Steel Studs 24" OC, ⅝ gyp w/ 2½" Fg batt | U495                                      | WP 1076                                                           | 1 hr NLB      |              |
| 2½"        | 45  | TL-93-038                                | 2½" 25ga Steel Studs 24" OC, ½ gyp w/ 2½" Fg batt | U419, U423                                | WP 1240                                                           | 45 min NLB    |              |
| 3⅝"        | 49  | TL-93-325                                | 3⅝" 25ga Steel Studs 16" OC, ⅝ gyp w/ 3½" Fg batt | U419, U423                                |                                                                   | 1 hr LB/NLB   |              |
| 3⅝"        | 50  | TL-93-324                                | 3⅝" 25ga Steel Studs 24" OC, ⅝ gyp w/ 3½" Fg batt | U419, U423                                | WP 1072                                                           | 1 hr LB/NLB   |              |
| 3⅝"        | 46  | TL-93-344                                | 3⅝" 25ga Steel Studs 16" OC, ½ gyp w/ 3½" Fg batt | U423                                      |                                                                   | 45 min NLB    |              |
| 2½"        | 51  | TL-93-039                                | 2½" 25ga Steel Studs 24" OC, (2)⅝/(1)⅝ gyp 2½" Fg | U423                                      |                                                                   | 1 hr NLB      | Unbalanced   |
| 3⅝"        | 52  | TL-92-420                                | 3⅝" 25ga SS 16" OC, (2) ⅝ gyp/(1) ⅝ gyp 3½" Fg    | U423                                      |                                                                   | 1 hr NLB      |              |
| 3⅝"        | 54  | TL-92-368                                | 3⅝" 25ga SS 24" OC, (2) ⅝ gyp/(1) ⅝ gyp 3½" Fg    | U423                                      | WP 1052                                                           | 1 hr NLB      |              |
| 3⅝"        | 50  | TL-93-354                                | 3⅝" 25ga SS 16" or 24" OC, ⅝ gyp w/ RC, 3½" Fg.   | U423                                      |                                                                   | 1 hr LB/NLB   | Double Layer |
| 2½"        | 55  | TL-93-037                                | 2½" 25ga Steel Studs 24" OC, (2) ⅝ gyp 2½" Fg     | U411                                      | WP 1548                                                           | 2 hr NLB      |              |
| 3⅝"        | 55  | TL-92-424                                | 3⅝" 25ga Steel Studs 16" OC, (2)½ gyp 3½" Fg      | U412                                      |                                                                   | 2 hr NLB      |              |
| 3⅝"        | 55  | TL-92-412                                | 3⅝" 25ga Steel Studs 24" OC, (2)½ gyp 3½" Fg      | U412                                      | WP 1521                                                           | 2 hr NLB      |              |
| 3⅝"        | 58  | TL-92-369                                | 3⅝" 25ga Steel Studs 24" OC, (2)⅝ gyp 3½" Fg      | U411, U425                                | WP 1522                                                           | 2 hr NLB      |              |

<sup>2</sup> Acoustic and fire-resistance ratings apply to assemblies in their entirety. Except for separately rated structural members supporting tested assemblies, individual components are not assigned a fire-resistance rating and are not intended to be interchanged between assemblies. They are designated for use in a specific design so the ratings of the design may be attained. Refer to the online resources for the most up-to-date published assembly details. Consult with the authority having jurisdiction before installation.

## Acoustic Comparison of Cavity Insulation Types

| GYPSUM BOARD                                         | INSULATION TYPE   | TEST NUMBER | STC |
|------------------------------------------------------|-------------------|-------------|-----|
| <b>One layer each side</b>                           |                   |             |     |
| ⅝"                                                   | None              | TL-92-618   | 38  |
| ⅝"                                                   | Fiberglass        | TL-93-325   | 49  |
| ⅝"                                                   | Mineral Wool      | TL-93-327   | 47  |
| ⅝"                                                   | Cellulose (spray) | TL-93-049   | 45  |
| <b>One layer one side, two layers the other side</b> |                   |             |     |
| ⅝"                                                   | Fiberglass        | TL-92-420   | 52  |
| ⅝"                                                   | Mineral Wool      | TL-93-329   | 53  |
| ⅝"                                                   | Cellulose (spray) | TL-93-050   | 49  |
| ⅝"                                                   | Cellulose (blown) | TL-92-437   | 49  |

3½-inch 25-Gauge Non-Load-Bearing Studs at 16 inches on center NRC-CNRC Internal Report IRC-IR-693, October 1995

## Availability

| THICKNESS | WIDTH                 | LENGTH |
|-----------|-----------------------|--------|
| 2½"       | 16"/24" (406mm/609mm) | 96"    |
| 3½"       | 16"/24" (406mm/609mm) | 96"    |
| 6½"       | 16"/24" (406mm/609mm) | 96"    |

## Certifications and Sustainable Features

- Average 65% with Minimum 47% post-consumer and balance 18% pre-consumer recycled glass content
- GREENGUARD Certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit [ul.com/gg](http://ul.com/gg)
- Environmental Product Declaration (EPD) has been certified by UL Environment



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LEED® is a registered trademark of the U.S. Green Building Council.

## Notes

PINK Next Gen™ Fiberglas™ Sound Attenuation Batts (SAB) are ink jetted on the fiberglass with their thermal value of R-11 for 3½ inches and R-8 for 2½ inches to meet labeling requirements of thermal values for insulation used in the thermal envelope.

If specifying for an open cavity, remember to use supplemental support for heights over 8 feet.

For additional information, refer to the Safe Use Instruction Sheet (SUIS) found in the SDS Database via <http://sds.owenscorning.com>.

**OWENS CORNING INSULATING SYSTEMS, LLC**  
 ONE OWENS CORNING PARKWAY  
 TOLEDO, OHIO 43659 USA  
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[www.owenscorning.com](http://www.owenscorning.com)



# CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: August 26, 2024

## AGENDA ITEM: CU-24-11 SALONS BY JC/ALPHARETTA CROSSING

The applicant, Salons by JC, is requesting a conditional use to operate a 'Spa Services' business in an 8,640 square foot suite in the Alpharetta Crossing shopping center. The business leases rooms to a variety of beauty and wellness personal services providers. The subject property is located at 11770 Haynes Bridge Road, Suite 401 at the southwest corner of Haynes Bridge Road and Old Milton Parkway.

This item was considered at the August 1, 2024 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0

## STAFF RECOMMENDATION:

Approve CU-24-11 Salons by JC/Alpharetta Crossing, subject to the following conditions:

1. 'Spa Services' shall be added as a conditional use at 11770 Haynes Bridge Road, Suite 401 and limited to no more than 2,160 square feet.
2. Conditional use approval shall be limited to Salons by JC.
3. 'Spa Services' shall be limited to waxing and massage services.
4. Hours of operation shall be Monday – Sunday 9:00 AM – 6:00 PM.
5. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.

## ITEM DESCRIPTION:

The submitted request, if approved, would allow Salons by JC to operate a 'Spa Services' business in an 8,640 square foot suite in the Alpharetta Crossing shopping center. The public hearing application states that the business would like to allow waxing and massage services to complement the variety of beauty and wellness personal services provided with this business. The subject property is located at 11770 Haynes Bridge Road, Suite 401 at the southwest corner of Haynes Bridge Road and Old Milton Parkway.

The property is zoned C-2 (General Commercial). Surrounding properties are zoned C-2 to the north, east and west, DT-MU (Downtown Mixed-Use) to the south, and O-I (Office-Institutional) and R-4A (Dwelling, 'For-Sale', Attached Residential) to the east. Haynes Park and an undeveloped office property are located to the east, Mammoth Car Wash, Country Place Animal Hospital, and Regions Bank are located to the north, Dogwood Square is located to the west, and the Maxwell is located to the south.

Alpharetta Crossing shopping center is a 9.8-acre property developed with a one (1) story, 96,544 square foot retail shopping center. A variety of businesses operate in the retail center, including Urban Hardware, Bagel Boys, The UPS Store, Chau's Alterations, and AJ's Home Cooking, to name a few. The applicant's business is located in Suite 401 of the shopping center.

Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as, "A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, and hair



removal/waxing, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.”

Salons by JC leases suites to cosmetologists, hair stylists, estheticians, and other similar personal service providers. The business has 48 rooms for lease and has been operating at the Alpharetta Crossing shopping center since it opened. Salons by JC is approved to offer a variety of beauty and wellness personal services that do not require a customer to disrobe. Hours of operation for the business are Monday – Sunday 9:00 AM – 6:00 PM.

### **CONDITIONAL USE REVIEW CRITERIA**

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

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

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

*Response: Alpharetta Crossing shopping center was developed in compliance with site access standards and the applicant’s proposal would not negatively impact traffic and pedestrian safety.*

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

*Response: The subject property is in compliance with regard to refuse areas, loading and service areas, off-street parking, and buffers and screening.*

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

*Response: The proposed retail service use would complement the beauty services offered at the applicant’s business, as well as other commercial uses in the Alpharetta Crossing shopping center. If approved, ‘Spa Services’ uses should be limited to no more than 4,000 square feet of the space in order to comply with the City’s definition of ‘Spa Services’.*

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

*Response: Not applicable.*

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

*Response: The proposed retail service use would complement the beauty services offered at the applicant’s business, as well as other commercial uses in the Alpharetta Crossing shopping center.*

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

*Response: The proposed retail service use would complement the beauty services offered at the applicant's business, as well as other commercial uses in the Alpharetta Crossing shopping center.*

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

*Response: The nearest business approved for 'Spa Services' is Natural Body Spa at 275 Commerce Street, which is approximately 2,300' to the south of the applicant's site. There are no conflicting uses in the immediate vicinity of the applicant's property.*

## **CONCURRENCES**

Staff has reviewed the applicant's proposal against the review criteria for a conditional use. The use would be compatible with the surrounding uses and other locations for this business, which are similarly situated in retail corridors and shopping centers. The proposed use would complement the beauty services offered at the applicant's business. If approved, conditions should be established that regulate and limit an expansion of services and signage.

## **CITIZEN PARTICIPATION PLAN**

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received. The applicant provided sixteen (16) letters of support from tenants operating at Salons by JC.

## **COMMUNITY ZONING INFORMATION MEETING**

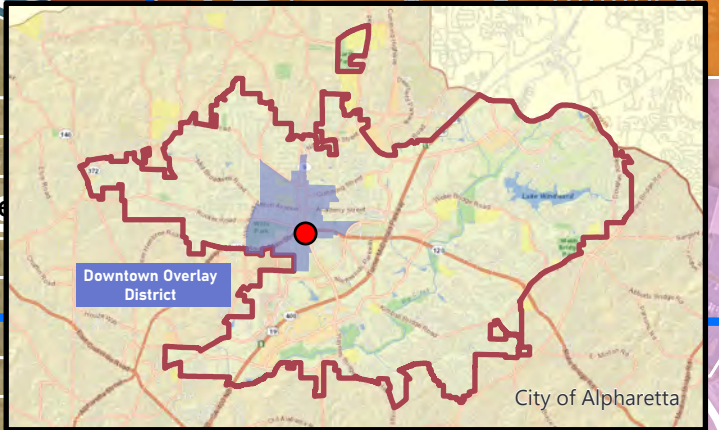
The CZIM was held on July 10, 2024. There were no public comments.

| <b>ATTACHMENTS:</b>                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Aerial Map</li><li>• Zoning Map</li><li>• Future Land Use Map</li><li>• Location Map</li><li>• CZIM</li><li>• Citizen Part B</li><li>• Application</li></ul> |

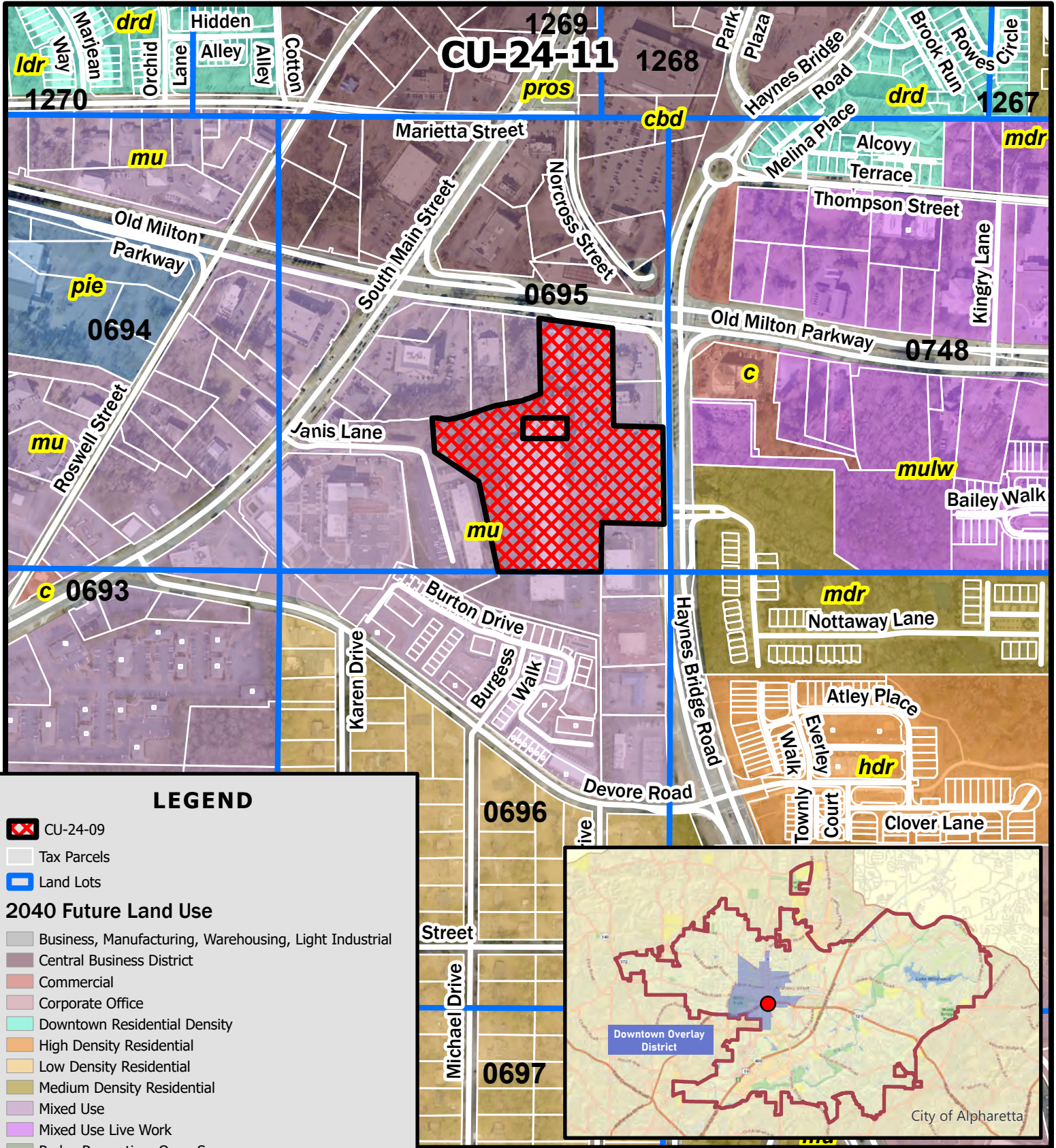










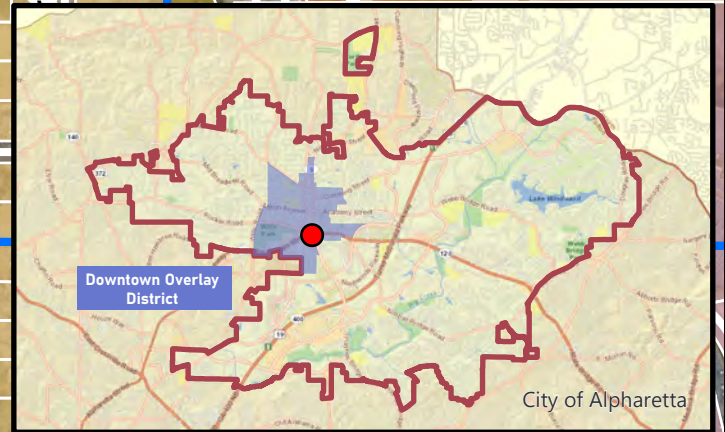


### LEGEND

- CU-24-09
- Tax Parcels
- Land Lots

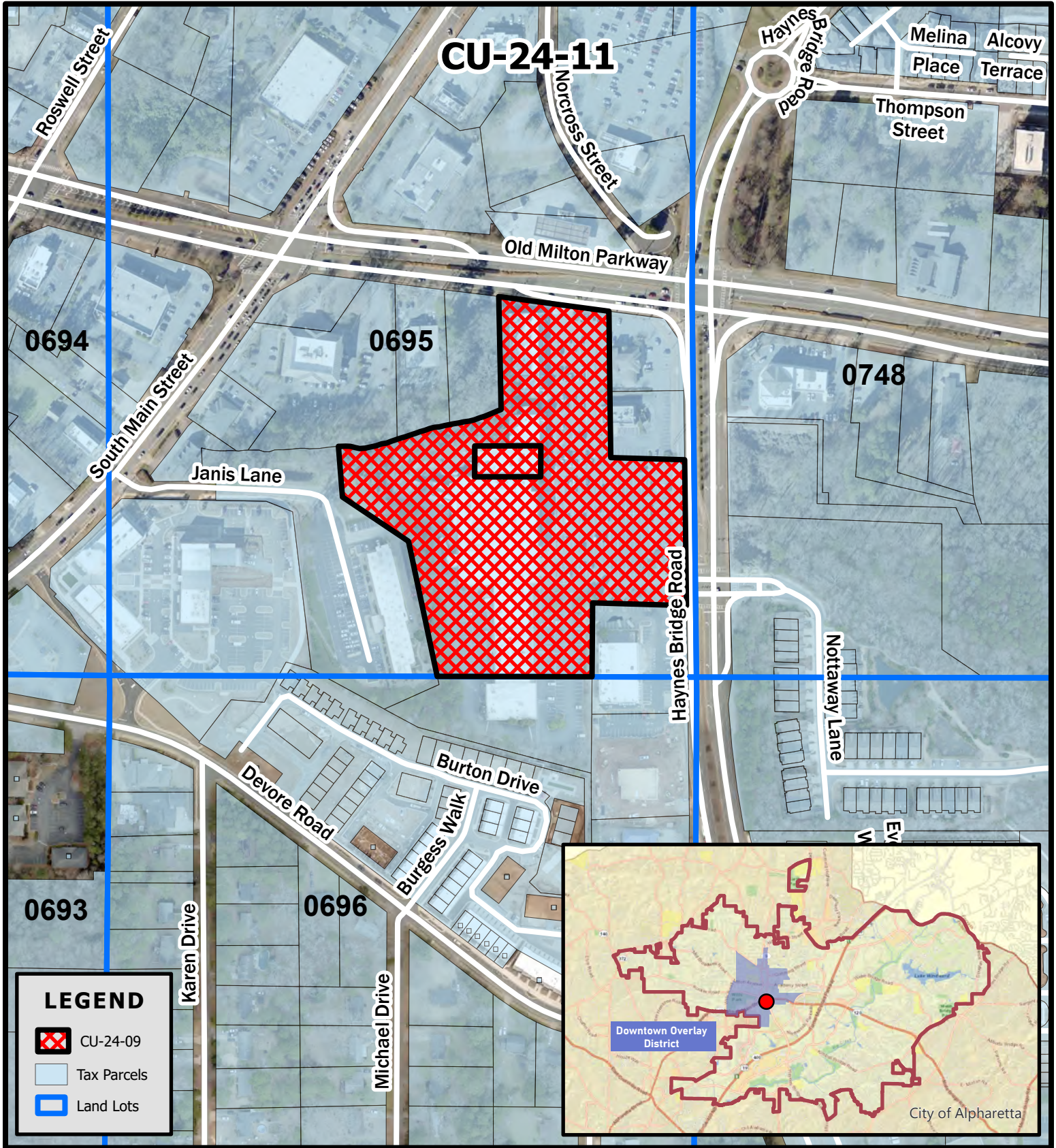
### 2040 Future Land Use

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



**CU-24-11**  
**D/LL: 1/2/695**  
**PC: 8/01/24**  
**CC: 8/26/24**





**CU-24-11**  
**D/LL: 1/2/695**  
**PC: 8/01/24**  
**CC: 8/26/24**

**Location Map**  
**Salons by JC Alpharetta**  
**11770 Haynes Bridge Road Suite 401**

**Location Map Provided by:**  
**Community Development - GIS**  
 Page 87 of 262





Community Zoning Information Meeting (CZIM)  
Please sign-in and leave your comments and/or concerns.

July 10, 2024

CU-24-11 / Salons by JC Alpharetta

| 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: Salons by JC Spa License Request

Contact Name: Mara Soren Telephone: 678-744-5844

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.

We received no concerns or comments.

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.*

- |                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits              |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting                |
| <input type="checkbox"/> Email             | <input type="checkbox"/> 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: Mara

Date: July 2, 2024

Print Form



June 18, 2024  
Marci Soran  
11770 Haynes Bridge Road, Suite 401  
Alpharetta, Georgia 30009  
RE: CU-24-11 Salons by JC Alpharetta Crossings

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a conditional use to allow 'Spa Services' on 8.24 acres in the Downtown. A conditional use is requested to allow 'Spa Services' for Salons by JC in the Alpharetta Crossings shopping center. The property is located at 11770 Haynes Bridge Road, Suite 401 and is legally described as being located in Land Lot 695, 1st District, 2ndSection, 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.

This item will be considered by the Planning Commission on Thursday, August 1, 2024, and City Council on Monday, August 26, 2024, at 6:30 PM. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 678-744-5844.

Sincerely,

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

Marci Soran  
Salons by JC Alpharetta

FEUERHERM WAYNE BENTLEY & NICOLE  
107 NOTTAWAY LN  
ALPHARETTA GA 30009

JANUS PAUL S & KARIN L  
109 NOTTAWAY LANE  
ALPHARETTA GA 30009

REMMES ROBERT J & MARY L  
111 NOTTAWAY LANE  
ALPHARETTA GA 30009

KHANG STELLA ET AL  
113 NOTTAWAY LANE  
ALPHARETTA GA 30009

TPG MAXWELL LLC  
11340 LAKEFIELD DR STE 250  
DULUTH GA 30097

BAILEY JAMES R & BAILEY MARY M  
115 NOTTAWAY LANE  
ALPHARETTA GA 30009

WARREN THEODORE JAMES & LOUISE  
117 NOTTAWAY LANE  
ALPHARETTA GA 30009

JOHNSON GREAG & JOHNSON LYNN  
PAULETTE BECKMAN  
119 NOTTAWAY LANE  
ALPHARETTA GA 30009

FINEIS JAMES L & BAILEY ELLEN J  
120 NOTTAWAY LN  
ALPHARETTA GA 30009

VENKATA ARUN KUMAR DEVARAKONDA  
& KUMAR REVATHI ARUN  
121 DEVORE RD  
ALPHARETTA GA 30009

GOLIAS DAVID J  
121 NOTTAWAY LANE  
ALPHARETTA GA 30009

HATCH TIMOTHY & WIELAND LISA  
122 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG TAYLOR BRIGGS  
123 DEVORE RD  
ALPHARETTA GA 30009

OU YI-CHUNG & CHUO YUN-FANG  
123 NOTTAWAY LN  
ALPHARETTA GA 30009

MC BETH LAIRD G & JOHANNA V  
124 NOTTAWAY LN  
ALPHARETTA GA 30009-2284

HITES KAREN & JOHN  
125 DEVORE RD  
ALPHARETTA GA 30009

VOEGELI KATHERINE TREADWAY  
126 NOTTAWAY LN  
ALPHARETTA GA 30009

FAHEY FRANK R JR & AMY E  
128 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG BRIAN  
129 DEVORE RD  
ALPHARETTA GA 30009

BERRY CAROL  
131 DEVORE RD  
ALPHARETTA GA 30009

ESTRADA CARLOS  
133 DEVORE RD  
ALPHARETTA GA 30009

MACHLEIT LYNN M  
135 DEVORE RD UNIT 207  
ALPHARETTA GA 30009

MULKEY LAWRENCE W  
13630 BIRMINGHAM HWY  
ALPHARETTA GA 30004

MC GRETY THOMAS  
137 DEVORE RD  
ALPHARETTA GA 30009

MAINSTREET PORTFOLIO LLC  
13913 TREE LOFT RD  
ALPHARETTA GA 30004

STONEWALK ALPHA III LLC  
140 BLACKLAND CT E  
MARIETTA GA 30067

MILES MICHAEL  
141 DEVORE RD  
ALPHARETTA GA 30009

KJM HOLDINGS LLC  
1418 DRESDEN DR #220  
ATLANTA GA 30319

HALES JOSEPH MARK  
143 DEVORE RD UNIT 402  
ALPHARETTA GA 30009

TUCK DALE AUSTIN & TUCK CHARLENE  
14480 MORNING MOUNTAIN WAY  
ALPHARETTA GA 30004



PARADIS MARY L  
145 DEVORE RD UNIT 403  
ALPHARETTA GA 30009

SIEGEL BLAKE  
147 DEVORE RD  
ALPHARETTA GA 30009

WILLARD KARRIE WHITEHEAD  
149 DEVORE RD UNIT 405  
ALPHARETTA GA 30009

HORNYAK JOLIE & HORNYAK STEVE  
151 DEVORE RD  
ALPHARETTA GA 30009

PARK PLAZA PARTNERS LLC  
15144 TAYLOR RD  
ALPHARETTA GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
MILTON GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
ALPHARETTA GA 30004

GRBK DEVORE LLC  
175 DEVORE RD  
ALPHARETTA GA 30009

C S H F OF GA INC  
1800 CENTURY BLVD NE  
ATLANTA GA 30345

CITY OF ALPHARETTA  
2 SOUTH MAIN ST # 19  
ALPHARETTA GA 30004

HJORT EMILY & PETER  
201 NOTTAWAY LANE  
ALPHARETTA GA 30009

FREDO JILL A  
203 NOTTAWAY LANE  
ALPHARETTA GA 30009

O BRIEN MICHELLE  
205 NOTTAWAY LANE  
ALPHARETTA GA 30009

DAMERON JULIA  
207 NOTTAWAY LANE  
ALPHARETTA GA 30009

OH PHILLIP J & GEORGE  
209 NOTTAWAY LANE  
ALPHARETTA GA 30009

KIMBELL KEVIN & LAURIE  
210 BURGESS WALK  
ALPHARETTA GA 30009

BAIR GINA  
211 NOTTAWAY DR  
ALPHARETTA GA 30009

NEW MAMMOTH DETAIL SALON INC  
2145 OLD MILTON PKWY  
ALPHARETTA GA 30004

TAYLOR HAROLD T  
2165 OLD MILTON PKWY  
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC  
2300 BETHELVIEW RD STE 110-329  
CUMMING GA 30040

STRS OHIO GA REAL  
ESTATE INVESTMENTS LLC  
275 EAST BROAD ST  
COLUMBUS OH 43215

WHITNEY BRIAN  
300 NOTTAWAY LANE  
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA  
301 BURGESS WALK  
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN  
303 BURGESS WALK  
ALPHARETTA GA 30009

OMOTAYO OLUSOLA  
304 BURGESS WALK  
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK  
305 BURGESS WALK  
ALPHARETTA GA 30009

STOUT LOUIS B & TAMARA  
306 BURGESS WALK  
ALPHARETTA GA 30009

HILL BRANDON SR & LATRESSAREE  
307 BURGESS WALK  
ALPHARETTA GA 30009

CLARK TRUST THE  
309 BURGESS WALK  
ALPHARETTA GA 30009

GOLD JOHN L JR  
311 BURGESS WALK  
ALPHARETTA GA 30009

DUFFY CHRISTOPHER F  
312 BURGESS WALK  
ALPHARETTA GA 30009

TOKMAKCI MEHMET P  
3127 LENOX RD NE APT 5  
ATLANTA GA 30324

BURGESS TIA L & CEDRIC  
314 BURGESS WALK  
ALPHARETTA GA 30009

ZAINA PROPERTIES LLC  
314 KENT VALLEY CIR  
TUCKER GA 30084

BURD KIMBERLY WATKINS  
315 BURGESS WALK  
ALPHARETTA GA 30009

SHERRY DAVID M & SHERRY ANNA  
316 BURGESS WALK  
ALPHARETTA GA 30009

RASORI PAUL & LEAH K  
317 BURGESS WALK  
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA  
319 BURGESS WALK  
ALPHARETTA GA 30009

GUVEN KERIMAN  
3396 CARVERTON LANE  
ALPHARETTA GA 30022

DALTEX ALPHARETTA LLC  
3715 NORTHSIDE PKWY  
ATLANTA GA 30327

STONEWALK ALPHA II LLC  
3847 RIVER VISTA WAY  
LOUISVILLE TN 37777

MALHOTRA VISHAL & ZINKI  
3970 GRIFFIN TRAIL WAY  
CUMMING GA 30041

CHAN TIN & ENG DANNY  
3975 OLD MILTON PKWY # S 1  
ALPHARETTA GA 30005

DEGERTEKIN FAHRETTIN LEVENT &  
DEGERTEKIN MINE HATUN HASHAS  
4091 PARAN POINTE DR NW  
ATLANTA GA 30327

RANIER RETIREMENT TRUST THE  
431 BURTON DR  
ALPHARETTA GA 30009

LOOFT KORINA  
433 BURTON DR  
ALPHARETTA GA 30009

RAPAPORT IAN  
435 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
438 BURTON DR  
ALPHARETTA GA 30009

LENT ERIC CHRISTOPHER  
440 BURTON DR  
ALPHARETTA GA 30009

MARTIN CHRISTOPHER & MARISSA  
442 BURTON DR  
ALPHARETTA GA 30009

KIM HYE JIN  
443 BURTON DR  
ALPHARETTA GA 30009

REESE ANGELA NADINE & FOX MARY A  
444 BURTON DR  
ALPHARETTA GA 30009

DRUMMOND TRYSTAN WANYE &  
DRUMMOND ALIXANDRIA GRACE  
445 BURTON DR  
ALPHARETTA GA 30009

YI WONCHOL & NAMESONG KIM  
446 BURTON DR  
ALPHARETTA GA 30009

ZENG XI  
447 BURTON DR  
ALPHARETTA GA 30009

MARINICH ROBERT C  
448 BURTON DR  
ALPHARETTA GA 30009

ZEDELL KARL F JR  
449 BURTON DR  
ALPHARETTA GA 30009

NYSENBAUM ROBERT & JENNYLYN  
451 BURTON DR  
ALPHARETTA GA 30009

DICKERSON KARMBALA ANDREA  
453 BURTON DR  
ALPHARETTA GA 30009

EIBLER JAY & KATHRYN  
455 BURTON DR  
ALPHARETTA GA 30009



LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
457 BURTON DR  
ALPHARETTA GA 30009

SMITH KENNETH H & SHERRI  
459 BURTON DR  
ALPHARETTA GA 30009

TURNER WESLEY B  
461 BURTON DR  
ALPHARETTA GA 30009

MC LAUGHIN STEPHEN & GAIL  
463 BURTON DR  
ALPHARETTA GA 30009

MILLER SUE B  
465 BURTON DR  
ALPHARETTA GA 30009

HOPEY MARCIE  
468 BURTON DR  
DULUTH GA 30097

CARLETON GARY  
469 BURTON DR  
ALPHARETTA GA 30009

SHERRY LEE ANN &  
SHERRY DAVID KEVIN JR  
470 BURTON DR  
ALPHARETTA GA 30009

DOS SANTOS MARK & KERI  
471 BURTON DR  
ALPHARETTA GA 30009

BOBE GLENN BYRON JR &  
RAGGO BOBE TABORA  
472 BURTON DR  
ALPHARETTA GA 30009

REARDON JOSEPH CLARENCE &  
REARDON HEATHER MC GEE  
473 BURTON DR  
ALPHARETTA GA 30009

MUNSTER & ROHRBACH  
FAMILY TRUST THE  
4909 JESPERSEN RD  
SAN LUIS OBISPO CA 93401

HUFFMAN BRIANA  
503 BURTON DR  
ALPHARETTA GA 30009

ENDLER DOMINIK & ANJA BEATE  
5045 HUNTWOOD WAY  
ROSWELL GA 30075

PICA GABRIEL ALLEANDRO &  
ROONEY AMANDA CHRISTINE  
507 BURTON DR  
ALPHARETTA GA 30009

PEREZ JONATHAN ALEXANDER &  
CARLSON JORDAN MORAN  
509 BURTON DR  
ALPHARETTA GA 30009

CABRERA ALEX LOGAN & GREG ROY  
511 BURTON DR  
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN  
513 BURTON DR  
ALPHARETTA GA 30009

BERBERIAN PROPERTIES LLC  
515 LYELL DR STE 101  
MODESTO CA 95356

PATEL SAMIR  
5180 BRIARSTONE RIDGE WAY  
ALPHARETTA GA 30022

SOMEILLAN LIZETTE  
8891 SW 78 PL  
MIAMI FL 33156

BUR ROG INC  
P O BOX 3165  
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC  
P O BOX 32018  
LAKELAND FL 33802-2018

PUBLIX SUPER MARKETS INC  
P.O. BOX 32018  
LAKELAND FL 33802

BUR ROG INC  
PO BOX 642  
ALPHARETTA GA 30004

# CITY OF ALPHARETTA

## PUBLIC HEARING APPLICATION

CU-24-11

FOR OFFICE USE ONLY

Case #: PH4240034

PH #: \_\_\_\_\_

☐ Property Taxes & Code Violations Verified

☒ Fee Paid Initial: JR

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: Marci Soran

Telephone: 678-744-5844

Address: 11770 Haynes Bridge Road

Suite: 401

City: Alpharetta

State: GA

Zip: 30009

Fax: \_\_\_\_\_

Mobile Tel: 404-218-9053

Email: sbjc.haynesbridge@gmail.com

### Subject Property Information:

Bridge

Address: 11770 Haynes Bridge Road

Current Zoning: C-2

District: \_\_\_\_\_ Section: \_\_\_\_\_ Land Lot: \_\_\_\_\_ Parcel ID: \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_ Current Use: \_\_\_\_\_

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

☒ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): \_\_\_\_\_



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# APPLICANT REQUEST AND INTENT

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

To allow a conditional use permit to allow Spa Services.

Salons by JC Alpharetta, a Salon Suites business offering rental to beauty professionals. We have 48 rooms in Alpharetta Crossing. We have been here since the Center opened.

We are open from 9:00 AM - 6:00 PM and offer controlled access after hours for our professionals.

Applicant's Request (Please itemize the proposal):

Currently, Salons by JC Alpharetta hosts a variety of Beauty Professionals including manicurists, aestheticians and hairdressers. However we have identified a gap in the services we offer. The city of Alpharetta prohibits the provision of waxing and massage services within our establishment, limiting our ability to cater to the needs of clientele. Currently, because these services are allowed in other parts of Alpharetta, but not in the City of Alpharetta, we are losing prospective tenants to other locations (including our own franchise partners that are other Salons by JC locations).

We believed that by expanding our services, we will enhance our location --making it a "one stop shop for your beauty services" and bringing in more professionals which will positively benefit the local economy and give our tenants more collaborative options internally. Moreover, it would enable us to remain competitive in the ever-evolving beauty and wellness industry.

We know and understand and respect the zoning regulations set forth by the City of Alpharetta, however we kindly request that council consider rezoning our establishment to include Spa Services. We are committed to upholding the highest standards of professionalism and compliance.

We are prepared to address any concerns or questions the council may have regarding our proposal. We are confident that with your support, we can work together to enrich our community by adding more professionals to Salons by JC and Alpharetta.

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

We request that the council consider rezoning our establishment to allow for the inclusion of:

1. Waxing Services
2. Massage Services

## PROPERTY OWNER AUTHORIZATION

### Property Owner Information:

Contact Name: Daltex Alpharetta, LLC

Telephone: 404-846-4017

Address: 3715 Nothside Parkway NW

Suite: Bldg 400-100

City Atlanta

State: GA

Zip: 30327

### 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.*

- |                                               |                                                     |
|-----------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Annexation           | <input type="checkbox"/> Special Use                |
| <input type="checkbox"/> Rezoning             | <input checked="" type="checkbox"/> Conditional Use |
| <input type="checkbox"/> Variance             | <input type="checkbox"/> Master Plan                |
| <input type="checkbox"/> Land Use Application | <input type="checkbox"/> Other                      |

### Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Marci Soran and Mark Staelens

Telephone: 678-744-5844

Address: 11770 Haynes Bridge Road, Suite 401

Suite: \_\_\_\_\_

City Alpharetta

State: GA

Zip: 30009

### So Sworn and Attested:

Owner Signature: \_\_\_\_\_

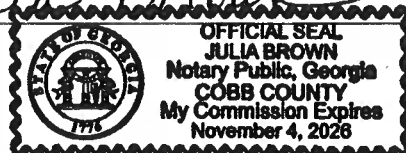
Date: 6.7.2024

*As Agent for Daltex Alpharetta, LLC*

Notary: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

Date: 6.7.2024





# 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: **Marci Soran**

Subject Public Hearing Case: **CU-24-11 Sabons by Jc Alpharetta**  
**Exe Crossing**

## 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: **MSoran**

Date: **6/20/24**

---

# ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

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How will this proposal be compatible with surrounding properties?

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

By having more tenants, there will be more walking traffic to the center bringing more business to our neighbors.

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

N/A

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

N/A

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

N/A

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

As Alpharetta continues to <sup>grow</sup> go, we provide more services in the beauty industry that our community uses. We have a growing number of apartment/condo users of our service who live in the rooftop apartment as well as homes nearby..more and more are walking to the center.

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

N/A

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: Conditional Use Permit for Spa Services

Contact Name: Marci Soran

Telephone: 678-744-5844

*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 list attached

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.*

- |                                            |                                                 |
|--------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Personal Visits        |
| <input type="checkbox"/> Telephone         | <input type="checkbox"/> Group Meeting          |
| <input type="checkbox"/> Email             | <input type="checkbox"/> 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.

They will be able to call us. Our phone number is included in the letter mailed 6/20/2024 and 6/19/2024.

FEUERHERM WAYNE BENTLEY & NICOLE  
107 NOTTAWAY LN  
ALPHARETTA GA 30009

JANUS PAUL S & KARIN L  
109 NOTTAWAY LANE  
ALPHARETTA GA 30009

REMMES ROBERT J & MARY L  
111 NOTTAWAY LANE  
ALPHARETTA GA 30009

KHANG STELLA ET AL  
113 NOTTAWAY LANE  
ALPHARETTA GA 30009

TPG MAXWELL LLC  
11340 LAKEFIELD DR STE 250  
DULUTH GA 30097

BAILEY JAMES R & BAILEY MARY M  
115 NOTTAWAY LANE  
ALPHARETTA GA 30009

WARREN THEODORE JAMES & LOUISE  
117 NOTTAWAY LANE  
ALPHARETTA GA 30009

JOHNSON GREAG & JOHNSON LYNN  
PAULETTE BECKMAN  
119 NOTTAWAY LANE  
ALPHARETTA GA 30009

FINEIS JAMES L & BAILEY ELLEN J  
120 NOTTAWAY LN  
ALPHARETTA GA 30009

VENKATA ARUN KUMAR DEVARAKONDA  
& KUMAR REVATHI ARUN  
121 DEVORE RD  
ALPHARETTA GA 30009

GOLIAS DAVID J  
121 NOTTAWAY LANE  
ALPHARETTA GA 30009

HATCH TIMOTHY & WIELAND LISA  
122 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG TAYLOR BRIGGS  
123 DEVORE RD  
ALPHARETTA GA 30009

OU YI-CHUNG & CHUO YUN-FANG  
123 NOTTAWAY LN  
ALPHARETTA GA 30009

MC BETH LAIRD G & JOHANNA V  
124 NOTTAWAY LN  
ALPHARETTA GA 30009-2284

HITES KAREN & JOHN  
125 DEVORE RD  
ALPHARETTA GA 30009

VOEGELI KATHERINE TREADWAY  
126 NOTTAWAY LN  
ALPHARETTA GA 30009

FAHEY FRANK R JR & AMY E  
128 NOTTAWAY LANE  
ALPHARETTA GA 30009

FOGG BRIAN  
129 DEVORE RD  
ALPHARETTA GA 30009

BERRY CAROL  
131 DEVORE RD  
ALPHARETTA GA 30009

ESTRADA CARLOS  
133 DEVORE RD  
ALPHARETTA GA 30009

MACHLEIT LYNN M  
135 DEVORE RD UNIT 207  
ALPHARETTA GA 30009

MULKEY LAWRENCE W  
13630 BIRMINGHAM HWY  
ALPHARETTA GA 30004

MC GRETY THOMAS  
137 DEVORE RD  
ALPHARETTA GA 30009

MAINSTREET PORTFOLIO LLC  
13913 TREE LOFT RD  
ALPHARETTA GA 30004

STONEWALK ALPHA III LLC  
140 BLACKLAND CT E  
MARIETTA GA 30067

MILES MICHAEL  
141 DEVORE RD  
ALPHARETTA GA 30009

KJM HOLDINGS LLC  
1418 DRESDEN DR #220  
ATLANTA GA 30319

HALES JOSEPH MARK  
143 DEVORE RD UNIT 402  
ALPHARETTA GA 30009

TUCK DALE AUSTIN & TUCK CHARLENE  
14480 MORNING MOUNTAIN WAY  
ALPHARETTA GA 30004



PARADIS MARY L  
145 DEVORE RD UNIT 403  
ALPHARETTA GA 30009

SIEGEL BLAKE  
147 DEVORE RD  
ALPHARETTA GA 30009

WILLARD KARRIE WHITEHEAD  
149 DEVORE RD UNIT 405  
ALPHARETTA GA 30009

HORNYAK JOLIE & HORNYAK STEVE  
151 DEVORE RD  
ALPHARETTA GA 30009

PARK PLAZA PARTNERS LLC  
15144 TAYLOR RD  
ALPHARETTA GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
MILTON GA 30004

PINO CARLOS & JENNIFER  
15235 FAIRFAX LN  
ALPHARETTA GA 30004

GRBK DEVORE LLC  
175 DEVORE RD  
ALPHARETTA GA 30009

C S H F OF GA INC  
1800 CENTURY BLVD NE  
ATLANTA GA 30345

CITY OF ALPHARETTA  
2 SOUTH MAIN ST # 19  
ALPHARETTA GA 30004

HJORT EMILY & PETER  
201 NOTTAWAY LANE  
ALPHARETTA GA 30009

FREDO JILL A  
203 NOTTAWAY LANE  
ALPHARETTA GA 30009

O BRIEN MICHELLE  
205 NOTTAWAY LANE  
ALPHARETTA GA 30009

DAMERON JULIA  
207 NOTTAWAY LANE  
ALPHARETTA GA 30009

OH PHILLIP J & GEORGE  
209 NOTTAWAY LANE  
ALPHARETTA GA 30009

KIMBELL KEVIN & LAURIE  
210 BURGESS WALK  
ALPHARETTA GA 30009

BAIR GINA  
211 NOTTAWAY DR  
ALPHARETTA GA 30009

NEW MAMMOTH DETAIL SALON INC  
2145 OLD MILTON PKWY  
ALPHARETTA GA 30004

TAYLOR HAROLD T  
2165 OLD MILTON PKWY  
ALPHARETTA GA 30004-1910

2260 OLD MILTON LLC  
2300 BETHELVIEW RD STE 110-329  
CUMMING GA 30040

STRS OHIO GA REAL  
ESTATE INVESTMENTS LLC  
275 EAST BROAD ST  
COLUMBUS OH 43215

WHITNEY BRIAN  
300 NOTTAWAY LANE  
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA  
301 BURGESS WALK  
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN  
303 BURGESS WALK  
ALPHARETTA GA 30009

OMOTAYO OLUSOLA  
304 BURGESS WALK  
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK  
305 BURGESS WALK  
ALPHARETTA GA 30009

STOUT LOUIS B & TAMARA  
306 BURGESS WALK  
ALPHARETTA GA 30009

HILL BRANDON SR & LATRESSAREE  
307 BURGESS WALK  
ALPHARETTA GA 30009

CLARK TRUST THE  
309 BURGESS WALK  
ALPHARETTA GA 30009

GOLD JOHN L JR  
311 BURGESS WALK  
ALPHARETTA GA 30009

DUFFY CHRISTOPHER F  
312 BURGESS WALK  
ALPHARETTA GA 30009

TOKMAKCI MEHMET P  
3127 LENOX RD NE APT 5  
ATLANTA GA 30324

BURGESS TIA L & CEDRIC  
314 BURGESS WALK  
ALPHARETTA GA 30009

ZAINA PROPERTIES LLC  
314 KENT VALLEY CIR  
TUCKER GA 30084

BURD KIMBERLY WATKINS  
315 BURGESS WALK  
ALPHARETTA GA 30009

SHERRY DAVID M & SHERRY ANNA  
316 BURGESS WALK  
ALPHARETTA GA 30009

RASORI PAUL & LEAH K  
317 BURGESS WALK  
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA  
319 BURGESS WALK  
ALPHARETTA GA 30009

GUVEN KERIMAN  
3396 CARVERTON LANE  
ALPHARETTA GA 30022

DALTEX ALPHARETTA LLC  
3715 NORTHSIDE PKWY  
ATLANTA GA 30327

STONEWALK ALPHA II LLC  
3847 RIVER VISTA WAY  
LOUISVILLE TN 37777

MALHOTRA VISHAL & ZINKI  
3970 GRIFFIN TRAIL WAY  
CUMMING GA 30041

CHAN TIN & ENG DANNY  
3975 OLD MILTON PKWY # S 1  
ALPHARETTA GA 30005

DEGERTEKIN FAHRETTIN LEVENT &  
DEGERTEKIN MINE HATUN HASHAS  
4091 PARAN POINTE DR NW  
ATLANTA GA 30327

RANIER RETIREMENT TRUST THE  
431 BURTON DR  
ALPHARETTA GA 30009

LOOFT KORINA  
433 BURTON DR  
ALPHARETTA GA 30009

RAPAPORT IAN  
435 BURTON DR  
ALPHARETTA GA 30009

LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
438 BURTON DR  
ALPHARETTA GA 30009

LENT ERIC CHRISTOPHER  
440 BURTON DR  
ALPHARETTA GA 30009

MARTIN CHRISTOPHER & MARISSA  
442 BURTON DR  
ALPHARETTA GA 30009

KIM HYE JIN  
443 BURTON DR  
ALPHARETTA GA 30009

REESE ANGELA NADINE & FOX MARY A  
444 BURTON DR  
ALPHARETTA GA 30009

DRUMMOND TRYSTAN WANYE &  
DRUMMOND ALIXANDRIA GRACE  
445 BURTON DR  
ALPHARETTA GA 30009

YI WONCHOL & NAMESONG KIM  
446 BURTON DR  
ALPHARETTA GA 30009

ZENG XI  
447 BURTON DR  
ALPHARETTA GA 30009

MARINICH ROBERT C  
448 BURTON DR  
ALPHARETTA GA 30009

ZEDELL KARL F JR  
449 BURTON DR  
ALPHARETTA GA 30009

NYSENBAUM ROBERT & JENNYLYN  
451 BURTON DR  
ALPHARETTA GA 30009

DICKERSON KARMBALA ANDREA  
453 BURTON DR  
ALPHARETTA GA 30009

EIBLER JAY & KATHRYN  
455 BURTON DR  
ALPHARETTA GA 30009



LESLEY GRAY REVOCABLE  
LIVING TRUST THE  
457 BURTON DR  
ALPHARETTA GA 30009

SMITH KENNETH H & SHERRI  
459 BURTON DR  
ALPHARETTA GA 30009

TURNER WESLEY B  
461 BURTON DR  
ALPHARETTA GA 30009

MC LAUGHIN STEPHEN & GAIL  
463 BURTON DR  
ALPHARETTA GA 30009

MILLER SUE B  
465 BURTON DR  
ALPHARETTA GA 30009

HOPEY MARCIE  
468 BURTON DR  
DULUTH GA 30097

CARLETON GARY  
469 BURTON DR  
ALPHARETTA GA 30009

SHERRY LEE ANN &  
SHERRY DAVID KEVIN JR  
470 BURTON DR  
ALPHARETTA GA 30009

DOS SANTOS MARK & KERI  
471 BURTON DR  
ALPHARETTA GA 30009

BOBE GLENN BYRON JR &  
RAGGO BOBE TABORA  
472 BURTON DR  
ALPHARETTA GA 30009

REARDON JOSEPH CLARENCE &  
REARDON HEATHER MC GEE  
473 BURTON DR  
ALPHARETTA GA 30009

MUNSTER & ROHRBACH  
FAMILY TRUST THE  
4909 JESPERSEN RD  
SAN LUIS OBISPO CA 93401

HUFFMAN BRIANA  
503 BURTON DR  
ALPHARETTA GA 30009

ENDLER DOMINIK & ANJA BEATE  
5045 HUNTWOOD WAY  
ROSWELL GA 30075

PICA GABRIEL ALLEANDRO &  
ROONEY AMANDA CHRISTINE  
507 BURTON DR  
ALPHARETTA GA 30009

PEREZ JONATHAN ALEXANDER &  
CARLSON JORDAN MORAN  
509 BURTON DR  
ALPHARETTA GA 30009

CABRERA ALEX LOGAN & GREG ROY  
511 BURTON DR  
ALPHARETTA GA 30009

GUO YUANTA & RUAN LAN  
513 BURTON DR  
ALPHARETTA GA 30009

BERBERIAN PROPERTIES LLC  
515 LYELL DR STE 101  
MODESTO CA 95356

PATEL SAMIR  
5180 BRIARSTONE RIDGE WAY  
ALPHARETTA GA 30022

SOMEILLAN LIZETTE  
8891 SW 78 PL  
MIAMI FL 33156

BUR ROG INC  
P O BOX 3165  
HARRISBURG PA 17105

PUBLIX SUPER MARKETS INC  
P O BOX 32018  
LAKELAND FL 33802-2018

PUBLIX SUPER MARKETS INC  
P.O. BOX 32018  
LAKELAND FL 33802

BUR ROG INC  
PO BOX 642  
ALPHARETTA GA 30004

Exhibit ADescription of Property

All that tract and parcel of land lying and being located in the City of Alpharetta in Land Lots 695 and 696 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

Begin at a point on the western right-of-way line of Norcross Street, a/k/a Haynes Bridge Road (having a 100-foot right-of-way width), said point being located South 02 degrees 56 minutes 06 seconds West a distance of 305.00 feet from the point of intersection of said right-of-way line with the southern right-of-way line of Georgia Highway 120, a/k/a Maddox Street (having a 110-foot right-of-way width) as measured along said right-of-way line Norcross Street; thence along said western right-of-way line of Norcross Street the following courses and distances: South 02 degrees 56 minutes 06 seconds West a distance of 35.21 feet to a point; South 02 degrees 41 minutes 00 seconds West a distance of 477.63 feet to a point; and South 02 degrees 54 minutes 50 seconds West a distance of 91.51 feet to an iron pin set; thence leaving said western right-of-way line of Norcross Street run North 84 degrees 24 minutes 26 seconds West a distance of 206.54 feet to an iron pin found; thence South 02 degrees 29 minutes 10 seconds West a distance of 106.17 feet to an iron pin found (1-inch pipe); thence North 71 degrees 42 minutes 15 seconds West a distance of 399.19 feet to an iron pin found (3/4-inch pipe); thence North 58 degrees 10 minutes 17 seconds West a distance of 77.17 feet to an iron pin found (#4 R.B.); thence North 56 degrees 5 minutes 48 seconds East a distance of 140.36 feet to an iron pin found (#4 R.B.); thence North 09 degrees 58 minutes 00 seconds West a distance of 336.20 feet to an iron pin found (#4 R.B.); thence North 4 degrees 46 minutes 17 seconds West a distance of 165.00 feet to an iron pin found (nail and cap pavement); thence North 03 degrees 47 minutes 06 seconds West a distance of 66.10 feet to an iron pin found (#4 R.B.); continuing thence North 03 degrees 47 minutes 06 seconds West a distance of 50 feet, more or less, to a point in the centerline of a creek (said point being hereinafter referred to as the "Traverse Commence Point"); thence in a generally northeasterly direction, along the centerline said creek, a distance of 404 feet, more or less, to an iron pin set (said iron pin being hereinafter referred to as the "Traverse Termination Point"); (the boundary following the centerline of said creek being more particularly described by a traverse line beginning at the Traverse Commencement Point and running thence South 03 degrees 47 minutes 06 seconds East a distance of 51.0 feet, more or less, to an iron pin found; thence North 13 degrees 10 minutes 35 seconds East a distance of 69.43 feet to a point; thence North 83 degrees 15 minutes 51 seconds East a distance of 378.64 feet to an iron pin set; thence South 00 degrees 33 minutes 00 seconds West a distance of 2.19 feet, more or less, to Traverse Termination Point; thence North 00 degrees 33 minutes 00 seconds East a distance of 2.19 feet to an iron pin set; continuing thence North 00 degrees 33 minutes 00 seconds East a distance of 246.81 feet to an iron pin set on the southern right-of-way line of Georgia Highway 120; thence in a generally southeasterly direction along said southern right-of-way line of Georgia Highway 120 the following courses and distances: South 78 degrees 38 minutes 49 seconds East a distance of 80.93 feet to a point; and South 79 degrees 05 minutes 14 seconds East a distance of 139.30 feet to an iron pin; thence leaving said southern right-of-way, run South 02 degrees 58 minutes 06 seconds West a distance of 327.10 feet to an iron pin set (PK Nail); thence South 87 degrees 03 minutes 54 seconds East a distance of 164.52 feet to a point on the western right-of-way line of Norcross Street, said point being the Point of Beginning.

The above-described property contains 10.9869 acres, more or less, and is shown as Tracts "A", "B" and "C" on, and described according to, that certain As-Built Survey prepared for Oxford Investments #9, Ltd., Confederation Life Insurance Company and Chicago Title Insurance Company by David A. Burr & Assoc., Inc. (David A. Burr, Georgia Registered Land Surveyor No. 1965), dated November 13, 1989, which plat of Survey is Incorporated herein and by this reference made a part hereof. Together with a perpetual exclusive easement as granted and conveyed under that certain Easement, dated June 30, 1989, from Elsie Shaw, individually and as Executrix under the Last Will and



# Floor Plan

ALPHARETTA CROSSING  
SHOPPING CENTER  
11770 HAYNES BRIDGE ROAD  
ALPHARETTA, GA

salons by *jc*



DIRECTORY

NOTE: MATTERS OF RECORD NOT SHOWN HEREON ARE EXCEPTED

[illegible]

UTILITY NOTE  
CERTAIN UNDERGROUND UTILITIES (W/3  
TRACT CL/3 WATER, NATURAL GAS,  
ELECTRICITY, TELEPHONE, ETC.) AND/OR  
THEIR APPL/3TANCES ARE NOT SHOWN  
HEREIN

**LEGEND**

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-01-2001 BY 60322 UCBAW

1. **DATE OF CASE**  
2. **REPORT NUMBER**  
3. **REPORT DATE**  
4. **REPORT TYPE**  
5. **REPORT STATUS**  
6. **REPORT CLASS**  
7. **REPORT CATEGORY**  
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I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Alpharetta Hank

NAME

5/14/2024

DATE

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

aulf mry  
NAME

5/14/2024  
DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Olga Arellano.  
NAME

*Arellano*

05/16/24  
DATE

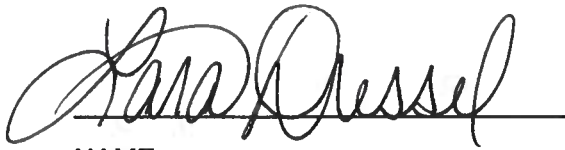
I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

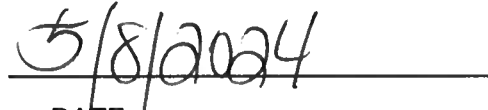
Krista Stamps-Puerta  
NAME

5/8/24  
DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

  
NAME

  
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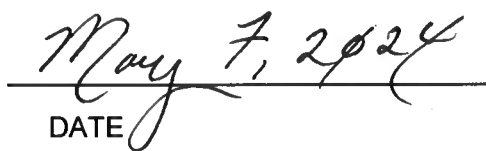
I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

John Curtis Cape 8/ May /2024  
NAME DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

  
NAME

  
DATE

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.



A stylized, cursive handwritten signature in black ink, written over a horizontal line. The signature is somewhat abstract, with large loops and flourishes.

NAME

05/08/2024

DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

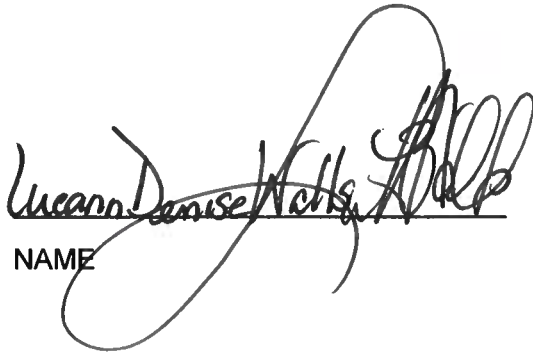
A. Pearson      5-8-24  
NAME                      DATE

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Dora Grapo 5/8/24  
NAME DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

  
NAME

  
DATE

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Maree Sraw

NAME

6/2/24

DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Elin Edwards

5/10/24

NAME

OWNER of

DATE

Fornal Expressions Lash & Hair

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Mary Stapp  
NAME

5/8/2024  
DATE



I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Keri Campbell

NAME

5/10/2024

DATE

I support the request by Salons by JC Alpharetta to ad spa services. It will benefit my business.

Calisto McMill

NAME

5/10/24

DATE



## Traditional vs. Salon Suites

Freedom is key to maintaining a constant flow of creativity. That's why we let you run your business your way--your terms, your hours, your prices. Traditional salons are simply not equipped to provide this level of freedom to their employees. Besides being your own boss, some of the benefits of owning your salon suite at Salons by JC are:

\*FULLY CUSTOMIZABLE SUITES

\*FREE WIFI & ONLINE BOOKING

\*COMPLIMENTARY CONCIERGE SERVICE

\*FREE CREDIT CARD PROCESSING SETUP

\*FULLY FURNISHED SUITES

\*MARKETING ASSISTANCE

\*SECURE 24/7 ACCESS

\*ACCESS TO BUSINESS CENTER

\*NO SCHEDULE RESTRICTIONS

\*WASHER DRYER ONSITE



Scan to view



## Now Leasing Salon Suites



Your Freedom-Your Art-Your Dream-Your Salon-Your Income Increased

Salons by JC - Alpharetta

11770 Haynes Bridge Road Alpharetta, GA 30009

**CALL TODAY FOR A CONFIDENTIAL TOUR!**

**Phone: 678.744.5844**

[salonsbyjc.com/alpharetta-alpharetta-crossing/](http://salonsbyjc.com/alpharetta-alpharetta-crossing/)

## *Your Concierge*



At Salons by JC we pride ourselves in offering premiere Concierge services at no cost to you. The Concierge is a vital piece of our success and yours. Our friendly and knowledgeable Concierge will take care of all salon logistics so you can focus on growing your business. From welcoming guests, marketing assistance, best business practices, and assisting you with any issue, our Concierge is at your service.

### *Our Concierge Supports:*

- Managing the day to day of the salon
- Maintaining a clean and welcoming environment
- Making sure each guest is greeted and addressed in a professional manner
- Updating each salon suite owner with the latest location news
- Conducting routine facility maintenance checks
- Assisting each suite owner with any specific needs pertaining to their suite
- Planning of community and in-house celebrations and events





## *Your Suite*

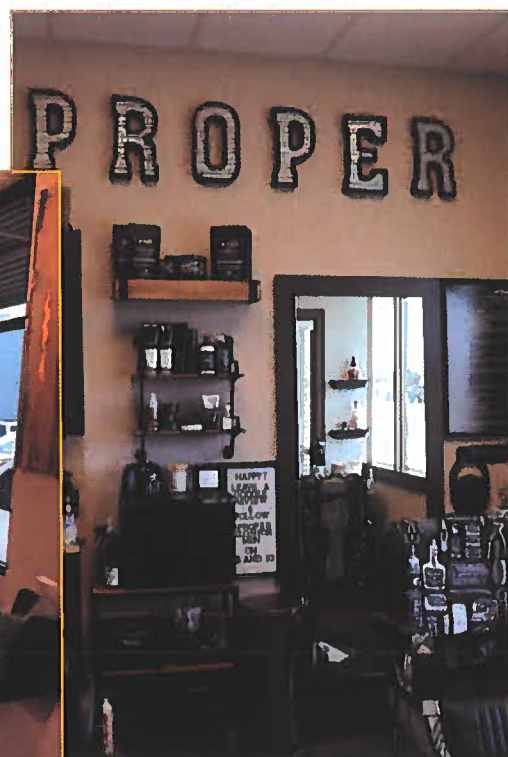


Running your own business enables you to have a constant flow of creativity. You are in charge of your business - hours, prices, style! Traditional salons are not equipped to provide you with the level of independence that our salon suite concept offers you.

## *Our fully furnished suites offer:*



- Stylist Chair
- Shampoo Chair & Sink
- Work Station
- Mirror
- Towel Cabinet
- Dryer



## *Your Vision*



Our full service salon is comprised of salon suites perfect for anyone in the beauty and wellness profession. This is the ideal layout for you to operate your own business, your way.

Each of our Salons by JC locations are unique to their community. We carefully choose markets that will ensure that your business will flourish and reach it full potential. Each of our salons will serve as backdrops to your enterprising business. You don't have to worry about the tedious aspects that come with running a business, we take care of all that for you. This allows you to fully focus on your business, your brand, and your clientele.

## *We welcome the following talent:*



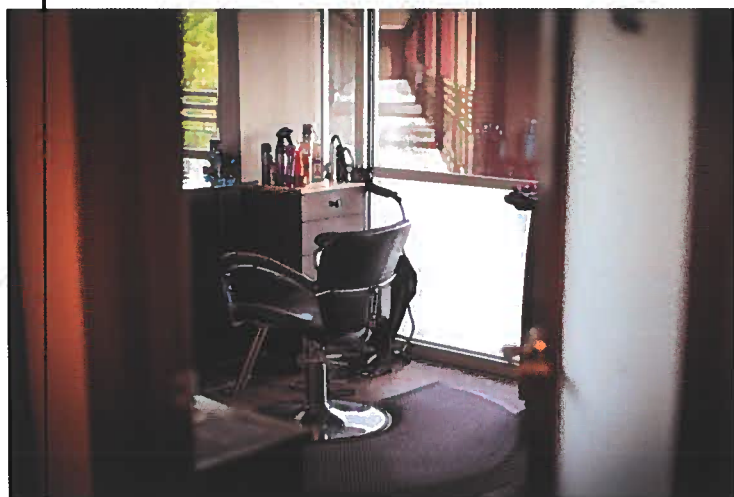
- Hair Care
- Natural Hair Care
- Nail Care
- Skin Care
- Make Up Artists
- Massage Therapy
- Permanent Cosmetics
- Waxing
- Eyelash Extensions
- Tanning
- Specialty Services and More



At Salons by JC you are on your own, but never alone. Our suites are the perfect turnkey solution for beauty and wellness professionals that are ready to make that next move in their career and create their vision of owning a small business. You have full control to customize your suite to cater to your profession and your clientele all while building a solid brand.

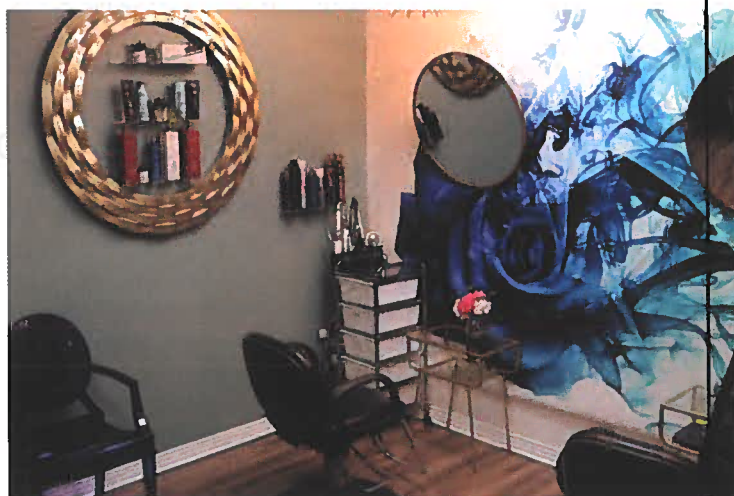


## Complete FREEDOM



- Fully Customizable Suites
- Superior Concierge Service
- Fully Furnished Suites
- Secure 24/7 Salon Access
- Business Building Assistance
- Marketing Assistance
- Onsite Washer and Dryer
- Free Salons by JC App

From setting the prices for your services, designing your space to express your talent, and having total control of your business, Salons by JC is there every step of the way. We offer suites in different sizes and prices to fit any budget and accommodate your professional needs. Our suites are designed to welcome one or more operators making it the perfect place to establish your business on your own or as a partnership.





# STAFF REPORT

Department: Council  
Submitted By: Chris Lagerbloom  
Meeting Date: August 26, 2024

## AGENDA ITEM:

### Charter Amendment: Mayor and Council Member Salary

#### FIRST READING

*Consideration of adoption of an ordinance to amend the Alpharetta City Charter; to increase the annual salary of the Mayor; to increase the annual salary of the members of the City Council; to provide for the annual adjustment of the salaries of the Mayor and members of the City Council; to include the provision of insurance, retirement, workers' compensation, and other employee benefits to the Mayor and members of the City Council; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.*

## STAFF RECOMMENDATION:

Adopt an ordinance to amend the Alpharetta City Charter; to increase the annual salary of the Mayor; to increase the annual salary of the members of the City Council; to provide for the annual adjustment of the salaries of the Mayor and members of the City Council; to include the provision of insurance, retirement, workers' compensation, and other employee benefits to the Mayor and members of the City Council; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** YES

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:** MAYOR SALARY: \$50,000  
PER YEAR (CURRENTLY \$30,000 PER YEAR)

**COUNCIL MEMBER SALARY:** \$25,000 PER YEAR  
(CURRENTLY \$15,000 PER YEAR)

### APPROPRIATIONS:

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

### EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

State law (O.C.G.A. § 36-35-3(b)) allows a municipality to, as an incident of its home rule power, amend its charter by ordinance. Further, O.C.G.A. § 36-35-4(a) provides that a municipal corporation is authorized to fix the salary, compensation, and expenses of the members of the municipal governing authority.

If approved, this ordinance would amend the City Charter to increase the Mayor's salary to \$50,000 per year and each City Council Member's salary to \$25,000 per year. In addition to this increase, this ordinance would allow for an annual increase in the Mayor and Council members salary of either 3% or match that of the increase provided to city employees, whichever is less.

Further, if approved, this would become effective on January 1, 2026.

This is the first of two readings of this Ordinance, and the second reading will occur during the September 9, 2024



City Council meeting.

**ALTERNATIVES:**

Do not adopt this ordinance and offer an amendment to the Charter language.

**ATTACHMENTS:**

1. Charter Amendment RE Council Salary



AN ORDINANCE TO AMEND THE ALPHARETTA CITY CHARTER; TO INCREASE THE ANNUAL SALARY OF THE MAYOR; TO INCREASE THE ANNUAL SALARY OF THE MEMBERS OF THE CITY COUNCIL; TO PROVIDE FOR THE ANNUAL ADJUSTMENT OF THE SALARIES OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL; TO INCLUDE THE PROVISION OF INSURANCE, RETIREMENT, WORKERS' COMPENSATION, AND OTHER EMPLOYEE BENEFITS TO THE MAYOR AND MEMBERS OF THE CITY COUNCIL; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

**WHEREAS**, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, entitled *Home Rule for Municipalities*, allows the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with The Municipal Home Rule Act of 1965, O.C.G.A. § 36-35-1, *et seq.*; and

**WHEREAS**, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have legislative 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**, O.C.G.A. § 36-35-3(b) provides that a municipal corporation may, as an incident of its home rule power, amend its charter by ordinance, except where prohibited pursuant to O.C.G.A. § 36-35-6; and

**WHEREAS**, O.C.G.A. § 36-35-4(a) provides that a municipal corporation is authorized to fix the salary, compensation, and expenses of the members of the municipal governing authority; and

**WHEREAS**, the Council desires to amend the Charter of the City of Alpharetta ("City") to establish a salary of \$50,000.00 per annum for the Mayor; and

**WHEREAS**, the Council desires to amend the Charter of the City to establish a salary of \$25,000.00 per annum for members of the City Council; and

**WHEREAS**, the Council desires to amend the Charter of the City by providing for the annual increase in the salaries of the Mayor and the members of the City Council by the lesser of three per cent (3%) or in accordance with the increase in pay provided to City employees; and



**WHEREAS**, the Council desires to amend the Charter of the City to include the provision of insurance, retirement, workers' compensation, and other employee benefits to the Mayor and members of the City Council; and

**WHEREAS**, the modifications provided for in this Ordinance may be lawfully completed by home rule and in accordance with O.C.G.A. § 36-35-4; and

**WHEREAS**, O.C.G.A. § 36-35-3(b)(1) provides that, in order to amend its charter, a municipal corporation must duly adopt an ordinance at two regular consecutive meetings of the municipal governing authority, not less than seven (7) nor more than sixty (60) days apart; and

**WHEREAS**, additionally, O.C.G.A. § 36-35-3(b)(1) provides that a notice, containing a synopsis of the proposed amendment and stating that a copy of the proposed amendment is on file in the office of the City Clerk and in the Office of the Clerk of the Superior Court of Fulton County for the purpose of examination and inspection by the public, shall be published in the official organ of the county of the legal situs of the municipal corporation or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

**WHEREAS**, O.C.G.A. § 36-35-4(a)(3) provides that in order to increase the compensation of the Mayor and members of the City Council, such action shall not be taken until notice of intent to take the action has been published in a newspaper of general circulation designated as the legal organ in the county and in the municipal corporation at least once a week for three consecutive weeks immediately preceding the week during which the action is taken; and

**WHEREAS**, in accordance with O.C.G.A. §§ 36-35-3(b)(1) and 36-35-4 (a)(3), a legal ad identifying this charter revision proposing to increase the compensation of the members of the governing authority was published in the City's legal organ, the Alpharetta-Roswell Herald, as well as Fulton County's legal organ, the South Fulton Neighbor, for the weeks beginning August 12, August 19, August 26, and September 2, 2024; and

**WHEREAS**, those requirements applicable to amendments to the charter of a municipal corporation by an ordinance duly adopted by the municipality's governing authority as set forth in O.C.G.A. § 36-35-3 have been met and satisfied, and, specifically, notice of the consideration of this Ordinance has been advertised and this Ordinance has been duly adopted by the governing authority at two regularly consecutive meetings in compliance with O.C.G.A. § 36-35-3; and

WHEREAS, those requirements applicable to action increasing the salary and compensation of the members of the municipal governing authority as set forth in O.C.G.A. § 36-35-4 have been met and satisfied; and

WHEREAS, a majority of the Council deems it to be in the best interests of the citizens of the City of Alpharetta that the Alpharetta Charter be further amended.

NOW THEREFORE, the Council of the City of Alpharetta hereby ordains and resolves that the Charter of the City of Alpharetta shall be amended as follows:

**Section 1:** Section 2.13 of the Alpharetta Charter is hereby amended by deleting Section 2.13 in its entirety and substituting a new Section 2.13 as follows:

**Sec. 2.13. Compensation and expenses.**

Effective January 1, 2026, the mayor and councilmembers shall receive compensation- a salary for their services in the following amounts:

- (1) Mayor: \$30,000.0050,000.00 per annum, payable monthly; and
- (2) Council[member]: \$15,000.0025,000.00 per annum, payable monthly.

Effective July 1, 2027, and every July 1 thereafter, the annual salary of the mayor and councilmembers shall be automatically increased by 3% or by the average percentage increase in pay provided to city employees during the then applicable fiscal year, whichever is less. There shall be no more than one salary adjustment for the mayor and councilmembers in any 12-month period.

The mayor and councilmembers shall be reimbursed for their actual and necessary expenses incurred in the performance of their official duties. In addition, the city council may provide for the provision of insurance, retirement, workers' compensation, and other employee benefits to the mayor and members of the city council.

**Section 2: Severability.** If any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and thus, the provisions of this Ordinance are declared severable.

**Section 3: Repealer.** Any other Ordinance, Resolution, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Ordinance is hereby repealed.



**Section 4: Effective Date.** This Ordinance shall become effective on January 1, 2026 as required by O.C.G.A. § 36-35-4(a)(1), provided all required documents have been filed with the Secretary of State and in the Office of the Clerk of Superior Court of Fulton County as required by O.C.G.A. § 36-35-5.

**Section 5: Adoption at Two Consecutive Meetings.** This Ordinance was adopted at two (2) regular consecutive meetings of the Council of the City of Alpharetta held on the 26<sup>th</sup> day of August, 2024, and the 9<sup>th</sup> day of September, 2024, as required by O.C.G.A. § 36-35-3.

SO ORDAINED, this 9<sup>th</sup> 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:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
Molly Esswein, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_





# STAFF REPORT

Department: Public Works

Submitted By:

Meeting Date: August 26, 2024

## AGENDA ITEM:

### Request For Qualifications 24-1003: Comprehensive Energy Conservation Program

*Consideration to award RFQ 24-1003 to McKinstry Inc. for Comprehensive Energy Conservation services and Facility Assessment services in an amount totaling \$189,647 and authorize the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Award RFQ 24-1003 to McKinstry Inc. for Comprehensive Energy Conservation services and Facility Assessment services in an amount totaling \$189,647 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:** \$189,647. RESIDUAL APPROPRIATIONS (\$110,353) WILL BE REALLOCATED TO NON-ALLOCATED/RESERVE FOR FUTURE APPROPRIATION BY THE CITY COUNCIL.

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                                                                                      | <u>DOLLAR AMOUNT</u> |
|------------------------------------------------------------------------------------------------------------------|----------------------|
| Facility Assessment (30141100-541300-C2511)                                                                      | \$189,647            |
| Facility Assessment (30141100-541300-C2511) - Reallocation of residual appropriations to Non-Allocated/Reserve.  | -\$110,353           |
| Non-Allocated/Reserve (30190200-579000) - Reallocation of residual appropriations from Facility Assessment scope | \$110,353            |

### EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
| -                           | \$0.00               |
| -                           | \$0.00               |
| -                           | \$0.00               |

## ITEM DESCRIPTION:

This agenda item is for consideration to award RFQ 24-1003 for Comprehensive Energy Conservation Program services including a Facility Assessment.

The procurement method selected is a Request for Qualifications (RFQ).

The recommended vendor is McKinstry, Inc.

### Energy Conservation and Facility Assessment Services (collectively "Investment Grade Audit") Overview

This agenda item is for consideration to award RFQ 24-1003 for Comprehensive Energy Conservation Program services and Facility Assessment services in furtherance of our 2025 Annual Action Plan (Infrastructure and Facilities Maintenance). Specifically, this contract approval is step #1 (“Investment Grade Audit”) of a potential multistep process (the Guaranteed Energy Savings Performance Contract or “GESPC” – discussed in the following section) to conduct comprehensive facility assessments that will provide a roadmap for:

- A. Improving energy efficiency within our facilities by providing a comprehensive assessment of facility building components along with recommendations for energy-efficient building upgrades (“Facility Improvement Measures” or “FIM”) that, potentially, will pay for themselves over their useful life through reduced energy and maintenance costs. The FIMs typically include lighting fixtures (energy usage and bulb replacement – including parks athletic field lighting), bathroom fixtures (water usage), etc. The approval requested herein is for step # 1 and is an assessment only with the deliverable being an actionable inventory of energy-efficiency improvement recommendations for our facilities. This data will be included in the facility assessment tool discussed in “B” below.
- B. Creating a comprehensive Facility Assessment (this “condition” assessment is also known as a capital needs assessment or a maintenance study) of all City facilities and their building systems including mechanical, electrical, plumbing, roof, wall structure, foundation, windows, doors, flooring, cabinetry, etc.

The Facility Assessment will include:

- a. Description of the building system.
- b. Determination of the estimated remaining life of each building system and establish an overall score for the entire building.
- c. Identify major building and maintenance needs.
- d. Identify and document specific needs and provide recommended methods for repairing/replacing and the associated costs.
- e. Provide energy policies regarding materials, equipment, settings, etc. for new buildings, renovations, upgrades, etc. to ensure optimum energy efficiency of facilities.

The Facility Assessment will be provided to the City in an electronic format (Reveal software) that allows the City to visualize the condition assessment data through dashboards, sort the condition assessment funding needs based on various criteria (such as overall building score, year of replacement need, etc.), and update the condition assessment data as facility replacement/improvements are made. FIM data will be incorporated herein as well.

McKinstry will conduct the Investment Grade Audit of our roughly 60 facilities (625k sq ft, including parking decks) with a focus on the above scope. This Audit will, in addition to the deliverables discussed, determine whether there are sufficient energy savings opportunities available to go to Step 2 (GESPC).

- If there are not sufficient energy savings opportunities to proceed with a GESPC, then the City would pay the Investment Grade Audit Fee of \$189,647 to cover the costs of the assessment and deliverables and would not proceed to Step 2. The City would own the assessment and deliverables as well as access to the Facility Assessment software.
- If there are sufficient energy savings opportunities, then the City could (at its discretion) proceed to Step 2 and enter into a GESPC. The costs of the Investment Grade Audit from Step 1 would roll into the GESPC and become part of the energy savings cost guarantee (discussed below). This would be part of a future approval request brought before the City Council.
- Lastly, even if there are sufficient energy savings opportunities, the City can still decline proceeding forward to Step 2 and simply pay the Investment Grade Audit Fee of \$189,647 to cover the costs of the assessment and deliverables. The City would own the assessment and deliverables as well as access to the Facility Assessment software.

#### **Guaranteed Energy Savings Performance Contract (“GESPC”) – Potential Future Approval (Step 2)**



A GESPC is a contract between a public entity (City) and a qualified energy service provider (ESP - McKinstry) to finance energy-saving projects for public buildings. The contract guarantees that the energy savings will be at least equal to the total annual contract payments, including financing charges, over the life of the contract. GESPCs are a flexible funding option that allows public entities to avoid capital costs and use energy savings to pay for improvements and maintenance needs.

GESPCs are unique because they don't require a large up-front investment. The ESP develops an Investment Grade Audit (Step 1) that's combined into the final contract, which also outlines payment terms, termination provisions, and other standard contractual requirements. The ESP is then responsible for evaluating, recommending, and implementing energy conservation measures, such as designing and installing equipment, and possibly operating and maintaining them. The ESP and the public entity must report on energy consumption and cost savings at least annually.

The GESPC is a specific process authorized under State law. The State (Georgia Environmental Finance Authority) maintains a list of qualified ESPs, of which McKinstry is one of the authorized providers.

As previously detailed, Step 1 is the Investment Grade Audit and the approval step requested herein.

### **Procurement Method Used**

Request for Qualifications (RFQ): Purpose is to evaluate firms based on their capabilities, experience, and qualifications. The focus is multi-layered, but ultimately aims to select the best firm to fulfill a specific need, considering both qualifications and cost.

### **Procurement Process**

The Department of Public Works, with guidance from the Finance Department, prepared RFQ 24-1003 which was issued on April 11, 2024.

RFQ 24-1003 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and was submitted to the qualified ESPs maintained by the State of Georgia.

RFQ 24-1003 responses were received on May 9, 2024, and included submissions from 2 firms. The low submission # is understandable given the limited # of qualified ESPs authorized to conduct GESPC projects (currently 13 authorized ESPs).

### **Procurement Evaluation**

An Evaluation Committee from members of the Public Works and Finance Departments evaluated submissions based on the following criteria (max of 100 points):

#### **Phase 1 Evaluation Criteria**

- Executive Summary (10 points)
- Firm Qualifications (20 points)
- Personnel Qualifications (20 points)
- Program and Project Methodology (25 points)
- Experience (22 points)
- Local Vendor Preference (3 points)

Evaluation Committee members independently evaluated and ranked the RFQ submissions for all criteria above, which resulted in the following rankings:

#### **Phase 1 Evaluation Rankings (max of 100 points)**

- Siemens Industry, Inc. (86.63 points)
- McKinstry Inc. (83.80 points)

Both firms were then invited to participate in an Interview with the Evaluation Committee (Phase 2).

#### **Phase 2 (Interview Phase) Evaluation Rankings (max of 100 points)**

- McKinstry Inc. (93.33 points)

- Siemens Industry, Inc. (83.33 points)

#### Combined Evaluation Rankings (max of 200 points)

- McKinstry Inc. (177.13 points)
- Siemens Industry, Inc. (169.97 points)

#### **Procurement Cost**

The negotiated cost proposal for the Investment Grade Audit phase with McKinstry is \$189,647. This can be further segmented by the two scope components as follows:

- Facility Improvement Measures (FIM): \$87,631.
- Facility Assessment: \$102,016.

One goal of this assessment to identify sufficient energy savings opportunities to proceed to the GESPC phase and fully cover the Audit costs through reductions in energy usage and maintenance costs.

It should be noted that due to the highly customized nature of the Investment Grade Audit, costs are negotiated after a qualified ESP is identified through a public RFQ/RFP process as was conducted herein. The Audit cost was identified at the conclusion of multiple meetings between staff and McKinstry, including the provision of Alpharetta facility data (60 facilities, 625k sq ft, maintenance records, etc.).

As part of the cost negotiation, staff verified pricing through other vendors which indicated general pricing of 20-25 cents per sq ft for the facility assessment portion of the scope. Specifically, this equates to roughly \$125K to \$155K for just the facility assessment portion. The FIM is anticipated to be a similar cost magnitude. Merging the two scope components enables the City to save money as a material portion of the work involved overlaps.

The FY 2025 Budget includes \$300,000 for conducting a Facility Assessment. The excess above which is necessary to cover the Audit will be re-appropriated to non-allocated capital.

#### **Procurement Award Recommendation**

The Evaluation Committee recommends award of RFP 24-1003 to McKinstry Inc. as the high-ranking firm.

McKinstry has over 60-years of experience, including over 600 projects, and has completed multiple GESPC in the State of GA. They focused their presentation on City needs and modified their approach to focus on Alpharetta's priorities. Multiple references are provided for similar work scopes including Johnson County GA, City of Denver CO, Hillsborough County Public Schools, etc.

#### **ALTERNATIVES:**

Do not award and procure through alternative means.

#### **ATTACHMENTS:**

1. Scoring Summary (RFQ 24-1003)
2. 24-1003 McKinstry Agreement&Addendum
3. McKinstry Proposal (RFQ 24-1003)





## 24-1003 - Comprehensive Energy Conservation Program Scoring Summary

|                        | Total     | A-3 - Alpharetta<br>Local Vendor<br>Preference | B - SOQ  | E - Presentations/<br>Interviews |
|------------------------|-----------|------------------------------------------------|----------|----------------------------------|
| Supplier               | / 200 pts | / 3 pts                                        | / 97 pts | / 100 pts                        |
| McKinstry              | 177.13    | 0                                              | 83.8     | 93.33                            |
| Siemens Industry, Inc. | 169.97    | 3                                              | 83.63    | 83.33                            |

## **INVESTMENT GRADE AUDIT AGREEMENT**

THIS INVESTMENT GRADE AUDIT AGREEMENT (“Contract”) is made and entered into effective as of \_\_\_\_\_ by and between McKinstry Viridis, LLC, a Washington limited liability company (“McKinstry”), and City of Alpharetta, a Georgia Municipal Corporation (“Customer”).

### **RECITALS**

McKinstry is a full-service design, build, operate, and maintain firm that provides Customers with consulting, design, construction, energy, and facilities services to help them realize operational excellence and energy efficiency in the built environment; and

Customer desires to receive professional services that specifically relate to investment grade audit services to determine the feasibility of, among other things, entering into an energy performance contract including savings measures; and

If such measures are determined to be feasible, Customer and McKinstry may negotiate an energy performance contract under which McKinstry will design, procure, install, implement, maintain and/or monitor such measures;

If Customer is a public entity, this Contract is procured pursuant to the following procurement statute or other authority: O.C.G.A. 50-37-1 through 50-37-8, McKinstry enters into this Contract in reliance on Customer’s representations concerning the appropriateness and validity of the procurement mechanism(s) under which this contract is procured, and Customer as a fiduciary acknowledges such reliance by McKinstry; and

Customer desires to engage McKinstry to provide such professional services in accordance with the terms and conditions set forth in this Contract.

### **AGREEMENT**

In consideration of the mutual agreements, covenants, and conditions herein contained, Customer and McKinstry agree as follows:

#### **1. Performance of Work**

McKinstry shall perform the scope of work (“Work”) described in Exhibit A. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

#### **2. Compensation**

For performance of the Work, and subject to the provisions of this Contract, Customer shall pay McKinstry the contract price including its respective components (“Price”) described in Exhibit C.

#### **3. Compliance with Law**

Customer and McKinstry shall comply with all statutory and regulatory requirements applicable to the Work. McKinstry shall obtain and maintain all licenses and permits pertaining to activities engaged in by McKinstry, including without limitation licenses and permits required to perform the Work except to the extent actually obtained and maintained by Customer.

#### **4. Independent Contractor**

McKinstry is an independent contractor and is not an agent of Customer. Customer shall in no way be liable as an employer to or on account of any of the employees of McKinstry.

#### **5. McKinstry’s Employees**

McKinstry shall comply with all statutory and regulatory requirements related to McKinstry’s employees, including but not limited to wage rates, hours of labor, and employee labor protections.



## **6. Insurance**

McKinstry shall maintain insurance coverage in the following minimum amounts:

| Type of Insurance      | Coverage                                                    |
|------------------------|-------------------------------------------------------------|
| General Liability      | \$4,000,000 General Aggregate / \$2,000,000 Each Occurrence |
| Professional Liability | \$5,000,000 Policy Aggregate / \$5,000,000 Each Claim       |
| Automobile Liability   | \$1,000,000 Combined Single Limit                           |
| Workers Compensation   | Statutory                                                   |

Upon written request from Customer, McKinstry shall provide a certificate of insurance to Customer.

## **7. Bonds**

McKinstry shall, at Customer's expense, obtain and maintain performance and/or payment bonds, or other bonds, if directed by Customer.

## **8. Safety**

McKinstry shall ensure the safety of people and property by employing a standard of care that is at least equivalent to the standard of care ordinarily used by members of the trade or profession under similar conditions in the same locality as the Project, or as required under this Contract, or as required by law, whichever standard of care is greater.

## **9. Subcontractors**

McKinstry may hire subcontractors to perform any portion of the Work under this Contract. McKinstry is entirely and ultimately responsible for compliance with the provisions of this Contract and for any part of Work that is performed by a subcontractor.

## **10. Borrowed Equipment**

If requested by McKinstry and if permitted by Customer's representative, McKinstry may use Customer's equipment in performing the Work. McKinstry, assumes full and complete responsibility for the use of the equipment, will ensure that only a competent operator will be permitted to use the equipment and only after fully inspecting the equipment, shall not modify the equipment, shall be solely responsible for all claims, demands, lawsuits, losses, expenses and/or liabilities that arise from its use of the equipment to the extent of McKinstry's negligence, and agrees that Customer makes no representation or warranty regarding the condition or suitability of equipment for any intended use.

## **11. Payments**

Unless different payment terms are specified in this Contract, Customer shall pay McKinstry for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within fifteen (15) days of receiving an invoice. McKinstry will be entitled to interest at the rate allowed by law on all sums overdue and unpaid from the date due.

## **12. Warranties**

McKinstry warrants that it shall perform its services consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar locality under the same or similar circumstances. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

## **13. Intellectual Property**

Plans, designs, specifications, drawings, materials, exhibits, reports, memoranda, studies, software code, electronic data, and other intellectual information and materials provided by McKinstry to Customer (collectively the "Intellectual Property") as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. If this Contract is performed to completion, then McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of this Contract. The Intellectual Property shall not be used on other projects or for

completion of the Work by others, unless the McKinstry is adjudged to be in material breach of this Contract, in which case Customer shall hold McKinstry harmless from any and all errors or omissions in the Work.

#### **14. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR SIMILAR, DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, UNDER ANY THEORY, IS LIMITED TO THE CONTRACT PRICE.

#### **15. Indemnification**

To the fullest extent permitted by law, McKinstry shall indemnify and hold harmless Customer, Customer's consultants, and agents and employees of any of them from and against third party claims, damages, losses and expenses, including but not limited to attorneys' fees, directly related to McKinstry's performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of McKinstry or anyone directly or indirectly employed by McKinstry or anyone for whose acts McKinstry may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section.

#### **16. Claims**

McKinstry may request payment for an amount McKinstry believes is due to it, or for additional time to perform under this Contract ("Claim") pursuant to the following procedure. Within thirty (30) days after the occurrence giving rise to the Claim, McKinstry shall provide Customer with a written statement of claim ("Statement of Claim") which shall describe with particularity the occurrence giving rise to the Claim, the reasons why the Claim should be accepted, and McKinstry's requested resolution. Customer shall determine whether to accept or reject the Claim.

#### **17. Changes**

The Scope of Work, Price, and time for performance may be changed pursuant to a written change order executed by an authorized McKinstry signer and Customer signer ("Change Order"). A Change Order is valid only to the extent that it changes the Scope of Work, Price, and/or duration of the Work. Any invalid portions of a Change Order shall be disregarded.

#### **18. Termination**

**Termination for Cause.** If McKinstry fails to perform under this Contract, Customer may notify McKinstry in writing of Customer's intent to terminate this Agreement along with a description of the alleged performance failure. If such failure is not corrected by McKinstry within fifteen (15) days after receipt of such notice, Customer may terminate this Contract, and McKinstry shall be entitled to receive payment for all amounts earned prior to termination. If it is determined for any reason that termination was improper, the termination shall be treated as a termination for convenience.

**Termination for Convenience.** Customer may terminate this Contract in whole or in part for any reason by providing written notice of termination to McKinstry and specifying the date on when the termination becomes effective. Upon receipt of such notice, McKinstry shall incur no further obligations in connection with the terminated work and will stop work to the extent specified. McKinstry shall also terminate outstanding orders and subcontracts as they relate to the terminated work. McKinstry shall settle liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work, and Customer shall pay McKinstry for such expenses, demobilization costs incurred by McKinstry due to the termination, and lost profits on terminated work. Such amounts shall be paid by Customer to McKinstry within fifteen (15) days of McKinstry's delivery to Customer of a request for payment. In addition, McKinstry may terminate this Contract in whole or in part for any reason by providing written notice of termination to Customer and specifying when termination becomes effective. In such case, McKinstry shall refund to Customer all amounts prepaid by Customer and unearned by McKinstry as of the date of termination, and Customer shall have no payment obligation to McKinstry for unperformed Work.

## **19. Disputes**

The Parties agree that the following process will be used to resolve any dispute between them. All dispute resolution shall be conducted in good faith, shall be confidential, shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall be inadmissible in any litigation, or other judicial proceeding. First, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation and the Parties have not mutually agreed to extend the negotiation period, then the Parties shall pursue mediation. In mediation, the Parties shall mutually select a mediator, the cost of the mediator and other administrative costs shall be shared equally by the Parties, and each Party shall be responsible for its own costs and expenses. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, and the Parties have not mutually agreed to extend the mediation period, then either Party may pursue arbitration. In arbitration, the Parties shall mutually select an arbitrator, and the non-prevailing Party shall reimburse the prevailing Party for all of its reasonable attorneys' fees, costs, and expenses related to the arbitration.

## **20. Notices**

All notices to McKinstry shall be written, shall be sent via certified or registered mail or personally delivered, shall consist of one copy to McKinstry's General Counsel at McKinstry headquarters, and one copy to the primary McKinstry contact for the Work, and shall be deemed delivered when received.

## **21. Non-Solicitation of Employees**

Customer shall not, so long as McKinstry is engaged by Customer and for twelve (12) months after such engagement ends, directly or indirectly solicit or recruit any employee of McKinstry to leave his or her employment with McKinstry. This provision does not apply if the McKinstry employee approaches Customer of his or her own accord.

## **22. Choice of Law, Venue**

The validity, interpretation, and performance of this Contract shall be governed exclusively in accordance with and by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

## **23. Flow Down**

No provisions of, or obligations or duties of Customer under, any other agreement to which Customer is a party will flow down to McKinstry unless explicitly provided for in this Contract.

## **24. Force Majeure**

Neither McKinstry nor Customer shall be considered in breach of this Contract to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

## **25. Assignment**

McKinstry may not assign or transfer its rights and/or obligations under this Contract without the prior written consent of Customer which shall not be unreasonably withheld. Notwithstanding the foregoing, assignment or novation of this Contract to a parent, subsidiary, or affiliate, sister entity, or special purpose entity, may be made at McKinstry's sole discretion following written notice to Customer.

## **26. No Waiver**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

## **27. No Third Party Beneficiaries**

There are no third party beneficiaries under this Contract or any portion thereof.



## **28. Severability, Survival**

If any portion of this Contract shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the Contract shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

## **29. Waiver of Subrogation**

The Parties waive all rights against each other and their directors, officers, agents, and employees, and other contractors, for damages or losses to the extent covered by insurance.

## **30. Amendment**

This Contract may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

## **31. Headings**

The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of the provisions of this Contract.

## **32. Contract Documents**

By this reference, the following exhibits are attached hereto and made a part of this Contract:

Exhibit A: Scope of Work

Exhibit B: Customer Expectations

Exhibit C: Price

Contract Addendum

## **33. Complete Agreement**

This Contract, including the exhibits attached hereto, is a fully integrated agreement, and contains the entire understanding between McKinstry and Customer with respect to the subject matter hereof. Any legal terms and conditions appearing elsewhere in this Contract shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this Contract.

(Signatures on following page)

Contract Name: Comprehensive Energy Conservation Program  
Contract #: 24-1003

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

**MCKINSTRY**

**CITY OF ALPHARETTA**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Jim Gilvin  
Title: Mayor  
Date Signed: \_\_\_\_\_

Approved as to substance:

By: \_\_\_\_\_  
Printed Name: Chris Lagerbloom  
Title: City Administrator  
Date Signed: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Printed Name: Molly Esswein  
Title: City Attorney  
Date Signed: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

The scope of work includes the services described in this exhibit. As applicable, the investment grade audit shall be performed as described below, to the extent consistent with applicable laws and regulations:

- 1.1. Through on-site evaluations, meetings with key stakeholders, and detailed engineering efforts, McKinstry shall develop a preliminary analysis of potential Facility Improvement Measures (FIMs) for Customer.
  - 1.1.1. Identify FIMs, which appear in the judgment of McKinstry to be likely to provide strategic benefit to the Customer and are commensurate with the associated fee in Exhibit C and therefore warrant detailed analysis.
  - 1.1.2. For each FIM, prepare a preliminary estimate of energy cost savings including description of analysis methodology, supporting calculations and assumptions used to estimate savings. Operational cost savings will be calculated where applicable.
  - 1.1.3. Throughout the Investment Grade Audit, the team may find items that could be efficiently and effectively replaced by the owner and their staff. McKinstry staff will notify the owner should they come across any of these items which may provide helpful. Historically, items such as broken door sweeps, run on flush valves, and some behaviors could yield real immediate cost reductions.
- 1.2. McKinstry shall establish allowable cost and savings factors with Customer:
  - 1.2.1. Savings estimates may include:
    - a. Energy and water savings
    - b. Customer material/commodity savings, including scheduled replacement of parts
    - c. Outside labor cost savings, including maintenance contracts
    - d. Customer in-house labor costs
    - e. Customer deferred maintenance cost
    - f. Offset of future customer capital cost
    - g. Information technology and telecom savings
    - h. Other savings the Customer and McKinstry jointly deem reasonable
- 1.3. McKinstry shall prepare a preliminary rough order of magnitude presentation:
  - 1.3.1. McKinstry shall review selected FIMs with Customer near or at the 30% completion stage of FIM development. The purpose of this review is to ensure alignment with Customer goals and identify any necessary changes to the FIMs prior to proceeding with development. This review will include a rough order of magnitude assessment of energy use, savings potential, retrofit opportunities, and potential for developing an energy performance contract. At the conclusion of the review, Customer will work mutually with McKinstry to select FIMs for further analysis.
- 1.4. McKinstry shall meet with Customer to:
  - 1.4.1. Review the FIM options proposed and assemble a package of options which are compatible with Customer's investment and infrastructure improvement goals.
  - 1.4.2. Review the proposed project cost and list of services to be provided to determine which additional services Customer may want McKinstry to provide.
- 1.5. Upon completion of FIM development, McKinstry shall prepare a report to include the above referenced items.
- 1.6. McKinstry shall prepare a facility assessment for all Customer facilities, including:
  - 1.6.1. Review of available documents to familiarize with the facilities
  - 1.6.2. Walk-through survey of the following assets
    - a. Mechanical
    - b. Electrical
    - c. Plumbing
    - d. Roof
    - e. Wall structure



Contract Name: Comprehensive Energy Conservation Program  
Contract #: 24-1003

- f. Foundation
  - g. Windows
  - h. Doors
  - i. Flooring
  - j. Cabinetry
- 1.6.3. Collecting the following information:
- a. Description of the building system;
  - b. Determination of the estimated remaining life of each building system, and establish an overall score for the entire building;
  - c. Identify major building and maintenance deficiencies (backlog maintenance); and
  - d. Identify and document specific deficiencies and provide recommended methods for repairing/replacing and the associated costs.
- 1.6.4. Input all relevant data into Reveal software tool; Data is owned by Customer and is transportable to any compatible format or application.

Future scopes of work may be added to this Contract by execution of one or more work orders or change orders between McKinstry and Customer.

## **EXHIBIT B**

### **CUSTOMER EXPECTATIONS**

- 2.1 McKinstry shall collect data and background information from Customer:
- 2.1.1 Customer shall use its best efforts to assist McKinstry in performing the investment grade audit.
  - 2.1.2 Customer agrees to work diligently to provide McKinstry full and accurate information regarding the facilities that are the subject of the investment grade audit, and acknowledges that McKinstry will rely on the accuracy of such information.
  - 2.1.3 Customer will provide McKinstry with information concerning facility operation and energy use for the most recent three years from the effective date of this Contract as follows:
    - a. Building area (square footage)
    - b. Construction date of buildings and major additions
    - c. Utility company invoices, and if available, electronic access to utility usage information
    - d. Facility Occupancy and usage information
    - e. Description of all energy-consuming or energy-saving equipment used on the premises, as available
    - f. Description of current energy management procedures
    - g. Description of any energy-related improvements made or currently being implemented
    - h. Description of any changes in structure of the facility or energy-using or water-using equipment
    - i. Description of future plans regarding building modifications or equipment modifications and replacements
    - j. Drawings, as available (may include mechanical, plumbing, electrical, buildings automation and temperature controls, structural, architectural, modifications, and remodels)
    - k. Original construction Submittals and factory data (specifications, pump curves, etc.), as available
    - l. Operating engineer logs, maintenance work orders, etc. as available
    - m. Remote access to building automation systems if available, local access otherwise.
    - n. Records of maintenance expenditures on energy-using equipment, including service contracts
    - o. Prior energy audits or studies, if any

**EXHIBIT C**

**PRICE**

To the extent consistent with applicable laws and regulations:

The maximum fee for the investment grade audit shall be \$189,647. McKinstry will perform the investment grade audit at no upfront cost to Customer.

If Customer accepts the investment grade audit and enters into an energy project with McKinstry, Customer shall have no up-front payment obligations under this Contract, but acknowledges that the fee for the investment grade audit shall become part of the compensation owed to McKinstry under the energy performance contract.

If the investment grade audit yields actionable measures that demonstrate an energy project would result in operational improvements for Customer but Customer fails or refuses to enter into an energy project with McKinstry within thirty business days after completion of the investment grade audit, Customer shall pay McKinstry the fee listed above within 30 days of completion of the investment grade audit, and this Contract will terminate without any further liability of either party.

If, during the investment grade audit, Customer terminates this Contract, Customer shall pay McKinstry for work performed prior to such termination, calculated as a prorated portion of the fee listed above, within 30 days of completion of the investment grade audit, and this Contract will terminate without any further liability of either party.



**AGREEMENT BETWEEN  
MCKINSTRY VIRIDIS, LLC AND  
CITY OF ALPHARETTA, GEORGIA**

**Contract Addendum**

This Contract Addendum supplements that certain Investment Grade Audit Agreement (collectively, the “Agreement”) between **MCKINSTRY VIRIDIS, LLC**, a foreign limited liability company (“McKinstry”), and **CITY OF ALPHARETTA** a Georgia municipal corporation (“Customer”) of even date herewith, to add the following provisions thereto:

**1. Conflicting Provisions.**

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

**2. Nondiscrimination.**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, McKinstry agrees that, during performance of this Agreement, McKinstry, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, McKinstry agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

**3. Confidentiality.**

McKinstry acknowledges that Customer’s disclosure of documentation is governed by Georgia’s Open Records Act. McKinstry further acknowledges that if McKinstry submits records containing trade secret information, and if McKinstry wishes to keep such records confidential, McKinstry must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**4. Termination.**

- a. For Convenience. Customer may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date.
- b. For Cause. McKinstry shall have no right to terminate this Agreement prior to completion of the services, except in the event of Customer’s breach of the

licensing terms as set forth in the Agreement or Customer's failure to pay McKinstry within thirty (30) calendar days of McKinstry providing Customer with notice of a delinquent payment and an opportunity to cure. In the event of McKinstry's breach or default under this Agreement, Customer may terminate this Agreement for cause. Customer shall give McKinstry at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If McKinstry fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of Customer, then Customer may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge McKinstry for the costs of curing the default against any sums due or which become due to McKinstry under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to Customer for such default.

- c. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of Customer.
- d. Payment Upon Termination. Upon termination, Customer shall provide for payment to McKinstry for services rendered prior to the termination date.
- e. Conversion to Termination for Convenience. If Customer terminates this Agreement for cause and it is later determined that Customer did not have grounds to do so, the termination will be converted to and treated as a termination for convenience as provided above.
- f. Requirements Upon Termination. Upon termination, McKinstry shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the Customer directs otherwise; and (2) promptly deliver to Customer all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by McKinstry in performing this Agreement, whether completed or in process, in the form specified by Customer.
- g. Reservation of Rights and Remedies. The rights and remedies of Customer and McKinstry provided in this Article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity.

## 5. **Sovereign Immunity.**

Nothing contained in the Agreement shall be construed to be a waiver of Customer's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this

Agreement on behalf of the Customer. Any provision of the Agreement requiring the Customer to indemnify McKinstry is only valid to the extent allowed by Georgia law.

**6. Governing Law.**

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Customer as municipality of Georgia and as a party to this Agreement.

**7. Force Majeure.**

Neither Customer nor McKinstry shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of McKinstry; (vi) delay or failure to act by any governmental or military body; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**8. Material Condition.**

Each term of this Agreement is material, and McKinstry's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to Customer at law or in equity.

**9. Assignment of Agreement; Subcontractors.**

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

**10. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.**

Pursuant to O.C.G.A. § 13-10-91, Customer shall not enter into a contract for the physical performance of services unless McKinstry shall provide evidence on the forms attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and



its subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period. McKinstry hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A," and submitted such affidavit to Customer. Further, McKinstry hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event McKinstry employs or contracts with any subcontractor(s) to perform services for Customer, McKinstry agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit "B," which subcontractor affidavit shall become part of the contractor/subcontractor agreement. McKinstry agrees that the employee-number category designated below is applicable to it:

|              |                          |
|--------------|--------------------------|
| <u>  X  </u> | 500 or more employees    |
| <u>     </u> | 100 or more employees    |
| <u>     </u> | Fewer than 100 employees |

McKinstry hereby agrees that in the event McKinstry employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, McKinstry will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor. If McKinstry does not employ or contract with any subcontractor(s) to perform services for Customer, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

(Signatures on following page)

Contract Name: Comprehensive Energy Conservation Program  
Contract #: 24-1003, Addendum

**IN WITNESS WHEREOF**, Customer and McKinstry have executed this Agreement, including this Contract Addendum, effective as of this \_\_\_\_\_.

**McKinstry Viridis, LLC**

By: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title (printed): \_\_\_\_\_

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_  
Jim Gilvin, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Lagerbloom, City Administrator

Approved as to form

By: \_\_\_\_\_  
Molly Esswein, City Attorney

**EXHIBIT A**

City of Alpharetta, GA

Procurement Required Document

Affidavit Verifying Contractor Participation in Federal Work  
Authorization Program (E-Verify)



**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.

**1374316**

Federal Work Authorization User Identification Number

**McKinstry Viridis, LLC**

Name of Contractor

**05/07/2024**

Date of Authorization

Comprehensive Energy Conservation Program

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date **05/07/2024** in **Dallas** (city), **Texas** (state).

A handwritten signature in blue ink, appearing to read "Marcus Craig".

Signature of Authorized Officer or Agent

**Marcus Craig - Vice President**

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

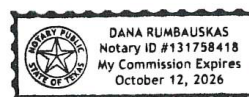
ON THIS THE **7** DAY OF **May**, 20**24**.00

A handwritten signature in black ink, appearing to read "Dana Rumbauskas".

NOTARY PUBLIC

My Commission Expires: **10/12/2026**

(Notary Stamp)



Page 1 of 1



**EXHIBIT B**

**STATE OF GEORGIA**  
**COUNTY OF FULTON**

**SUBCONTRACTOR AFFIDAVIT**

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 \_\_\_\_\_, on behalf of the **CITY OF ALPHARETTA, GEORGIA**, 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 (5) 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 User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Comprehensive Energy Conservation Program,  
Investment Grade Audit

\_\_\_\_\_  
Name of Project

**CITY OF ALPHARETTA, GEORGIA**

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2024 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

# City of Alpharetta

## COMPREHENSIVE ENERGY CONSERVATION PROGRAM

RFQ #24-1003

Alpharetta, GA  
May 9, 2024



TOGETHER, BUILDING A THRIVING PLANET



May 9, 2024

Debora Westbrook  
2 Park Plaza  
Alpharetta, GA 30009

## Re: RFQ 24-1003, Comprehensive Energy Conservation Program

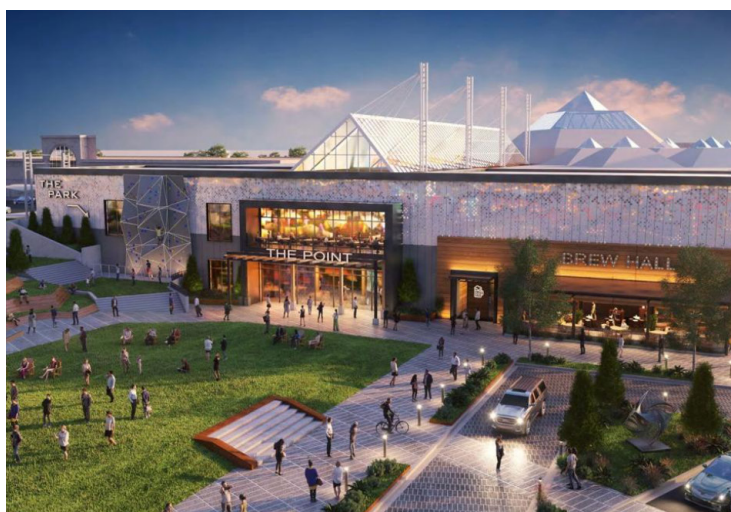
Dear Ms. Westbrook,

We are excited to present this proposal to the City of Alpharetta and be a small part of your phenomenal community. In our research and experience with the City, we have grown to respect your organization. There seems to be a strong sense of stewardship in everything you do, not just how you utilize tax dollars, but in how you collaborate across functions and external stakeholders to make effective decisions and seek ways to streamline processes. We believe this heart of stewardship is at the core of a great comprehensive energy conservation program. Again, not just in how you steward your energy usage, but a holistic approach to operational excellence that creates tangible outcomes like morale improvement for staff, leadership by example for other governments, and improved citizen experience.

During our research we came across the below statement from Mayor Gilvin's website, "**growth that makes Alpharetta better, not just bigger.**" This has stood out to us as a helpful perspective as we have prepared this proposal. Alpharetta is already a standard bearer in so many ways for cities across the U.S., but there is a desire to continue to improve, and not just in the obvious way of growth. We want to embody this same approach by achieving the obvious objectives but also look for ways to truly creating a lasting impact with this program. Our goal is not to just copy successful projects from the past, but to genuinely listen to what your needs and goals are and enable those with our expertise and experience.

McKinstry is a flexible organization that aligned to our goals as a county to deliver with excellence. They gave us the control and understanding of the project options to confidently make decisions for our organization.

— Bill Lindsey, County Manager, Johnson County, Georgia



### GROWTH

Last year Jim promised to serve as a voice for residents and carry out their vision of balanced growth. As mayor, Jim has continued to put residents first by supporting development consistent with the city's 2019s existing land use plan that calls for growth that makes Alpharetta better, not just bigger. A great example of Jim's 2019s leadership on the issue has been the revitalization of the Northpoint Mall corridor. As part of the new vision, the vacant Sears building will soon be replaced by a mix of uses where asphalt and concrete are being replaced with public greenspaces and freestanding restaurants in a walkable environment.



As a regional team with extensive industry experience that came to McKinstry to bring a fresh approach to the market, we could list many “strong points” of our organization. However, we constantly strive to put ourselves in your shoes and seek to understand what our clients believe are our strong points. With an extensive client feedback system, we boil feedback down to two core reasons:

### **CLIENTS BELIEVE WE GENUINELY ALIGN TO THEIR GOALS**

### **CLIENTS BELIEVE THEY ARE RECEIVING THE BEST VALUE**

We are proud of this feedback because we believe it is the foundation of any good partnership. Here are a few ways this is fleshed out:

- We purposefully avoid influences that force us into biased recommendations for our clients, such as:
  - External shareholders demanding constantly increased profits on a quarterly timeline
  - Proprietary products and service agreements
  - Limited financing options
- We understand that these programs can often become too large, thus we bring a phased approach that has led to 88% of clients contracting for multiple phases of work
- We re-engineer the supply chain and drive out cost that does not bring value to our clients, such as:
  - Maintain focus on services that directly apply to our clients, limiting overhead and R&D
  - Negotiate national material partnerships to directly procure from manufacturers
  - Build in-house teams for lighting, renewables, controls and more that have no additional cost markup
- We strive for transparency and optionality in our programs
  - Numerous studies have shown that when you have more options, you make better decisions. We believe this is extremely applicable to these programs and identifying the right fit for each client.
  - We want the client to have full control and understanding, so they can confidently advance their organization and communicate the investment to their community.

Our organizational goal is to raise the industry standard and working with a partner like Alpharetta accelerates this ambition. With more than 63 years of experience in the western U.S., McKinstry has made a strong investment over the last few years to bring our approach to the eastern U.S. We are encouraged by the traction we have already seen in the local market with clients like Savannah, Chamblee, and Greenville. When we exceed expectations with a client like Alpharetta, we believe this helps us showcase our capabilities to the broader market.

“The experience, professionalism, and technical expertise McKinstry has displayed are among the highest in the industry.”

— Joe Castro PE, Facilities and Fleet Manager, City of Boulder, Colorado

We appreciate your ask of “why your experience with similar projects will benefit the City” since talking to references is the best way to make an informed decision during an RFQ process. Every company can tell a good story on paper, but the proof is in what clients say about the experience. As we mention above, 88% of clients contracting for multiple phases of work is a metric we value above all because it demonstrates that for over 63 years and over \$1 billion in annual revenue, most of our clients want to work with us again. No project is perfect, but we believe it is how we respond that leads to such success. Here are a few examples of how we see that will benefit Alpharetta:



The City of Chamblee, GA, had spoken to many different Energy Savings Companies (ESCO) but all kept trying to recommend a broad energy conservation program when the city knew the timing wasn't right for that approach. McKinstry listened to this concern and entered a small, consulting contract to build out their sustainability program, showing our genuine alignment to their goals.

Johnson County, GA, had major deferred maintenance needs across the county. As McKinstry began design, we identified an emergency structural issue that required staff evacuation. We made every effort to accommodate this difficult circumstance and go above and beyond expectations. Having financial constraints, we resourcefully lobbied for state appropriation and was awarded nearly 70% of the total investment, marking the first time in Georgia history an energy savings performance contract (ESPC) with a local government received state appropriated funds.

The City of Savannah had been preparing to pursue an energy conservation program for many years. McKinstry was initially disappointed when we lost by a thin margin in the final RFQ scoring. However, after a few months, when the opportunity arose, the City asked McKinstry to engage again as their chosen partner with a more holistic and tailored approach to ultimately "restore hope in the process."

McKinstry has been working with the City and County of Denver, Colorado, for over 17 years. Partnering in a variety of ways to enable better growth, like AlphaRETTA. Our most recent project is an ambitious effort with Denver International Airport as they invest in the infrastructure needed to accommodate passenger growth, while saving \$4.6M in annual maintenance, operations, and energy cost.

For over 63 years, McKinstry has lived by the phrase, "for the life of your building". We aim to fully align with the City's needs and goals for a pragmatic, cost effective, and innovative program that keeps your long-term priorities front and center and enables "better" growth.

Sincerely,



**Primary POC:** Trent Egbert – *Director, Business Development*  
470.303.1668 | [trente@mcKinstry.com](mailto:trente@mcKinstry.com)

**Main Office:** 5005 3rd Ave S  
Seattle, WA 98134

**Local Office:** 5485 Bethelview Rd, Suite 360-343  
Cumming, GA 30040



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# 1

## Executive Summary

# Executive Summary

McKinstry's project was the best project I've ever had a chance to work on."

— Jim Parvey, Chief Sustainability Officer, City of Tacoma, Washington

As mentioned in the cover letter, McKinstry is relatively new to the Southeast region but made up of individuals with extensive local industry experience. The formation of our group is centered around a strong desire to truly align with our clients, after years of witnessing divergent priorities with other ESCOs. We see great value in tactics like breaking up projects into smaller phases, using local subcontractors, enabling clients to contract directly with partners, using client requested brands, providing transparent pricing, and many more that are often resisted in other companies. Our goal is to raise the entire standard of the industry. **This project with the City of Alpharetta would be a landmark project for our team, and we assure you, everything will be done to ensure it is a premier reference across the state, region, and nation.** We bring the same McKinstry DNA that has ensured success and innovation across other parts of the country, with ample experience as individuals in the Southeast. We believe this partnership will prove fruitful for years to come.

## CLIENT EXPERIENCE

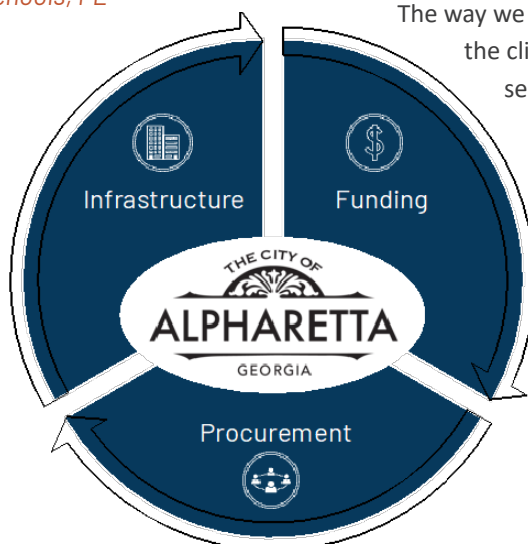
"We have a great partner and energy operations advocate with the McKinstry team. They have put together a top-notch project team that constantly works to understand and react to the District's priorities."

— Chris Farkas, Chief Operations Office, Hillsborough County Public Schools, FL

As an organization, McKinstry brings over 60 years of experience and more than 600 government clients, with many tier 1 cities that share the same ambitious mindset as Alpharetta. Cities like Denver, Seattle, Austin, Phoenix, and Greenville showcase our ability to meet the demands of some of the most prestigious cities in the country. At the same time, we intentionally pursue humility in our approach and awareness that every client has unique problems that need to be solved in tailored ways. As Savannah told us, "we restored hope in the [ESPC] process" because their previous partner lost sight of this. We never want to be in that same position, resting on our past success. Thus, while our many qualifications are important, we believe our biggest differentiator is the client experience we create by maintaining a pursuit of excellence with constant humility.

As an example, during a pre-contract discussion, a recent prospect faced a decision point on using concrete or steel poles to replace aging wood sports lighting. While the technically correct answer was to utilize steel in conjunction with lighter, more efficient LED lighting, we understood the nuance of immediate safety concerns and scheduling demands. These factors must be made clear when creating these programs, because there are many second order consequences to these programs, both positive and negative. Without a holistic and humble approach to the situation, we fall to a default that is often not the best solution for the client.

The way we tangibly create this positive experience is by relentlessly listening to the client. Based on what we know about Alpharetta, we see this program seeking to achieve three key goals:



1. Holistically plan and incrementally address capital infrastructure maintenance
2. Maximize funding and procurement models
3. Drive stewardship, safety, innovation, and "better" growth

# Executive Summary

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Within these three goals are ample opportunities to drive scopes that will have a lasting impact on the city, including but not limited to:

- Upgrading sports lighting
- Untangling utility spend
- Improving facility lighting
- Consolidating building automation
- Preventing water intrusion
- Enhancing public safety
- Heating recreational pools

These scopes can create tangible outcomes such as:

- Create safe environments
- Create strong return on investment with cost savings
- Extend the usefulness of public amenities
- Leverage unique financing & incentives for wise stewardship
- Address deferred maintenance
- Ease burden with simplified procurement
- Plan for effective and proactive maintenance
- Communicate fiscal stewardship to citizens

## OTHER UNIQUE QUALIFICATIONS

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It's intentional that we use two of the four-page limit on what we believe you want to accomplish. As mentioned above, this is our most unique qualification. With that said, in addition to our cover letter narrative, the following list attempts to highlight other qualifications that we believe aligns to the outcomes you are trying to achieve and notes why it is unique.

- We are a local team from different ESCOs that came together to improve the industry in the Southeast by leveraging the unique and high-integrity approach McKinstry brings to the market across the Country.
- Every person on our team has ample, direct experience on ESPC projects like what Alpharetta has set out to accomplish; not a long list of low-innovation, rural education projects.
- We have deep engineering expertise to solve the toughest problems in the built environment with unique solutions, resulting in phenomenally satisfied clients that partner with us for multiple phases of work. When you dig deep into the ESCO industry, this is sadly an anomaly.
- As a \$1B+ private company solely focused on delivering projects that engineer waste out of the built environment, we are aligned to Alpharetta's goals for this project, and every dollar invested in R&D and Overhead is relevant to your project, unlike much of our competition with international headquarters and unrelated divisions.
- As McKinstry seeks to expand its footprint across the country, using our unique model of engaging cities, our team has the bandwidth to make Alpharetta a true partner for years to come. The City's success equals our future success.
- We have in-house expertise on incentives, renewables, decarbonization, and emerging technologies. Most ESCO's will claim to have this, but then subcontract out the work, or use separate divisions to capture additional profit, resulting in no economies of scale for the client.
- Unlike most ESCOs, we utilize various contracting methodologies and delivery methods to ensure the best fit for each client situation and project, such as Professional Service, Energy as a Service, Design Build, and multiple-phase Guaranteed Energy Savings Performance Contract.
- Generate Capital, a premier investor, chose McKinstry as their Energy as a Service partner to create McKinstry Viridis and bring unique and diverse funding solutions to cities and entities across the country.

We hope these qualifications demonstrate our willingness to go above and beyond to serve the City of Alpharetta. We are eager and excited to partner with the City, adjust and pivot when needed, provide phenomenal outcomes, and be a small part of your great community.

McKinstry does a good job of hiring good, strong people to deliver a great service."

— Stu Reeves, City of Fort Collins, Colorado





# 2

## Qualifications

# Qualifications

## MCKINSTRY AT A GLANCE

McKinstry is a national leader in developing the built environment through the design, construction and ongoing maintenance of high-performance facilities and energy infrastructure.

- Founded in 1960
- Privately held
- \$1 billion annual revenue
- 3,000 employees
- 26 regional offices

## GEORGIA LICENSES

General Contracting - GCC0008151  
Mechanical Professional Engineer -  
PE046430  
Electrical Professional Engineer -  
PE046766  
GEFA Prequalification



## BASIC COMPANY INFORMATION

**Company Name:** McKinstry Viridis, LLC

**Corporate Address:** 5005 3rd Ave S, Seattle, WA 98134

**Name Of Primary Contact:** Trent Egbert, Director, Business Development

**Telephone Number:** 470.303.1668

**Email Address:** trente@mckinstry.com

**Company Website:** www.mckinstry.com

**Office Address (From Which Project Will Be Managed):** 5485 Bethelview Road, Suite 360-343, Cumming, GA, 30040

**Type of Firm:** Limited Liability Company (LLC)

**State Of Residency or Incorporation:** McKinstry Viridis, LLC was incorporated in Washington State and is licensed to do business in the State of Georgia.

**Number Of Years in Business:** The McKinstry family of companies has been in business for over 63 years, with 23 years in the energy business and performance contracting.

## OUR VISION

Together, building a thriving planet

## OUR MISSION

To make every building we touch more efficient

## MCKINSTRY'S PHILOSOPHY

McKinstry's full cycle of services incorporates our areas of expertise in design, engineering, pre-construction, construction, commissioning, maintenance, and management. McKinstry developed our offerings around our philosophy, **For the Life of Your Building**, which supports our commitment in taking responsibility to design, build, and operate superior facilities. We seek long-term relationships that maximize the value of your facilities, and never put short-term profit over your interests.

We will help you decide which scopes of work and on-going operational strategies make the most sense for your budget and City and deliver the highest quality project. Our blend of relevant experience and technical expertise, along with our ability to listen to you and co-author a solution, will deliver your desired outcome in a best-in-class manner. We believe our varied experiences with large, complex, projects that have outcome-based targets and our deep integration with all specialists within the design-build-operate-maintain spectrum provides significant value to the City of Alpharetta and your community.

Our strong connectivity between the engineering and construction teams is also a differentiator. The ease of communication between teams enables real-time costing for quick decision making, design solutions that are dependable and constructability knowledge that drives creative, cost-effective solutions. Our philosophy and cycle of services guide our efforts as we move forward in developing innovative, cost-effective facility solutions for our customers.

# Qualifications

## BUILDING DATA

Facility Condition Assessments  
Measurement & Verification  
Performance Assurance Dashboards  
Active Energy Management

## ENERGY SERVICES

Performance Guarantees  
Utility Grants/Incentives  
Alternative Funding Models  
Net Zero Consulting  
Renewable Energy Integration

## TECHNOLOGY

Solar PV  
Battery Storage  
Backup Generation  
Resiliency Solutions  
Master Systems Integration  
Smart Building Integration

## ENGINEERING

Design  
Energy Modeling  
Building Information Modeling  
System Controls  
Water & Wastewater

## CONSTRUCTION

Estimating  
Scheduling  
Supplier Diversity  
QA/QC

## TURNOVER

Commissioning  
System Testing & Balancing  
Transition to Sustainable Operations

## SERVICE, OPERATIONS & MAINTENANCE

24x7 Remote Operations Center  
3D Maintenance  
Emergency Service  
Facility Maintenance  
Warranty Management

The world needs bold action to solve monumental problems. McKinstry will lead a transformation to innovate the waste and climate harm from our built environment. We will:



Put people first



Build trusted partnerships



Make a positive difference



Be constantly curious

These values are not empty words on a wall. Each acts as a call to action to empower our mission of making every building we touch more efficient. This mission runs deeper than the surface-level energy connotations. It crushes costs and eliminates waste across the entire building lifecycle (from design to retrofit), allowing every building to adapt to the occupant, community and client needs. Innovating the waste and climate harm from our built environment is a lofty aspiration. McKinstry accepts the challenge.

## RANGE OF SERVICES AND CAPABILITIES



For more than 63 years, McKinstry has helped transform the way the industry engineers, constructs, and cares for the built environment, delivering some of the smartest, most efficient building solutions. With a breadth of services across engineering, construction, facilities, and technology, we have the unique ability to impact and optimize every element of the built environment. Building systems, resources and our environment are constantly evolving and transforming. We've built a unique organization that advances right along with it. With passion, ambition, and courage our people are united by a common purpose and an intense sense of responsibility to our customers and our planet.

*Our services and capabilities are illustrated in the column to the left. Please see the chart on the next page for services provided in-house and those which may be subcontracted.*



# Qualifications

| IN-HOUSE VS. SUBCONTRACTED SERVICES     |           |               |
|-----------------------------------------|-----------|---------------|
| SERVICE                                 | MCKINSTRY | SUBCONTRACTOR |
| ARCHITECTURAL SERVICES                  | X         | X             |
| WATER/WASTEWATER                        | X         | X             |
| COMMISSIONING/RETRO-CX                  | X         |               |
| CONSTRUCTION MANAGEMENT/ADMINISTRATION  | X         |               |
| DEMAND RESPONSE                         | X         |               |
| DESIGN                                  | X         |               |
| ENERGY AUDITING                         | X         |               |
| ENERGY SAVINGS GUARANTEES               | X         |               |
| EQUIPMENT PROCUREMENT                   | X         | X             |
| FINANCING                               | X         | X             |
| GENERAL CONTRACTOR                      | X         | X             |
| L/DBE PLANNING                          | X         | X             |
| MAINTENANCE/POST-INSTALLATION OPERATION | X         |               |
| MEASUREMENT & VERIFICATION              | X         |               |
| MEP INSTALLATION                        |           | X             |
| NET ZERO/DECARBONIZATION PLANNING       | X         |               |
| PROCESS OPTIMIZATION                    | X         |               |
| REMOTE MONITORING                       | X         |               |
| RENEWABLES & SOLAR PV                   | X         |               |
| TESTING & BALANCING                     | X         | X             |
| TRAINING                                | X         | X             |
| UTILITY REBATES & INCENTIVES, GRANTS    | X         |               |
| WARRANTY SERVICES                       | X         |               |
| WEB-BASED PROJECT MANAGEMENT            | X         |               |
| LIGHTING SOLUTIONS                      | X         |               |
| EV CHARGING AND INFRASTRUCTURE          | X         |               |

## VENDOR NEUTRAL APPROACH TO PRODUCT SELECTION

Unlike many of our competitors, McKinstry does not represent any products or manufacturers and is completely vendor neutral. We endeavor to use products and materials that our customers prefer or are simply the most competitive in value and price. For the City of Alpharetta, McKinstry will rely on a combination of the City's preferences and our engineers' expertise in determining needs such as capacity, redundancy, physical size of equipment (fitting into available space), weight (especially when placed on roofs), vendor product support, efficiency, available utilities on site (natural gas, propane, electricity, etc.), system conditions (water supply temperature, etc.) and other factors depending on your situation.

- We will own the full process and review the options with your team in order to select the equipment and products most desired by City of Alpharetta.
- City staff will have full submittal reviews for virtually all equipment and final approval on all equipment installed as part of any ESPC project.



# 3

## Personnel Qualifications

# Personnel Qualifications



**MARCUS CRAIG**  
*Vice President, Southeast Region*



**LESLIE LAROQUE**  
*Vice President, Energy & Technical Services*



**JENN BRAITHWAITE**  
*Account Executive*



**TRENT EGBERT**  
*Director, Business Development*

## DEVELOPMENT/AUDIT



**QUENT MATHER, PMP**  
*Project Development Director  
Primary Technical Responsibility*



**CLAY HERRIN, PE, CEM, CMVP, CBCP, CDSM, LEED AP**  
*Engineering Manager*



**RANDY CHERWIN**  
*Lighting Leader*



**ADAM ALLINGTON, CEM, PMP**  
*Building Energy Engineering Principal*



**HEATH MACKAY**  
*Renewable Energy Leader*



**MATHEW GUIMOND, CEM, CT**  
*Building Energy Specialist*



**MICHAEL FRANK, PE, LEED AP**  
*VP, Engineering & Design*

## CONSTRUCTION & SAFETY



**CHRIS SMITH, PMP**  
*Regional Director*



**JUSTIN GIBIDIES, PE, CEM, LEED GA**  
*Operations Manager*



**TREVOR MCDONALD**  
*Superintendent*



**WIL HOXIE, CHST, CPEA, STS, CEM**  
*Safety Director*

## CLIENT SUPPORT



**SCARLET HAO**  
*Marketing Strategy & Communications*



**SCOTT HAERBIG**  
*Lighting Solutions Director*



**BRENDAN O'DONNELL**  
*EV Charging Leader*



**RACHEL BROMBAUGH**  
*Finance Leader*



**ALISON SCHWABE, CEM, LEED AP O+M**  
*Operations Manager*



# Personnel Qualifications



## Jenn Braithwaite

Account Executive

### TENURE

In the government industry for 13 years and energy industry for 1 year.

### WHY JENN

Jenn's genuine desire to serve and her passion to build meaningful relationships creates trust and a positive experience for every project.

### JENN'S ROLE

Jenn will sustain a constant relationship with the client as the project is developed, implemented and maintained. She ensures McKinstry is always aligning back to the client's needs and goals.

### PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract, GA

City of Chamblee Sustainability Consulting, GA

City of Greenville Strategic Capital Planning, SC

City of Savannah Energy Savings Performance Contract, GA



## Quent Mather

Project Director, Project Development

### EDUCATION

North Carolina State University, BS, Mechanical Engineering

### TENURE

In the industry for 10 years.

### WHY QUENT

Quent's extensive experience across various facility types gives him the ability to seamlessly execute projects with minimal disruption to building occupants and operations.

### QUENT'S ROLE

Quent manages projects during all stages of development, defining project scope and design criteria, coordinating engineering resources, and ensuring project success.

### PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract, GA

City of Savannah Energy Savings Performance Contract, GA

Hillsborough County Public Schools EaaS Project; Tampa, FL

City of McRae-Helena Energy Savings Performance Contract, GA

Hot Spring County Energy Savings Performance Contract, AR

MTA of Harris County Solar Consulting; Houston, TX

# Personnel Qualifications



**Trent Egbert** Director, Business Development

## EDUCATION

University of Tennessee, BS, Finance

## TENURE

In the industry for 13 years.

## WHY TRENT

Trent is passionate about finding the best solution for the client by creating long-term, positive relationships and marrying his expertise with their local insight. He takes time to lead teams to eliminate waste, communicate clearly, and enable better decision-making for successful project outcomes.

## TRENT'S ROLE

As Director, Trent is responsible for leading the project. His team is marked by a relentless resourcefulness to design and deliver successful projects, by constantly aligning to the client's goals with humility, integrity, and excellence.

## PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract, GA  
City of Savannah Energy Savings Performance Contract, GA  
City of Greenville Strategic Capital Planning, SC  
City of McRae-Helena Energy Savings Performance Contract, GA  
City of Chamblee Sustainability Consulting, GA



**Chris Smith** PMP | Regional Director

## EDUCATION

Clarkson University, BS, Interdisciplinary Engineering and Management, Project Management

## TENURE

In the industry for 17 years.

## WHY CHRIS

Chris brings a wealth of knowledge to the project team in project and construction management, pre-construction services, and coordination between teams to ensure project success. Chris also holds a General Contractor's license in the state of Georgia.

## CHRIS'S ROLE

As Regional Director, Chris has executive responsibility for the project's success and will lead all of McKinstry's disciplines from pre-design through occupancy transition through final acceptance and warranty phase.

## PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract, GA  
Hillsborough County Public Schools EaaS Project; Tampa, FL  
Hot Spring County Energy Savings Performance Contract, AR  
Lima Army Tank Plant Energy Savings Performance Contract, OH\*  
Dyess Air Force Base Energy Savings Performance Contract,, TX\*  
Macon-Bibb Energy Savings Performance Contract, GA\*

*\* denoted projects with prior firm*

# Personnel Qualifications



## Randy Cherwin

Lighting Leader

### EDUCATION

California  
Polytechnic State  
University, San  
Luis Obispo,  
BS, Business  
Administration

### TENURE

In the industry for  
24 years.

### WHY RANDY

Randy brings a vast knowledge of LED design, in-field audit experience, and project management to the table, allowing for a smooth transition from design to construction, to closeout. He has designed over 400 plus LED projects in the last 12 years ranging from \$100K - \$20 million plus in size.

### RANDY'S ROLE

Randy will lead the lighting audit efforts and provide oversight for light readings, photometrics, code requirements, rebates and measurement and verification.

### PROJECT EXPERIENCE

City of Tacoma Energy Savings Performance Contract, WA

Phoenix Convention Center Energy Savings Performance Contract, AZ

Hillsborough County Public Schools EaaS Project; Tampa, FL

City and County of Denver Energy Savings Performance Contract, CO

Foothills Parks and Recreation Energy Savings Performance Contract; Littleton, CO



## Trevor McDonald

Superintendent

### EDUCATION

8 years of service  
with the US Navy

### TENURE

In the industry for 5  
years.

### WHY TREVOR

Trevor brings experience and professionalism to the implementation of projects. Always aware of potential risks, Trevor aims to exceed client expectations.

### TREVOR'S ROLE

Trevor will serve as on-site superintendent. He will be the primary client contact during the installation period and work closely with any subcontractors on and off-site. Trevor is responsible for ensuring the project is installed safely and on schedule.

### PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract; GA

City and County of Denver Energy Savings Performance Contract, CO

Huerfano County Energy Savings Performance Contract, CO

Aiken County School District Energy Savings Performance Contract; Aiken, SC\*

Abbeville School District Energy Savings Performance Contract; Abbeville, SC\*

*\* denoted projects with prior firm*



# Personnel Qualifications



## Marcus Craig

Vice President, Southeast Region

### EDUCATION

Texas Christian University,  
BS, Business Administration

### TENURE

In the industry for 19 years.

### WHY MARCUS

By providing overall regional leadership, team management, and business development, he is motivated to provide customers with innovative and sustainable solutions focused on reducing their utility and operational costs through the efficient operation of their facilities, improving the environment for building occupants, and delivering the highest level of customer satisfaction.

### MARCUS' ROLE

As Vice President, Marcus is responsible for providing corporate oversight including overall project strategy and guidance for all energy projects in the Southeast Region. These responsibilities include the strategic direction, market growth, and delivery of McKinstry's services and solution offerings in the Southeast Region.

### PROJECT EXPERIENCE

Johnson County Energy Savings Performance Contract, GA

Hillsborough County Public Schools EaaS Project; Tampa, FL

City of Savannah Energy Savings Performance Contract, GA

City of McRae-Helena Energy Savings Performance Contract, GA

City of Atlanta Energy Savings Performance Contract, GA\*

*\* denoted projects with prior firm*



## Leslie Larocque

Senior Vice President, Sales & Marketing

### EDUCATION

University of Denver, MS,  
Environmental Policy & Management

### TENURE

In the industry for 33 years.

### WHY LESLIE

Leslie's expertise provides a unique understanding of the technological and economic trends affecting the public sector, helping to guarantee collaborative partnerships and successful programs. Leslie is motivated to provide clients with sustainable solutions focused on the efficient operation of their facilities, while delivering the highest level of customer satisfaction.

### LESLIE'S ROLE

Leslie will be responsible for providing corporate oversight including overall project strategy and guidance.

### PROJECT EXPERIENCE

City and County of Denver Energy Savings Performance Contract, CO

City of Tacoma Energy Savings Performance Contract, WA

Phoenix Convention Center Energy Savings Performance Contract, AZ

Hillsborough County Public Schools EaaS Project; Tampa, FL

Johnson County Energy Savings Performance Contract, GA

# Personnel Qualifications



## Clay Herrin

PE, CEM, CMVP, CBCP, CDSM, LEED AP | Engineering Manager

### EDUCATION

University of Southern Indiana, MS, Business Administration

Purdue University, BS, Mechanical Engineering

### TENURE

In the industry for 27 years.

### WHY CLAY

Clay has a dedicated focus on maximizing performance and efficiency and is appreciated by customers and teammates alike for his leadership, strategic thinking, and straight-forward communication.

### CLAY'S ROLE

As Engineering Manager, Clay serves as the engineer of record for projects and manages scoping, fees, as well as provides engineering insight into projects. He assists in communication and coordination efforts and also provides quality control and assurance by monitoring the design and reviewing deliverables throughout the life of a project.

### PROJECT EXPERIENCE

City and County of Denver Energy Savings Performance Contract, CO

City of Louisville Decarbonization Roadmap; Louisville, CO

Denver International Airport Energy Savings Performance Contract; Denver, CO

City of Golden Energy Savings Performance Contract, CO

Johnson County Energy Savings Performance Contract, GA



## Justin Gibides

PE, CEM, LEED GA | Operations Manager

### EDUCATION

North Carolina State University, MS, Mechanical Engineering

Franklin & Marshall College, BS, Physics

### TENURE

In the industry for 15 years.

### WHY JUSTIN

Justin has a strong background in energy systems optimization and team leadership, with a passion to lead product and process development, creating scalable, innovative solutions for his clients.

### JUSTIN'S ROLE

Justin's responsibilities include oversight of the commissioning team, project management, and client communication to ensure alignment of program deliverables with client expectations.

### PROJECT EXPERIENCE

Hillsborough County Public Schools EaaS Project; Tampa, FL

Sodexo Medical Center Plant Strategic Capital Planning; Cleveland, OH

Cox Enterprises RCx Implementation; CA, PA, AZ

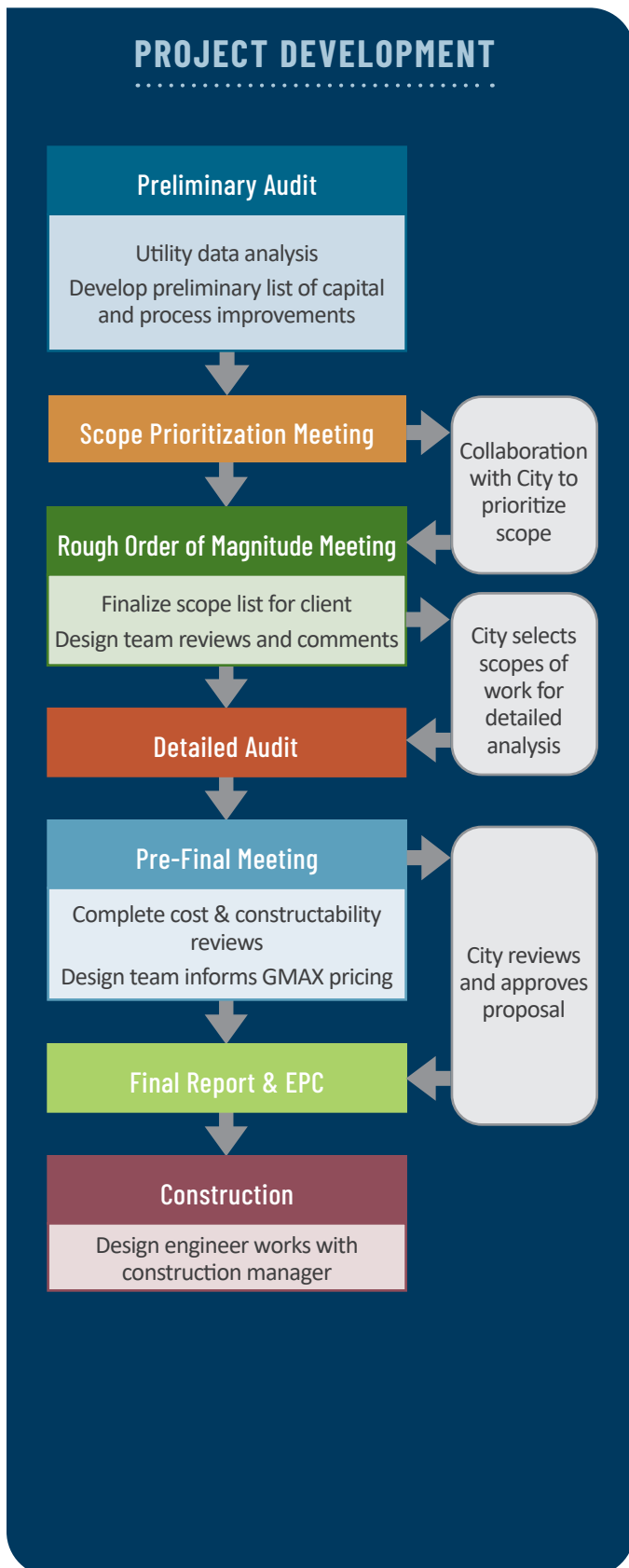


# 4

## Program & Project Methodology



# Program & Project Methodology



McKinstry's program and project methodology can be summarized in three words: **collaborative, flexible, and transparent**. We believe first and foremost that successful projects hinge on a high degree of collaboration and communication with our clients. We seek to be your long-term energy and operations partner. We do this by first understanding your goals and expectations. We work closely to gather all information and develop a holistic program that meets your operational and financial goals. We collaborate with the City to develop a long-term capital improvement plan that fits within your budget and current and future priorities. Upon conclusion of a project, the City of Alpharetta will have a long-term, phased approach to tackle your biggest capital needs.

## SURVEYS

We customize our approach to best fit your needs. To ensure a cost-effective facility and plant survey process, it will be imperative to understand the City's specific goals for the project, level of stakeholder involvement, decision-making process, cost effectiveness criteria, and other financial goals. While our process aims to land on the most effective improvement measures, it is also dynamic, requiring your involvement to make informed decisions that meet your project goals including:

- **Financial Criteria:** Available funding sources, grants, fiscal deadlines, and financing preferences
- **Existing Systems Review:** Lighting, mechanical, HVAC, controls, water/wastewater, security, information technology, and any other systems imperative to the project
- **Facility Survey Criteria:** Project timelines, existing facility and plant information, utility data and planned capital improvements
- **Construction Criteria:** Project timeframes, subcontractor preferences, and vendor/product review

# Program & Project Methodology

The purpose of the survey phase is to fully investigate potential capital improvements that may arise over the course of the audit. The cost and benefit of the various measures are evaluated by capturing the following information for each measure: City goals, cost, energy savings, operational impacts, and rebate information. We gather historical utility data for all electricity, fuels, and water bills, and system information from equipment logs, balancing reports, monthly operating reports, equipment specifications, and interviews with staff on the operation of the existing system. During the facility survey process, McKinstry also collects detailed data using logging equipment. We then include these findings in our preliminary report using data visualization tools to show operating trends and expected gains.

## ENERGY MODELING AND ANALYSIS

McKinstry has modeled projects ranging in size from \$50,000 – \$100,000,000, which resulted in significant annual energy and utility savings. Our energy engineers have the necessary technical expertise to develop accurate energy models and provide a holistic analysis of numerous design scenarios. Our engineering-based approach to auditing, coupled with extensive site investigations and interviews, will generate energy and utility conservation projects to meet your financial, facility and operational objectives.

McKinstry's energy engineers use a combination of commercially available calculation programs and custom calculation tools developed by our engineers. Using a wide variety of tools allows us to identify the best way to combine accuracy, simplicity, and time efficiency. To ensure the accuracy of the baseline model, we commonly feed actual logged data into the baseline model. McKinstry also performs an adjustment to the baseline energy model based on a utility bill end use analysis, when necessary. McKinstry's energy engineers can develop custom calculations for measures that do not fit the standard calculations and we have a large library of custom figures from past projects that we can reference as needed.

## PROJECT DEVELOPMENT

| PHASE                                         | ASPECTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | OUTCOME                                  |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Preliminary Audit                             | Kick-off project, define parameters (financial criteria, client objectives, existing systems/process review, design criteria, construction criteria, etc.), gather facility and plant data, preliminary utility data analysis, identify rebate applications, and conduct site visits and interviews.                                                                                                                                                                                   | Preliminary list of improvement measures |
| Detailed Audit                                | Develop the preliminary list of improvement measures, including the following: scopes of work, regulatory impact (permit, codes, and/or standards), cost estimates, construction cost, commissioning plans, proposed measurement and verification, annual utility savings, estimated utility rebate, grant or capital contributions, and net client cost. Verify operating parameters, run hours, regulations, etc. to refine detailed energy calculations and develop savings amount. | Draft audit report                       |
| Draft Report Review(s) & Results Presentation | Present draft audit report with write-ups on each measure detailing development completed during Detailed Audit. Evaluate priority rankings for each and prioritize given available time, funding, and resources. Address any questions and concerns before the project is approved.                                                                                                                                                                                                   | Final scope selection                    |
| Project Development/ Proposal                 | Refine the details to bring the project to the reality of construction, including scope refinement, financing analysis, final audit report, and contract development.                                                                                                                                                                                                                                                                                                                  | Contract                                 |

# Program & Project Methodology

## NON-CONSTRUCTION RELATED ENERGY CONSERVATION STRATEGIES

| powerED: Occupant Engagement & Facility Optimization                                                                                                                                                                                                                                                                                         | Active Energy Management                                                                                                                                                                                                                                               | Transition to Sustainable Operations                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| McKinstry's powerED program engages occupants and operators to reduce costs, increase efficiency, and promote environmentally friendly operations within your buildings. The program is tailored to the client's goals and needs and includes Reveal™ platform data tracking and analysis, and our People.Power.Planet campaign and website. | Active Energy Management (AEM) is a scalable, data-driven solution to define the current state of energy, equipment, and building performance using McKinstry's recommendations and methods to improve, manage, and report facility operational performance over time. | Transition to Sustainable Operations (TSO) is a process that transitions new and existing buildings to optimal overall performance by developing best-in-class operational practices, including but not limited to client engagement, energy performance optimization, KPI tracking, training, CMMS integration, asset tagging, and information management. |

## ENGINEERING & DESIGN

With a design-build mindset, more design dollars are deployed into constructability and optimization of operation, addressing issues before construction, and saving the City both capital and operational dollars. Design input will be presented to the City to make decisions that align with your established goals. Our design considers all aspects including City goals, occupants, permit requirements, efficiency, optimization, and overall maintainability. By managing the complex relationships between equipment, construction, procurement, structural, electrical, architectural, and other disciplines we can anticipate and solve problems early in the process. Starting with issuing quality information to the team to make timely and accurate decisions, our teams made up of in-house engineers, senior field craftsman and design partners will quickly baseline the current design, identify questions, risks and opportunities for improvement. Next, we leverage our design experience and client partnership to get quality Schematic Design documents and construction grade budgets on the table for solid early coordination and timely decision-making. We review these designs with our commissioning and construction teams to ensure constructability, therefore eliminating change orders and costly rework.

## FUNDING/FINANCING

McKinstry is uniquely positioned to provide maximum financing flexibility to its clients. We bring a dedicated team that develops financial solutions that fit the needs of the client. We provide our clients with information on financing options and introductions to financiers who specialize in energy project finance. Additionally, we will coordinate with utility companies and state agencies, including GEFA, to secure any available incentives and rebates. We also have a dedicated team supporting Federal energy incentives, including but not limited to the Inflation Reduction Act. **We have already supported over 165 clients and been awarded \$15M+ since the program launched last year.**

As an additional service to our clients, we contract with the Southern Group to seek out additional funding opportunities at the state and federal level. Funding opportunities available are unique to each project and will be evaluated during an investment grade audit. As mentioned, we were able to lobby the state to receive an appropriation funding 70% of our project with Johnson County.

Our financial approach is to assist clients and their teams to maximize reducing energy costs. We develop cash flow models with the collaboration of the client and project team. These models can be adjusted to show multiple scenarios, allowing the client to choose the optimal project and financial structure. We design, build, and provide financial insight needed to reduce capital costs, increase revenue, and maximize the value of your taxpayer dollars.



# Qualifications

## INCENTIVES/REBATES

McKinstry has 20+ years of rebate capture experience and has secured over \$37 million of rebates for our clients in the last ten years. We are familiar with a variety of utility company's programs and people. We work to get written commitment from the utility before the energy proposal is presented. We will also search for and assist with state and federal tax credits.

## GRANTS

McKinstry has the in-house resources to serve as a single point of contact for our clients, including the ability to identify, apply for, and successfully administer grants on behalf of our clients. McKinstry has been very successful in assisting clients with securing energy-related grants and have helped our clients secure over \$350 million in grants.

## CONSTRUCTION & PROJECT MANAGEMENT

McKinstry will collaborate with the City of Alpharetta to complete a thorough review of the project proposal, approve final scopes of work and begin implementation of the project.

In consulting with the City around project goals and subcontractor experience, our construction managers procure the project. This is done by creating detailed bid packages for the various trades and equipment, leveraging national buying power, performing outreach to Certified Businesses, soliciting proposals, and then contracting for the work. Our construction managers then manage the contracts on each project and outreach to Certified Businesses. We will also work with the City to help determine where self-performing work will be more cost effective, providing the City with additional procurement options and further mitigating risk. We are vendor neutral and can leverage our national and direct-to-manufacturer buying power to reduce costs by 30% or more and enable more work to get done for the same capital dollars.

McKinstry is involved in the service, maintenance, and operation of systems and facilities which means we do not think of jobs as being complete after they are installed. The systems must operate as designed, be integrated into the overall operation of the facility, with your personnel trained and ready to assume operation. This mindset of leaving the City of Alpharetta employees with a fully functioning system, and fully prepared to assume operation, is ingrained in our delivery and culture.

## COMMISSIONING (CX) & RETRO-COMMISSIONING (RCX)

Our philosophy is that proper commissioning/retro-commissioning lowers long-term operational and maintenance costs, ensures optimal operation through proper training, maintains asset values, and keeps occupants reliably safe and comfortable. We integrate our in-house commissioning and performance assurance staff members during the investment grade audit (IGA) to ensure the highest integrity of installed systems and project performance.

At McKinstry, commissioning is an essential part of our integrated project delivery. Our commissioning, recommissioning, and retro-commissioning services include, but are not limited to, comprehensive analysis and optimization of existing HVAC, mechanical, electrical, lighting and other systems for new construction, modernization projects, existing buildings, facilities, infrastructure, and solar.

McKinstry's commissioning expertise is derived from an extensive history of delivering high-performance design, build, operate and maintain services to owners across business sectors. Our commissioning team maintains NEBB certification and LEED accreditation, and our dedicated testing, adjusting, and balancing (TAB) staff is experienced in a variety of environments and systems.

Our commissioning engineers act as a third-party check against every aspect of design and integrated delivery. They are involved at early project phases, identifying what will be commissioned and how. As construction nears completion, McKinstry's commissioning engineers will begin testing mechanical, electrical, and control systems for proper functionality. They will work closely with our construction manager to enable timely testing. The goal of the commissioning process is to deliver a final product with 100% confidence in the performance of the building and its ability to meet the client's goals and the price and technical performance guarantees that McKinstry has provided.

## TRAINING

The facility staff will have a direct impact on ensuring annual guaranteed savings are achieved, operational goals are met, and equipment life is extended, thus staff training is a critical component of this project.

# Program & Project Methodology



McKinstry will co-author a training agenda, working with the City's staff to incorporate any specific training needs and a schedule that works for your team. We will take your lead on participants but encourage the engagement of as many staff as possible including building operators, maintenance personnel, and other staff members.

Recommended training will include:

- Classroom training for maintenance staff
- Hands-on training for maintenance staff
- DDC/SCADA controls training for maintenance staff
- Behavioral training for staff

McKinstry believes that every person learns in different ways. Some of your staff will gain more knowledge from hands-on experience and others will benefit more from first having a classroom understanding of this project. We will bring factory-certified trainers from the selected equipment manufacturers to the City and they will provide, backed by McKinstry, equipment manuals and walk through the proper usage, ongoing maintenance, and basic troubleshooting of their specific equipment in a classroom setting that allows for Q&A.

## MEASUREMENT & VERIFICATION

The M&V plan is developed and implemented to provide annual verification of guaranteed savings. Having a well-crafted plan provides a reliable way to measure system performance. Savings calculations are performed during the preliminary audit to determine guaranteed energy savings allowing our team to complete a firm project financial model and sound decision making for the City. From these calculations, McKinstry creates a project specific M&V Plan to measure and report financial performance of implemented projects.

If the detailed M&V plan reveals a savings shortfall, McKinstry will directly pay the City of Alpharetta the dollar value of the shortfall.

Conversely, the annual M&V plan can reveal savings over-performance for projects – meaning the City is saving more than planned or guaranteed enhancing the project's financial picture or provide an additional funding stream that can be used to perform additional projects at City buildings. McKinstry does not bank excess energy savings from one year to the next protecting the City of Alpharetta throughout the guarantee period as each phase must stand on its own.

# Program & Project Methodology

## GUARANTEE OF ENERGY SAVINGS

### MCKINSTRY GUARANTEES MORE SAVINGS

Traditionally, ESCOs calculate energy savings for each energy savings measure and will guarantee approximately 75% - 85% of the total calculated savings. This allows for up to a 25% cushion for the ESCO to mitigate its risk. While this is helpful to the ESCO, and at first may seem advantageous to the client as well, it actually results in a smaller ESPC project for the client.

McKinstry is willing to take on more risk, which allows our clients to maximize the project bundle with more guaranteed savings dollars being used to pay for the upgrades. McKinstry will provide transparency regarding savings calculations and work with the City to determine which guarantee type makes sense for the energy savings project bundle and ultimately work to maximize the project size and shift as much energy savings risk to McKinstry as possible.



*Budget Neutral ESPC Project*

### PROJECT COST & SAVINGS GUARANTEE

#### Lump Sum Project Cost, Guaranteed Project Savings

McKinstry's performance contract projects are delivered with a guaranteed lump sum cost and a guaranteed savings. Guaranteed lump sum cost means that any errors in bidding or developing the project during the development phase of work becomes the risk of McKinstry and not the City. This is our testament to our confidence in our development and delivery process. As your ESCO partner, we believe you should get the benefit of our experience. This is one of the many ways we do that.

### Benchmarking & Guaranteed Savings Determination

McKinstry uses ENERGY STAR to compare energy use performance to other similar facilities in your particular geography to develop a rough savings potential. Specific energy cost savings are calculated by inputting variables and logic into the baseline model to reflect the post-improvement operation. The difference between the baseline energy consumption and the post retrofit energy consumption becomes the target energy savings. Guaranteed savings levels are then set based on the amount of control we will have over the critical performance factors associated with the particular measure.

### WE ASSUME THE RISK

#### Excess Savings

We always aim to exceed project goals and are proud to return all excess energy savings to our clients. This contrasts sharply with some of our competition, who keep excess savings. We regularly report the financial performance of a project to you and provide a full, substantiated end-of-project invoice for your review and approval. In addition, McKinstry does not bank excess energy savings from one year to the next—you are protected throughout the guarantee period, as each year must stand on its own.



# Program & Project Methodology

## Provision of Warranties

McKinstry's guarantee of performance allows us to commit to our clients that the equipment and systems installed will meet or exceed established performance standards. Our first priority will be to make certain that all newly installed equipment and systems will operate to ensure occupant safety, health, and comfort. The second priority will be to meet the project's operational and utility savings. If the equipment is maintained based on the manufacturer's guidelines, yet it does not meet the first and/or second priority, McKinstry will take the necessary steps to correct or improve equipment performance. If it is determined that the newly installed equipment has failed within the first year, we will find a final repair resolution or we will replace it. This is included as a base warranty in all our construction projects. The City will also have the option to elect extended warranties and service agreements as well, all provided in-house with McKinstry.

At McKinstry, once you are a client you are always a client. That means that if an issue arises outside of the warranty period, we will come out to review the issue and discuss with you, our client. From there, remedies for issues outside of the warranty period are dealt with on a case-by-case basis based on the specific nature of the issue.

## ADDITIONAL SERVICES

### COMMUNITY ENGAGEMENT: SHOWCASE THE CITY'S COMMITMENT TO FISCAL STEWARDSHIP & INNOVATION

An energy and sustainability project not only offers a proven method to generate significant savings while funding mission critical projects; it also presents an opportunity to demonstrate your key initiatives to your constituents through various marketing and public image strategies co-developed between McKinstry and the City of Alpharetta. McKinstry invests heavily in making sure your community understands the important work you are doing to be good fiscal stewards while investing in your City's critical infrastructure.



There are various strategies to getting your key messaging out to the community, including:

- Press releases and project statistics sent out to local news organizations
- Custom signage across the community and in key high-traffic buildings
- Community events including tree planting, earth day events, and recycling initiatives
- Dashboard located on the City's website with updated savings information for community review
- Interactive kiosks at City Hall
- Green logo branding

The City of Alpharetta will work directly with the project team, along with McKinstry's marketing team to co-develop a marketing and engagement plan that fits your goals and community expectations.



# 5

## Experience

# Experience

A company's past references are the best predictor of future performance. McKinstry is built around achieving 100% customer satisfaction from project design, through implementation and the long-term guarantee. Over our 64-year history we have completed over 600 projects.

We encourage you to call any of our references, including those we don't specifically provide contact information for here, to discuss their project experience with McKinstry. We are confident you will find strong stories of great experiences throughout our portfolio. No project goes perfectly, but we take pride in navigating problems and maintaining extremely satisfied clients.

Below you will find a graphic highlighting our expertise across the country, followed by the five (5) formal references to help tell the story of our approach.





# Experience

## Johnson County ESPC WRIGHTSVILLE, GA



### DELIVERY METHOD

Energy Performance Contract

### PROJECT FUNDING

State appropriation  
ARPA funds  
Utility rebates

### PROJECT SIZE

18 Buildings  
1.3 million SF

### PROJECT VALUE

Phase 1: \$672,000  
Phase 2: \$1,378,000

### YEAR COMPLETED

2024

### ANNUAL SAVINGS

Projected: \$5,101  
Achieved: \$5,101 (Option A)

### OWNER'S REPRESENTATIVE

Bill Lindsey, County Manager  
478.864.5785  
wflindsey@johnsonco.org

Johnson County was seeking a long-term partner that could deliver a transformational Courthouse renovation project with excellence. With difficult experiences with construction projects in the past, Johnson County was seeking a partner that not only had the expertise and experience with complex construction projects but would also be a single source of accountability from project start to finish. Johnson County selected McKinstry to ensure first-time quality and project success.

In early 2023, Johnson County approved Phase 1 and Phase 2 for an Infrastructure Renewal Program that would provide transformational upgrades to the County Courthouse, including structural improvements, exterior and interior renovation, and new windows and flooring. Additionally, Phase 2 includes upgrades at the County Annex and Jail.

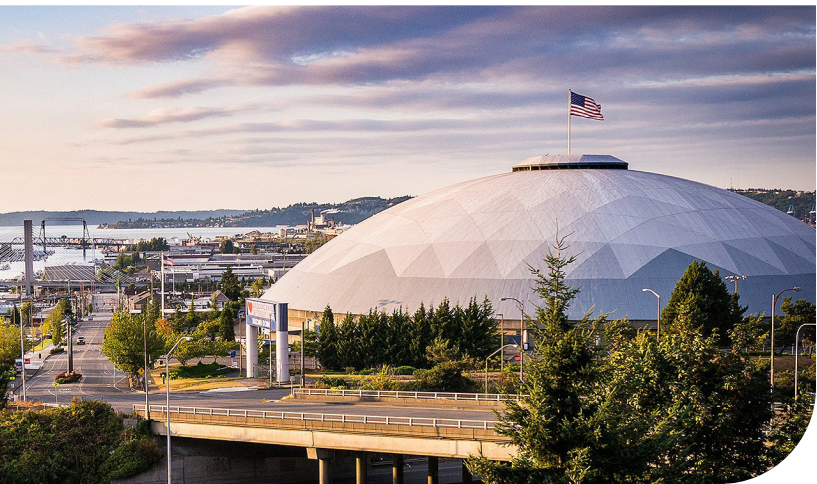
The County received a direct appropriation from the State of Georgia for the Courthouse upgrades. In addition to the direct appropriation, the project will be funded through a combination of SPLOST, general fund, and ARPA funding.

This project will greatly impact the community of Johnson County for years to come, including:

- Extending the life of the courthouse and reducing complaints and maintenance burden
- Address capital needs with cost-effective, outcome-based solutions
- Improve community experiences and public pride
- Reduce long-term energy and operational costs

# Experience

## City of Tacoma Municipal Complex TACOMA, WA



### DELIVERY METHOD

Energy Performance Contract

### PROJECT FUNDING

Tax Exempt Lease Purchase  
Local grant  
Utility rebates

### PROJECT SIZE

3 Buildings  
900,000 SF

### PROJECT VALUE

\$1,092,207

### YEAR COMPLETED

2012

### ANNUAL SAVINGS

Projected: \$59,602  
Achieved: \$66,276

### OWNER'S REPRESENTATIVE

Joshua Clarke, Project Manager  
253.591.5395  
jclarke@cityoftacoma.org

In 2010 McKinstry was selected as the City's energy services partner through a competitive RFP and interview process. As their partner, McKinstry is chartered with identifying energy saving opportunities within the City's existing infrastructure. McKinstry first conducted detailed audits of the City's largest energy consuming facilities, including Tacoma Municipal Complex, Tacoma Dome, Tacoma Convention and Trade Center, Police Fleet Warehouse, and several City-owned parking garages.

The Tacoma Municipal Buildings and City parking garages were identified as a part of the first phase for implementation due to their aging, failing, and inefficient infrastructure. By upgrading equipment and controls strategies, Tacoma could achieve a quick return on investment. This was particularly important because the City had a limited availability of capital dollars to contribute toward needed improvements. With this in mind, McKinstry was able to help Tacoma secure grant funding to offset over half of the project cost.

The Tacoma Municipal Building's rooftop air-handling units were 40 years old and at the end of their useful life. The lighting in the parking garage provided a yellowish, low quality light. The pneumatic heat pump controls did not control most of the heat pumps in the building and the HVAC systems were running 24 hours a day, causing unnecessary energy consumption. To help address these facility challenges, McKinstry replaced the aging and inefficient HVAC equipment, upgraded lighting, re-commissioned facilities, implemented more efficient control strategies. To minimize our impact, McKinstry worked over the weekend, using a 550-ton crane to replace the rooftop units.

This project reduced the building's consumption by over 30%, offsetting the cost of the improvements. Due to the availability of the Washington State Energy Efficiency grants, McKinstry expedited meetings and helped fill gaps to submit a successful grant application to the Washington State Department of Commerce.



# Experience

## Hillsborough County Public Schools TAMPA, FL



Hillsborough County Public Schools, one of the nation's largest public school districts, took control of its facility needs by partnering with Generate Capital to prioritize energy cost savings and conservation to create high-performing learning environments across the District's more than 250 schools and 220,000 students. Generate entered an Energy as a Service agreement with HCPS, infusing the District with a comprehensive funding mechanism and tasking McKinstry to perform energy design, build, operations and maintenance across the District. The partnership's approach transformed HCPS operations through continuous facility retrofits that deliver better indoor air quality, lighting and overall comfort.

### DELIVERY METHOD

Energy As A Service

### PROJECT FUNDING

Energy As A Service  
Utility rebates & incentives

### PROJECT SIZE

270+ schools  
29M SF

### PROJECT VALUE

Confidential

### YEAR COMPLETED

Phases completed in 2023; other phases still in progress

### ANNUAL SAVINGS

Construction still in progress, but for completed stadium lighting:  
Projected: \$3,489,327  
Achieved: \$3,516,765

### OWNER'S REPRESENTATIVE

Lauren C. Otero, CMAA  
General Manager, Construction  
813.273.7057  
lauren.otero@hcps.net

Specific program goals include:

- Reduce energy use and overall operations and maintenance cost by 20%
- Provide a comfortable, clean and safe learning environment for students and faculty.
- Create a culture of environmental stewardship across the District.
- Utilize recognized global best practices in energy conservation, efficiency and optimization.

The multi-layered effort is already realizing significant achievements in energy efficiency, cost savings, increased comfort and student engagement. From July 2022 through June 2023, Generate and McKinstry guided HCPS in realizing \$13 million in annual avoided utility costs by reducing electricity use by 118,000 MWh (or 36% of baseline electricity use). Recent projects have also yielded an additional \$9.3 million reduction in annual operating costs. Further benefits to HCPS via the EaaS partnership include:

- 400,000 lighting fixtures upgraded to LED to improve quality of classroom lighting conditions
- (82) football, baseball, softball fields with new LED sports lighting including RGB
- 100% of classroom ventilation performance evaluated to improve indoor air quality (IAQ)
- District-wide event and space scheduling system implemented for ease of control and operation of classroom air conditioning systems with over 18,000 events scheduled per year
- Electrical metering installed throughout all District buildings to provide energy use visibility down to the minute
- 56 ENERGY STAR Certified Schools (schools recognized as being in the top 25th percentile of the nation) and 2022 EPA recognition as an Executive Member with the third largest number of certifications in the nation



# Experience

## City & County of Denver EPC DENVER, CO



### DELIVERY METHOD

Energy Performance Contract

### PROJECT FUNDING

Tax Exempt Lease Purchase  
Local grant  
Utility rebates

### PROJECT SIZE

22 Buildings  
1.9 Million SF

### PROJECT VALUE

Community Solar Garden: \$26M  
Energy Performance Contract: \$17M

### YEAR COMPLETED

2023

### ANNUAL SAVINGS

Projected: \$700,000  
Achieved: \$712,496

### OWNER'S REPRESENTATIVE

Drew Halpern, Project Manager  
443.845.8219  
andrew.halpern@denvergov.org

McKinstry has built a strong relationship with the City and County of Denver that has included the successful completion of a number of energy projects. From helping to develop the City's strategic energy roadmap and 100% renewable energy plans, to commissioning new buildings and finding ways to improve the energy efficiency of existing facilities, these projects drive needed progress to reach Denver's climate goal of reducing greenhouse gas emissions 65% by 2030.

In November 2019, the City and County of Denver competitively selected McKinstry to do an Investment Grade Audit (IGA) through the State of Colorado's Energy Performance Contracting program. The IGA included 22 facilities across 1.9M

square feet within the City – all with higher energy use intensities

(EUIs). The goal of the IGA was to improve energy efficiency, investigate renewable energy opportunities, leverage energy savings to upgrade City facilities, unburden future capital expense requirements amongst the teams within CCD, reduce maintenance challenges, and progress the City's sustainability goals outlined in the 80x50 Climate Action Plan.

As a result of the IGA, McKinstry developed an Energy Performance Contracting project with a total project investment of approximately \$17M with utility savings expected to produce over \$700,000 in cost savings and over 8,100 metric tons of carbon savings for the City each year.

As a parallel effort, the City selected McKinstry as its on-call community solar provider in mid-2020 to improve equity, access, education and accessibility to clean energy across Denver and to further the City's sustainability goals. In November 2021, the first phase of community solar of 4MW was approved by Council to move to construction. Phases 2 and 3 are currently under development with a maximum contract total of up to 15MW over a 5-year term.

### Project Highlights:

- Commissioned 61 buildings
- Consulting on the City's strategic energy plan
- Consulting on the City's 100% renewable energy plan
- Performing investment grade audits at 22 facilities
- Up to 15MW in development of community solar

# Experience

## City of Phoenix Convention Center PHOENIX, AZ



### DELIVERY METHOD

Design/Build

### PROJECT FUNDING

Capital budget  
Utility rebates

### PROJECT SIZE

2 Buildings  
1.8 Million SF

### PROJECT VALUE

\$7,000,000

### YEAR COMPLETED

2020

### ANNUAL SAVINGS

Projected: \$506,600  
Acheived: \$592,376

### OWNER'S REPRESENTATIVE

Duane Rendon, Facilities Project  
Manager  
602.679.8158  
duane.rendon@phoenix.gov

The City of Phoenix has partnered with McKinstry on multiple projects since 2015 and again chose McKinstry to overhaul a highly complicated and physically challenging lighting system to drive significant cost and energy use reductions at the Phoenix Convention Center.

McKinstry's work included the documentation of existing conditions, design and engineering of lighting products and sophisticated lighting control system, guaranteed energy savings calculations, and guaranteed maximum cost development. Approximately 1.8 million sf. and 15,000+ lighting fixtures/lamps were surveyed and documented with retrofit recommendations provided for each fixture type. The existing fixtures/lamps were replaced with energy saving LED fixtures/ lamps.

McKinstry also performed a comprehensive review of lighting control systems currently available to meet the unique needs of PCC. This evaluation resulted in the selection of a customized, front-end lighting system which will give PCC the ability to control the schedules of the lighting systems in each networked space, dim and turn on/ off individual light fixtures remotely, white-tunability, and energy monitoring.

In all, this project will improve functionality and lighting quality, while producing over \$590,000 in operating savings for the City of Phoenix.



# STAFF REPORT

Department: Public Works  
Submitted By: Dennis Roland  
Meeting Date: August 26, 2024

## AGENDA ITEM:

### Fiscal Year 2025 Task Order Funding Award: On-Call Storm Pipe Cleaning Services to Southern Hydro Vac

*Consideration of approval to award funds in an amount not to exceed \$200,000 to Southern Hydro Vac for storm pipe cleaning services pursuant to the April 1, 2020, On-Call Storm Pipe Cleaning Contract by and between Southern Hydro Vac and the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Approve the award of funds in an amount not to exceed \$200,000 to Southern Hydro Vac for on-call storm pipe cleaning services pursuant to the April 1, 2020, On-Call Storm Pipe Cleaning Contract by and between Southern Hydro Vac and the City of Alpharetta, and authorize the Mayor to execute all necessary documents.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** YES

**FISCAL IMPACT:** YES

**INCLUDED IN CURRENT FY CPTL BUDGET:** YES

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:** \$200,000.00

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                       | <u>DOLLAR AMOUNT</u> |
|---------------------------------------------------|----------------------|
| SW Pipe and Structure R&M / 30241100-541430-C1308 | \$200,000            |

### EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

This request is for approval to award funds in an amount not to exceed \$200,000 to Southern Hydro Vac for storm pipe cleaning services pursuant to the existing On-Call Storm Pipe Cleaning Contract with Southern Hydro Vac.

On-call storm pipe cleaning services are needed to supplement City resources in providing quick and proactive storm pipe flushing to prevent flooding and possible damage to property in the event of a clogged storm pipe during storm events.

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

Southern Hydro Vac was awarded the On-Call Storm Pipe Cleaning Contract through a competitive Request for Proposals process (RFP 20-118) and was the highest scoring vendor including the most cost competitive.

The task order funding for FY 2025 totals \$200,000 and is forecast to cover the following scopes:

- Cleaning of approximately 40 storm lines equal to 3,545 linear feet.



- Cleaning of approximately 40 headwalls.
- Maintenance and cleaning of stormceptors, and all other stormwater proprietary devices related to the treatment of stormwater required annually will also be completed with the funding requested.
- All remaining funding from the requested amount will be utilized to clean box culverts and utilized for emergency situations to prevent damage to property in case of clogged storm pipes or structures.

Southern Hydro Vac has provided on-call storm pipe cleaning services for the City of Alpharetta throughout the 5-year contract without issue. City Staff is confident if funding is approved, Southern Hydro Vac will complete the requested work in a professional and timely manner.

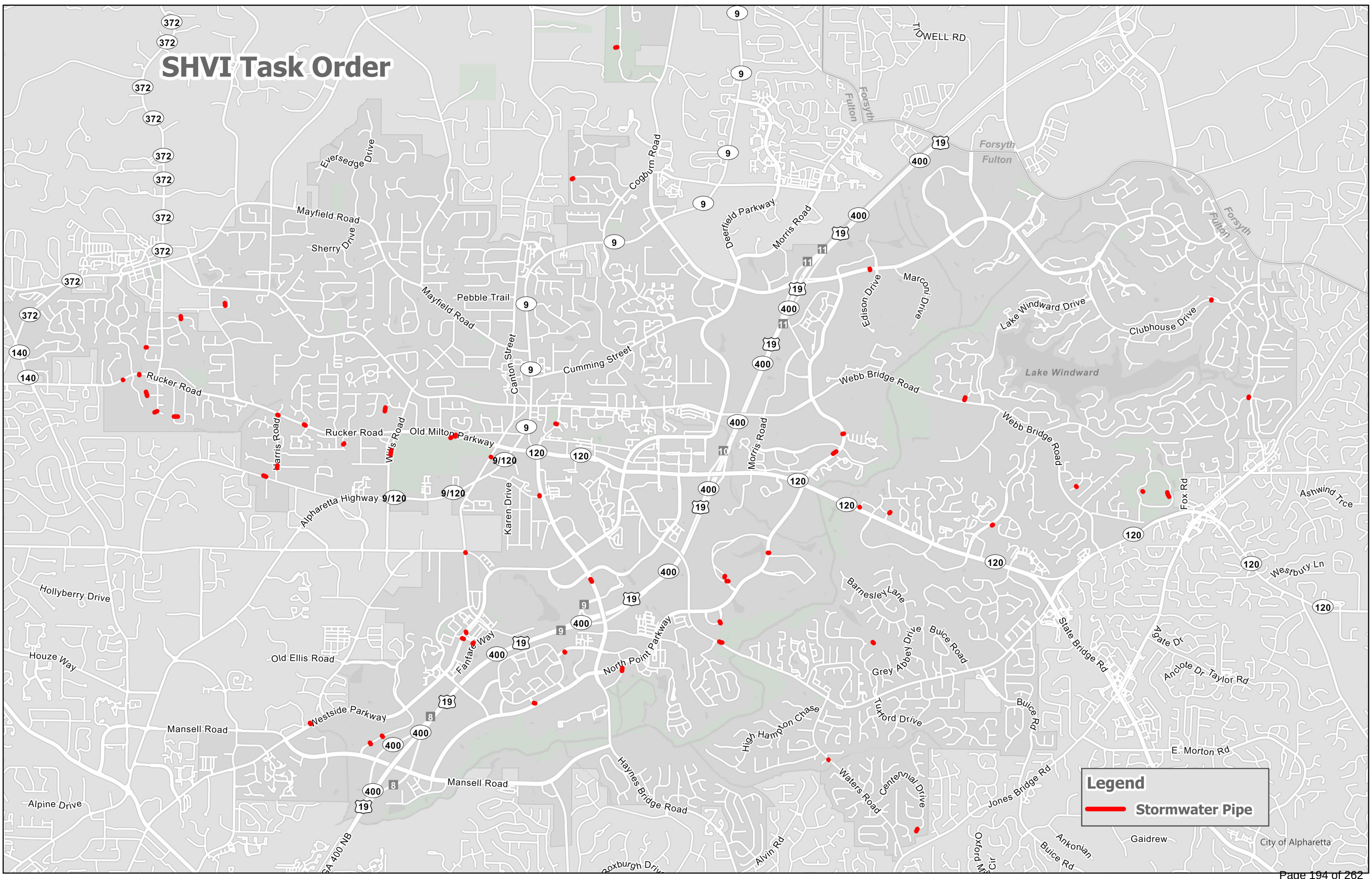
|                      |
|----------------------|
| <b>ALTERNATIVES:</b> |
|----------------------|

Do not approve funding and approve a different dollar amount.

|                     |
|---------------------|
| <b>ATTACHMENTS:</b> |
|---------------------|

1. Pipe Cleaning Task Order Map
2. Task Order Work Orders
3. Headwall Clean Task Order
4. 20-118 Southern Hydro Vac Contract

# SHVI Task Order



**Legend**

 **Stormwater Pipe**



SHVI Task order

| WO#          | Location                            | Type of work | Traffic control | Remote Pipe | Notes                                           | Size (IN) | Length(FT)     | Asset ID | Headwall  |
|--------------|-------------------------------------|--------------|-----------------|-------------|-------------------------------------------------|-----------|----------------|----------|-----------|
| 123021       | Waters rd @ 3700 Shiraz lane        | Pipe flush   | Yes             | No          | Will meet crew on site                          | 18        | 16             | 46255    | 2         |
| 124190       | 11417 Haynes Bridge rd              | Pipe flush   | Yes             | No          | Will meet crew on site                          | 18        | 100            | 36674    | 0         |
| 125941       | North Point Court across from mall  | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 30             | 35066    | 1         |
| 144813       | Royal Blvd south                    | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 24        | 69             | 36060    | 1         |
| 144814       | Rucker rd                           | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 9              | 49198    | 1         |
| 146354       | Park Bridge Parkway @ FS 84         | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 54        | 92             | 39780    | 1         |
| 150601       | 223 Mossy Place                     | Pipe flush   | No              | Yes         |                                                 | 24        | 98             | 30017    | 1         |
| 150769       | Windward Parkway before Edison Dr   | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 61             | 35243    | 1         |
| 124863       | 315 Eddystone Point                 | Pipe flush   | No              | Yes         |                                                 | 18        | 50             | 37648    | 1         |
| 125578       | North Point Parkway                 | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 49             | 35483    | 0         |
| 125582       | North Point Parkway                 | Pipe flush   | Yes             | No          | Will meet crew on site                          | 18        | 140            | 35733    | 0         |
| 125770       | Great Oaks way                      | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 40             | 36026    | 1         |
| 125772       | Great Oaks way                      | Pipe flush   | Yes             | Yes         | Will meet crew on site                          | 18        | 62             | 36033    | 1         |
| 125902       | Cotton Mill Place                   | Pipe flush   | No              | Yes         | Will meet crew on site                          | 18        | 48             | 33716    | 1         |
| 125939       | 6499 North Point Parkway            | Pipe flush   | Yes             | No          | Will meet crew on site                          | 18        | 51             | 36476    | 0         |
| 125956       | 345 Jenny Lind Lane                 | Pipe flush   | No              | Yes         |                                                 | 18        | 103            | 45727    | 1         |
| 135925       | 0 Beragio Place                     | Pipe flush   | No              | No          |                                                 | 42        | 31             | 43848    | 1         |
| 136748       | 12040 Wallace Woods Lane            | Pipe flush   | No              | Yes         |                                                 | 30        | 103            | 41066    | 1         |
| 136750       | Marianna Lane                       | Pipe flush   | No              | Yes         |                                                 | 18        | 152            | 41059    | 1         |
| 137225       | 12045 North Hickory Trace           | Pipe flush   | No              | Yes         |                                                 | 18        | 142            | 41026    | 1         |
| 137493       | 4820 Hunters meadow Lane            | Pipe flush   | No              | Yes         |                                                 | 18        | 140            | 31971    | 1         |
| 137645       | 3010 Salisbury drive                | Pipe flush   | No              | Yes         | Double barrel culvert one side full of sediment | 48        | 99             | 31521    | 1         |
| 137781       | Arts summit Road                    | Pipe flush   | Yes             | No          |                                                 | 24        | 45             | 39736    | 0         |
| 137785       | Westside parkway                    | Pipe flush   | Yes             | No          |                                                 | 18        | 45             | 37237    | 0         |
| 137917       | Westside parkway                    | Pipe flush   | Yes             | No          |                                                 | 18        | 59             | 37240    | 0         |
| 137976       | Davis drive                         | Pipe flush   | Yes             | No          |                                                 | 18        | 48             | 44823    | 0         |
| 137978       | Davis drive                         | Pipe flush   | Yes             | No          |                                                 | 18        | 57             | 44836    | 0         |
| 137991       | Westside parkway                    | Pipe flush   | Yes             | No          |                                                 | 24        | 44             | 48453    | 1         |
| 138062       | Harris rd                           | Pipe flush   | Yes             | No          |                                                 | 18        | 41             | 50056    | 0         |
| 138165       | 305 Canberra Way                    | Pipe flush   | No              | No          |                                                 | 18        | 46             | 32301    | 0         |
| 138358       | Haynes Bridge rd @ 66 Brooke street | Pipe flush   | Yes             | No          |                                                 | 18        | 48             | 47294    | 0         |
| 138371       | Haynes Bridge rd @ Devore rd        | Pipe flush   | Yes             | No          |                                                 | 18        | 29             | 44679    | 1         |
| 138502       | Roswell street @ 430 Mayfair court  | Pipe flush   | Yes             | No          |                                                 | 15        | 8              | 47022    | 1         |
| 146530       | 1625 SilverLeaf way                 | Pipe flush   | No              | No          |                                                 | 18        | 27             | 33367    | 0         |
| 146762       | Clubhouse dr @ 0 Lighthouse Pointe  | Pipe flush   | Yes             | No          |                                                 | 18        | 30             | 31330    | 1         |
| 149739       | Southlake dr @ Douglas rd           | Pipe flush   | Yes             | No          |                                                 | 18        | 45             | 34056    | 1         |
| 138329       | Maxwell rd @ Hembree rd             | Pipe flush   | Yes             | No          |                                                 | 18        | 17             | 38996    | 0         |
| 156052       | 1150 Upper Hembree rd               | Pipe flush   | Yes             | Yes         |                                                 | 18        | 122            | 41350    | 1         |
| 156099       | Johnny Herron Way                   | Pipe flush   | No              | Yes         |                                                 | 18        | 68             | 42030    | 1         |
| 156258       | 2408 Traywick Chase                 | Pipe flush   | No              | Yes         |                                                 | 30        | 49             | 33330    | 1         |
| 125674       | Waters Ferry Dr                     | Pipe flush   | No              | No          |                                                 | 24        | 14             | 34262    | 1         |
| 125775       | North Point Parkway                 | Pipe flush   | Yes             | No          |                                                 | 42        | 43             | 47976    | 1         |
| 125967       | Georgia @ 5970 North point parkway  | Pipe flush   | Yes             | Yes         |                                                 | 18        | 108            | 37800    | 0         |
| 125973       | Kimball Bridge rd @ Rock mill park  | Pipe flush   | Yes             | No          |                                                 | 24        | 41             | 47762    | 1         |
| 125974       | Kimball Bridge rd @ Rock mill park  | Pipe flush   | Yes             | No          |                                                 | 24        | 75             | 47760    | 0         |
| 135967       | Rucker rd                           | Pipe flush   | Yes             | No          |                                                 | 18        | 9              | 50138    | 1         |
| 136463       | 7426 Mid Broadwell trace            | Pipe flush   | No              | Yes         |                                                 | 24        | 97             | 30769    | 1         |
| 137223       | Across from 675 Rucker road         | Pipe flush   | Yes             | Yes         |                                                 | 18        | 34             | 41250    | 1         |
| 137374       | 4201 Harris ridge court             | Pipe flush   | No              | Yes         |                                                 | 18        | 95             | 41340    | 1         |
| 137430       | Rucker road                         | Pipe flush   | Yes             | Yes         |                                                 | 18        | 68             | 50048    | 0         |
| 138204       | Old Milton Parkway                  | Pipe flush   | Yes             | No          |                                                 | 18        | 11             | 41678    | 0         |
| 138207       | Old Milton Parkway                  | Pipe flush   | Yes             | No          |                                                 | 18        | 48             | 43270    | 0         |
| 138536       | Wills Park                          | Pipe flush   | Yes             | Yes         |                                                 | 18        | 160            | 46657    | 1         |
| 138542       | Wills Park @ 0 Marietta st          | Pipe flush   | No              | Yes         |                                                 | 18        | 31             | 46787    | 2         |
| 145710       | Webb Bridge Park                    | Pipe flush   | No              | No          |                                                 | 18        | 22             | 41736    | 2         |
| 145881       | Webb Bridge Park                    | Pipe flush   | No              | No          |                                                 | 18        | 94             | 41793    | 0         |
| 145882       | Webb Bridge Park                    | Pipe flush   | No              | No          |                                                 | 18        | 82             | 41789    | 0         |
| Total WO: 57 |                                     |              |                 |             |                                                 |           | Total: 3,545LF |          | Total: 39 |



## SHVI Headwall Clean Task Order

| WorkOrder | Description    | Address                           |
|-----------|----------------|-----------------------------------|
| 137652    | Headwall Clean | Northwinds Parkway                |
| 137778    | Headwall Clean | North Fulton Industrial Boulevard |
| 137889    | Headwall Clean | Westside Parkway                  |
| 137992    | Headwall Clean | Westside Parkway                  |
| 138213    | Headwall Clean | Wills Park                        |
| 138214    | Headwall Clean | Wills Park                        |
| 138218    | Headwall Clean | Wills Road                        |
| 138246    | Headwall Clean | Mansell Road                      |
| 138348    | Headwall Clean | Warsaw Road                       |
| 138361    | Headwall Clean | Karen Drive                       |
| 138363    | Headwall Clean | Karen Drive                       |
| 138372    | Headwall Clean | Haynes Bridge Road                |
| 138374    | Headwall Clean | Haynes Bridge Road                |
| 138409    | Headwall Clean | Upper Hembree Road                |
| 138410    | Headwall Clean | Harris Road                       |
| 138446    | Headwall Clean | Parkcreek Court                   |
| 138543    | Headwall Clean | Wills Park                        |
| 138544    | Headwall Clean | Wills Park                        |
| 144848    | Headwall Clean | Meridian Crossing                 |
| 145709    | Headwall Clean | Wills Park                        |
| 145711    | Headwall Clean | Webb Bridge Park                  |
| 145856    | Headwall Clean | Webb Bridge Park                  |
| 145977    | Headwall Clean | Tidewater Way                     |
| 145987    | Headwall Clean | Windward Parkway                  |
| 145990    | Headwall Clean | Windward Parkway                  |
| 146295    | Headwall Clean | Walnut Creek                      |
| 146333    | Headwall Clean | Graystone Crossing                |
| 146494    | Headwall Clean | Compass Pointe Chase              |
| 146653    | Headwall Clean | Leeward Walk Circle               |
| 146654    | Headwall Clean | Leeward Walk Circle               |
| 146848    | Headwall Clean | Leeward Walk Circle               |
| 146926    | Headwall Clean | Bent Creek Manor                  |
| 146951    | Headwall Clean | Lake Shore Landing                |
| 149185    | Headwall Clean | Douglas Road                      |
| 149229    | Headwall Clean | Douglas Road                      |
| 149714    | Headwall Clean | Landings Cove                     |
| 149752    | Headwall Clean | Gannett Hook                      |
| 149879    | Headwall Clean | Americas Cup Cove                 |
| 150271    | Headwall Clean | Oak Tree Hollow                   |
| Total: 39 |                |                                   |

CONTRACT NAME: ON-CALL STORM PIPE CLEANING  
 CONTRACT NO. 20-118

## CITY OF ALPHARETTA STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective the upon April 1, 2020, by and between Southern Hydro Vac, a Georgia limited liability company with its principal office located at 4028 Lindley Road, Powder Springs, Georgia 30127 (the "Contractor") 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 Proposal dated January 9, 2020 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated February 6, 2020 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the ITB (the "Work") and, in general, include the following: perform field inspections of pre-assigned storm structures and conveyances, identify illicit discharges or illegal connections and create work orders using the City's asset management system (CityWorks) identifying maintenance needed and corrective actions to implement, complete inspection forms pertaining to HVPS facilities, carwashes, autobody repair facilities, municipal facilities, public and private stormwater ponds and BMP's, issue required compliance letters regarding violations noted during inspections, and perform follow-up compliance inspections. Contractor will furnish all labor, materials, and equipment as required to perform the Work.
3. Contract Prices. As finally awarded by the City, the City shall pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.
4. 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 Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta  
 Public Works Department  
 1790 Hembree Road  
 Alpharetta, GA 30009  
 Attn: Jill Bazinet

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's

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invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The Contractor shall not proceed to perform the Work until on or after April 1, 2020, and as requested by task order.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall be set forth in the subject task order. When not set forth in the task order, Contractor shall provide arboricultural services no later than one (1) day following receipt of the task order requesting same. Emergency services shall be commenced within one (1) hour of the request for same.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Term. The Contract is for a term of **Five years, Three months (63)** months commencing **April 1, 2020**, and terminating **June 30, 2025**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default 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 term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

7. Representations and Warranties. Contractor represents and warrants that: (a) Contractor



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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 shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
    - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall 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. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
    - iii. Comprehensive Automobile Liability insurance with minimum combined single

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limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and

continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of

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insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
- 10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
- 11. Subcontractors and Contractor Personnel.
  - (a) No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
  - (b) Subcontractor Requirements. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
  - (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor shall assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
    - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
    - (ii) Disciplinary reasons;
    - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
    - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor shall provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer



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or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City shall have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

12. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
13. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
14. 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.
15. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
  - (a) If to the Contractor, at the following address:  
 Southern Hydro Vac  
 4028 Lindley Road  
 Powder Springs, GA 30127  
 Attention: Alan Kempson, Division Manager
  - (b) If to the City, at the following address:  
 City of Alpharetta  
 Public Works Department  
 1790 Hembree Road  
 Alpharetta, GA 30009  
 Attention: Pete Sewczwicz, Director

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(c) With a copy to:

C. Sam Thomas  
 Alpharetta City Attorney  
 Bovis, Kyle, Burch & Medlin, LLC  
 200 Ashford Center North, Suite 500  
 Atlanta, Georgia 30338-2680

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.
17. Confidential Information.
  - (a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
    - i. The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
    - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
    - iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
    - iv. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
  - (b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary*

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*Data*) hereof, as between the parties, any data supplied to or created by the Contractor shall be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- (d) Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

18. Rights in Proprietary Data; Intellectual Property; Nondisclosure and Confidentiality.

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 shall mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.
- (b) Rights in Data. As between the parties, all Proprietary Data shall be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City shall have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.
- (d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of



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confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information shall be limited to its employees having a need to know. City shall continue to maintain appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

- (e) Limitation. Except as otherwise provided for herein, nothing in this Contract shall be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

19. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

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- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
  - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
  - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
  - iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
  - (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.
20. Miscellaneous.
- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with

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Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term



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commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

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- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed 3/27/2020

**CITY OF ALPHARETTA, GEORGIA**

DocuSigned by:  
*Jim Gilvin*  
By: 2DC5226B0FD44FB...  
Jim Gilvin, Mayor

Approved as to Content:

DocuSigned by:  
*Pete Sewczwicz*  
BB2E6271ED59471

Pete Sewczwicz,  
Director of Public Works

Approved as to form and legal sufficiency:

DocuSigned by:  
*Sam Thomas*  
45E7D1BEB43B492...

C. Sam Thomas, City Attorney

**SOUTHERN HYDRO VAC**

DocuSigned by:  
*Alan Kempson*  
By: 8CEA8CA4D24E400...  
Alan Kempson, Division Manager

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### Exhibit "A,"

**CITY OF ALPHARETTA COST PROPOSAL**  
RFP Number: 20-118  
RFP Title: On-Call Storm Pipe Cleaning



Cost as proposed below will remain in effect through June 30, 2022. See General Terms & Conditions, Sample Contract, RFP Information document, page 2, #4 Contract Term for more information.

Award will consider price, but price will not be the sole, determining factor.

|   |                                                                                                                                                                                               |                    |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1 | Per hour cost for the work (Include all labor, equipment, and materials)                                                                                                                      | \$ 275.00          |
| 2 | Travel time cost per hour                                                                                                                                                                     | \$ No Charge       |
|   | Also include an average travel time expected based on location and trip to Alpharetta:                                                                                                        | 1 hour Travel Time |
| 3 | Minimum service charge (for example, if your company requires a minimum charge per job or a minimum number of hours charged per job)                                                          | \$ NO minimum      |
|   | Explain type of charge, when it's used, etc.:                                                                                                                                                 |                    |
| 4 | Dumping fee                                                                                                                                                                                   | \$ 410.00          |
|   | Include all costs associated with dumping including but not limited to travel time, landfill costs, and health, environment, and safety regulations. Explanation of costs can be added below: |                    |

#### Proposal Price Certification

In compliance with the RFP Scope of Project, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the work upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

|                                                                                                     |                      |                                      |
|-----------------------------------------------------------------------------------------------------|----------------------|--------------------------------------|
| Company Name: Southern Hydro VAC                                                                    |                      |                                      |
| Street: 4028 Lindley Rd.                                                                            | City: Powder Springs | Zip: 30127                           |
| Phone: 770-475-8383                                                                                 | Fax: 770-475-1195    | Email: akempson@southernhydrovac.com |
| Authorized Name & Title: Alan Kempson, Division Manager                                             |                      |                                      |
| I am a legal agent of the above-named company and am fully authorized to sign and bind the company. |                      |                                      |
| Signature:                                                                                          | Date: 2-3-20         |                                      |





# STAFF REPORT

Department: Public Safety  
Submitted By: Stephanie Cochran  
Meeting Date: August 26, 2024

## AGENDA ITEM:

### Purchase Approval: Ten (10) Scott Air-Packs X3 Pro SCBA for Fire Personnel

*Consideration of approval of the purchase of ten (10) Scott Air-Packs X3 Pro SCBA units in an amount not to exceed \$75,930.60 and with authorization for the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Approve the purchase of ten Scott Air-Packs X3 Pro SCBA units in an amount not to exceed \$75,930.60 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:** THE TOTAL COST FOR THIS REQUEST IS \$75,930.60. FUNDING IS PROVIDED THROUGH THE CAPITAL ACCOUNT AND THE GENERAL FUND.

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
| Fire Truck Equipment        | \$75,000.00          |
| Small Equipment             | \$930.60             |

### EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
| .                           | \$0.00               |
| .                           | \$0.00               |

## ITEM DESCRIPTION:

The Fire Department is seeking approval to purchase ten (10) Scott Air-Packs X3 Pro SCBA for the new engines scheduled for delivery in October 2025. This purchase will enhance our fleet by equipping the new engines with the latest technology in self-contained breathing apparatuses (SCBAs).

### Background:

In October 2019, the Fire Department acquired 30 Air-Pak X3 Pro SCBA units. The additional ten air-packs are necessary to replace older models that are no longer covered under our current service contract due to their age. These outdated units will be repurposed for training exercises but will be retired from operational use on fire engines.

### Maintenance and Service:

We maintain a service contract with Municipal Emergency Services (MES) for the annual servicing of our air packs. Under the existing maintenance plan, any repairs are covered at no cost to the City for the Air-Pak X3 Pro models. However, the older models are not included in this plan, meaning any repairs to these units are a direct cost to the City.

**Specifications and Compliance:**

The Scott Air-Pak SCBA is an open-circuit, self-contained breathing apparatus that meets the National Fire Protection Association (NFPA) Standard 1981. This standard ensures that each firefighter on the truck has access to a functional and compliant SCBA, which is crucial to protect users from airborne carcinogens.

**Procurement Details:**

The procurement will be conducted through Sourcewell Contract #010424, which offers a 16% discount off the list price. The air packs, excluding air cylinders, have a list price of \$9,039.36 each (or \$90,393.60 for the 10 units). Under the Sourcewell contract and the 16% discount that is applied, the cost of each is \$7,593.06 (or \$75,930.60 for the 10 units). This purchase method is formally recognized and approved, streamlining the procurement process while ensuring compliance with competitive bidding standards.

**Vendor Information:**

Municipal Emergency Services (MES) is a 3M Scott Safety 5-Star Service Provider, one of the few in the nation and the only one in Georgia. MES provides highly trained certified technicians and offers on-site mobile service, ensuring superior customer support and maintenance for our equipment.

**ALTERNATIVES:**

Council could deny the request to purchase ten (10) air-packs, but then the engines would have older model air-packs that are not under the current maintenance contract.

**ATTACHMENTS:**

1. Municipal Emergency Services Contract 010424
2. SCBA Equip Quote Update-2 7-2024

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2<sup>nd</sup> Floor, Sandy Hook, CT 06482 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Personal Protective Equipment with Related Equipment Cleaning from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**



A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized



subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.



D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

\$1,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.



Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

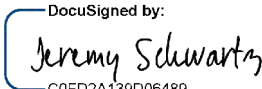
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

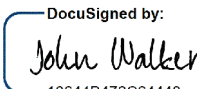
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Municipal Emergency Services

DocuSigned by:  
  
By: C0FD2A139D06489...  
\_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/29/2024 | 6:33 AM CDT

DocuSigned by:  
  
By: 10644B472C64440...  
\_\_\_\_\_  
John Walker  
Title: CFO  
Date: 3/28/2024 | 1:24 PM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln  
2nd Floor  
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

## Submission Details

Created On: Tuesday December 05, 2023 10:08:35

Submitted On: Wednesday January 03, 2024 11:39:54

Submitted By: Chanda Riddick-Yamoah

Email: criddick@mesfire.com

Transaction #: 2515c576-f9a8-4788-ac9d-b7f325ba17f5

Submitter's IP Address: 151.181.51.74

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                              |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                                | Municipal Emergency Services, Inc.                                                                                                      | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | n/a                                                                                                                                     | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | n/a                                                                                                                                     | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                                              | 1XBB1<br>T4MGJ9BU63J6                                                                                                                   | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 12 Turnberry Lane<br>2nd FL<br>Sandy Hook, CT 06482                                                                                     | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | www.mesfire.com                                                                                                                         | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | John Walker<br>CFO<br>jwalker@mesfire.com<br>203-304-4102                                                                               | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Chanda Riddick-Yamoah<br>Contracts Manager<br>12 Turnberry Lane, 2nd FL<br>Sandy Hook, CT 06482<br>criddick@mesfire.com<br>203-304-4132 | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | n/a                                                                                                                                     |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Municipal Emergency Services, Inc. is a national full-line first responder and public safety distributor in the US. We also offer the purchase, service, and installation of specific products throughout Canada. We stock and distribute over 100,000 products from over 4,000 manufacturers. We currently have over 200 outside sales representatives, 150 mobile technicians, as well as dedicated inside sales staff and customer service representatives, 18 warehouse locations across the United States and Canada, and 25 regional offices providing our customers with excellent customer service and support. Our field technicians are professionally trained and have earned certifications to service specialized equipment. MES also offers service rates and custom services to meet our customer's needs and requirements.</p> <p>MES is a financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>In 2012 MES acquired Lawmen Supply. This merger gave the company the unique ability to serve all first responders and public safety officials on a national level. MES annual sales are more than \$300MM and most of our sales are for fulfillment of contracts and purchases to local, state, and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions helps us to provide superior products and customer service to the Fire Service, Law Enforcement, and all public safety departments on a national level as no other sales and service distributor can do.</p> <p>MES is financially stable company with an excellent reputation with our customers and vendors. MES is a distinctive brand due to our national and Canadian reach, size, number of support channels, service technicians and strategically aligned regional offices and warehouses for turnkey operations. Our sales representatives are knowledgeable and trained on the equipment we offer. Our sales representatives are knowledgeable and trained on the equipment we offer. Our workforce includes former fire chiefs, firemen, and police officers who have a working knowledge of our products and are able to address concerns and share knowledge regarding the leading products offered by MES.</p> <p>Our numerous awards and expanding customer base indicates a successful track record and continuous trust within the industry. An award with Sourcewell will assist us to reach new markets and customers. We will also be able to increase the number of services and products offered to our customers who are familiar with Sourcewell for their procurement needs.</p> | * |
| 11 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | In the event of an award, MES expectations are to continue with our year over year growth with our updated contract. Our expectations include a successful launch and communication with our sales teams to inform our customers of our updated contract. Our customers will be informed of the new contract and our commitment to offer product and solutions to meet their needs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Attached are our financial statement and letter of reference from our bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 13 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 30%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | .05%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Municipal Emergency Services, Inc. is a distributor. As a distributor of first responder and public safety equipment, MES has the authorization from the vendors are provided in this quote to sale, service, and/or install the equipment purchased for the Sourcewell membership with the exception of a few areas due to regional restrictions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |

|    |                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.     | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 18 | Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI). | MES ensures the vendors selected for our customer's comply to the NFPA standards and regulations for their products, materials, and service. We require submission of testing reports, material analyses, and examination reports if applicable. MES examines the submitted data prior to offering the products or services to our customers. We also ensure annual recertifications are completed and submitted to ensure compliance. |   |
| 19 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                    | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                       |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 20        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | MES has received multiple awards from our vendors to recognize us an industry leader or a partner within the industry. Our awards include platinum and diamond recognition as leading partners as well as multiple Best of Show awards as participants in national and regional fire shows and conferences. Please see attached. | * |
| 21        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | 95%. MES supports and supplies local, county, city and state government agencies which comprises the majority of all sales.                                                                                                                                                                                                      | * |
| 22        | What percentage of your sales are to the education sector in the past three years                                                                                              | 2%. MES supports and supplies several university and colleges throughout the nation. This sector comprises a small amount of sales but has seen growth over the last three years.                                                                                                                                                | * |
| 23        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | NPP - \$18,000,000<br>HGAC - \$20,500,000<br>LA COUNTY FIRE - \$6,316,000<br>STATE OF PA - \$40,000,000                                                                                                                                                                                                                          | * |
| 24        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA \$21,000,000                                                                                                                                                                                                                                                                                                                 | * |

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *                         | Contact Name *                                                             | Phone Number * |   |
|---------------------------------------|----------------------------------------------------------------------------|----------------|---|
| City of Aurora                        | Mathew Wasserburger, Assistant Director-Fire Management Services Divisions | 303-739-7332   | * |
| West Metro Fire and Rescue            | Fire Chief Don Lombardi                                                    | 303-989-4307   | * |
| Sacramento Metropolitan Fire District | Robert Sestito<br>Safety Specialist - Training Division                    | 916-859-4393   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 26.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name            | Entity Type * | State / Province * | Scope of Work *                       | Size of Transactions * | Dollar Volume Past Three Years * |   |
|------------------------|---------------|--------------------|---------------------------------------|------------------------|----------------------------------|---|
| Miami Dade Fire Rescue | Government    | Florida - FL       | Firefighting PPE & Cleaning Equipment | \$82,563               | \$6,902,498                      | * |
| San Diego Fire         | Government    | California - CA    | Firefighting PPE & Cleaning Equipment | \$52,687               | \$6,885,593                      | * |
| LA County Fire         | Government    | California - CA    | Firefighting PPE & Cleaning Equipment | \$48,921               | \$6,315,636                      | * |
| Sacramento Metro Fire  | Government    | California - CA    | Firefighting PPE & Cleaning Equipment | \$48,982               | 6,336,685                        | * |
| Houston Fire           | Government    | Texas - TX         | Firefighting PPE & Cleaning Equipment | \$37,860               | 6,117,056                        | * |



**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                           | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27        | Sales force.                                                                                                                                                                                                                                                                                                                                       | MES has increased our sales force to 200 Sales Representatives. Our Sales force is growing to support our expanding customer base. The trust and reliance from our customers to supply top quality products and service continues to have fueled our year over year growth. In addition, we have an internal sales team which works closely with our Sales Representatives to maximize customer support and feedback regarding our products and delivery. Our turnkey support team also includes regional office support throughout the US to address customer inquiries and respond to order requests effectually and quickly. |
| 28        | Dealer network or other distribution methods.                                                                                                                                                                                                                                                                                                      | MES is the distributor/dealer for the products listed in this bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 29        | Service force.                                                                                                                                                                                                                                                                                                                                     | MES has increased our service support from slightly under 100 in 2019 to 134 service technicians. Our service technicians are equipped with mobile vans, tools, and manufacturer certifications to address customer needs and requests.                                                                                                                                                                                                                                                                                                                                                                                         |
| 30        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.                                                                                                                                                                                              | Orders are handled by our sales representatives and our internal customer service teams. Our Sales Representative or customer service reps will receive a PO from our customers. The CSR will then review the order to ensure pricing reflects the Sourcewell member number and correct discount offered. Once review is completed, the CSR contacts our vendor or checks our warehouses to locate the product ordered and deliver as per the lead-time requested.                                                                                                                                                              |
| 31        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | Our customer service teams and office support staff has expanded to over 130 skilled and trained teams strategically located at our regional offices throughout the US. Our response time to inquiries are same day or within 24 hours. Our customer service teams are responsible for order placing, job scheduling, and follow-up.                                                                                                                                                                                                                                                                                            |
| 32        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | MES performs training classes and provide updates to our Sales teams via internal newsletters or quarterly correspondence on Sourcewell updates and tips. This equips our teams to identify new members or grow established members product supply of our equipment.                                                                                                                                                                                                                                                                                                                                                            |
| 33        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | MES has established a regional office in the Quebec territory of Canada. Our plans include supporting this area as well as neighboring cities for specific products. As our sales grow in this area, MES will identify additional products to offer in Canada. Our support and products are limited to the east of Canada excluding Vancouver and other western provinces.                                                                                                                                                                                                                                                      |
| 34        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | In the US, we are unable to fully service NH, Maine, and Wisconsin. In Canada, we are unable to fully service Vancouver and other western provinces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 35        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | MES has a nationwide presence and coverage with a sales force across the US that our strategically located to support request from government, non-profit, or educational entities.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 36        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | Shipping or freight cost for large or heavy items will require a quote for transportation cost. MES will provide an equitable shipping cost for the customer to review that will meet their expectations and lead-time. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.                                                                                                                                                                                                                                                                                                      |

**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 37        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Our marketing strategy includes internal and external training classes for our sales teams and customers. We also use literature to describe the process and product offering. We identify and include contract tips in internal newsletters and company wide communication. We also market additional products to our customers of accessories or other materials listed on our contracts during the purchase of materials from our customers.                               |
| 38        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | MES utilizes Facebook, Twitter, Youtube, Instagram, and LinkedIn to increase our brand awareness. We also interface with potential customers and clients using these platforms and showcase customer testimonials.                                                                                                                                                                                                                                                            |
| 39        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | We value Sourcewell's role in promoting our contracts on the portal and with members searching for particular products. In the past, we have seen that Sourcewell's familiarity with our products frequently provides leads and customer's to our page to make contact for more information.                                                                                                                                                                                  |
| 40        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | E-procurement can be used using our website (www.mesfire.com). Customers are able to register a username and password on this website. Once this is completed, users can research products by vendor name, brand, or commodity. Items selected are placed in a basket. Once all items are selected, users can pay online using a credit card. If more information is needed, customers can print their items for purchase and request a sales representative to contact them. |

**Table 8: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                                                                | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 41        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | MES offers SCBA training, annual testing, and service maintenance for this product. In addition, we offer new certification packs. If customers do ask or require training on any of our products, MES is able to provide this at most times with little or no additional costs.                                                                                                                                                                                                                                                                                                         | * |
| 42        | Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.                                                                                                                                                            | MES provides SOS stores which are signature online stores which are used for customers who are interested in providing a portal for jurisdictions, departments, or towns to purchase specific product online.                                                                                                                                                                                                                                                                                                                                                                            | * |
| 43        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 44        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 45        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 46        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                    | MES offers the largest and competitive pricing for first responder equipment and materials. Due to our commitment to safety and quality, our sales team consist of current or form fire fighter professionals or police officials. We offer solutions and services that can come directly to the customer with our trained and certified technicians across the nation and in Canada. This experience and service is unique to MES and has been an attribute that keep customers returning for more product due to their positive purchasing experience and trust in materials with MES. | * |

**Table 9A: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                       |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 47        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | Due to the expanse of our product offerings, our warranties offer numerous product specific assurances for the products purchased by our customers. Typically, our warranties offer a common coverage against manufacturer defects and product performance up to 12 months. The warranties also cover parts and labor within the specified time of coverage.     | * |
| 48        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | The majority of the warranties for the manufacturers listed in this bid provides industry standard coverage as part of our vetting process when working with vendor base. We work closely with each manufacturer to work through any warranty issues with our customers.                                                                                         | * |
| 49        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | Most of our warranties do not cover transportation cost or mileage unless there is a gross malfunction or failure of the product purchased. In these instances, we work with the customer directly to ensure MES can rectify the situation.                                                                                                                      | * |
| 50        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | MES does not have any regional technicians located in New Hampshire, Maine or Vermont. We also do not have technicians in Vancouver, Canada or other western provinces. If a customer has a need in these areas, we would offer a solution and the additional cost needed for transportation and other travel cost for the staff needed for training or testing. | * |
| 51        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | MES will perform the warranty service as an authorized repair center unless the OEM has specified in the warranty to return the product or products to the OEM's location for repair.                                                                                                                                                                            | * |
| 52        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | Goods received damaged or defection will be repaired or replaced based on the guidelines and terms of the warranty.                                                                                                                                                                                                                                              | * |
| 53        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | Service contract options for MES includes annual testing, repairs, and 3M Scott Safety repairs and service.                                                                                                                                                                                                                                                      | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                 | Response *                                                                                                                                                                                                                                               |   |
|-----------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 54        | Describe any performance standards or guarantees that apply to your services                             | MES offers best in class service and guarantee of all service work which is supported by a warranty of the service completed.                                                                                                                            | * |
| 55        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | MES tracks the number of service calls and the type of repair work completed to offer feedback and internal analyses of products and services. Metrics and KPI's not meeting our internal targets are reviewed with our vendors to address improvements. | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 56        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                | MES has standard payment terms of Net 30. We also accept payment via credit card for payments under \$10,000.                                             | * |
| 57        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | Yes. Leasing is available with Community Leasing Partners. For turnout gear, leasing is available through Gear Wash.                                      | * |
| 58        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | MES will use quotes, purchase orders, and invoices as standard transactions in connection to these products if awarded a contract. Examples are attached. | * |
| 59        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                               | MES accepts the p-card procurement for payment. We do not request fees or additional costs for using this method.                                         | * |



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 60        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 61        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                | MES will provide a discount off of the vendor MSRP sheet as the Sourcwell proposed bid price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 62        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                  | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 63        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                          | For open market requested items or items not on contract, MES will provide a quote reflecting the best price offered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 64        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 65        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                       | Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.                                                                                                                                                                                                                                                                                                                                                                                                |
| 66        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                       | Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.                                                                                                                                                             |
| 67        | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                 | MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements. |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------|
| 68        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 69        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | MES utilizes tools such as report analysis and quarterly reviews to self-audit by our Accounting and Contracts Department. Reports are analyzed to make sure vendors listed and products purchased are on contract and listed on the correct agreements. In addition to the reports, internally our software for ordering has checks and balances that our Sales Rep must select before a sales order or quote can be approved. |
| 70        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | Internally we track quarterly growth and sales compared to the previous year. We also review the top products purchased to identify accessories or services which could help grow the business.                                                                                                                                                                                                                                 |
| 71        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | MES proposes to continue our 1% quarterly fee for all sales if awarded the contract.                                                                                                                                                                                                                                                                                                                                            |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 72        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | MES believes in providing top rated and high quality products in this category. Our vendors and the products are researched to provide the best in attributes such as quality, performance, warranty, and responsiveness. When supplying products and services in structural firefighter equipment or eyewear, the expectation remains the similar across all categories.<br><br>Vendors offered for turnout gear and protective gear<br>Hazmat Gear<br>Cleaning services                                                                                                                                                       |
| 73        | Describe available options for customization of the products and/or equipment offered in your proposal.                                  | MES offers a full range of options from various manufacturers listed to customize items within the extent that certifications will allow. We offer customizable solutions for turnout or hazmat gear that range from sizing to protection. Also, please note the following: Firefighting PPE is available for customization- Lettering, sizing, and full PPE packages.                                                                                                                                                                                                                                                          |
| 74        | Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable. | Once an order is received requiring this service, our customer service will call the customer to set-up a day for sizing and fitting based on the customer's availability. Our Sales Rep and other employees will come to the customer's location(s) to service the number of employees indicated on the purchase order. The Sales Rep will submit the fitting information to our internal team who will begin work on the items to deliver by the customer's deadline. If additional modifications are needed after delivery, MES is able to accommodate the requested changes quickly to not delay availability of equipment. |
| 75        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type                                                          | Offered *                                                        | Comments                                                                                                                                                                                                                                                                                                  |
|-----------|---------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 76        | Protective Clothing                                                       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | MES offers this product with the purpose to protect firefighters from radiant and thermal exposure, punctures and other hazards while providing protection, safety, and comfort. We have a variety of vendors our customers are able to use.                                                              |
| 77        | Helmets and related accessories                                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | MES offers helmets and other accessories for fire protection such as shields and other required NFPA accessories. We ensure that minimum standards are met such as retention systems, absorption, reflective trim and ear covers.                                                                         |
| 78        | Other related equipment and accessories                                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | MES offers fire blankets, heat detectors, and suppression equipment.                                                                                                                                                                                                                                      |
| 79        | Firefighting apparel and station-wear                                     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our station wear includes shirts and pants that can be made of fire resistant materials if required. We are also able to customize and offer a variety of colors.                                                                                                                                         |
| 80        | Extractors, laundry machines, mechanical dryers, drying and storing racks | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | MES is aware of fire contaminants that can expose firefighters to harmful materials. We offer equipment that specializes in cleaning turnout gear and other equipment with exceptional, professional care.                                                                                                |
| 81        | Cleaning and decontamination service and maintenance                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our vendors offer all levels of decon services and strategies that include wash of gear and equipment, personal wash and wipes, and air decontamination for effective results.                                                                                                                            |
| 82        | Firefighting PPE cleaning supplies                                        | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our vendors in this category offer effective and robust cleaning solutions. Our major focus is to ensure that soiled areas are cleaned and uncontaminated after use.                                                                                                                                      |
| 83        | Cleaning equipment for other firefighting equipment and tools             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Our vendors also provide equipment for proper storage based on NFPA standards and the cleaning supplies to be used after use.                                                                                                                                                                             |
| 84        | Services Related to the equipment described above                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Services related to the equipment described are listed below. Also, MES is able to offer customizable solutions. By contacting our Sales Rep and providing information on the needs and requirements, in most cases, we are able to offer a quote offering a plan to address our customer's requirements. |

#### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

#### Documents

##### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - MES Sourcewell 010424 Vendor Pricing.zip - Wednesday January 03, 2024 11:32:34
- [Financial Strength and Stability](#) - Financial Statements.zip - Monday January 01, 2024 15:47:44
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - QT1730512.FIREDEX.pdf - Tuesday January 02, 2024 14:08:12
- [Requested Exceptions](#) - MES Insurance Exceptions.pdf - Monday January 01, 2024 17:15:56
- [Upload Additional Document](#) - MES Documents 010424.zip - Tuesday January 02, 2024 14:25:24



**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Walker, CFO, Municipal Emergency Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name                                                                                              | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424<br>Fri December 15 2023 12:51 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424<br>Thu December 14 2023 01:51 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424<br>Mon December 4 2023 04:00 PM  | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424<br>Thu November 30 2023 10:28 AM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424<br>Thu November 9 2023 04:34 PM  | <input checked="" type="checkbox"/>                                | 1     |



(877) 637-3473

## Quote

**Quote #** QT1836178  
**Date** 07/10/2024  
**Expires** 07/25/2024  
**Sales Rep** Adams, Jeremy L  
**Shipping Method** FedEx Ground  
**Customer** ALPHARETTA FIRE DEPT  
**Customer #** C37739

### Bill To

Andy Wheeler  
Alpharetta Department of Public Safety  
2565 OLD MILTON PKWY  
ALPHARETTA GA 30009-2100  
United States

### Ship To

Andy Wheeler  
Alpharetta Department of Public Safety  
2565 OLD MILTON PKWY  
ALPHARETTA GA 30009-2100  
United States

| Item           | Alt. Item # | Units | Description                                                                                                                                                                                                                                                                                                               | QTY | Unit Price | Amount      |
|----------------|-------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| X8814021305304 |             |       | Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black) | 10  | \$7,593.06 | \$75,930.60 |

\*Sourcewell Contract #010424\*

|                      |             |
|----------------------|-------------|
| <b>Subtotal</b>      | \$75,930.60 |
| <b>Shipping Cost</b> | \$0.00      |
| <b>Tax Total</b>     | \$0.00      |
| <b>Total</b>         | \$75,930.60 |

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1836178





# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: August 26, 2024

## AGENDA ITEM:

**Text Amendments: The Code of the City of Alpharetta - Alcohol Ordinance**

### **SECOND READING**

***The first reading of this item occurred during the August 19, 2024 City Council Meeting and Public Hearing.***

*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:**

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

## EXTERNAL FUNDING SOURCES:

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

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.

The first reading of this ordinance occurred during the August 19, 2024 City Council meeting, and there have been no changes to the ordinance since the first reading.

**ALTERNATIVES:**

Do not adopt an ordinance to amend the city's alcohol ordinance and suggest other amendments.

**ATTACHMENTS:**

1. Ordinance : Alcohol Ordinance Text Amendments



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.~~
- ~~(i) 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:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
Molly Esswein, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_



# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: August 26, 2024

## AGENDA ITEM:

Text Amendments: City Code of the City of Alpharetta - Legal Organ

### SECOND READING

*The first reading of this item occurred during the August 19, 2024 City Council meeting and public hearing.*

*Consideration 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:

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

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

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.

The first reading of this ordinance occurred during the August 19, 2024 City Council meeting, and there have been no changes to the ordinance since the first reading.



**ALTERNATIVES:**

Do not approve the ordinance and select another newspaper for legal advertising services.

**ATTACHMENTS:**

1. Ordinance Amending the Designated Legal Organ



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 Review 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:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
Molly Esswein, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_