



CITY COUNCIL MEETING & PUBLIC HEARING OCTOBER 28, 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. **WORK SESSION ITEMS**
 - A. **Public Safety Department: Electric Vehicles**
Review and Council discussion of the purchase of four electric vehicles for public safety patrol and administration employees. This item is for work session discussion purposes only.
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 10/21/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of October 21, 2024.
6. **PUBLIC HEARING**
 - A. **Announcement of Public Hearing Procedures**
 - B. **CU-24-13 The Tox/210 South Main Street**
Consideration of a conditional use to allow 'Massage Therapy' for The Tox in an existing building in the Downtown. The Tox provides lymphatic drainage massage services. The property is located at 210 South Main Street, Suite D and is legally described as being located in Land Lots 694, 695 & 696, 1st District, 2nd Section, Fulton County, Georgia.
 - C. **E-24-06 Greco/1530 Stelton Way Backyard Chickens**
Consideration of an exception to allow backyard chickens on a 0.47-acre residential property and a chicken coop with a side setback of approximately 13'. Unified Development Code (UDC) Subsection 2.3.3(C)(9) Accessory Uses and Structures, Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts requires that backyard chickens be located on a minimum 1-acre residential property with associated structures having a minimum setback of 25' from the side and rear property lines. The property is located at 1530 Stelton Way and is legally described as being located in Land Lot 1201, 2nd District, 2nd Section, Fulton County, Georgia.
 - D. **PH-24-18 Unified Development Code (UDC) Text Amendments – Signs**
DEFERRED: This item has been deferred by staff and will not be heard or considered during this meeting.
Consideration of text amendments to Section 2.6 of the Unified Development Code (UDC) to amend regulations pertaining to Signs.
7. **NEW BUSINESS**
 - A. **Change Order to Request For Proposals 23-117: Jericho Design Group, LLC for Fire Station 81**
Consideration of approval of Change Order 1 associated with Request for Proposals (RFP) 23-117 to Jericho Design Group, LLC, Inc. for an amount totaling \$243,420 for the development of construction plans for improvements to Fire Station 81 and with authorization for the Mayor to execute all necessary documents.
 - B. **Request For Proposals 25-102: Downtown Winter Holiday Decor**
Consideration of approval of the award of request for proposals 25-102 and a contract with Universal

Concepts for a 5-year service contract to provide comprehensive seasonal winter holiday decor, and with authorization for the Mayor to execute all necessary documents.

C. Invitation to Bid 24-014: Encore Greenway and Gateway Construction

Consideration of approval of the award of a contract for ITB 24-014 to Georgia Infrastructure Solutions for the construction of Encore Greenway Park and Gateway for an amount not to exceed \$9,148,000.00, and with authorization for the Mayor to execute all necessary documents.

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



STAFF REPORT

Department: Public Safety
Submitted By: John Robison
Meeting Date: October 28, 2024

AGENDA ITEM:

Public Safety Department: Electric Vehicles

Review and Council discussion of the purchase of four electric vehicles for public safety patrol and administration employees. This item is for work session discussion purposes only.

STAFF RECOMMENDATION:

This item is for work session discussion purposes only.

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: COST

BREAKDOWN: \$349,910.70

- THE TOTAL COST FOR THE FOUR (4) TESLAS WITH UPFITTING (BY A COMPANY CALLED UP.FIT) IS \$336,004.00. (\$306,004.00 AFTER FEDERAL TAX CREDIT)
- THE COST FOR CHARGING INFRASTRUCTURE IS \$13,906.70
- FUNDING FOR PURCHASING THESE VEHICLES (INCLUDING UPFITTING) WOULD BE PROVIDED THROUGH THE PS FY25 FLEET REPLACEMENT ACCOUNT.

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 for discussion of Public Safety purchasing four (4) 2024 Tesla Model Y electric vehicles for patrol and administration employees. These vehicles would replace older fleet vehicles and would be upfit for police use. Currently, Alpharetta Public Safety does not have any electric vehicles in its fleet.

Background Information:

- The Tesla Model Y is the best-selling car in the world and 2nd best-selling in the United States.
- Tesla cars and the aftermarket equipment to upfit them are immediately available in contrast to legacy car manufacturers and parts vendors.

- Electric Vehicles (EVs) have traditionally been more expensive than Internal Combustion Engine (ICE) vehicles, however, the economy of scale and demand Tesla has created have brought the purchasing price in line with other similarly equipped vehicles.
- Consumer Reports recently identified Tesla as the cheapest vehicle to maintain over 10 years, with an average cost of \$4,035 over that span.
- Tesla requires minimal maintenance compared to ICE vehicles.
- The Tesla Model Y is an Insurance Institute for Highway Safety (IIHS) top safety pick, has an National Highway Traffic Safety Administration (NHTSA) 5-star safety rating, and has the lowest rollover risk of any SUV recorded to date by the NHTSA.
- Police cars are often required to run all day, burning fuel to keep sensitive electronic equipment functioning. A Tesla will keep the same equipment functioning with lower energy costs and no emissions.

UP.FIT Next-Gen Patrol Vehicle Information:

- UP.FIT is an "unplugged performance company" that specializes in engineering high-level police and vehicles components, and manufacturing turnkey fleet and police vehicles, with custom-engineered components, upgrades, and enhancements designed to adhere to the highest standards and quality.
- UP.FIT vehicles are designed to cater to needs of first responders, while also respecting the Tesla vehicle architecture and intentionally maintaining the operation of components, vehicle design aspects, and safety systems.
- UP.FIT works hard to maintain the vehicle warranty, and functionality of these vehicles as they were designed by Tesla. This means things like roof glass are still on this vehicle to ensure safety and standards are still present on our vehicles. We take this a step further, by increasing the vehicle safety where UP.FIT can, with upgraded and enhanced braking or suspension systems, and ensuring police equipment can remain operational, even when the car "goes to sleep".
- Additionally, UP.FIT designs and engineers all of these upgrades and enhancements, in-house, or partners with the best manufacturers in the world, to ensure the vehicles are of the highest standards possible, which means safer, more reliable vehicles on the road, keeping first responders, and the community safe, while saving money on maintenance and fuel.

Cost Breakdown: \$349,910.70

- The total cost for the four (4) Teslas with upfitting (by a company called UP.FIT) is \$336,004.00. (\$306,004.00 after Federal Tax Credit)
- The cost for charging infrastructure is \$13,906.70
- Funding for purchasing these vehicles (including upfitting) would be provided through the PS FY25 Fleet Replacement account.

ALTERNATIVES:

ATTACHMENTS:

1. Tesla Slide Deck

POLICE EV PROPOSAL



WHY EV?

- Significant savings on fuel/energy
- Zero Emissions
- Safety
- Technology has matured
- Purchase prices are lower
- Sufficient Infrastructure
- Potential for overall fleet cost reduction





WHY TESLA?

- Tesla Model Y is #1 Selling Car in the World
- #2 In the United States
- The Most American-Made Car
- Lowest Cost of Ownership
- Initial Purchase Price is in line with current fleet.
- 5 Star Crash Rating and Rollover Rating
- Charging and Dealer Support Network

Ford Explorer (Patrol)	Chevy Tahoe (Patrol)	Tesla Model Y (Patrol)
\$48,311.00	54,761.90	\$49,630.00*
\$22,318.88	\$25,049.51	\$31,114.00
\$70,629.88	\$79,811.41	\$80,744.00*

Ford Explorer (Admin)	Chevy Tahoe (Admin)	Tesla Model Y (Admin)
\$48,311.00	\$54,761.90	\$44,130.00*
\$11,410.92	\$14,861.37	\$15,592.00
\$59,721.92	\$69,623.27	\$59,722.00*

**BEFORE
EV TAX
CREDIT*



UNPLUGGED PERFORMANCE (UPFIT)

- #1 Upfitter of Tesla in the US
- Proprietary Turnkey Solution
- Direct Relationship with Tesla
- Access to Tesla API
- Does Not Violate Warranty or Alter Safety of the Vehicle





STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: October 28, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 10/21/2024)

Consideration of approval of the City Council meeting minutes from the meeting of October 21, 2024.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the October 21, 2024 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<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 City Council meeting on October 21, 2024 at 6:30 pm.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 10.21.2024



City Council Meeting & Public Hearing

OCTOBER 21, 2024

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- John Hipes
- Fergal M. Brady
- Douglas J. DeRito

• Absent

- Donald F. Mitchell
- Brian Will

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Deanna McKay, Public Communication & Engagement Coordinator
- Adam Montgomery, Director of Information Technology
- Charlie Jewell, Director of Economic Development
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Arts Services
- Pete Sewczwicz, Director of Public Works

- Tom Harris, Director of Finance
- Suzanne Swain, Project Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: US Department of Transportation Road Safety Art Contest Winner, Saanvi Bajaj

- Mayor Gilvin presented a proclamation to Saanvi Bajaj, a student of Webb Bridge Middle School, for winning the Grand Prize for grades 6-8 of the Road Safety Art Contest through the Federal Motor Carrier Administration's annual contest.

B. Proclamation: Women's Cancer Awareness Month

- Mayor Gilvin presented Jon-Paul Croom, President of WellStar North Fulton Hospital in recognition of Women's Cancer Awareness Month.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 10/7/2024)

Consideration of approval of the City Council meeting minutes from the meeting of October 7, 2024.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (5-0).

6. PUBLIC HEARING

A. Z-24-13 DRB Group/12265 Charlotte Drive

Consideration of a rezoning to allow for the construction of 42 'For-Sale' single-family detached homes on 36.8 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale', Residential). The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

- Council Member Hipes announced that he would be recusing himself from this item, as he represents the applicant on a different matter.
- City Attorney, Molly Esswein, announced the public hearing procedures during the meeting.
- Planning and Development Services Manager, Michael Woodman, came forward to present this item.

- The applicant, DRB Group of Georgia, is requesting a rezoning to allow for the construction of a 42-lot 'For-Sale' single-family detached subdivision on 36.78 acres. The proposed density is 1.14 dwelling units per acre. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale' Residential). The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.
- This item was considered at the September 5, 2024 Planning Commission meeting. There were 2 public comments with concerns over downstream impacts from stormwater runoff; aesthetics, size, distance, and screening related to the stormwater pond adjacent to Jennifer Oaks; and traffic problems at Mid Broadwell Road and Charlotte Drive. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve Z-24-13 DRB Group / 12265 Charlotte Drive, subject to the following conditions:
 1. The site, consisting of approximately 36.78 acres, shall be zoned R-22 and developed substantially similar to site plan prepared by Christopher Planning & Engineering, revised 9/13/24, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Home architecture and materials shall be developed substantially similar to the submitted renderings, dated 4/30/2024. 70% of the homes shall have a primary exterior finish material of brick or stone. Homes shall have 3-sided architecture and materials, as approved by Staff.
 3. Lots abutting Charlotte Drive shall have a minimum 65' front setback and homes shall face Charlotte Drive with access from an internal street, except that Lots 1, 2, and 5 may have a driveway off Charlotte Drive if the driveways do not encroach upon the CRZ of required tree saves, as approved by Staff.
 4. Minimum 10' decorative landscape strip shall be provided along Charlotte Drive consisting of trees, shrubs, grasses and/or ground cover, as approved by Staff. Fencing utilized along Charlotte Drive shall be limited to 4 board black horse fencing and shall be located behind the landscape strip.
 5. Project entrance shall include decorative wall and/or monument, and ornamental landscaping, as approved by Staff.
 6. Main entrance street into the subdivision shall be named to reflect the family history of the property.
 7. Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with curb and gutter, minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.

8. Developer shall improve new local streets with a minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. Developer shall post 'No Parking' signs on both sides of the street, as approved by Staff.
9. Common area with mail kiosk and stormwater pond shall be developed with decorative landscaping, hardscape, pedestrian lighting, seating and 4 on-street parallel parking spaces, as approved by Staff.
10. Unfinished wood fences and decks shall not be visible from Charlotte Drive.
11. Trees shall be preserved as depicted on the tree protection site plan prepared by Mondo, revised 9/13/24.
12. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant area where sparse, as approved by Staff.
13. Limits of disturbance shall be substantially as depicted on the tree protection site plan prepared by Mondo, revised 9/13/24. Minimum 5' landscape strip along the south, east and north property lines shall be planted with a mix of evergreen and deciduous landscape material, as approved by Staff. Detention facilities shall not encroach upon the perimeter landscape strip.
14. Utility structures, headwalls, etc. shall be finished with decorative stone or brick, if visible from adjacent properties.
15. Stormwater ponds shall be developed as aesthetically pleasing neighborhood amenities, such as walking trails, seating areas, or parks, as approved by Staff. Detention ponds shall have an earthen bank on at least one side and pond walls shall be decorative where visible from the street or adjacent properties, as approved by Staff. Dragonfly attracting plants shall be utilized around stormwater ponds as a means of mosquito control. At a minimum, an aesthetically pleasing stormwater pond shall include:
 - a. A variety of water loving vegetation planted in and around the pond;
 - b. A pond design that is attractive when empty, no muddy areas that would promote mosquitos and unpleasant smells; and
 - c. A natural or organic shape to the pond (not including the existing pond).
16. To the maximum extent practicable, all impervious improvements on individual lots shall drain to the stormwater treatment provided for the neighborhood, as approved by Staff. Individual lots at the edge of the neighborhood shall be designed to not increase runoff onto property outside of the development.
17. To the maximum extent practicable, lots along stream buffers and/or wetlands shall direct stormwater flow from impervious areas to the front yards or directly to stormwater management facilities through berms, swales, walls, pipes, or other means to collect water for stormwater treatment and attenuation, as approved by Staff.

18. Developer shall implement the recommendations identified within the submitted traffic impact study, dated July 8, 2024, for the full-access site driveway at Charlotte Drive, with final approval by Staff.
 19. Developer shall provide and confirm adequate sight distances are met for all proposed full-access residential driveways proposed along Charlotte Drive using speed data collected and provided within the submitted traffic impact study, dated July 8, 2024, with final approval by Staff.
 20. Developer shall provide and confirm adequate driveway spacing distances are met for all proposed full-access residential driveways located along Charlotte Drive prior to LDP approval, with final approval by Staff.
 21. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- Jessica Hill (600 Peachtree Street, Atlanta, GA 30308) representing the applicant DRB Homes, came forward to present on behalf of this application and provided a rebuttal after public comment.

PUBLIC COMMENTS:

- Donald "DJ" Postles (1590 Harvest Lane, Alpharetta, GA 30004) came forward to speak on privacy and water run off related to the proposed application.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-24-13 DRB Group 12265 Charlotte Drive, subject to the following conditions:
 1. The site, consisting of approximately 36.78 acres, shall be zoned R-22 and developed substantially similar to site plan prepared by Christopher Planning & Engineering, revised 9/13/24, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Home architecture and materials shall be developed substantially similar to the submitted renderings, dated 4/30/2024. 70% of the homes shall have a primary exterior finish material of brick or stone. Homes shall have 3-sided architecture and materials, as approved by Staff.
 3. Lots abutting Charlotte Drive shall have a minimum 65' front setback and homes shall face Charlotte Drive with access from an internal street, except that Lots 1, 2, and 5 may have a driveway off Charlotte Drive if the driveways do not encroach upon the CRZ of required tree saves, as approved by Staff.
 4. Minimum 10' decorative landscape strip shall be provided along Charlotte Drive consisting of trees, shrubs, grasses and/or ground cover, as approved by Staff. Fencing utilized along Charlotte Drive shall be limited to 4 board black horse fencing and shall be located behind the landscape strip.

5. Project entrance shall include decorative wall and/or monument, and ornamental landscaping, as approved by Staff.
6. Main entrance street into the subdivision shall be named to reflect the family history of the property.
7. Developer shall dedicate right-of-way, if necessary, and improve the Charlotte Drive streetscape with curb and gutter, minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
8. Developer shall improve new local streets with a minimum 6' planter (planted with street trees), minimum 5' sidewalk, and decorative pedestrian lighting. Developer shall post 'No Parking' signs on both sides of the street, as approved by Staff.
9. Common area with mail kiosk and stormwater pond shall be developed with decorative landscaping, hardscape, pedestrian lighting, seating and 4 on-street parallel parking spaces, as approved by Staff.
10. Unfinished wood fences and decks shall not be visible from Charlotte Drive.
11. Trees shall be preserved as depicted on the tree protection site plan prepared by Mondo, revised 9/13/24.
12. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant area where sparse, as approved by Staff.
13. Limits of disturbance shall be substantially as depicted on the tree protection site plan prepared by Mondo, revised 9/13/24. Minimum 5' landscape strip along the south, east and north property lines shall be planted with a mix of evergreen and deciduous landscape material, as approved by Staff. Detention facilities shall not encroach upon the perimeter landscape strip.
14. Utility structures, headwalls, etc. shall be finished with decorative stone or brick, if visible from adjacent properties.
15. Stormwater ponds shall be developed as aesthetically pleasing neighborhood amenities, such as walking trails, seating areas, or parks, as approved by Staff. Detention ponds shall have an earthen bank on at least one side and pond walls shall be decorative where visible from the street or adjacent properties, as approved by Staff. Dragonfly attracting plants shall be utilized around stormwater ponds as a means of mosquito control. At a minimum, an aesthetically pleasing stormwater pond shall include:
 - a. A variety of water loving vegetation planted in and around the pond;

- b. A pond design that is attractive when empty, no muddy areas that would promote mosquitos and unpleasant smells; and
 - c. A natural or organic shape to the pond (not including the existing pond).
- 16. To the maximum extent practicable, all impervious improvements on individual lots shall drain to the stormwater treatment provided for the neighborhood, as approved by Staff. Individual lots at the edge of the neighborhood shall be designed to not increase runoff onto property outside of the development.
- 17. To the maximum extent practicable, lots along stream buffers and/or wetlands shall direct stormwater flow from impervious areas to the front yards or directly to stormwater management facilities through berms, swales, walls, pipes, or other means to collect water for stormwater treatment and attenuation, as approved by Staff.
- 18. Developer shall implement the recommendations identified within the submitted traffic impact study, dated July 8, 2024, for the full-access site driveway at Charlotte Drive, with final approval by Staff.
- 19. Developer shall provide and confirm adequate sight distances are met for all proposed full-access residential driveways proposed along Charlotte Drive using speed data collected and provided within the submitted traffic impact study, dated July 8, 2024, with final approval by Staff.
- 20. Developer shall provide and confirm adequate driveway spacing distances are met for all proposed full-access residential driveways located along Charlotte Drive prior to LDP approval, with final approval by Staff.
- 21. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
 - o Council Member DeRito seconded the motion.
 - o The motion was approved (4-0; as Council Member Hipes recused himself from this item).

7. NEW BUSINESS

A. Invitation to Bid 24-014: Encore Greenway and Gateway Construction

Consideration of approval of the award of a contract for ITB 24-014 to Strack, Inc. for the construction of Encore Greenway Park and Gateway for an amount not to exceed \$9,148,000, and execution of a Memorandum of Understanding with True North 400, and authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- In 2018, the City of Alpharetta adopted a major update to the North Point Activity Center Livable Centers Initiative (LCI) Plan. Mentioned in this plan was Encore Parkway, serving as a Gateway to one of the City's greatest assets – Big Creek Greenway.

- The Encore Greenway and Gateway project has three major phases: 1) Entry Plaza and Greenway- consisting of a gateway feature, bike racks, 12' wide elevated concrete deck boardwalk; 2) Park Plaza- near North Point Parkway and Encore Parkway intersection that includes elements such as landscaping, benches, planters, concrete stairs, trash receptacles, and terraced seating areas; and 3) Elevated Canopy Walk- consisting of multiple benches on an elevated walkway
- Construction of this project is complex on many fronts. Not only is there a significant grade change, over 20 feet, but the raised greenway connection is over 14 feet off the ground, work takes place in the wetlands and floodplain, so staging/storing of materials is challenging, and working alongside North Point Parkway. Due to the project's proximity to North Point Parkway, contractors were informed they are permitted to close one north-bound vehicular lane on North Point Parkway during the duration of the project. Closing a lane enables construction workers to have a safe working area and does not require the contractor to install and remove traffic control measures on a daily basis.
- The existing project area is wooded and contains streams and wetlands. Because the project will have impacts on wetlands and work will take place within the buffer of the streams, the City was required to purchase wetland and stream credits.
- Procurement for this project was initiated through Invitation to Bid (ITB 24-014), which was issued on June 6, 2024, with a response deadline of August 22, 2024. ITB 24-014 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 5,000 vendor (firm) invites and 79 document takers.
- On October 1, 2024, True North 400 Board approved the allocation of \$1.5M to go towards the construction of the overall project. The board requested the City to look at value engineering options to see if the cost could be lowered and Public Works staff along with representatives of True North 400 are working diligently to identify opportunities to save dollars.
- True North 400 is going to handle all construction management and inspection services through their contract with Atkins Realis. True North 400 handling construction management of a project of this size and nature is a great benefit to the City.
- Project construction is anticipated to take 18 months from the issuance of a notice to proceed.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of a contract for ITB 24-014 to Strack, Inc. for the construction of Encore Greenway Park and Gateway for an amount not to exceed \$9,148,000, and execution of a Memorandum of

Understanding with True North 400 and to authorize the Mayor to execute all necessary documents.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (5-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- There were no public comments.

10. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member DeRito offered a motion to adjourn to Executive Session for the purposes of land acquisition.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (5-0).
- Mayor Gilvin recessed the meeting at 7:14 p.m.
- ❖ Council Member Brady offered a motion to reconvene the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (5-0).
- Mayor Gilvin reconvened the meeting at 7:52 p.m.

11. ADJOURNMENT

- ❖ Mayor Pro Tem Merkel offered a motion to adjourn the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:53 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Legal

Submitted By:

Meeting Date: October 28, 2024

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: October 28, 2024

AGENDA ITEM: CU-24-13 THE TOX/THE MAXWELL

The applicant, The Tox, is requesting a conditional use to operate a 'Massage Therapy' business in a 1,485 square foot suite in The Maxwell mixed-use development. According to the submitted application, the business provides lymphatic drainage massage and sculpting facial services. The subject property is located at 210 South Main Street, Suite D at the northeast corner of South Main Street and Devore Road.

This item was considered at the October 3, 2024 Planning Commission meeting. There were no public comments. After discussion, the Planning Commission recommended approval subject to Staff's recommended conditions. Vote 7-0

STAFF RECOMMENDATION:

Approve CU-24-13 The Tox/The Maxwell, subject to the following conditions:

1. 'Massage Therapy' shall be added as a conditional use at 210 South Main Street, Suite D and limited to no more than 1,485 square feet.
2. Conditional use approval shall be limited to The Tox; no additional 'Massage Therapy' use or subleasing shall be permitted within the approved space.
3. 'Massage Therapy' shall be limited to lymphatic drainage massage and sculpting facial services.
4. Hours of operation shall be Monday – Sunday 9:00 AM – 7:30 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 The Tox to operate a 'Massage Therapy' business in a 1,485 square foot suite in The Maxwell mixed-use development. The application states that the business provides lymphatic drainage massage and sculpting facial services. The subject property is located at 210 South Main Street, Suite D at the northeast corner of South Main Street and Devore Road.

The property is zoned DT-MU (Downtown Mixed-Use). Surrounding properties are zoned C-2 to the north, east and west, DT-MU to the east and west, and R-12 (Dwelling, 'For-Sale', Residential) to the south. Dogwood Square is located to the north and east, The Maxwell residential is located to the east, Alpha Park is located to the south, and Bank of America and Mayfair on Main are located to the west. The future land use designation of the property is 'Mixed Use', which supports the requested use.

The Maxwell is a 12.9-acre mixed-use development, including a 42,550 square foot commercial development at the corner of South Main Street and Devore Road and a residential development to the east along Devore Road. A variety of businesses operate in The Maxwell, including Rena's Italian Grill, Fairway Social, and Ponko Chicken, to name a few. The applicant's business is proposed in Suite D of the building abutting South Main Street.

Unified Development Code (UDC) Section 1.4.2 defines 'Massage Therapy' as, "The manipulation and/or treatment of soft tissues of the body, including, but not limited to, the use of effleurage, petrissage, pressure, friction, tapotement, kneading, vibration, range of motion stretches, a system of structured touch, pressure, movement, and holding to the soft tissue of the body, and any other soft tissue manipulation whether manual or by use of massage apparatus, and may include the use of water, oils, lotions, creams, lubricants, salt glows or

scrubs, hydrotherapy, heliotherapy, hot packs, cold packs or other topical preparations. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business. The term "massage" or "massage therapy" shall not include diagnosis, the prescribing of drugs or medicines, spinal or other joint manipulations, or any service or procedure when performed by a person who is licensed by the state to practice chiropractic, physical therapy, podiatry or medicine. Further, the term "massage" or "massage therapy" shall not include the following when lawfully performed by a natural person licensed or certified by the state board of cosmetology while engaged in the practice authorized by such state license (or certificate of registration) in accordance with, and as further regulated by, the state licensing laws set forth in O.C.G.A. § 43-10-1 et seq.:

- (1) Touching of the scalp or face by a state-licensed barber or cosmetologist;
- (2) Touching of the hands or feet by a state-licensed nail technician or cosmetologist; and
- (3) Touching of the face, neck, décolletage, or arms by a state-licensed esthetician or cosmetologist. It shall be unlawful to establish a massage establishment in the city, unless said establishment is located:

- (1) At least 300 feet from State Route 9;
- (2) At least 300 feet from State Route 120; and
- (3) At least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school/public park, state-licensed day care facility, or any residence."

The foregoing minimum distance requirements shall not apply to any massage establishment located within a mixed-use development in the MU district. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the massage establishment parcel to the closest point on the State Route 9 or State Route 120 right-of-way, or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence.

The Tox is seeking its first locations in Georgia in Alpharetta and Buckhead. The business has several locations across the country, including in California, Nevada, Texas, Florida, New York, Massachusetts, and Washington D.C. The public hearing application states that the business offers lymphatic drainage massage and sculpting facial services. Hours of operation for the business are Monday – Sunday 9:00 AM to 7:30 PM. The applicant anticipates eight (8) to ten (10) employees at the proposed location, of which all will be licensed estheticians.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The Maxwell mixed-use development 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 other businesses operating in The Maxwell.

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 other businesses operating in The Maxwell.

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 other businesses operating in The Maxwell.

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 'Massage Therapy' is Acupressure of North Point inside North Point Mall, which is located approximately 1.4 miles to the south of the applicant's proposed location. 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, shopping centers, and mixed-use developments. The proposed use would complement other businesses operating at The Maxwell. If approved, conditions should be established that regulate and limit an expansion of services and signage.

CITIZEN PARTICIPATION PLAN

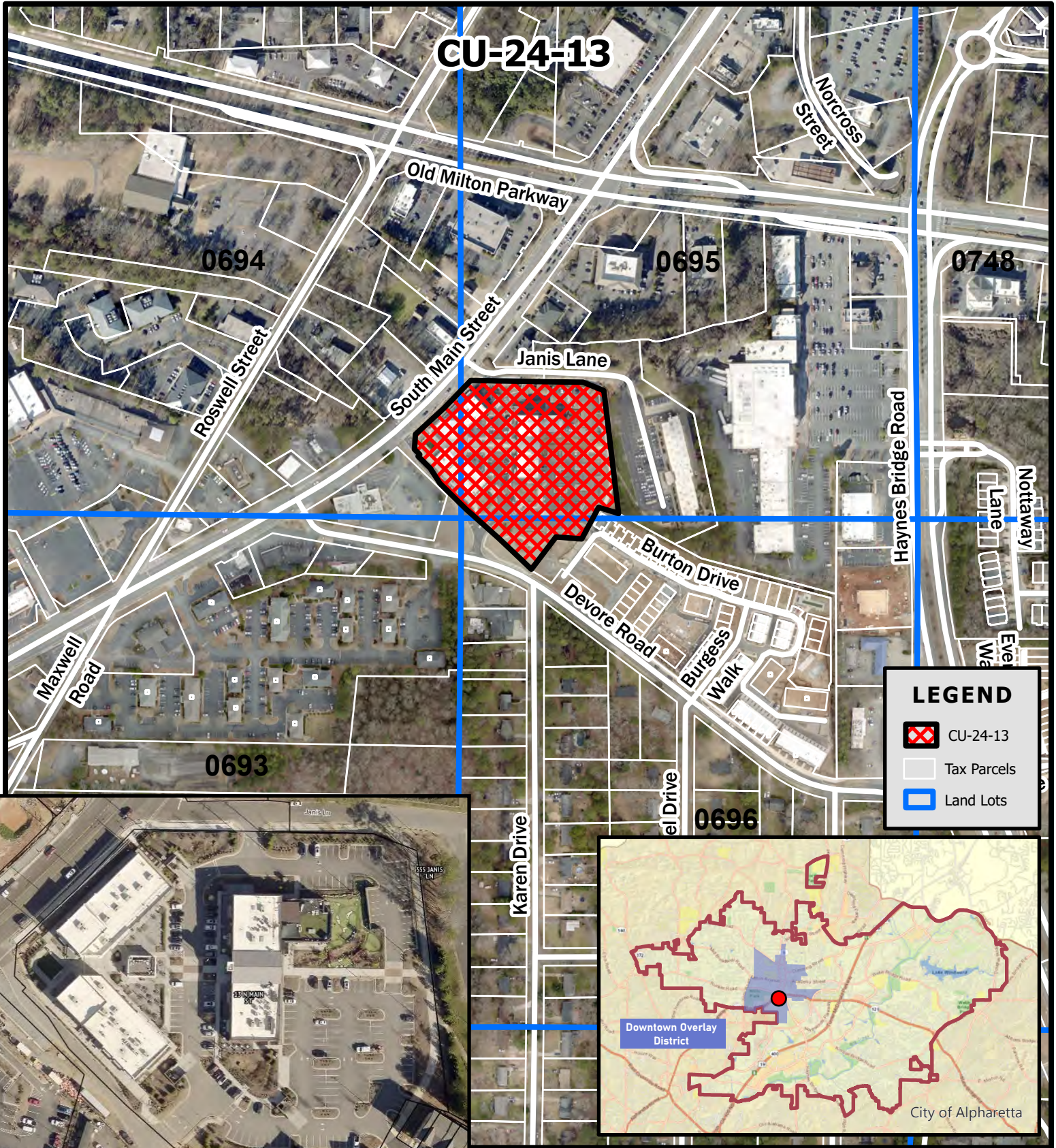
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on September 11, 2024. There were no public comments.

ATTACHMENTS:
• Aerial Map • Zoning Map

- Future Land Use Map
- Location Map
- Massage & Spa Map
- CZIM
- Citizen Part B
- Application



LEGEND

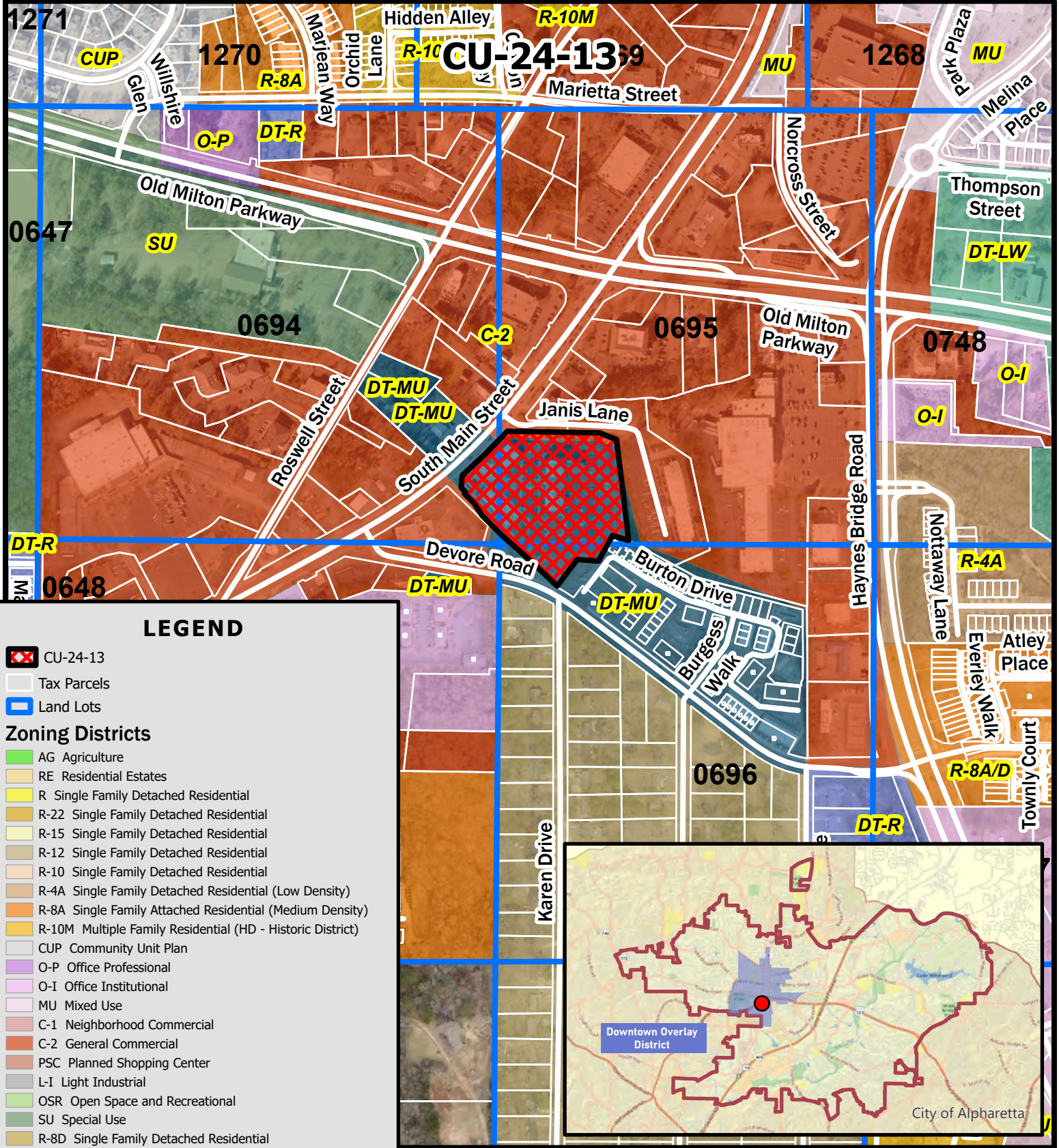
-  CU-24-13
-  Tax Parcels
-  Land Lots

CU-24-13

D/LL: 1/2/694, 695, 747

PC: 10/03/24

CC: 10/28/24



LEGEND

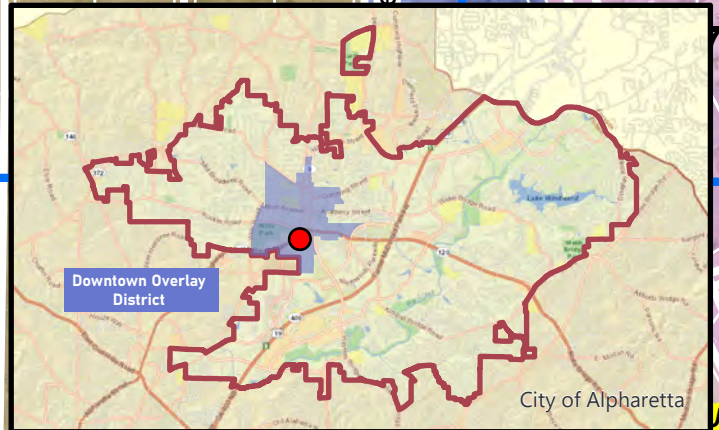
CU-24-13

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

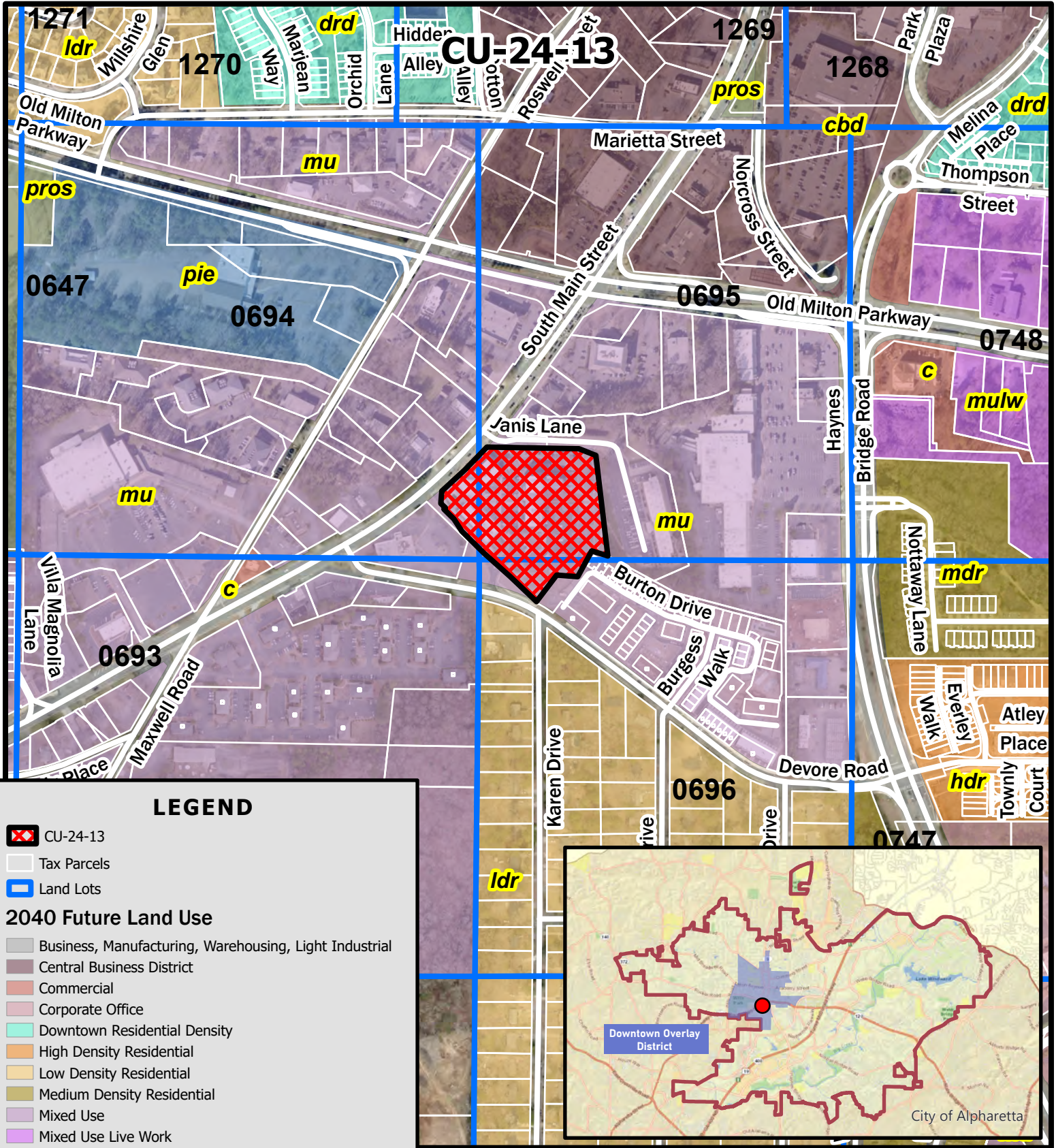


CU-24-13

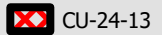
D/LL: 1/2/694, 695, 747

PC: 10/03/24

CC: 10/28/24



LEGEND



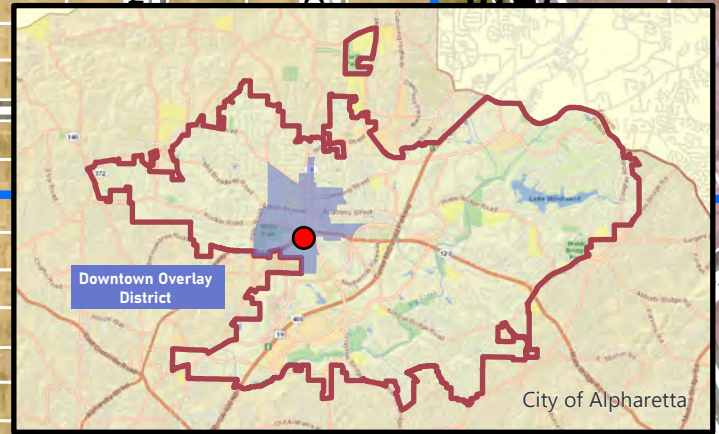
CU-24-13

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-24-13

D/LL: 1/2/694, 695, 747

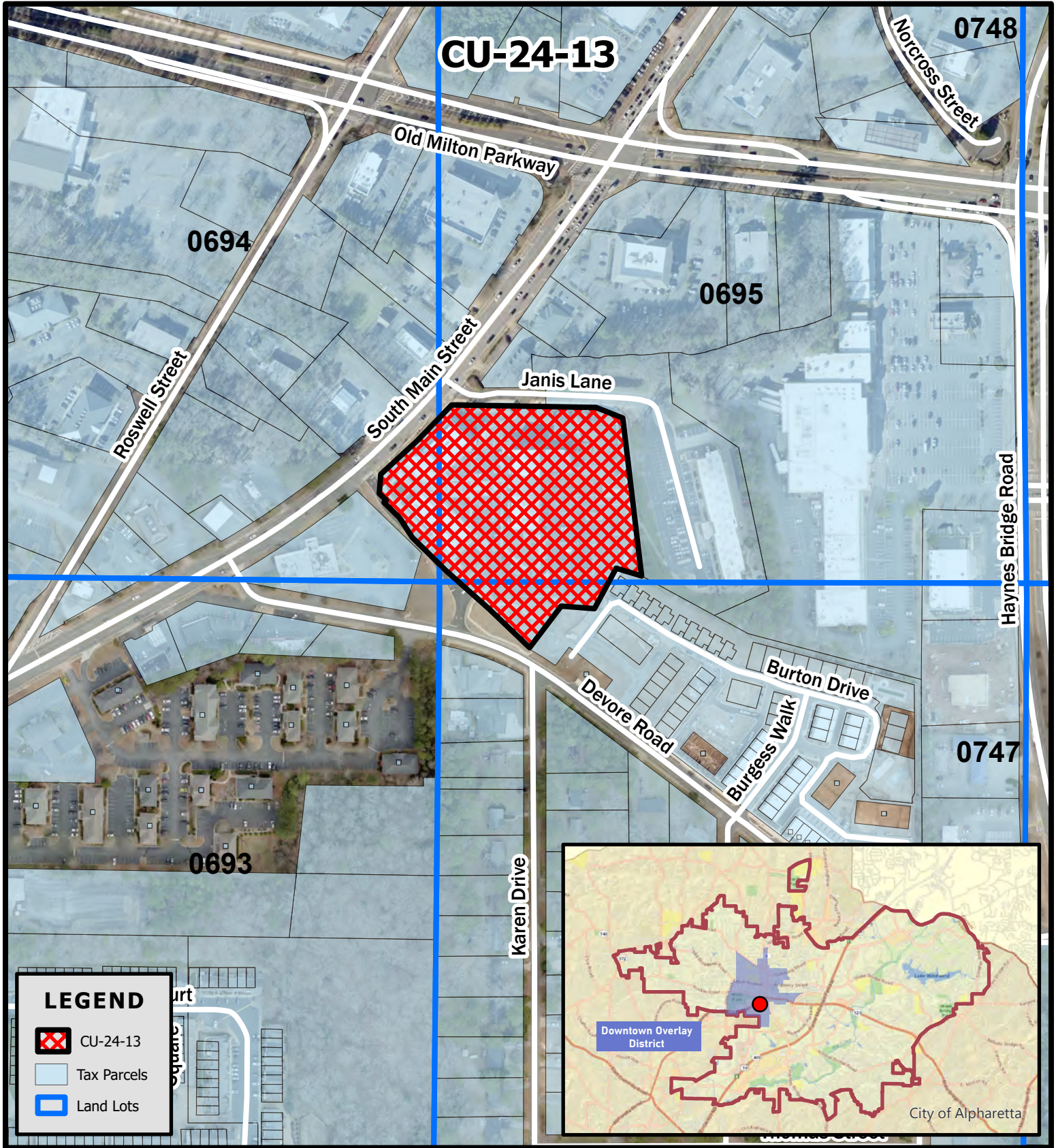
PC: 10/03/24

CC: 10/28/24



Future Land Use Map
The Tox
210 South Main Street Suite D

Location Map Provided by:
 Community Development - GIS
 Page 27 of 163



CU-24-13

D/LL: 1/2/694, 695, 747

PC: 10/03/24

CC: 10/28/24

Location Map

The Tox

210 South Main Street Suite D



**Location Map Provided by:
Community Development - GIS**

Page 28 of 163



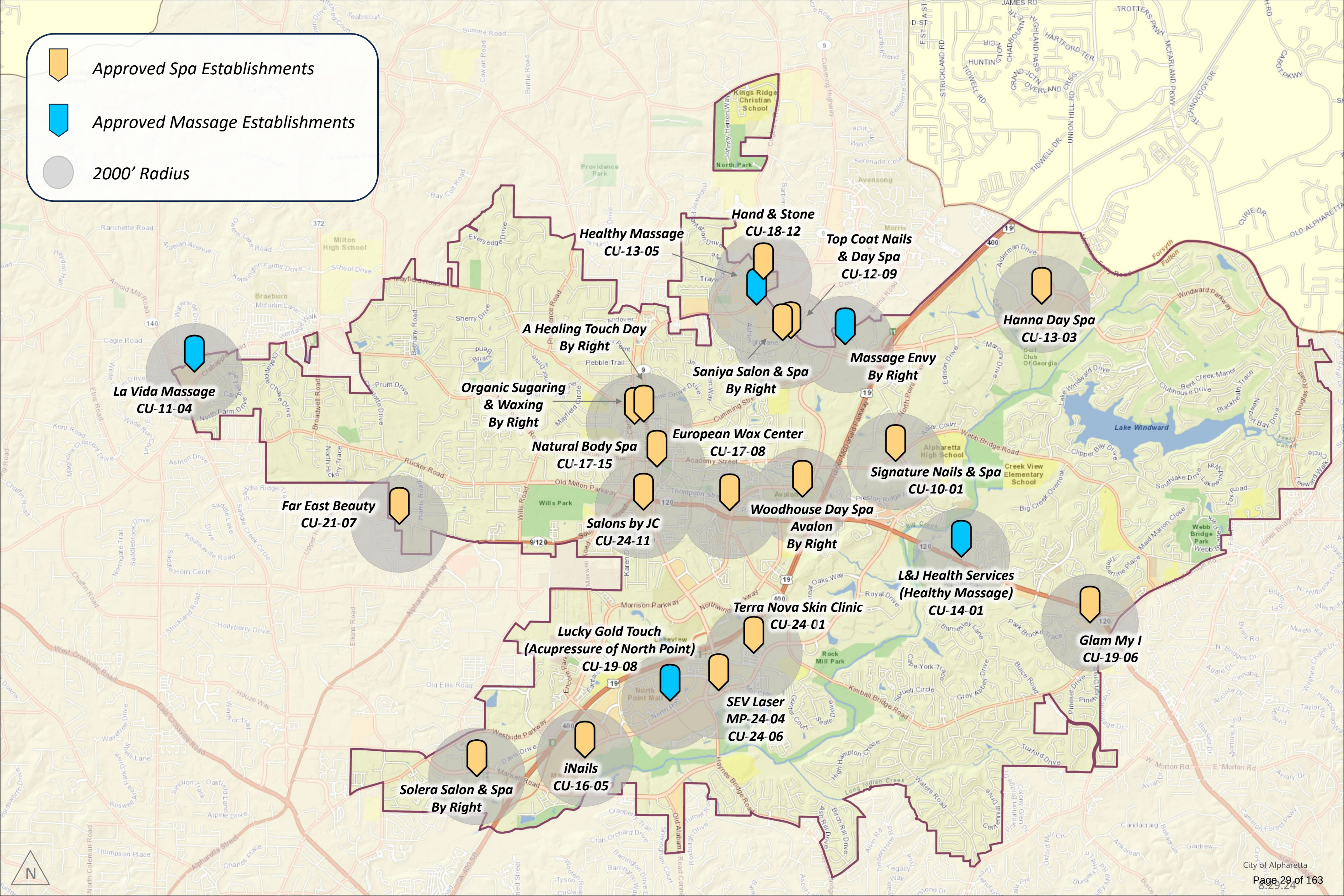
Approved Spa Establishments



Approved Massage Establishments



2000' Radius



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

September 11, 2024

CU-24-13 / The Tox/The Maxwell

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: THE TOX ALPHARETTA

Contact Name: JANKI PATEL Telephone: 404-558-9448

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.

OUT OF ALL OF THE LETTERS SENT, WE HAVE HEARD OR RECEIVED
NO COMMENTS OR CONCERNS THUS FAR.

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

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

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. LIST WAS PROVIDED BY STAFF MEMBER OF PLANNING TEAM

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: Janki Patel

Date: 09-11-24

08/21/2024

Janki and Neal Patel
4483 Bogan Park Lane
Buford, GA 30519

RE: CU-24-13 The Tox/210 South Main Street

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a conditional use to allow 'Massage Therapy' for The Tox in an existing building in the Downtown. The Tox provides lymphatic drainage massage services. The property is located at 210 South Main Street, Suite D and is legally described as being located in Land Lots 694, 695 & 696, 1st District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) for this request will be held on **Wednesday, October 9, 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, November 7, 2024, and City Council on Monday, November 18, 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 [Insert email address and/or phone number].

Sincerely,

Janki Patel

FULTON COUNTY BANK 101 N TRYON ST CHARLOTTE NC 28255	ALPHA DEVELOPMENT CORP 1048 WINDING BRANCH CT ATLANTA GA 30338	PERLING PARTNERS LLC 1048 WINDING BRANCH CT ATLANTA GA 30338
TPG MAXWELL L L C 11340 LAKEFIELD DR STE 250 DULUTH GA 30097	VENKATA ARUN KUMAR DEVARAKONDA & KUMAR REVATHI ARUN 121 DEVORE RD ALPHARETTA GA 30009	FOGG TAYLOR BRIGGS 123 DEVORE RD ALPHARETTA GA 30009
HITES KAREN & JOHN 125 DEVORE RD 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	ANANTHASANE SENGSOURIYA 134 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
MILES MICHAEL 141 DEVORE RD ALPHARETTA GA 30009	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	IAN CONRAD ORDWAY LIVING TRUST THE 14738 BIRMINGHAM HWY ALPHARETTA GA 30004
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	HAIGLER CAPITAL LLC 164 ROSWELL ST ALPHARETTA GA 30009	SCHIRMER GINGER POMERANCE 174 RAMSHORN DR CASTLE ROCK CO 80108
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 PARK PLZ ALPHARETTA GA 30009

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

SEDGWICK MICHELE
2451 COMMERCE ST
ALPHARETTA GA 30009

TIC 2 S MAIN LLC
26 MILTON AVE
ALPHARETTA GA 30009

WICKS RONALD S & MARY A
270 S MAIN ST
ALPHARETTA GA 30009

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

CENTURION
MANAGEMENT SERVICES LLC
284 S MAIN ST STE 400
ALPHARETTA GA 30009

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

HFT INVESTMENT HOLDINGS LLC
285 KAREN DR
ALPHARETTA GA 30009

COUNTRY MANOR
HOMES DEVELOPMENT CORP
286 S MAIN ST
ALPHARETTA GA 30009

DOVE JAMES D
292 S. MAIN ST STE 500
ALPHARETTA GA 30009

JPM VENTURES LLC
292 SOUTH MAIN ST
ALPHARETTA GA 30009

JDR HOLDINGS LLLP
292 SOUTH MAIN ST # 200
ALPHARETTA GA 30004

KREIKEMEIER JOHN E & JEAN
292 SOUTH MAIN ST #100
ALPHARETTA GA 30004-1950

ROZATI JAMAL & SALARI NAVA
294 KAREN DR
ALPHARETTA GA 30009

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

COUNTRY MANOR
HOMES DEVELOPMENT CORP
296 S MAIN ST
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA
301 BURGESS WALK
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN
303 BURGESS WALK
ALPHARETTA GA 30009

ROZATI JIM & SALARI NAVA
304 KAREN DR
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK
305 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

BURD KIMBERLY WATKINS
315 BURGESS WALK
ALPHARETTA GA 30009

LAMBERT DANNY R
315 KAREN DR
ALPHARETTA GA 30009

RASORI PAUL & LEAH K
317 BURGESS WALK
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA
319 BURGESS WALK
ALPHARETTA GA 30009

SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

BRAHMBHATT RISHI KAPIL
3771 ARC WAY
LAWRENCEVILLE GA 30044

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

DOVE JAMES & NENS DIANE
445 FORT BLVD STE 210
PITTSBURGH PA 15219

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

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

ENDLER DOMINIK & ANJA BEATE
5045 HUNTWOOD WAY
ROSWELL GA 30075

PATEL SAMIR
5180 BRIARSTONE RIDGE WAY
ALPHARETTA GA 30022

THOMPSON SANDRA B
6107 MENLOW CT
CUMMING GA 30041

J & J PROPERTIES INC
P.O. BOX 22147
KNOXVILLE TN 37933

KARTOS MARY C
PO BOX 22147
KNOXVILLE TN 37933

JMA HOMES ONE SIXTY LLC
PO BOX 768731
ROSWELL GA 30076

CD II PROPERTIES LLC
PO BOX 99
DEMOREST GA 30535

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: CU-24-13

PH #: PHA240037

☐ 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: Jankiben Patel

Telephone: 404-558-9448

Address: 4483 Bogan Park Lane

Suite: _____

City Buford

State: GA

Zip: 30519

Fax: _____

Mobile Tel: _____

Email: LJAinvestmentsllc@gmail.com

Subject Property Information:

Address: 210 Main St, Suite D, Alpharetta, GA 30009

Current Zoning: _____

District: _____

Section: _____

Land Lot: _____

Parcel ID: _____

Proposed Zoning: Spa Service

Current Use: General (Hair Salon)

This Application For (Check All That Apply):

☒ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

Spa services

Applicant's Request (Please itemize the proposal):

Obtain special use permit for spa services to implement The Tox (an upscale franchise lymphatic drainage massage spa) in place of unit being leased.

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

The granting of the special use permit would help secure funds to then build out the space for this new business concept. We were informed that we needed to obtain a special use permit due to the nature of the business, all we are seeking is the appropriate permit to then get started on the buildout process.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Carter Davis Telephone: 678-433-0059
Address: 600 Galleria Pkwy SE, Suite: 870
City: Atlanta State: GA Zip: 30339

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Jankiben Patel Telephone: 404-558-9448
Address: 4483 Bogan Park Lane Suite: _____
City: Buford State: GA Zip: 30519

So Sworn and Attested:

Owner Signature: [Signature] Date: 8/1/24

Notary:

Notary Signature: Rosemarie Streb Date: 8-1-2024



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: Jankiben Patel

Subject Public Hearing Case: SPECIAL USE PERMIT

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: Jankiben Patel

Date: 08-01-2024

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This business will fit in perfectly with the surrounding properties. This plaza has many other health and wellness businesses in it such as a Pilates studio and an IV Drip therapy business, so the business will complement the others well.

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

I believe the value of the surrounding properties in terms of business is going to increase. We believe a notable well recognized health and wellness franchise such as The Tox will certainly help with the value of the

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

Yes it can, however due to the nature of the business we need a special use license.

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

Minimal increase to population and traffic, as there is already many businesses in the plaza we would just be replacing a previous business.

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

None

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

This proposal is in line with the Alpharetta Comprehensive Plan in that the business that will be in place will encourage economic growth and promote the maintenance and improvement of quality of life being a health and wellness business. Also in line with the Future Land Use map the property sits in the purple mixed use zone.

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

No

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: THE TOX ALPHARETTA

Contact Name: JANKIBEN PATEL Telephone: 404-558-9448

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.

NEAL PATEL - 585-781-4570

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

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

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

PHONE NUMBERS - JANKIBEN: 404-558-9448
NEAL PATEL: 585-781-4570

EMAIL: LJAINVESTMENTSLLC@GMAIL.COM

FULTON COUNTY BANK 101 N TRYON ST CHARLOTTE NC 28255	ALPHA DEVELOPMENT CORP 1048 WINDING BRANCH CT ATLANTA GA 30338	PERLING PARTNERS LLC 1048 WINDING BRANCH CT ATLANTA GA 30338
TPG MAXWELL L L C 11340 LAKEFIELD DR STE 250 DULUTH GA 30097	VENKATA ARUN KUMAR DEVARAKONDA & KUMAR REVATHI ARUN 121 DEVORE RD ALPHARETTA GA 30009	FOGG TAYLOR BRIGGS 123 DEVORE RD ALPHARETTA GA 30009
HITES KAREN & JOHN 125 DEVORE RD 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	ANANTHASANE SENGSOURIYA 134 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
MILES MICHAEL 141 DEVORE RD ALPHARETTA GA 30009	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	IAN CONRAD ORDWAY LIVING TRUST THE 14738 BIRMINGHAM HWY ALPHARETTA GA 30004
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	HAIGLER CAPITAL LLC 164 ROSWELL ST ALPHARETTA GA 30009	SCHIRMER GINGER POMERANCE 174 RAMSHORN DR CASTLE ROCK CO 80108
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 PARK PLZ ALPHARETTA GA 30009

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

SEDGWICK MICHELE
2451 COMMERCE ST
ALPHARETTA GA 30009

TIC 2 S MAIN LLC
26 MILTON AVE
ALPHARETTA GA 30009

WICKS RONALD S & MARY A
270 S MAIN ST
ALPHARETTA GA 30009

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

CENTURION
MANAGEMENT SERVICES LLC
284 S MAIN ST STE 400
ALPHARETTA GA 30009

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

HFT INVESTMENT HOLDINGS LLC
285 KAREN DR
ALPHARETTA GA 30009

COUNTRY MANOR
HOMES DEVELOPMENT CORP
286 S MAIN ST
ALPHARETTA GA 30009

DOVE JAMES D
292 S. MAIN ST STE 500
ALPHARETTA GA 30009

JPM VENTURES LLC
292 SOUTH MAIN ST
ALPHARETTA GA 30009

JDR HOLDINGS LLLP
292 SOUTH MAIN ST # 200
ALPHARETTA GA 30004

KREIKEMEIER JOHN E & JEAN
292 SOUTH MAIN ST #100
ALPHARETTA GA 30004-1950

ROZATI JAMAL & SALARI NAVA
294 KAREN DR
ALPHARETTA GA 30009

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

COUNTRY MANOR
HOMES DEVELOPMENT CORP
296 S MAIN ST
ALPHARETTA GA 30009

WATSKY RUSSELL & WATSKY SANDRA
301 BURGESS WALK
ALPHARETTA GA 30009

OGUNSUA ADENIYI KEVIN
303 BURGESS WALK
ALPHARETTA GA 30009

ROZATI JIM & SALARI NAVA
304 KAREN DR
ALPHARETTA GA 30009

HORNYAK GRIFFIN MARK
305 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

BURD KIMBERLY WATKINS
315 BURGESS WALK
ALPHARETTA GA 30009

LAMBERT DANNY R
315 KAREN DR
ALPHARETTA GA 30009

RASORI PAUL & LEAH K
317 BURGESS WALK
ALPHARETTA GA 30009

RICHER WILLIAM & LUCIA
319 BURGESS WALK
ALPHARETTA GA 30009

SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

BRAHMBHATT RISHI KAPIL
3771 ARC WAY
LAWRENCEVILLE GA 30044

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

DOVE JAMES & NENS DIANE
445 FORT BLVD STE 210
PITTSBURGH PA 15219

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

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

ENDLER DOMINIK & ANJA BEATE
5045 HUNTWOOD WAY
ROSWELL GA 30075

PATEL SAMIR
5180 BRIARSTONE RIDGE WAY
ALPHARETTA GA 30022

THOMPSON SANDRA B
6107 MENLOW CT
CUMMING GA 30041

J & J PROPERTIES INC
P.O. BOX 22147
KNOXVILLE TN 37933

KARTOS MARY C
PO BOX 22147
KNOXVILLE TN 37933

JMA HOMES ONE SIXTY LLC
PO BOX 768731
ROSWELL GA 30076

CD II PROPERTIES LLC
PO BOX 99
DEMOREST GA 30535

To whom it May Concern,

We at LJA Investments LLC wish to obtain a special use permit for spa services at 210 S. Main St, Suite D Alpharetta, GA 30009 in order to open a location of the franchise know as The Tox. The size of the space is 1485 sq ft, and the business is a Lymphatic Drainage massage service. The Tox Technique is a unique blend of body work that works directly with your lymphatic and digestive system to detoxify the body and mind. Below is a list of all of the services offered with details. The Tox will be open daily from 9am to 7:30pm, and will employ 8 to 10 employees all of which are licensed aestheticians.

Below is a list of the services offered:

60 MINUTE MASTER TOX

The Master Tox is a unique blend of different modalities that are intended to sculpt your body while promoting and activating lymphatic flow.

The Master Tox is a body sculpting technique that helps contour your body all while using specific strokes that are intended to regulate digestion and promote lymphatic flow. Our proprietary body sculpting method moves fluid towards lymph nodes while incorporating different techniques that can increase your metabolic rate, rid your body of excess toxins and assist with water retention.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

60 MINUTES LONG SERVICE

MASTER TOX + SCULPTING FACIAL

The Master Tox is a unique blend of different modalities that are intended to sculpt your body while promoting and activating lymphatic flow.

The Master Tox is a body sculpting technique that helps contour your body all while using specific strokes that are intended to regulate digestion and promote lymphatic flow. Our proprietary body sculpting method moves fluid towards lymph nodes while incorporating different techniques that can increase your metabolic rate, rid your body of excess toxins and assist with water retention.

Our sculpting facial is not your typical facial. Our facials give immediate results removing muscle tension & naturally sculpting your face while ridding your body of excess toxins & bloat. This Facial includes the use of a gua sha stone and Tox sculpting wand to assist in toning the muscles of the face. The facial is completed with our custom Tox caffeinated mask.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

100 MINUTE LONG SERVICE

90 MINUTE MASTER TOX

The Master Tox is a unique blend of different modalities that are intended to sculpt your body while promoting and activating lymphatic flow.

The Master Tox is a body sculpting technique that helps contour your body all while using specific strokes that are intended to regulate digestion and promote lymphatic flow. Our proprietary body sculpting method moves fluid towards lymph nodes while incorporating different techniques that can increase your metabolic rate, rid your body of excess toxins and assist with water retention.

Our 90-Minute Body Treatment- Focuses More Time On Your Waistline, Backside, And Love Handles.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

90 MINUTE LONG SERVICE

90 MINUTE MASTER TOX + SCULPTING FACIAL

The Master Tox is a unique blend of different modalities that are intended to sculpt your body while promoting and activating lymphatic flow.

The Master Tox is a body sculpting technique that helps contour your body all while using specific strokes that are intended to regulate digestion and promote lymphatic flow. Our

proprietary body sculpting method moves fluid towards lymph nodes while incorporating different techniques that can increase your metabolic rate, rid your body of excess toxins and assist with water retention.

Our 90-Minute Body Treatment- Focuses More Time On Your Waistline, Backside, And Love Handles.

Our sculpting facial is not your typical facial. Our facials give immediate results removing muscle tension & naturally sculpting your face while ridding your body of excess toxins & bloat. This Facial includes the use of a gua sha stone and Tox sculpting wand to assist in toning the muscles of the face. The facial is completed with our custom Tox caffeinated mask.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

130 MINUTE LONG SERVICE

PREGNANCY MASTER TOX + SCULPTING FACIAL

The Master Tox is a unique blend of different modalities that are intended to sculpt your body while promoting and activating lymphatic flow.

Our proprietary body sculpting method moves fluid towards lymph nodes while incorporating different techniques that can increase your metabolic rate, rid your body of excess toxins and assist with water retention.

Our sculpting facial is not your typical facial. Our facials give immediate results removing muscle tension & naturally sculpting your face while ridding your body of excess toxins & bloat. This Facial includes the use of a Gua Sha stone and Tox Sculpting wand to assist in toning the muscles of the face. The facial is completed with our custom TOX caffeinated mask.

The Pregnancy Master Tox Includes work on your legs, arms and our sculpting facial. This service is done between 13-37 weeks pregnant with physicians' approval.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to

stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

60 MINUTE LONG SERVICE

SCULPTING FACIAL

Our sculpting facial is a revolutionary treatment designed to provide immediate and visible results, setting it apart from traditional facials. This unique service focuses on removing muscle tension and naturally sculpting your face all while eliminating excess toxins and reducing bloat. The Tox sculpting facial begins with our famous facial massage technique. During the service, you will experience the use of a tox gua sha stone and our tox sculpting wand which is known to promote lymphatic flow & diminish fine lines.

To complete your experience, our custom Tox caffeinated mask is applied. This specially formulated mask is designed to invigorate the skin, reduce puffiness, and leave your complexion looking bright and revitalized. The caffeine in the mask helps to tighten and firm the skin, providing an extra boost to the overall results of the facial. While you're enjoying the benefits of our caffeine mask you will experience The Tox Technique on your arms.

Before booking an appointment, please consult with your healthcare provider if you have any medical conditions. Our service is not intended to diagnose, treat, cure, or prevent any disease. We strongly recommend consulting your doctor before any services. By booking your appointment, you acknowledge and accept full responsibility for your health decisions. The Tox Technique is not a medical treatment or a massage. It is a body sculpting service designed to stimulate lymphatic fluid movement to achieve optimal aesthetic results. The Tox Technique disclaims any liability for any adverse effects resulting from your session.

45 MINUTE SERVICE

This drawing is the property of Planners & Engineers Collaborative and is not to be copied or reproduced in whole or in part without the written consent of Planners & Engineers Collaborative. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative

STRUCTURE LEGEND

CABLE / TV	SEWER
Cable / TV Marker	Grease Trap
Cable / TV Pedestal	Sanitary Sewer Manhole
Cable / TV Manhole	Cleanout
Cable / TV Handhole	Sanitary Sewer Vent Pipe
Cable / TV Cable Box	Sanitary Sewer Marker
	Sanitary Sewer Force Main Valve
	Sanitary Sewer Lift Station
ELECTRIC/POWER	SITE / TOPOGRAPHIC FEATURES
Transformer	Street Sign
Guy Wire	Air Condition Unit
Electric Meter	Ballot
Power Pole/Utility Pole	Mailbox
Street Light/Light Pole	Satellite Dish
Electric Panel	Flag Pole
Electric Manhole	Monitoring Well
Electric Handhole	Antenna
Electric / Power Marker	Column
Spot Light	Camera Pole / Camera
	Bore Hole Location
FIBER OPTIC	TELEPHONE
Fiber Optic Marker	Telephone Terminal Box
Fiber Optic Manhole	Telephone Marker
Fiber Optic Pedestal	Telephone Handhole Box
	Telephone Manhole
	Telephone Cabinet
GAS	TRAFFIC
Gas Meter	Overhead Traffic Signal
Gas Valve	Traffic Handhole Box
Gas Fill Cap	Telephone Handhole Box
Gas Manhole	Traffic Signal Pole
Gas Marker	Traffic Signal Loop Control Box
Gas Pressure Relief Valve	
Gas Vault	
Gas Vent Pipe	
PAVEMENT MARKING	WATER
Pavement Marking	Fire Hydrant
Pavement Marking	Irrigation Control Valve
Pavement Marking	Water Meter
Turn Arrow Left/Right	Water Valve
Turn Arrow Left	Fire Department Connection
Turn Arrow Right	Water Vault
Traffic Arrow Straight	Pressure Irrigation Valve
Traffic Arrow Straight/Left	Water Vent Pipe
Traffic Arrow Straight/Right	Water Valve Marker
Traffic Arrow U-Turn	Water Marker
Handicap Pavement Marking	Water Manhole
Bike Lane Pavement Marking	Water Air Release Valve
	Water Back Flow Preventer
PROPERTY MONUMENTS	Sprinkler Head
Right-of-Way Monument Found	Sprinkler Valve
Concrete Monument Found	
Iron Pin Set	
Iron Pin Found (Rebar found)	
PK Nail Set	
PK Nail Found	
Point	
Benchmark	
MISCELLANEOUS	
Land Lot Symbol	

LINETYPES

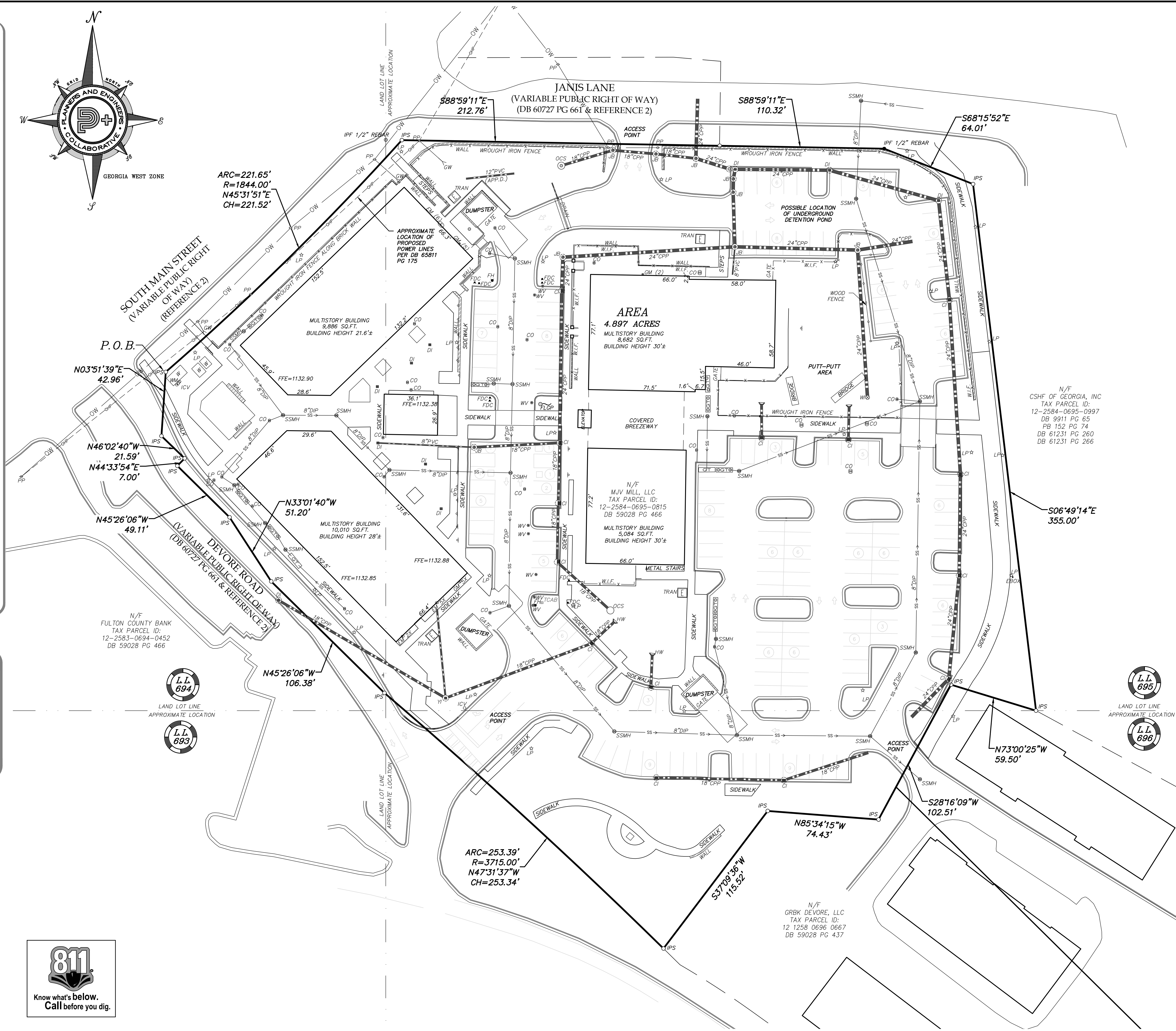
PROPERTY	EXISTING OVERHEAD
Adjacent Property	Overhead Wires
Property Line	
Center of Creek	
FENCE LINES	EXISTING UNDERGROUND
Barb Wire Fence	Cable
Chain link fence	Electric
Wood Fence	Fiber Optic
Woven Wire Fence	Gas
	Telecommunications
	Water
	Television
SITE / TOPOGRAPHIC FEATURES	Storm Drainage Line
Guardrail	Sanitary Sewer

ABBREVIATIONS

APPROX.	Approximate	I.E.	Invert Elevation
1/2" Rebar		Iron Pin Found	
Curb and Gutter		Iron Pin Set	
Chain Link Fence		Light Pole	
Corrugated Metal Pipe		Monitoring Well	
Clean Out		Now or Formerly	
Open Top Pipe		Corrugated Plastic Pipe	
Dead Book		Plot Book	
Drop Inlet		Page	
Drainage Easement		PK Nail Found	
Edge of Pavement		PK Nail Set	
Electric Power Pole		Point of Beginning	
Electric Panel		Point of Commencement	
Easement		Polyvinyl Chloride Pipe	
Flared End Section		Rebar Capped	
Finish Floor Elevation		Reinforced Concrete Pipe	
Fire Hydrant		Right of Way Monument	
Flag Pole		Sanitary Sewer Easement	
Georgia		Transformer	
Gas Meter		Vitrified Clay Pipe	
Guy Wire		Wood Fence	
Hard Roll		Water Meter	
Hard Wood		Water Valve	
Headwall			
Irrigation Control Valve			



Know what's below.
Call before you dig.



ALTA/NSPS LAND TITLE SURVEY

FOR
STPS GA OHIO INVESTMENTS, LLC, a Delaware limited liability company; MIV MILL, LLC, a Georgia limited liability company; MCANAMY MCEOD HELLER, LLC, IBERIABANK, N.A., its successors and/or assigns, as their interest may appear and FIRST AMERICAN TITLE INSURANCE COMPANY

REVISIONS

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			



Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORETS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770) 451-1741 WWW.PEC.PLUS
C.O.A.-LSF000004

SHEET 1 OF 3

DRAWN BY: V.S.
CHECKED BY: J.N.H.
FILE NO.: 16143.02
DATE: 12/01/2022
SCALE:
DATE OF FIELD WORK: 11/30/22

FULTON COUNTY
GEORGIA

LAND LOT(S)
DISTRICT

BY

DESCRIPTION

DATE

REV

DATE

This drawing is the property of Planners & Engineers Collaborative and is not to be copied or used in any way without the written permission of Planners & Engineers Collaborative. It is not to be used on any other project and it is to be returned upon request. © Planners and Engineers Collaborative

STRUCTURE LEGEND

CABLE / TV	Cable / TV Marker	SEWER	Grease Trap
Cable / TV Pedestal	Cable / TV Pedestal	Sanitary Sewer Manhole	Cleanout
Cable / TV Manhole	Cable / TV Manhole	Sanitary Sewer Vent Pipe	Sanitary Sewer Marker
Cable / TV Handhole	Cable / TV Handhole	Sanitary Sewer Force Main Valve	Sanitary Sewer Lift Station
Cable / TV Cable Box	Cable / TV Cable Box		
ELECTRIC/POWER	Transformer	SITE / TOPOGRAPHIC FEATURES	Street Sign
Electric Meter	Electric Meter	Air Condition Unit	Ballast
Power Pole/Utility Pole	Power Pole/Utility Pole	Mailbox	Satellite Dish
Street Light/Light Pole	Street Light/Light Pole	Flag Pole	Monitoring Well
Electric Panel	Electric Panel	Antenna	Column
Electric Box	Electric Box	Camera Pole / Camera	Bore Hole Location
Electric Manhole	Electric Manhole	Mail Post	Rail Road Mile Post
Electric Handhole	Electric Handhole		
Electric / Power Marker	Electric / Power Marker		
Spot Light	Spot Light		
FIBER OPTIC	Fiber Optic Marker	STORM / DRAINAGE	Storm Structure Lid
Fiber Optic Manhole	Fiber Optic Manhole	Drop Inlet	Catch Basin
Fiber Optic Pedestal	Fiber Optic Pedestal	Single Wing Catch Basin	Double Wing Catch Basin
		Weir Inlet	Head Wall
GAS	Gas Meter	Junction Box	Curb Inlet
Gas Valve	Gas Valve	Flared-in Section	Down Spout
Gas Fill Cap	Gas Fill Cap		
Gas Manhole	Gas Manhole		
Gas Marker	Gas Marker		
Gas Pressure Relief Valve	Gas Pressure Relief Valve		
Gas Vault	Gas Vault		
Gas Vent Pipe	Gas Vent Pipe		
PAVEMENT MARKING		TELEPHONE	Telephone Terminal Box
BUS ONLY	Pavement Marking	Telephone Marker	Telephone Handhole Box
SCHOOL	Pavement Marking	Telephone Manhole	Telephone Cabinet
	Pavement Marking		
Turn Arrow Left/Right	Turn Arrow Left/Right	TRAFFIC	Overhead Traffic Signal
Turn Arrow Left	Turn Arrow Left	Traffic Handhole Box	Telephone Handhole Box
Turn Arrow Right	Turn Arrow Right	Traffic Signal Pole	Traffic Signal Loop Control Box
Traffic Arrow Straight	Traffic Arrow Straight		
Traffic Arrow Straight/Left	Traffic Arrow Straight/Left	WATER	Fire Hydrant
Traffic Arrow Straight/Right	Traffic Arrow Straight/Right	Irrigation Control Valve	Water Meter
Traffic Arrow U-Turn	Traffic Arrow U-Turn	Water Valve	Fire Department Connection
Handicap Pavement Marking	Handicap Pavement Marking	Pressure Irrigation Valve	Water Vent Pipe
Bike Lane Pavement Marking	Bike Lane Pavement Marking	Water Valve Marker	Water Marker
PROPERTY MONUMENTS	Right-of-Way Monument Found	Water Manhole	Water Air Release Valve
Concrete Monument Found	Concrete Monument Found	Water Back Flow Preventer	Sprinkler Head
Iron Pin Set	Iron Pin Set	Sprinkler Valve	
Iron Pin Found (Rebar found)	Iron Pin Found (Rebar found)		
PK Nail Set	PK Nail Set		
PK Nail Found	PK Nail Found		
Point	Point		
Benchmark	Benchmark		
MISCELLANEOUS			
Land Lot Symbol	Land Lot Symbol		

LINETYPES

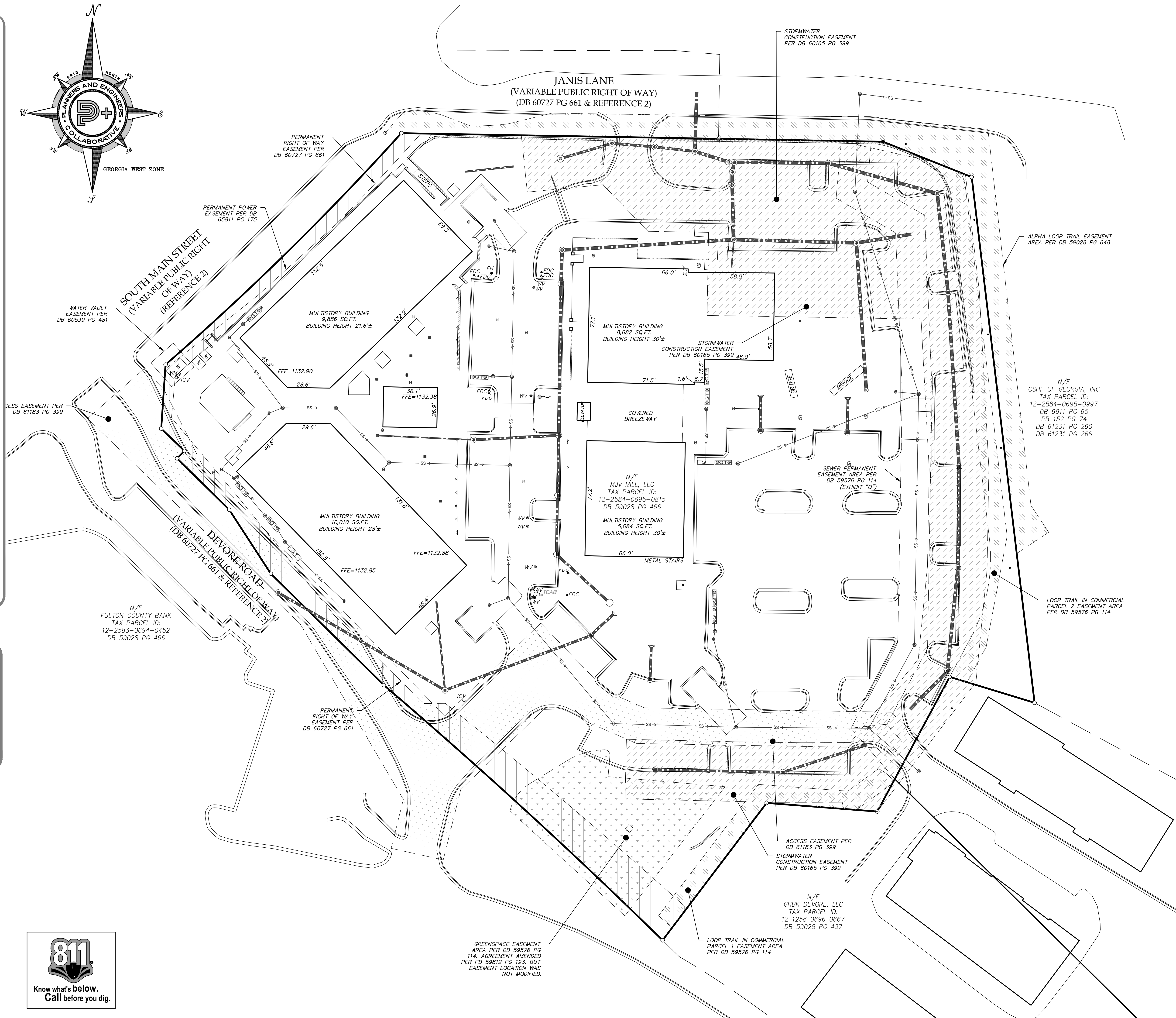
PROPERTY	Adjacent Property	EXISTING OVERHEAD	Overhead Wires
Property Line	Property Line	EXISTING UNDERGROUND	Cable
Center of Creek	Center of Creek	Electric	Fiber Optic
FENCE LINES	Barb Wire Fence	Gas	Telecommunications
Chain link fence	Chain link fence	Water	Television
Wood Fence	Wood Fence	Storm Drainage Line	Sanitary Sewer
Woven Wire Fence	Woven Wire Fence		
SITE / TOPOGRAPHIC FEATURES	Guardrail		

ABBREVIATIONS

APPROX.	Approximate	I.E.	Invert Elevation
#4	1/2" Rebar	IPF	Iron Pin Found
C&G	Curb and Gutter	IPF	Iron Pin Set
CLF	Chain Link Fence	LP	Light Pole
CMP	Corrugated Metal Pipe	MW	Monitoring Well
CO	Clean Out	N/F	Now or Formerly
COP	Corrugated Plastic Pipe	OTF	Open Top Pipe
DB	Deed Book	PB	Plot Book
DI	Drop Inlet	PG	Page
DE	Drainage Easement	PKF	PK Nail Found
EOP	Edge of Pavement	PKS	PK Nail Set
EPP	Electric Power Pole	PGB	Point of Beginning
EPAN	Electric Panel	POC	Point of Commencement
ESMT	Easement	PVC	Polyvinyl Chloride Pipe
FES	Flared End Section	RBC	Rebar Capped
FFE	Finish Floor Elevation	RCP	Reinforced Concrete Pipe
FI	Fire Hydrant	ROM	Right of Way Monument
FLGP	Flag Pole	SSE	Sanitary Sewer Easement
GA	Gas Meter	SSMH	Sanitary Sewer Manhole
GM	Gas Meter	TRAN	Transformer
GW	Guy Wire	VCP	Vitrified Clay Pipe
HDR	Hard Roll	W.D.F.	Wood Fence
H.W.	Hard Wood	WM	Water Meter
HW	Headwall	WV	Water Valve
ICV	Irrigation Control Valve		



Know what's below.
Call before you dig.



SHEET 2 OF 3

DRAWN BY: JVS
CHECKED BY: JWH
FILE NO.: 16143.02
DATE: 12/01/2022
SCALE: DATE OF FIELD WORK: 11/30/22

FOR
ALTA/NSPS LAND TITLE SURVEY
STRS GA OHIO INVESTMENTS, LLC, a Delaware limited liability company; MIV MILL, LLC, a Georgia limited liability company; MCNAMANY MCEOD HELLER, LLC, IBERIABANK, N.A., its successors and/or assigns, as their interest may appear and FIRST AMERICAN TITLE INSURANCE COMPANY
LAND LOT(S) 1ST DISTRICT
FULTON COUNTY GEORGIA
693, 694, 695, 696

REVISIONS

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			



Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORETS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770) 451-1271 WWW.PEC.PLUS
C.O.A.-LSF000004

This document is the property of Planners and Engineers Collaborative and is not to be copied, reproduced, or in any way used without the express written permission of Planners and Engineers Collaborative. It is not to be used on any other project and it is to be returned upon request. © Planners and Engineers Collaborative

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED AND TO THE SURVEYOR'S BEST KNOWLEDGE ARE APPROXIMATELY AS SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
2. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR FULTON COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13121C0058F, PANEL 58 OF 490, EFFECTIVE DATE SEPTEMBER 18, 2013 AND FOUND NO PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD), THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
3. THIS SITE IS TIED TO GRID NORTH BASED ON GPS OBSERVATIONS ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN NOVEMBER 2022. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVDB88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
4. THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
5. THE TOPOGRAPHIC INFORMATION SHOWN HEREON IS ONLY INTENDED TO COVER A SPECIFIC PORTION OF THE SUBJECT PROPERTY.
6. NO ZONING INFORMATION PROVIDED FOR BUILDING SETBACKS.
7. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF GEORGIA.
8. THE PROPERTY DESCRIBED HERE ON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN COMMITMENT NO. 0-132/1761 WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2022, AT 5:00 O'CLOCK P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
9. THE PROPERTY HAS DIRECT ACCESS TO DEVORE ROAD, A DEDICATED PUBLIC ROAD, AND SOUTH MAIN STREET, A DEDICATED PUBLIC STREET.
10. THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

REFERENCES

1. MJV MILL, LLC, A GEORGIA LIMITED LIABILITY COMPANY, McMANAMY McLEOD HELLER, LLC, IBERIABANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR AND CHICAGO TITLE INSURANCE COMPANY, PREPARED BY PLANNERS AND ENGINEERS COLLABORATIVE, DATED FEBRUARY 28, 2019, SIGNED AND SEALED BY JONATHAN N. HOWARD, REGISTERED LAND SURVEYOR IN THE STATE OF GEORGIA, LICENSE NUMBER 3008.
2. DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, RIGHT OF WAY OF PROPOSED SR 9/NORTH MAIN STREET FROM ACADEM STREET TO WINDWARD PARKWAY & SR 9/SOUTH MAIN STREET FROM UPPER HENBREE ROAD TO ACADEMY STREET, FULTON COUNTY, FEDERAL AID PROJECT STP00-0114-01(084) & (085), PREPARED BY POND & COMPANY, PLANS COMPLETED ON 10-01-2014, LOCATION AND DESIGN APPROVAL DATE 03-21-2016.

LEGAL DESCRIPTION – TITLE

Parcel I
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 693, 694, 695 & 696 of the 1st District, 2nd Section, Fulton County, City of Alpharetta, Georgia and being more particularly described as follows:
To find the TRUE POINT OF BEGINNING, commence from a point at the intersection of the westerly right-of-way line of Haynes Bridge Road (Variable R/W) with the northerly right-of-way (R/W) line of Devore Road (60' R/W Public); thence along said northerly right-of-way line of Devore Road the following courses and distances: North 89 degrees 42 minutes 00 seconds West a distance of 202.29 feet to a point; thence 74.81 feet along an arc of a curve to the right, said curve having a radius of 689.23 feet and a chord bearing and distance of North 86 degrees 35 minutes 26 seconds West 74.77 feet to a concrete monument found; thence 124.63 feet along an arc of a curve to the right, said curve having a radius of 321.66 feet and a chord bearing and distance of North 71 degrees 18 minutes 18 seconds West 123.85 feet; thence 43.66 feet along an arc of a curve to the right, said curve having a radius of 558.16 feet and a chord bearing and distance of North 58 degrees 24 minutes 4 seconds West 43.65 feet to a point; thence North 53 degrees 16 minutes 29 seconds West a distance of 147.40 feet to a point; thence North 52 degrees 48 minutes 25 seconds West a distance of 523.61 feet to a point; thence North 25 minutes 46 seconds West a distance of 58.65 feet to a point; thence 71.78 feet along an arc of a curve to the left, said curve having a radius of 611.65 feet and a chord bearing and distance of North 57 degrees 48 minutes 10 seconds West 71.74 feet to an iron pin set and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established; thence continuing along said right-of-way line of Devore Road the following courses and distances: 206.02 feet along an arc of a curve to the left, said curve having a radius of 611.65 feet and a chord bearing and distance of North 70 degrees 48 minutes 51 seconds West 205.05 feet; thence North 78 degrees 54 minutes 49 seconds West a distance of 85.67 feet to an iron pin found; thence leaving said right-of-way line North 16 degrees 26 minutes 25 seconds East a distance of 135.16 feet to an iron pin found; thence North 45 degrees 57 minutes 21 seconds West a distance of 200.00 feet to an iron pin found on the southeasterly right-of-way line of South Main Street (Variable R/W); thence along said right-of-way line the following courses and distances: North 48 degrees 40 minutes 47 seconds East a distance of 99.80 feet to a point; thence North 46 degrees 18 minutes 21 seconds East a distance of 100.00 feet to a point; thence North 42 degrees 54 minutes 25 seconds East a distance of 77.05 feet to an iron pin found; thence leaving said right-of-way line South 88 degrees 59 minutes 11 seconds East a distance of 333.85 feet to an iron pin found; thence South 68 degrees 15 minutes 52 seconds East a distance of 64.01 feet to an iron pin set; thence South 6 degrees 49 minutes 14 seconds East a distance of 365.00 feet to an iron pin set; thence North 73 degrees 0 minutes 25 seconds West a distance of 59.50 feet to an iron pin set; thence South 28 degrees 18 minutes 9 seconds West a distance of 102.51 feet to an iron pin set; thence North 85 degrees 34 minutes 15 seconds West a distance of 74.43 feet to an iron pin set; thence South 37 degrees 9 minutes 36 seconds West a distance of 119.57 feet to an iron pin set and the TRUE POINT OF BEGINNING.
Said tract containing 5.497 acres.

Easement Parcel No. 1:

TOGETHER WITH easements appurtenant to said property as contained in Easement Agreement between CSHF of Georgia, Inc. and the proposed insured, dated as of July 18, 2018, filed July 24, 2018, recorded at Deed Book 59028, page 442, aforesaid Records and recorded August 14, 2018 in Deed Book 59120, page 648, aforesaid Records.

LESS AND EXCEPT property described in Right of Way Deed and Permanent Easement from MJV Mill, LLC to Department of Transportation dated October 25, 2019, filed October 29, 2019, recorded in Deed Book 60727, page 661, aforesaid records.

ALTA/NSPS LAND TITLE SURVEY – TABLE "A" ITEMS

1. MONUMENTS PLACED OR FOUND AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, AND SHOWN HEREON.
2. ADDRESS(ES) OF THE SURVEYED PROPERTY: 13 SOUTH MAIN STREET, ALPHARETTA, GEORGIA
3. FLOOD ZONE INFORMATION IS INCLUDED IN GENERAL NOTES, NOTE 2.
4. GROSS LAND AREA OF SUBJECT PROPERTY IS 4.897 ACRES.

6(A). IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.

6(B). IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.

7(A)(1). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.

7(C). MEASURED HEIGHT OF ALL BUILDINGS ABOVE GRADE SHOWN HEREON.

8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.

9. NUMBER AND TYPE OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES IS SHOWN HEREON.

10. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY. NORTHERLY CURB LINE OF DEVORE ROAD ENCROACHES ONTO THE PROPERTY.

11. OBSERVED EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY LOCATED AND SHOWN HEREON. NO ADDITIONAL LOCATE OR INVESTIGATION OF UTILITIES REQUESTED BY THE CLIENT.

13. ADJACENT OWNER INFORMATION IS SHOWN HEREON AS REQUIRED BY GEORGIA STANDARDS.

14. DISTANCE FROM PROPERTY TO INTERSECTION OF THE (NEAREST STREET) IS SHOWN HEREON.

15. EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

16. PROPOSED CHANGES IN STREET RIGHT OF WAY LINES IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 693, 694, 695 & 696 of the 1st District, 2nd Section, Fulton County, City of Alpharetta, Georgia and being more particularly described as follows:

BEGIN at a set 1/2 inch rebar with cap at the most northerly end of mitered intersection created by southeasterly right-of-way line of South Main Street (variable public right of way) and the northeasterly right of way line of Devore Road (variable public right of way), said rebar being the TRUE POINT OF BEGINNING;

THENCE along said southeasterly right of way line of South Main Street along a curve turning to the left with an arc length of 221.65 feet, having a radius of 1844.00 feet, being subtended by a chord bearing of North 45 degrees 31 minutes 51 seconds East, and a chord length of 221.52 feet to a set 1/2 inch rebar with cap at the intersection created by said southeasterly right of way of South Main Street and the south right of way line of Janis Lane (variable public right of way); thence leaving said southeasterly right of way of South Main Street and proceed along said south right of way line of Janis Lane South 88 degrees 59 minutes 11 seconds East a distance of 212.76 feet to a point; thence leaving said south right of way of Janis Lane and proceed South 88 degrees 59 minutes 11 seconds East a distance of 110.32 feet to a found 1/2 inch rebar; thence South 68 degrees 15 minutes 52 seconds East a distance of 64.01 feet to a set 1/2 inch rebar with cap; thence South 06 degrees 49 minutes 14 seconds East a distance of 355.00 feet to a set 1/2 inch rebar with cap; thence North 73 degrees 00 minutes 25 seconds West a distance of 59.50 feet to a set 1/2 inch rebar with cap; thence South 28 degrees 16 minutes 09 seconds West a distance of 102.51 feet to a set 1/2 inch rebar with cap; thence North 85 degrees 34 minutes 15 seconds West a distance of 74.43 feet to a set 1/2 inch rebar with cap; thence South 37 degrees 09 minutes 36 seconds West a distance of 115.52 feet to a set 1/2 inch rebar with cap on said northeasterly right of way line of Devore Road; thence along said northeasterly right of way line of Devore Road the following courses and distances: along a curve turning to the left with an arc length of 253.39 feet, having a radius of 3715.00 feet, being subtended by a chord bearing of North 47 degrees 31 minutes 37 seconds West, and a chord length of 253.34 feet to a set 1/2 inch rebar with cap; North 45 degrees 26 minutes 06 seconds West a distance of 106.38 feet to a set 1/2 inch rebar with cap; North 33 degrees 01 minutes 40 seconds West a distance of 51.20 feet to a set 1/2 inch rebar with cap; North 45 degrees 26 minutes 06 seconds West a distance of 49.11 feet to a set 1/2 inch rebar with cap; North 44 degrees 33 minutes 54 seconds East a distance of 7.00 feet to a set 1/2 inch rebar with cap; North 46 degrees 02 minutes 40 seconds West a distance of 21.59 feet to a set 1/2 inch rebar with cap at the most southerly end of said mitered intersection; thence North 03 degrees 51 minutes 39 seconds East a distance of 42.96 feet to a set 1/2 inch rebar with cap, said rebar being the TRUE POINT OF BEGINNING.

Tract or parcel contains 213,303 square feet or 4.897 acres.

TITLE EXCEPTIONS

First American Title Insurance Company Commitment number 0-132/1761 with an effective date of September 28, 2022, at 5:00 o'clock P.M. was used in the preparation of this survey and the listed exceptions are as follows:

13. from C. H. Maddox to Georgia Power Company, dated June 4, 1940, filed June 14, 1940, recorded in Deed Book 1714, page 397(a), aforesaid records. Comment: May or may not affect subject property. Deed is too vague and blanket in nature.

14. Slope easements contained in that certain Right of Way Deed from C.H. Maddox to Fulton County, dated May 29, 1942, filed June 8, 1942, recorded in Deed Book 1884, page 6(a), aforesaid records. Comment: Does not affect subject property, previous take

15. Easement from J. Will Wood to Georgia Power Company, dated November 29, 1948, recorded in Deed Book 2390, page 297, aforesaid records. Comment: Affects subject property, easement blanket in nature.

16. General Permit from Alpha Development Corporation, Inc. to Southern Bell Telephone and Telegraph Company, dated December 3, 1956, filed December 31, 1956, recorded in Deed Book 3183, page 53(a), aforesaid records. Comment: Affects subject property, easement blanket in nature.

17. Easement from Alpha Development Corp. to Georgia Power Company, dated July 17, 1973, filed July 27, 1973, recorded in Deed Book 5873, page 358, aforesaid records. Comment: Affects subject property, easement blanket in nature.

18. Regulatory Agreement Housing for the Elderly-Nonprofit between CSFH of Georgia, Inc. and Secretary of Housing and Urban Development, dated January 27, 1986, filed January 28, 1986, recorded in Deed Book 9938, page 28, aforesaid records; as affected by that certain Quitclaim Deed from Secretary of Housing and Urban Development to Department of Transportation, dated January 22, 2022, filed February 26, 2020, recorded in Deed Book 61231, page 266, aforesaid records. Comment: Does not affect but benefits subject property. Access point located on the north end of subject property.

19. Cable TV Subscription Agreement between CSHF of Georgia, Inc. and Atlanta Cable Partners, L.P., a Georgia limited partnership, dated March 1, 1994, filed May 12, 1994, recorded in Deed Book 18316, page 45, aforesaid records. Comment: May or may not affect subject property. No property description provided in above referenced deed.

20. Lease between CSHF of GA, Inc., Lessor, and Coinmach Corporation, Lessee, as evidenced by that certain Lease Memorandum between said parties, dated November 11, 2010, filed March 10, 2011, recorded in Deed Book 49901, page 591, aforesaid records. Comment: Not a survey item.

21. Easement from Alpha Development to Georgia Power Company dated October 23, 2013, filed November 8, 2013, recorded in Deed Book 53334, Page 33, Fulton County, Georgia records. Comment: Does not affect subject property. Easement possibly expired due to new development.

22. Joint Development, Reciprocal Easement and Cost Sharing Agreement by and between MJV Mill, LLC, a Georgia limited liability company and GRBK Devore, LLC, a Georgia limited liability company, dated as of July 18, 2018, filed July 24, 2018 recorded in Deed Book 59028, page 471, aforesaid records, re-filed January 2, 2019, recorded in Deed Book 59576, page 114, aforesaid records; as amended by that certain First Amendment to Joint Development, Reciprocal Easement and Cost Sharing Agreement between MJV Mill, LLC and GRBK Devore, LLC, dated March 18, 2019, filed March 20, 2019, recorded in Deed Book 59812, page 193, aforesaid records; as further amended by that certain Second Amendment to Joint Development, Reciprocal Easement and Cost Sharing Agreement between MJV Mill, LLC and GRBK Devore, LLC, dated May 17, 2019, filed June 19, 2019, recorded in Deed Book 60165, page 399, aforesaid records; as further amended by that certain Third Amendment to Joint Development, Reciprocal Easement and Cost Sharing Agreement between MJV Mill, LLC and GRBK Devore, LLC, dated November 8, 2019, filed November 25, 2019, recorded in Deed Book 60840, page 191, aforesaid records. Comment: Affect subject property. Plottable easements are shown on survey. Some of the easement's configuration possibly changed from original design to approved land development permit. See exception 26 for possible

23. Water Vault Easement from MJV Mill, LLC to Fulton County, undated, filed September 20, 2019, recorded in Deed Book 60539, page 481, aforesaid records. Comment: Affects subject property as shown on survey.

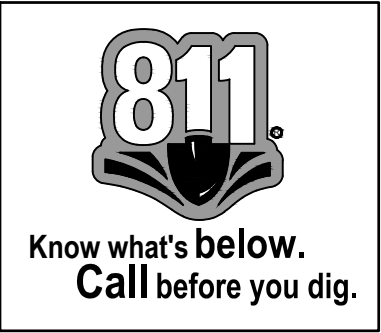
24. Right of Way Deed and Permanent Easement from MJV Mill, LLC to Department of Transportation, dated October 25, 2019, filed October 29, 2019, recorded in Deed Book 60727, page 661, aforesaid records. Comment: Affects subject property as shown on survey.

25. Underground Easement from MJV Mill, LLC to Georgia Power Company, dated February 5, 2020, filed February 14, 2020, recorded in Deed Book 61183, page 660, aforesaid records. Comment: Affects subject property. Easement blanket in nature and not plottable.

26. Stormwater Management Facilities and Practices Covenants from MJV Mill, LLC to City of Alpharetta, dated July 15, 2019, filed December 23, 2020, recorded in Deed Book 62864, page 230, aforesaid records. Comment: Affects subject property. Location of the stormwater easements cannot be plotted. Additional information is required to show exact location of said easement.

27. Easement from MJV Mill, LLC to Georgia Power Company, dated February 15, 2022, filed June 14, 2022, recorded in Deed Book 65811, page 175, aforesaid records. Comment: Affects subject property as shown on survey.

28. All matters disclosed on that certain ALTA/NSPS Land Title Survey for STRS GA Investments, LLC and First American Title Insurance Company prepared by _____, Georgia Registered Land Surveyor No. _____ of _____, dated _____, 2022, last revised _____, 2022.



SHEET 3 OF 3
DRAWN BY: MJS
CHECKED BY: WH
FILE NO.: 16143.022
DATE: 12/01/2022
SCALE:
DATE OF FIELD WORK: 11/30/22

ALTA/NSPS LAND TITLE SURVEY
FOR
STRS GA OHIO INVESTMENTS, LLC, a Delaware limited liability company; MJV MILL, LLC, a Georgia limited liability company; McMANAMY McLEOD HELLER, LLC, IBERIABANK, N.A., its successors and/or assigns, as their interest may appear and FIRST AMERICAN TITLE INSURANCE COMPANY

LAND LOTS
DISTRICT 1ST

693, 694, 695, 696

FULTON COUNTY
GEORGIA

REVIEWS	DESCRIPTION	DATE	BY
5			
4			
3			
2			
1			
REV			

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED USING A TOPCON TOTAL STATION "ES103", "ES105", GEOMAX ZOOM90 ROBOTIC STATION, A GEOMAX ZENIUS800 SERIES DATA COLLECTOR, eGPS 20TL GNSS RECEIVER WITH A SITE-LOCALIZED RTK NETWORK, AND HAS A RELATIVE POSITIONAL ACCURACY OF 0.1 FEET.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN xxxxx FEET.

To STRS GA OHIO INVESTMENTS, LLC, a Delaware limited liability company; MJV Mill, LLC., a Georgia limited liability company, McManamy McEod Heller, LLC, Iberiabank, N.A., its successors and/or assigns, as their interest may appear and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7, 8, 9, 10, 13, 16, and 18 of Table A thereof. The field work was completed on: 11/30/2022

Date of Map or Plat: 12/01/2022

Surveyor's Signature

Printed name

Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
360 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770)461-12741 WWW.PEC.PLUS
C.O.A.-LSF000004



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: October 28, 2024

AGENDA ITEM: E-24-06 GRECO/1530 STELTEN WAY BACKYARD CHICKENS

The applicant, Hannah Greco, is requesting consideration of an exception to allow backyard chickens on a property less than one (1) acre and with a chicken coop side setback of thirteen feet (13'). The chickens and associated structures are currently existing on the property. The subject property is located at 1530 Stelten Way in the Fuller Farms subdivision.

STAFF RECOMMENDATION:

Approve E-24-06 Greco/1530 Stelten Way Backyard Chickens, subject to the following conditions:

1. Backyard chickens shall be permitted on a 0.47-acre property located at 1530 Stelten Way, subject to compliance with all related City regulations except as noted in the conditions below.
2. Chicken coop shall be permitted as depicted on the submitted site plan with a 13' side setback.
3. Exception to allow backyard chickens shall be limited to the current property owner.

ITEM DESCRIPTION:

The submitted request, if approved, would allow backyard chickens on a property less than one (1) acre and with a chicken coop side setback of thirteen feet (13'). The chickens and associated structures are currently existing on the property. The City's Code Enforcement Division identified the non-conformity and notified the property owner of the need to resolve the matter. The subject property is located at 1530 Stelten Way in the Fuller Farms subdivision.

The 0.47-acre property is zoned R-15 (Dwelling, 'For-Sale', Residential) and is developed with a one (1) story, 1,590 square foot single-family detached home. Surrounding properties are zoned R-15 and located in the Fuller Farms subdivision, except that the property to the north is located in the Brierfield subdivision.

Unified Development Code (UDC) Subsection 2.3.3, Accessory Uses and Structures, allows backyard chickens on minimum one (1) acre properties with a single-family detached dwelling. The regulations limit the number of backyard chickens to no more than six (6) hens, no roosters allowed, minimum 25' side and rear setbacks for structures associated with backyard chickens, and no chickens permitted within undisturbed stream buffers, wetlands, or floodplain.

The site plan depicts the chicken coop in the rear yard of the property with a side yard setback of approximately thirteen feet (13') from the western side property line and rear setback of approximately 55' from the rear property line. The chicken coop is nine feet (9') by seven feet (7'), or 63 square feet, and the run is eighteen feet (18') by fourteen feet (14'), or 252 square feet. Neither structure requires a building permit. A twenty-foot (20') visual screen, or landscape buffer, is located along the rear property line abutting Mid Broadwell Road. The buffer is heavily landscaped with evergreen landscape material, including a six-foot (6') tall berm. The applicant has six (6) hens and no roosters. There is an intermittent stream located approximately 150' to the east of the applicant's property and a perennial stream located approximately 475' to the south of the applicant's property. The City's Stormwater Engineer has reviewed the applicants request and has no concerns with the proximity of the backyard chickens to the streams.

EXCEPTION REVIEW CRITERIA

The City of Alpharetta Unified Development Code (UDC) Article IV, Section 4.5.5 outlines the criteria set forth for granting an exception. City Council approved UDC text amendments in June 2024 allowing for exceptions to regulations pertaining to uses customarily accessory to dwellings located in residential zoning districts (UDC Subsection 2.3.3(C)), which includes backyard chickens.

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

Response: The property does not have exceptional conditions due to its size, shape or topography justifying the applicant's request. However, the rear yard of the property is screened from Mid Broadwell Road with a heavily landscaped visual screen, which includes a six-foot (6') berm. In addition, the applicant has had the backyard chickens for approximately three (3) years without any complaints.

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

Response: Application of the ordinance would require the property owner to remove the backyard chickens and associated chicken coop and run.

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

Response: The property has peculiar conditions which support the applicant's request. The property has a heavily landscaped visual screen in the rear yard, which includes a six-foot berm. In addition, the applicant has had the backyard chickens for approximately three (3) years without any complaints.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: The applicant's proposal would not cause a substantial detriment to the public good. The applicant's backyard chickens are sufficiently separated from the streams to the south and east and the City's Stormwater Engineer does not have concerns with the proximity of the backyard chickens to the streams. Exceptions have been approved to allow backyard chickens on residential lots less than one (1) acre. An adjacent neighbor and the Fuller Farms HOA are in support of the applicant's request.

CONCURRENCES

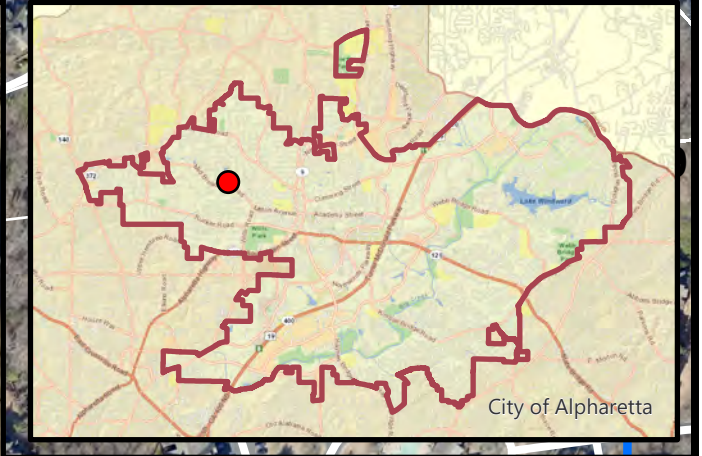
City Staff has reviewed the applicant's proposal and finds that the exception does not conflict with the established review criteria. Exceptions have been approved to allow backyard chickens on residential lots less than one (1) acre. An adjacent neighbor and the Fuller Farms HOA are in support of the applicant's request.

CITIZEN PARTICIPATION PLAN

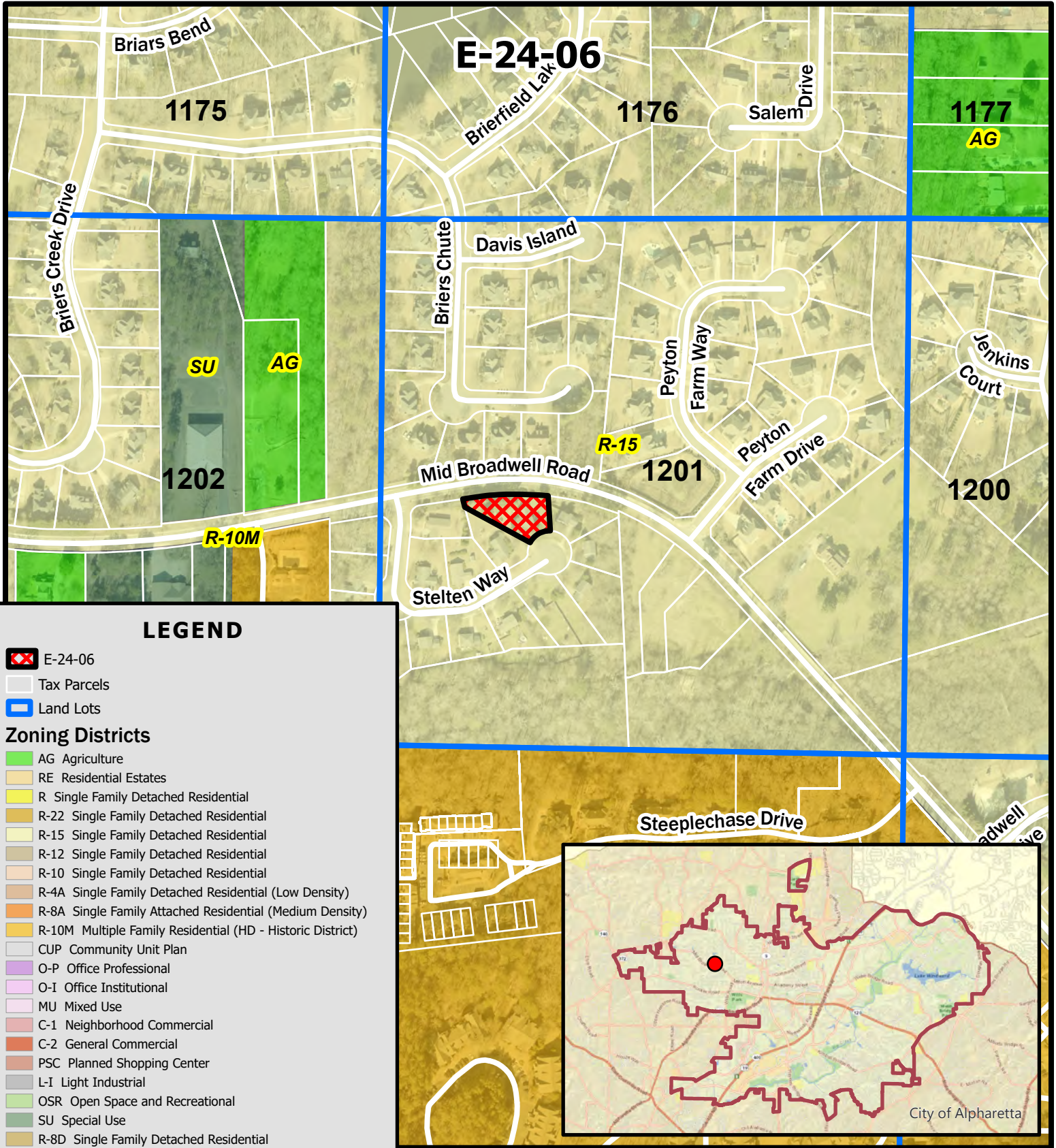
The applicant notified all properties within 500' of the subject property and the Fuller Farms HOA regarding the request for exception and intent for the property. The applicant's report indicates that several members of the public reached out to express their support for the request. Two (2) people expressed concern that the chickens would attract wildlife to the area. Letters of support were provided from an adjacent property, 1520 Stelten Way, and Fuller Farms HOA.

ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Stream Buffer Exhibit
- Citizen Part B
- Application



E-24-06
D/LL: 2/2/1201
CC: 10/28/24



LEGEND

- E-24-06
- Tax Parcels
- Land Lots

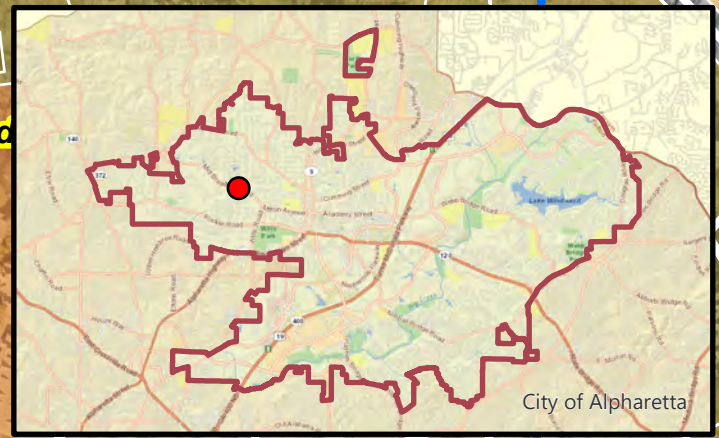
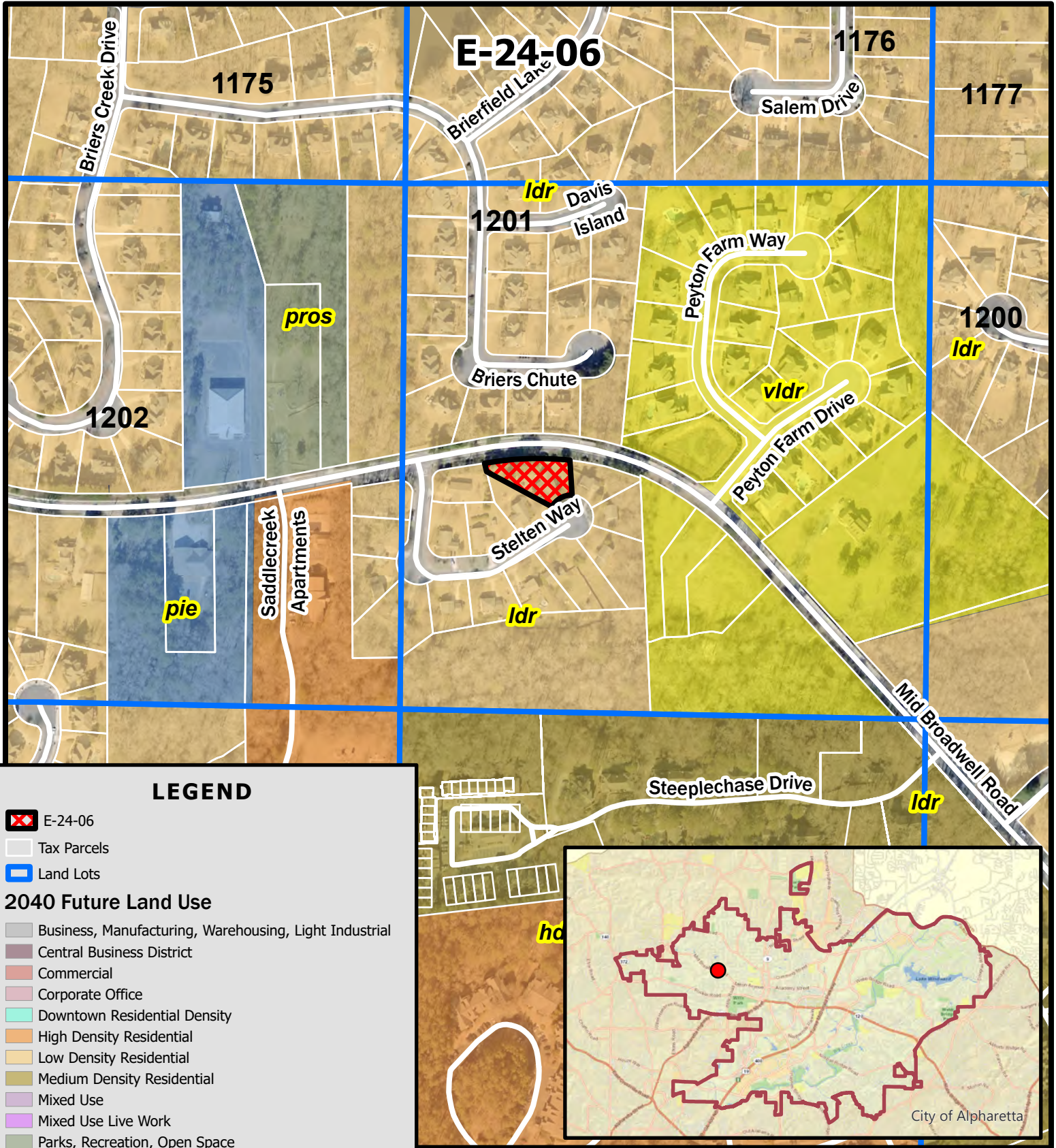
Zoning Districts

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

E-24-06

D/LL: 2/2/1201

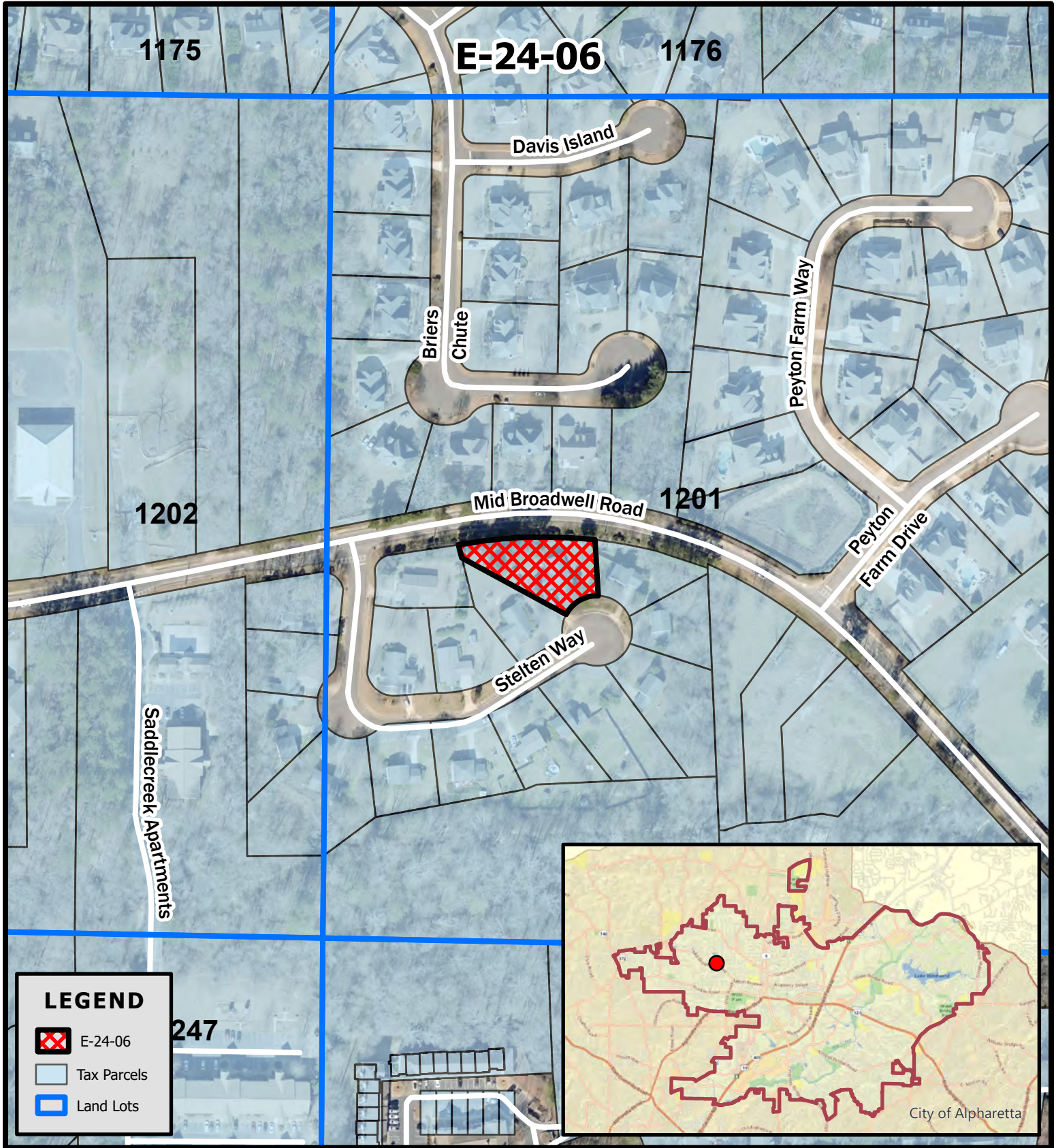
CC: 10/28/24



E-24-06
D/LL: 2/2/1201
CC: 10/28/24

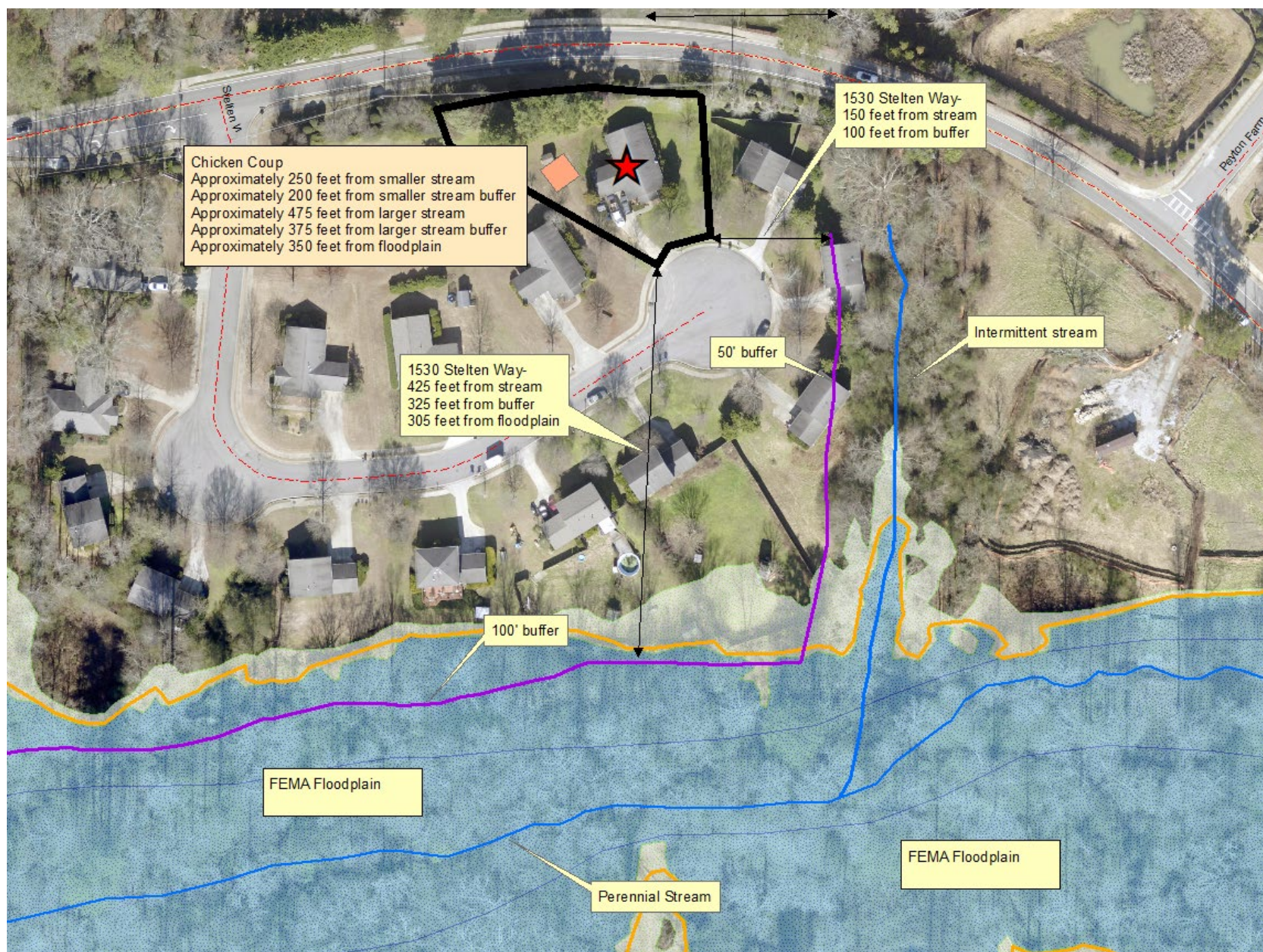


Future Land Use Map
Greco/Backyard Chickens
1530 Stelten Way



E-24-06
D/LL: 2/2/1201
CC: 10/28/24

Location Map
Greco/Backyard Chickens
1530 Stelten Way



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: ~~Greco Chickens~~ Greco Chickens

Contact Name: ~~Hannah Greco~~ Hannah Greco

Telephone: ~~(678) 5117-4888~~

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

I didn't receive any comments from the community.

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other (Please Specify) _____

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

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

Signature of Authorized Agent: _____

Date: 10/06/2024

Print Form

Dear Property Owner:

Please allow this letter to serve as public notice for Consideration of an exception to allow backyard chickens on a 0.47-acre residential property and a chicken coop with a side setback of approximately 13'. Unified Development Code (UDC) Subsection 2.3.3(C)(9) Accessory Uses and Structures, Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts requires that backyard chickens be located on a minimum 1-acre residential property with associated structures having a minimum setback of 25' from the side and rear property lines. The property is located at 1530 Stelten Way and is legally described as being located in Land Lot 1201, 2nd District, 2nd Section, Fulton County, Georgia.

This item will be considered by City Council on Monday, October 28, 2024, at 6:30 PM. The meeting 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 678-517-4888.
Sincerely,

Hannah Greco

GRECO CAMERON PATRICK
1530 STELTEN WAY
ALPHARETTA GA 30004

PEYTON FARM HOMEOWNERS ASSOCIATION INC
1000 HOLCOMB WOODS PKWY BLDG/STE 200 200
ROSWELL GA 30076

BAIN KATHERINE M
12335 PEYTON FARM WAY
ALPHARETTA GA 30009

OWUSU AWUAH JACQUELINE HANNAH
& OCRAN WILLIAM
12340 PEYTON FARM WAY
ALPHARETTA GA 30004

PATRICK MICHAEL C & PATRICK JILL L
12345 PEYTON FARM WAY
ALPHARETTA GA 30004

WILLIS MATTHEW & WILLIS RACHEL
12350 PEYTON FARM WAY
ALPHARETTA GA 30004

SACHDEVA SACHIN & ABRAHAM MARY
12355 PEYTON FARM WAY
ALPHARETTA GA 30004

KALPATHI VINOD & KRISHNAN RAMYA
12360 PEYTON FARM WAY
ALPHARETTA GA 30004

SACHDEV SHANTANU & MANKOO PRIYANKA
12370 PEYTON FARM WAY
ALPHARETTA GA 30004

BRIERFIELD HOMEOWNERS ASSOCIATION INC
1465 NORTHSIDE DR STE 128
ATLANTA GA 30318

MONEY LOUISE E
1485 STELTEN WAY
ALPHARETTA GA 30004-5328

CITY OF ALPHARETTA GA
& DONALD E HARPER
1490 MID BROADWELL RD
ALPHARETTA GA 30004

AGUILA DINORAH
1490 STELTEN WAY
ALPHARETTA GA 30004-5328

MILLS ADRIENNE DORIS
1500 STELTEN WAY
ALPHARETTA GA 30004

DIIOUBATE SOULEYMANE
1505 STELTEN WAY
ALPHARETTA GA 30004

ISLAS ENRIQUE SANTOS & LEON FRANCISCA ORTIZ
1510 STELTEN WAY
ALPHARETTA GA 30004

RANK CHRISTINE
1520 STELTEN WAY
ALPHARETTA GA 30004

OSMAN HALIMA A & ALI ALI H
1525 STELTEN WAY
ALPHARETTA GA 30004-5328

ADJEI GRACE
1535 STELTEN WAY
ALPHARETTA GA 30004-5328

STONE MACHELL
1540 STELTEN WAY
ALPHARETTA GA 30004

CINTRON SANDRA
1545 STELTEN WAY
ALPHARETTA GA 30004

PALMER LISA EVETTE
1550 STELTEN WAY
ALPHARETTA GA 30004

DAUNT GINA
1555 STELTEN WAY
ALPHARETTA GA 30004

MC ELHANNON RACHELLE
1565 STELTEN WAY
ALPHARETTA GA 30004

KENNEDY KEVIN J & KENNEDY DEBORAH A
1600 BRIERS CHUTE
ALPHARETTA GA 30004

BLOOM BRIAN D ET AL
1605 BRIERS CHUTE
ALPHARETTA GA 30004

WRIGHT PHILLIP ALLEN & DEBORAH HELTON
1610 BRIERS CHUTE
ALPHARETTA GA 30004

COCHRAN DAVID S & SHERRI K
1615 BRIERS CHUTE
ALPHARETTA GA 30004

DOUGHERTY THOMAS & DOUGHERTY CHRISTINE
1620 BRIERS CHUTE
ALPHARETTA GA 30004

LUTYK NICOLE A
1625 BRIERS CHUTE
ALPHARETTA GA 30004

GEIGER JERALD A & DARA W
1635 BRIERS CHUTE
ALPHARETTA GA 30004

AGAN AYTUL
1645 BRIERS CHUTE
ALPHARETTA GA 30004

GUZMAN ESTEBAN & SOLEDAD
1650 MID BROADWELL RD
ALPHARETTA GA 30004

NIGAM PRIYANSH & SINGH SHRUTI
1655 BRIERS CHUTE
ALPHARETTA GA 30004

RAMACHANDRA NIKHIL KOUSHIK SUBBABATTA
& KOUSHIK ASHWINI RAO
1655 PEYTON FARM DR
ALPHARETTA GA 30004

CONNOLLY DAVID & FRANCESCA
1665 BRIERS CHUTE
ALPHARETTA GA 30004

GLOVER DAVID WILLIAM & GLOVER SARA BETH
1665 PEYTON FARM DR
ALPHARETTA GA 30004

MC LAUGHLIN LAURA H
1670 BRIERS CHUTE
ALPHARETTA GA 30004

ANSARI AMIR MORAD
1680 BRIERS CHUTE
ALPHARETTA GA 30004

CITY OF ALPHARETTA GEORGIA
& DONALD E HARPER
2 PARK PLZ
ALPHARETTA GA 30009

WOOD PAUL A & KATHLEEN W
2015 DAVIS ISLAND
ALPHARETTA GA 30004-1190

JSB HOMES INC
2145 CLAY DR
SANDY SPRINGS GA 30350

HABITAT FOR HUMANITY OF NORTH FULTON
814 MIMOSA BLVD
ROSWELL GA 30075

REYNOLDS TAMMY
814 MIMOSA BLVD # C
ROSWELL GA 30075

COLE ROBERT D & KIMBERLY A
2025 DAVIS ISLAND
ALPHARETTA GA 30004

BATHAEI SHAHRZAD & SHERWIN
610 ST REGIS LN
ALPHARETTA GA 30022

OGBONNA KATHEY F
814 MIMOSA BLVD # C
ROSWELL GA 30075

SAUTEE NACOOCHEE HOLDINGS LLC
P.O. BOX 450233
ATLANTA GA 31145

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

ORIGINAL

FOR OFFICE USE ONLY

E-24-06 Case #:

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Hannah Greco

Telephone: 678-517-4888

Address: 1530 Stelten Way

Suite: _____

City Alpharetta

State: GA

Zip: 30004

Fax: _____

Mobile Tel: _____

Email: Hannahmills127@gmail.com

Subject Property Information:

Address: 1530 Stelten Way

Current Zoning: _____

District: _____

Section: _____

Land Lot: _____

Parcel ID: _____

Proposed Zoning: _____

Current Use: Residential

This Application For *(Check All That Apply)*

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐

☐ Master Plan Review

Rezoning

☐ Public Hearing

☒ Variance

☐ Other *(Specify):* _____

☐ X Exception

APPLICANT REQUEST AND INTENT

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

The proposed use of the property is for residential purposes with an additional component dedicated to agricultural activities, specifically the raising of chickens. This integration of a small-scale agricultural operation aligns with sustainable responsible use of the land.

Applicant's Request (Please itemize the proposal):

- Requesting an exception to the ordinance regarding keeping chickens on properties less than 1 acre in size.
- Seeking permission to raise chickens on a combined area of approximately 1 acre including the applicant's lot (.47 acres) and the adjacent neighbor's lot.
- Proposing a variance to the requirement of the chicken coop being 25 feet away from the neighbor's property due to the expressed support and positive relationship with the adjacent neighbor.
- Seeking permission to keep the coop 13 feet from the side property line and 55 feet from the rear property line.

This request is made with the intention of fostering community harmony, maintaining sustainable practices, and addressing the unique circumstances surrounding the property and its adjoining neighbor.

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

The applicant's intent is to establish a residence on a .47-acre property and concurrently raise chickens for personal sustenance, despite the existing ordinance limiting chicken keeping to properties of 1 acre or larger. The proposal seeks an exception to this regulation based on the grounds:

- The combined area of the applicant's lot and the neighboring lot amounts to approximately 1 acre, supporting a reasonable allocation for chicken keeping.
- The adjacent neighbor not only welcomes but finds therapeutic value in the presence of the chickens, expressing explicit support for this endeavor.
- Multiple neighbors endorse the proposal, indicating a broader community acceptance of the intended use of the property.
- The primary purpose of raising chickens is for sustenance through the consumption of eggs, contributing to a self-sufficient lifestyle.

Overall, the applicant aims to harmonize residential living agricultural activities, and community well-being while adhering to responsible land use practices.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Cameron Greco

Telephone: 678-668-9055

Address: 1530 Stelten Way

Suite: _____

City Alpharetta

State: GA

Zip: 30004

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Hannah Greco

Telephone: 678-517-4888

Address: 1530 Stelten Way

Suite: _____

City Alpharetta

State: GA

Zip: 30004

So Sworn and Attested:

Owner Signature: _____

Notary:

Notary Signature: _____

Leila Karobi



Date: 12-22-23

Date: 12/22/23

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Hannah Greco

Subject Public Hearing Case: Backyard Chickens

Campaign Contribution Information:

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

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

Name of Official: N/A Position: N/A

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 1-2-24

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

Extraordinary and exceptional conditions pertaining to the subject property include its size of 0.47 acres, which falls below the 1-acre minimum typically required for chicken-keeping. The unique configuration, combined with the desire for small-scale agricultural activities, sets it apart from the standard properties governed by the zoning regulations.

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

The application of Zoning Code standards to the subject property, specifically the 1-acre requirement for chicken-keeping, would create an unnecessary hardship. The size constraint poses limitations on conventional land use, and strict adherence to the code would hinder reasonable and sustainable development, particularly considering the property's combined area with the neighboring lot.

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

Peculiar conditions of the subject property include its sub-1-acre size and the combined lot area with the neighboring property. These conditions influence the proposed use, with a focus on residential living and small-scale agriculture, diverging from conventional zoning expectations.

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

Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code. The proposal aligns responsible land use practices, supported by neighbor endorsements and the therapeutic benefits recognized. Granting relief would contribute positively to community well-being without compromising broader zoning objectives.

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.

Dear Greco Family,

I trust this letter finds you well. I am writing to express my wholehearted support for your desire to raise chickens on your property. Having witnessed the positive impact of your intention, I believe it not only adds to the charm of our neighborhood but also brings about therapeutic benefits that have personally affected me.

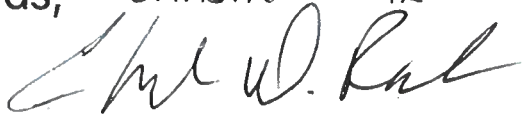
The presence of your chickens has become a source of joy and tranquility for me. The rhythmic clucking and gentle rustle of feathers create a calming atmosphere that I find truly therapeutic. It's a simple pleasure that enhances the quality of our community living.

Understanding that your endeavor aligns with your desire for sustenance through the consumption of eggs further solidifies my endorsement. The self-sufficiency and sustainability you aim for are commendable, contributing positively to the ethos of our neighborhood.

Should there be any neighborhood discussions or considerations regarding your request, please consider me a vocal supporter. I am more than willing to share my experiences and thoughts on the invaluable contribution your chickens make to our shared environment.

Wishing you success in obtaining the necessary approvals, and looking forward to continued enjoyment of the therapeutic presence of your feathered friends.

Best Regards, Christie Rank



1520 Stelten Way
Alpharetta, GA. 30004

Dear Mrs. Greco,

As the President of the Fuller Farms Homeowners Association, I am writing to confirm our endorsement of your proposal to raise chickens on your property.

After careful consideration, the board has reviewed your plans and recognizes your commitment to adhering to our community guidelines and regulations. We appreciate your dedication to maintaining a responsible and sustainable approach to chicken rearing.

Please be advised that, as with any community activity, we request that you continue to be mindful of your neighbors and take necessary measures to prevent any potential disturbances.

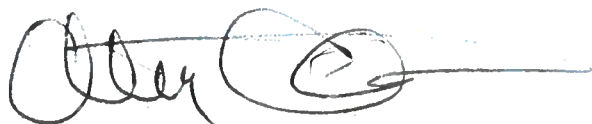
This endorsement is intended to assure you and your neighbors that the Fuller Farms HOA supports your initiative. If you have any further questions or if we can be of assistance in the future, please do not hesitate to contact us.

We wish you success in your endeavor and thank you for your cooperation in upholding the standards of our community.

Sincerely,

President, Fuller Farms HOA

Alexsander Cintron

A handwritten signature in black ink, appearing to read 'Alexsander Cintron', with a long horizontal line extending to the right.

1545 Stellen Way
Alpharetta GA 30004

727-301-6412

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: _____

Contact Name: Hannah Greco Telephone: 678-517-4888

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

The applicant will personally visit each individual on the list, if they're not home when applicant visits, then a letter will be left behind. Individuals with questions or concerns can reach out via telephone.

TO WHOM IT MAY CONCERN
1530 STELTEN WAY
ALPHARETTA GA 30004

PEYTON FARM
HOMEOWNERS ASSOCIATION INC
1000 HOLCOMB WOODS PKWY
BLDG/STE 200 200
ROSWELL GA 30076

OWUSU AWUAH JACQUELINE HANNAH
& OCRAN WILLIAM
12340 PEYTON FARM WAY
ALPHARETTA GA 30004

PATRICK MICHAEL C & PATRICK JILL L
12345 PEYTON FARM WAY
ALPHARETTA GA 30004

WILLIS MATTHEW & WILLIS RACHEL
12350 PEYTON FARM WAY
ALPHARETTA GA 30004

KALPATHI VINOD & KRISHNAN RAMYA
12360 PEYTON FARM WAY
ALPHARETTA GA 30004

BRIERFIELD
HOMEOWNERS ASSOCIATION INC
1465 NORTHSIDE DR STE 128
ATLANTA GA 30318

MONEY LOUISE E
1485 STELTEN WAY
ALPHARETTA GA 30004-5328

AGUILA DINORAH
1490 STELTEN WAY
ALPHARETTA GA 30004-5328

MILLS ADRIENNE DORIS
1500 STELTEN WAY
ALPHARETTA GA 30004

DIOUBATE SOULEYMANE
1505 STELTEN WAY
ALPHARETTA GA 30004

ISLAS ENRIQUE SANTOS
& LEON FRANCISCA ORTIZ
1510 STELTEN WAY
ALPHARETTA GA 30004

RANK CHRISTINE
1520 STELTEN WAY
ALPHARETTA GA 30004

OSMAN HALIMA A & ALI ALI H
1525 STELTEN WAY
ALPHARETTA GA 30004-5328

GRECO CAMERON PATRICK
1530 STELTEN WAY
ALPHARETTA GA 30004

ADJEI GRACE
1535 STELTEN WAY
ALPHARETTA GA 30004-5328

STONE MACHELL
1540 STELTEN WAY
ALPHARETTA GA 30004

CINTRON SANDRA
1545 STELTEN WAY
ALPHARETTA GA 30004

PALMER LISA EVETTE
1550 STELTEN WAY
ALPHARETTA GA 30004

DAUNT GINA
1555 STELTEN WAY
ALPHARETTA GA 30004

MC ELHANNON RACHELLE
1565 STELTEN WAY
ALPHARETTA GA 30004

BLOOM BRIAN D ET AL
1605 BRIERS CHUTE
ALPHARETTA GA 30004

WRIGHT PHILLIP ALLEN
& DEBORAH HELTON
1610 BRIERS CHUTE
ALPHARETTA GA 30004

COCHRAN DAVID S & SHERRI K
1615 BRIERS CHUTE
ALPHARETTA GA 30004

DOUGHERTY THOMAS
& DOUGHERTY CHRISTINE
1620 BRIERS CHUTE
ALPHARETTA GA 30004

LUTYK NICOLE A
1625 BRIERS CHUTE
ALPHARETTA GA 30004

GEIGER JERALD A & DARA W
1635 BRIERS CHUTE
ALPHARETTA GA 30004

AGAN AYTUL
1645 BRIERS CHUTE
ALPHARETTA GA 30004

NIGAM PRIYANSH & SINGH SHRUTI
1655 BRIERS CHUTE
ALPHARETTA GA 30004

RAMACHANDRA NIKHIL KOUSHIK
SUBBABATTA & KOUSHIK ASHWINI RAO
1655 PEYTON FARM DR
ALPHARETTA GA 30004

CONNOLLY DAVID & FRANCESCA
1665 BRIERS CHUTE
ALPHARETTA GA 30004

MC LAUGHLIN LAURA H
1670 BRIERS CHUTE
ALPHARETTA GA 30004

ANSARI AMIR MORAD
1680 BRIERS CHUTE
ALPHARETTA GA 30004

JSB HOMES INC
2145 CLAY DR
SANDY SPRINGS GA 30350

BATHAEI SHAHRZAD & SHERWIN
610 ST REGIS LN
ALPHARETTA GA 30022

HABITAT FOR HUMANITY
OF NORTH FULTON
814 MIMOSA BLVD
ROSWELL GA 30075

OGBONNA KATHEY F
814 MIMOSA BLVD # C
ROSWELL GA 30075

REYNOLDS TAMMY
814 MIMOSA BLVD # C
ROSWELL GA 30075

Hannah Greco
1530 Stelten Way
Alpharetta, GA 30004
Hannahmills127@gmail.com
678-517-4888
11/30/2023

Dear City of Alpharetta,

I am writing to formally express my intent to keep chickens on my property within Fuller Farms. I have carefully reviewed the existing community bylaws and regulations and understand the responsibilities associated with pet ownership.

Background:

I am enthusiastic about embracing a sustainable and responsible lifestyle, and I believe that keeping a small number of chickens on my property aligns with these values. I am committed to ensuring that this endeavor will not disrupt the harmony of our community but rather contribute positively to our shared living space.

Proposed Guidelines:

To address any potential concerns, I propose implementing the following guidelines to ensure the responsible keeping of chickens on my property:

Enclosure: I will maintain a secure and well-ventilated enclosure for the chickens, meeting all community aesthetic standards and safety requirements.

Number of Chickens: I intend to keep a small number of chickens, within the limits specified by the community bylaws.

Odor and Waste Management: I am committed to promptly and appropriately managing chicken waste to prevent any unpleasant odors or inconvenience to my neighbors.

Noise Control: I will take necessary measures to minimize noise disturbance, ensuring the comfort of neighboring residents.

Request for Approval:

I kindly request approval from the community board for keeping chickens on my property, with the assurance that I will adhere to the proposed guidelines and any additional requirements set forth by the community.

I am open to discussing this further or providing any additional information deemed necessary. I appreciate your time and consideration of my request and look forward to contributing positively to the community.

Thank you for your attention to this matter.

Sincerely,

Hannah Greco

LOT AREA CHART

Book 222 Page 113
 dated Sept. 13, 2001 K. Woods
 Deputy Clerk

CENTERLINE CURVE

CHORD	ARC LENGTH	DELTA
92.31	285.25	16° 48' 33"
79.42	155.84	59° 21' 41"

OUT

45° E

1080.99'

ALPHA-BETA-BLACK, L.P.
 DEED BOOK 14845, PAGE 307
 150' R-4

N60°54'08"E
 456.98'

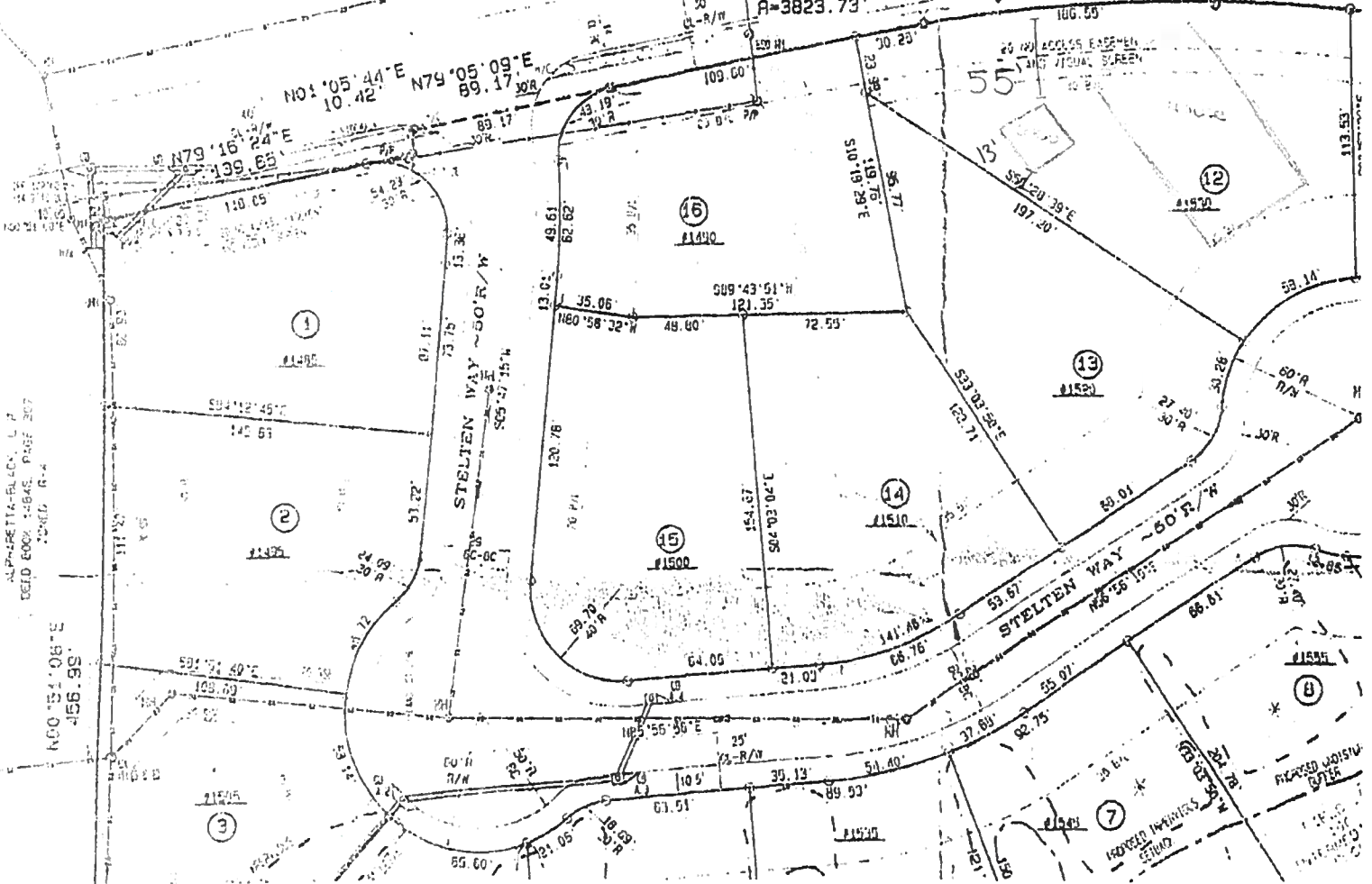
N79°16'24"E
 139.65'
 N01°05'44"E
 10.42'
 N79°05'09"E
 89.17'

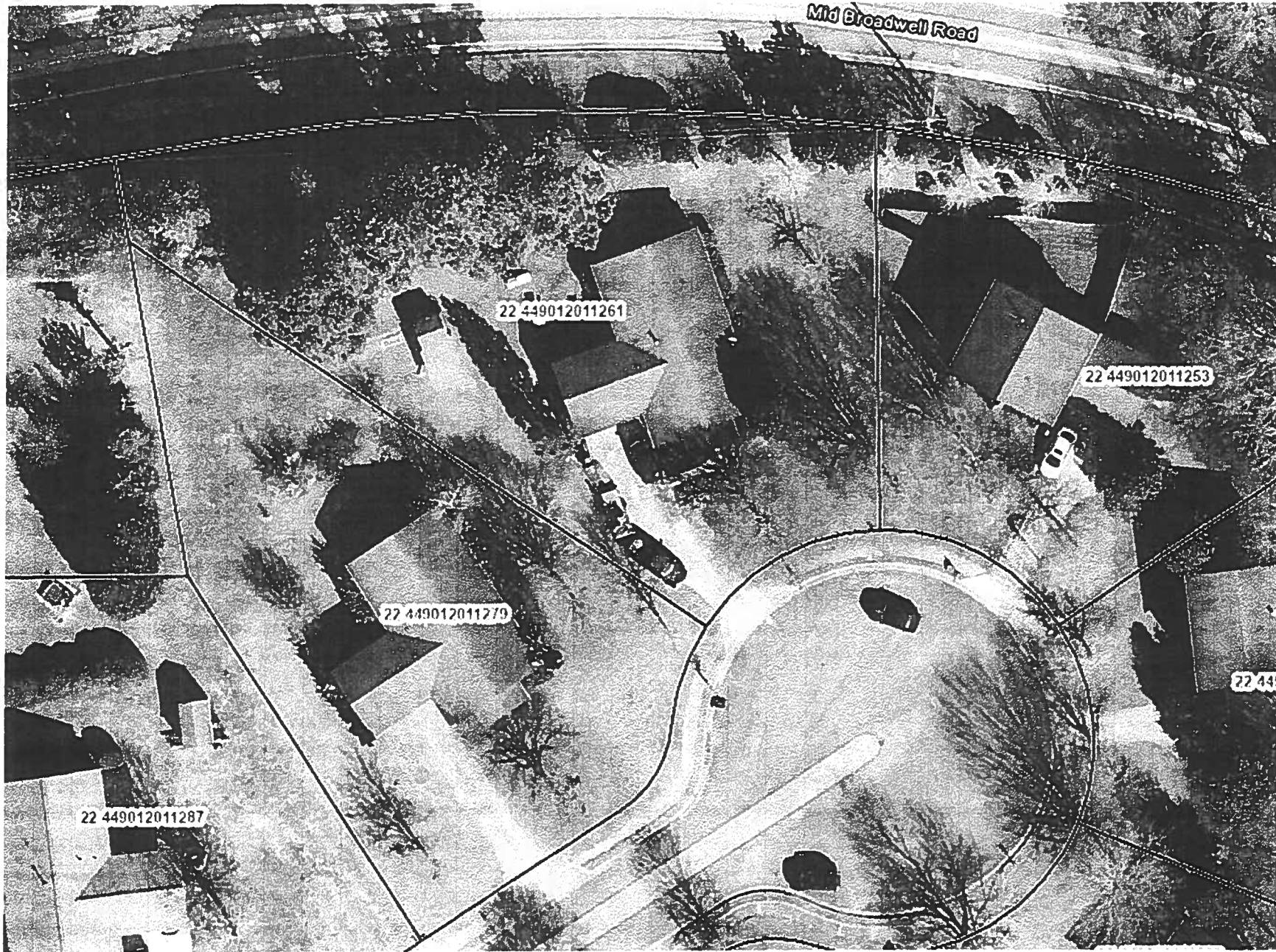
STELTEN WAY ~60' R/W
 57.22'

51'E T.O.M.
 15' OFFSET 100' ON
 51'E HIGHWAY. ELEV=102.57

A=141.08' (R)
 LC=141.07'
 N80°08'34"E
 R=3823.73'

MID-BROADWELL ROAD
 (VARIABLE R/W)
 A=3
 LC=583'
 R=68'







STAFF REPORT

Department: Community & Economic Development

Submitted By:

Meeting Date: October 28, 2024

AGENDA ITEM:

PH-24-18 Unified Development Code (UDC) Text Amendments – Signs

DEFERRED: This item has been deferred by staff and will not be heard or considered during this meeting.

Consideration of text amendments to Section 2.6 of the Unified Development Code (UDC) to amend regulations pertaining to Signs.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:



STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: October 28, 2024

AGENDA ITEM:

Change Order to Request For Proposals 23-117: Jericho Design Group, LLC for Fire Station 81

Consideration of approval of Change Order 1 associated with Request for Proposals (RFP) 23-117 to Jericho Design Group, LLC, Inc. for an amount totaling \$243,420 for the development of construction plans for improvements to Fire Station 81 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve Change Order 1 associated with Request for Proposal RFP 23-117 to Jericho Design Group, LLC, Inc. for an amount totaling \$243,420 for the development of construction plans for improvements to Fire Station 81 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: \$243,420.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
FS 81 Renovations; Design (30131150-541300-C2501)	\$243,420

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

On August 28, 2023, City Council awarded RFP 23-117 to Jericho Design Group for the amount of \$97,500, to perform the following tasks at each fire station:

- Perform an assessment of each fire station.
- Meet with the City's project team to review the assessment.
- Create initial concept floor plans for each fire station. We are providing our as-built floor plans for each station as part of the documentation for this RFP.
- Meet with the City's project team to review concept plans and discuss any revisions needed.
- Identify costs to renovate each station per the final concept plans.

The RFP also included verbiage that stated the design firm/team selected to prepare the assessments and plans depicting conceptual floor plans will be the team to prepare the construction plans and obtain the necessary Land Disturbance and Building Permits through Community Development.

Upon completion of the tasks, it was determined Jericho Design Group shall focus solely on improvements at Fire Station 81. More specific, the direction to Jericho was to develop a floor plan to accommodate a clean room and make improvements to the living and sleeping quarters as well as the bay. The floor plan approved by

representatives of Public Safety is attached, and Jericho Design Group determined the cost to design and construct the improvements would be \$3,000,000.00. The preliminary cost breakdown is as follows:

- Clean Room Expansion - \$890,000
- Living Quarters - \$453,000
- Sleeping Quarters - \$300,000
- Bay - \$300,000
- Soft Costs (design/furnishings) - \$478,000
- Site - \$300,000
- Contingency - \$279,000

Representatives from Public Safety did have additional requests at the start of the fiscal year: removing/adding doors in the clean room expansion, adding a patio cover, incorporating polished concrete flooring, adding a refrigerator, replacing apparatus bay winders, etc. The design team came back and stated they would look into all the additional comments, make revisions where feasible, and work to include all the requests into the project's budget.

Jericho Design Group prepared a cost proposal to design the clean room expansion as well as other renovations within the building. Jericho reached out to their design team partners to obtain a cost to accomplish the necessary design plans to obtain a Land Disturbance Permit (LDP) as well as a Building Permit. Jericho was informed their cost proposal needed to be inline with a Construction Manager at Risk (CMAR) construction delivery method. In other words, the design process not only needed to be collaborative with the City, but with a contractor to ensure the project is delivered within budget. Jericho is well versed in working with the CMAR process and agreed it was the best construction delivery model for this project. Upon receiving the cost proposals, Public Works negotiated pricing with Jericho and their partners to receive a competitive price for the work depicted in the conceptual floor plan as well as obtaining the appropriate permits. The pricing depicted in the proposals is only for work associated with the design phase of the project. Once construction begins, a new cost proposal will be obtained regarding reviewing shop drawings, site visits, requests for information, etc.

Once a contract has been executed, the design team will accomplish the necessary field work in association with the 1,700 square-foot addition that will house a clean room for the Department of Public Safety. This work is necessary to determine the extent of the stormwater enhancements that need to be made on-site to obtain an LDP. Currently, the City is in the procurement phase to obtain a contractor to work with Jericho to perform as the CMAR for the project. The goal is to have the CMAR under contract as the construction plans for the site work are far enough along for the CMAR vendor to perform an initial cost estimate to ensure the project is within budget.

ALTERNATIVES:

Do not award the change order and procure design services through another means.

ATTACHMENTS:

1. Jericho Design Proposal
2. FS 81 Approved Concept
3. FS 81 Rendering Addition



Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C | Cumming, GA 30040

September 25th, 2024, REVISED

Pete Sewczwicz, PE
Director of Public Works
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009
Office: 678-297-6200
Direct: 678-297-6219
Cell: 678-614-6132

Re: Proposal for Architectural and Engineering Services – Alpharetta FS #81 Addition and Renovations

Dear Pete:

Thank you for the opportunity to provide this proposal for architectural and engineering design services for this project. Jericho Design Group, LLC (“Jericho”) is committed to collaboration and integration to produce the best outcomes. The following is a detailed description of the proposed design services for the facilities.

Location of the Project

We understand that the fire station is located at 2970 Webb Bridge Road.

General Understanding

The construction period for the additions and renovations will be confirmed with the CMAR and will be coordinated with the ongoing operations of the facility. We understand that this project will be delivered using the CMAR process. The construction will likely be divided into phases but final determination will happen when the CMAR is part of the team.

All plans will be developed using the requirements of the city of Alpharetta and will be permitted through the Community Development submittal process.

Project Assumptions/Description

The additions and renovations are meant to provide space and station operational changes to allow for a “clean” station operation. The new addition will be roughly 1700 SF with roughly 7000 SF of renovations and minor improvements. Below is a graphic describing the scope of work. *Fire personnel have provided some minor comments on this floor plan and those comments will be integrated into the design once the contract has been approved.*

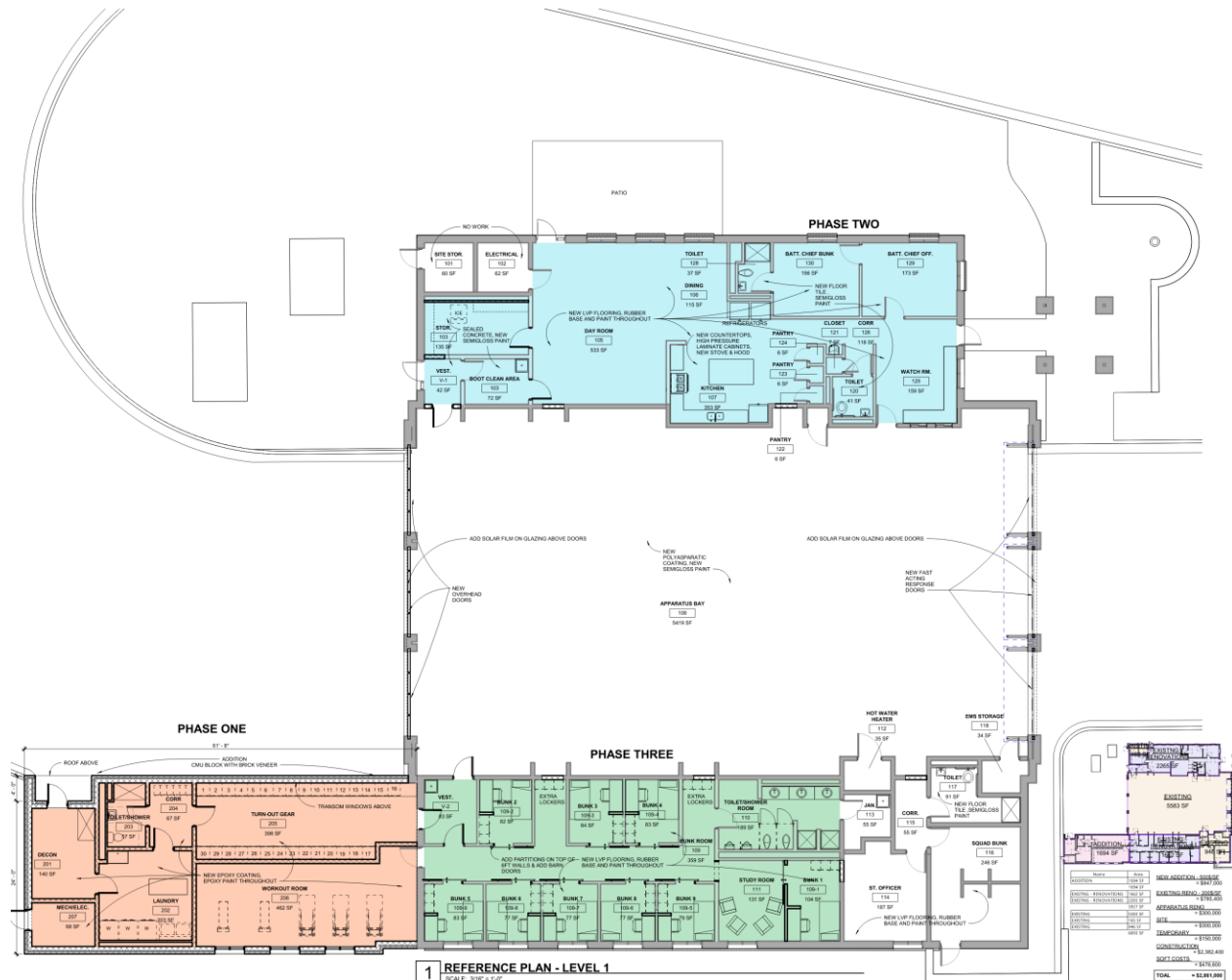


Illustration of the proposed scope of work – Actual construction phasing will be determined by the CMAR

Description of Basic Services:

Phase One Services include the following:

- Site Master Planning to accommodate the proposed improvements
- Surveying and Wetlands Delineation for the scope of work
- Civil Engineering, LDP, Stormwater and Landscape Design
- Architectural Design
- Interior Design including FFE
- MEPFP Engineering
- Low Voltage design including Security, Fire Alarm, IT infrastructure, Lock Control Systems, Camera Systems



- Structural Engineering
- Budget Reconciliation with the CMAR – All cost estimating services will be provided by the CMAR

Submittals during the Design Phase

- Concept Phase
- 30% Documents (Schematic Design)
- 60% Documents (Design Development)
- 90% Documents (GMP Documents)
- Conformance Documents (Aligns with the CMAR GMP Proposal)

Phase Two Services (to be authorized at a later date)

- Construction Administration of the Project
- Onsite OAC meetings for during construction (frequency TBD)
- Review of RFIs, Shop drawings and Submittals.

Schedule for Services

Design	6-8 Months
Permitting	2-3 Months

Fees for the Proposed Phase One Design Services

Architecture/Interior Design	\$112,460
Structural Engineering	\$14,300
MEPFP LV Engineering Services	\$26,400
Civil/Survey/Wetlands Services	\$79,160
Geotechnical Engineering	\$11,100
Total Phase One Design Fees	\$243,420

Proposal Acceptance:

This proposal identifies the general parameters, scope and proposed fees for our design services. If you find this proposal acceptable, please sign below indicating your approval. Attached is an AIA Agreement using this document as an attachment and confirmation of scope.

Proposed by:

Doug Shaw
Managing Member
678 983 5992 | Mobile
dshaw@jericho-design.com



This undersigned agrees to the scope and fees quoted in this proposal. The fees quoted for the Scope of services are valid for 60 days from date of the proposal.

Name

Owner

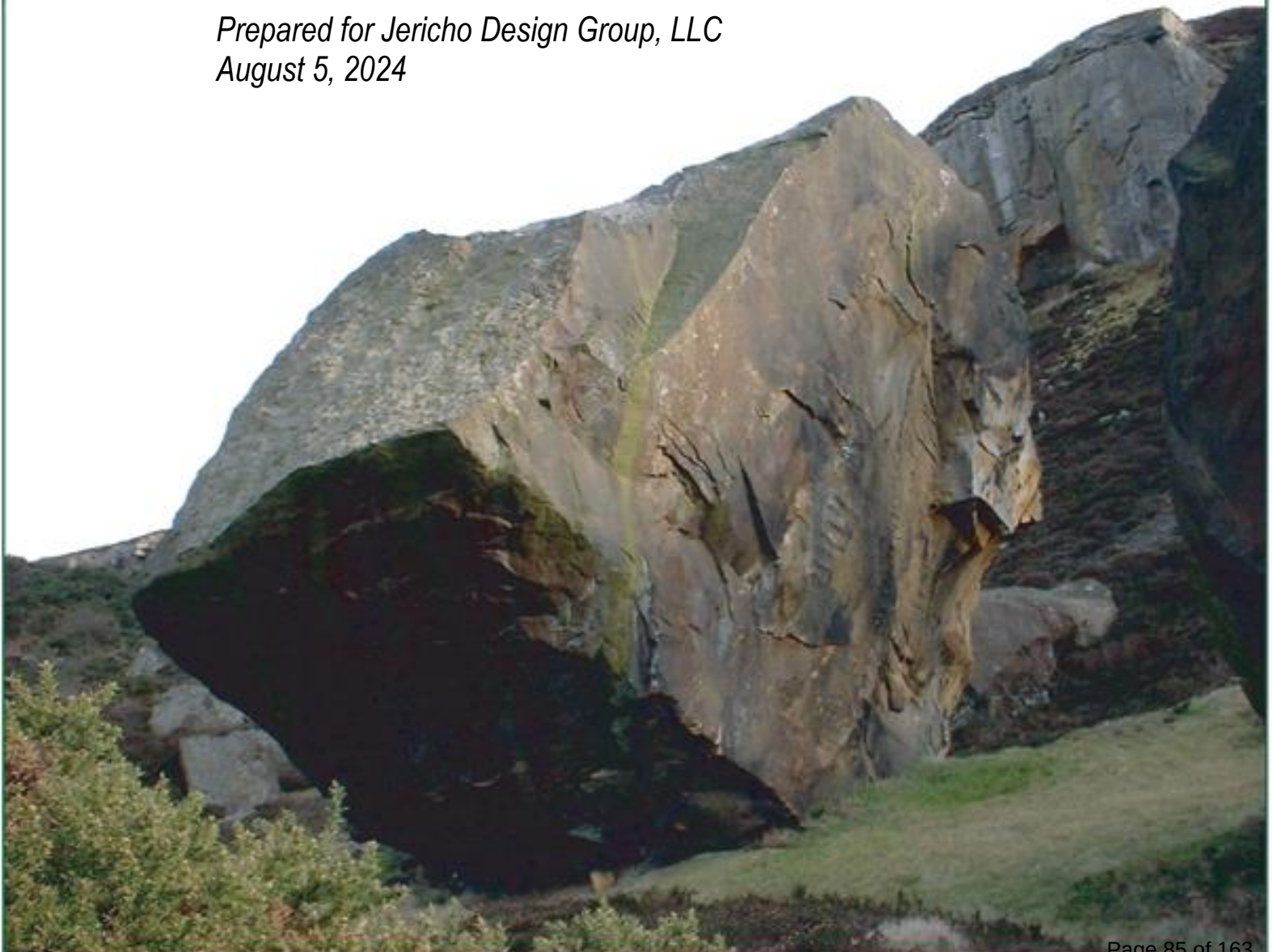
Date



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

Alpharetta Fire Station #81 Building Addition
2970 Webb Bridge Road
Alpharetta, Georgia
Geo-Hydro Proposal Number 242217.P0

Prepared for Jericho Design Group, LLC
August 5, 2024



Mr. Benjamin Starks
Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C
Cumming, Georgia 30040

August 5, 2024

**Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation
Alpharetta Fire Station #81 Building Addition
2970 Webb Bridge Road
Alpharetta, Georgia
Geo-Hydro Proposal Number 242217.P0**

Dear Mr. Starks:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on our email correspondence with you and our review of project documents provided to us.

We understand that the City of Alpharetta is planning to construct an approximately 1,700-square foot building addition to adjoin the northwest corner of the existing Fire Station #81 at 2970 Webb Bridge Road in Alpharetta, Georgia. The addition will be a single-story structure to include weight room, laundry, locker room and turnout gear areas, and a mechanical/electrical room. At the time of this proposal, we have not been provided any structural loading information for the building addition. Based on our experience, we have assumed that maximum column loads will not exceed 50 kips with wall loads no greater than 4 kips per lineal foot.

The addition footprint is currently occupied by a dumpster enclosure, parking spaces, and wooded or overgrown areas. We expect site grading to be minimal and primarily consist of minor grading necessary to direct surface runoff to the site stormwater management system. The annotated aerial photograph below shows the approximate addition footprint and current site conditions.



SCOPE OF SERVICES

Field and Laboratory Services

1. We will contact Georgia 811 for location of underground utilities. This is required by law. Also, we ask that the project team including the owner provide any available information regarding the location of all underground utilities in the work areas. As an optional service, we can engage the services of a private utility locator to “scan” the boring locations as an added level of precaution. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.
2. Where necessary, we will core the existing concrete pavement using an approximately 10-inch diameter core barrel to facilitate access to the soil subgrade for our drilling equipment.
3. We will perform three soil test borings at accessible locations as close to the planned addition footprint as site conditions will allow. The borings will be extended to planned depths of 25 feet or to the depth of auger refusal, whichever occurs first. The soil test borings will include standard penetration testing at select depth intervals performed in general accordance with ASTM D1586. Our lump sum fee allows for a total of **75** feet of soil test boring only.
4. We will record groundwater levels at the time of our exploration. The borings will be backfilled with soil cuttings upon completion and patched with concrete where necessary.
5. Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
6. Test boring records will be prepared which provide standard penetration resistances, detailed soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.

Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.
- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.

- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.
- 4) Evaluations and Recommendations: Based upon the field exploration, laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
- Site Preparation: We will present recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.
 - Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
 - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
 - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
 - Structural Fill: We will provide recommendations for achieving high density structural fill.
 - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
 - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.
 - Foundation Design: We will provide recommendations for foundation design, including our evaluation of the suitability of shallow foundation support, and the allowable soil bearing pressure for support of shallow foundations. Estimates of settlement will be provided.
 - Seismic Design: Based on the data from the subsurface exploration, we will provide a *Site Class* (International Building Code), mapped spectral response accelerations (S_s , S_1), and design spectral response accelerations (S_{DS} , S_{D1}).
 - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.
 - Pavement Design: We will provide recommendations for pavement design based on estimated subgrade CBR values and traffic loading information to be provided by the project team.

- Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.

5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

SITE SPECIFIC SEISMIC ANALYSIS (OPTIONAL)

As described above, we will provide IBC compliant seismic design parameters based on the subsurface exploration and the mapped spectral response accelerations. Depending on those values and the details of the proposed construction, it may be economically justified to perform more detailed site-specific seismic analysis as described in the following sections.

SHEAR WAVE VELOCITY PROFILE ANALYSIS (SWVPA)

Shear Wave Velocity Profile Analysis (SWVPA) can often yield a more favorable site class than would be obtained from standard penetration test (SPT) data. Based on the results of the soil test borings, we will advise you of the potential for obtaining a more favorable Site Class using SWVPA. If necessary and authorized, Geo-Hydro will use multi-channel analysis of surface waves (MASW) to develop a profile of shear wave velocity for the site to a depth of 100 feet. Geo-Hydro will select the Site Class in accordance with the criteria in the IBC. Shear wave velocity is the preferred parameter for determining the site class in accordance with the IBC.

PROBABILISTIC SEISMIC HAZARD ANALYSIS (PSHA)

PSHA is a method allowed by the International Building Code (IBC) to determine S_s and S_1 values in lieu of using published map values provided in IBC. Quite often the values resulting from PSHA are lower than the IBC map values. Lower values of S_s and S_1 result in reduced seismic base shear, which can result in structural cost savings.

If authorized, our site specific probabilistic seismic hazard analysis work will include the following:

- We will evaluate the existing seismicity record in the area of the site. We will examine regional geology as it relates to seismic hazard analysis.
- We will perform a probabilistic seismic hazard analysis to estimate the site-specific ground motion response in accordance with IBC 2018 and ASCE 7-16.
- We will report applicable site-specific seismic design parameters based on IBC 2018 including the most recent Georgia Amendments.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following lump sum fees:

Task	Lump Sum Fee
Geotechnical Exploration and Engineering Report	\$7,950
Private Utility Locator, Optional	\$750
Shear Wave Velocity Profile Analysis, Optional	\$1,200
Probabilistic Seismic Hazard Analysis, Optional	\$1,200

In the event that additional work is required beyond the outlined scope of services, we will notify you prior to commencing with any additional work. A fee for additional work will be negotiated.

We will backfill the borings with soil cuttings after completion and clean up the work area. Our work may result in some rutting of the ground surface, damage to landscaping, or temporary staining of surrounding pavements. Additionally, our backfilled boreholes may present a tripping hazard after completion. We will make reasonable efforts to reduce our disturbance, but periodic maintenance by the owner may be necessary after completion of our work. Geo-Hydro will not be responsible for damage to person or property related to ongoing settlement of the boreholes after completion of our work.

If landscape repairs or ground stabilization with straw or other erosion control are necessary, we will hire a landscaping or erosion control subcontractor. Landscape repair or stabilization work will be charged at our cost plus 15 percent.

* * * * *

We are pleased to submit this proposal and look forward to our continued work with you. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



A. Marty Peninger, P.E.
Georgia Geotechnical Manager
mpeninger@geohydro.com



Brian K. Ingram, P.E.
Georgia Operations Manager
bingram@geohydro.com

AMP/BKI/242217.P0 - Building Addition - Alpharetta FS 81 - Geotechnical Proposal

CLIENT CONTRACT (Signature Page)

PROJECT NAME: Alpharetta Fire Station #81 Building Addition

PROJECT LOCATION: 2970 Webb Bridge Road – Alpharetta, Georgia

PROPOSAL NUMBER: 242217.P0 **DATE:** August 5, 2024

This document memorializes the contractual understanding and agreement by and between Geo-Hydro Engineers, Inc. (**Geo-Hydro**) and the party as identified and defined below as “**Client**.” Its content, along with the content of: (i) Client Terms & Conditions of Service issued and approved by Geo-Hydro, (ii) that certain proposal document involving the Project Name and Project Location identified above and with a Proposal Number and Proposal Date as identified above (the “**Proposal**”), and (iii) that and/or certain statement of work/s (**SOW**), project document/s, instruction document/s, and/or task order/s (each a “**Project Doc**”) as are accepted and approved in writing by Geo-Hydro, constitute and comprise the terms, conditions and rights of the contractual agreement (“**Contract**”) by and between Geo-Hydro and Client for the service project with the Project Name, Project Location, Proposal Number and Proposal Date as identified above (the “**Project**”), such Project Doc/s being the unique Contract for the Project.

By signing below, each party, acknowledges and agrees to the incorporation and applicability of, and to be bound by, this document, the Client Terms & Conditions of Service document, the Proposal, and each applicable Project Doc as the Contract for the Project. The “**Signature Date**” of this document is: .

GEO-HYDRO ENGINEERS, INC.
(“Geo-Hydro”)

Signature of Authorized Geo-Hydro Agent

Agent Printed Name

Agent Title

Client Name (“Client”)

Signature of Authorized Agent

Agent Printed Name

Agent Title

Client is to complete and provide following information:

Billing Entity Name _____

Individual to Receive Invoices _____

Email address _____ Phone No. _____

Street Address _____

City, State, Zip Code: _____

TERMS & CONDITIONS OF SERVICE

A. CONTRACT

The provisions of this Terms & Conditions of Service document are incorporated as a part of that Client Contract (“**signature page**”) document as well as that certain proposal document as identified on the signature page (the “**Proposal**”) and/or that or those certain statement of work/s (**SOW**), project document/s and/or task order/s (each as “**Project Doc**”) executed, accepted, and approved by Geo-Hydro Engineers, Inc. (**Geo-Hydro**) for each Geo-Hydro client Project. This document and all Project Docs that reference a unique Geo-Hydro client Project constitute and comprise a separate contractual agreement (“**Contract**”) by and between Geo-Hydro and the other party Client to a Client Contract (signature page) document and such Project Docs.

B. GEO-HYDRO SERVICES

In consideration of Client: (i) paying Geo-Hydro in full all amounts due, (ii) providing Geo-Hydro and its representatives with access and information as they require, and (iii) complying otherwise with the terms and conditions of the Contract, and subject to the qualifications and limitations otherwise stated in this Contract, Geo-Hydro shall use commercially reasonable efforts to provide to Client the services (“**Services**”) and deliverables (“**Deliverables**”) as expressly set forth in the Proposal and each other applicable Project Doc that is in a writing executed by Geo-Hydro and Client so as to become a part of this Contract. Except to the extent otherwise expressly written as a part of the Contract, Services and Deliverables shall be provided in accordance with, and to, the standards established and determined by Geo-Hydro “Standard of Care” and shall not be required to exceed normal industry standards and specifications for the locale of the associated Geo-Hydro project for Client per the Contract. Nothing in this Contract limits or prevents Geo-Hydro from providing the same or similar services and/or deliverables to others. Geo-Hydro does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Geo-Hydro’s performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Geo-Hydro is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Geo-Hydro’s recommendations or instructions.

C. FREEDOM TO REPORT.

It is contemplated that, during the course of its engagement, Geo-Hydro may be required to report on the past or current performance of others engaged, or being considered for engagement, directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, threaten, initiate, and/or bring claims, including (without limitation) for libel, slander and/or defamation, against Geo-Hydro and its present or former principals, officers, shareholders, directors, agents, representatives, subcontractors, successors, insurers, and attorneys (the “**Geo-Hydro Representatives**”). To help create an atmosphere in which Geo-Hydro’s personnel feel free to express themselves candidly, Client agrees: (1) to waive any claim against the Geo-Hydro Representatives, and (2) to defend, indemnify, and hold harmless Geo-Hydro Representatives from any threat or actual claim for injury, damage, breach, failure, liability, damage, fine, penalty, cost, expense, and/or loss (collectively such individually being a

“**Claim**” and collectively “**Claims**”) arising from or related to the Contract, its subject matter, the Project, the content of the Reports, and/or the professional opinions rendered by Geo-Hydro Representatives. Client further agrees to compensate Geo-Hydro Representatives for any time spent, or expenses incurred, by Geo-Hydro Representatives in defense of any such Claim, with compensation to be paid in accordance with Geo-Hydro prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Geo-Hydro may be required by local, state, and/or federal statute and/or regulations to report the discovery of conditions, occurrence of events, and/or existence of hazardous materials, and Client authorizes Geo-Hydro to do so as Geo-Hydro deems to be required or otherwise appropriate notwithstanding any confidentiality obligation or other restriction or limitation as may apply. Client waives any cause of action, claim, suit, or demand associated with Geo-Hydro’s compliance with its duties to report as required by local, state, and/or federal laws and regulations, and Client shall defend, indemnify, and hold harmless Geo-Hydro Representatives for any failure on the part of Client or its representatives breach any duty or obligation to report as required by local, state, and/or federal laws and regulations and for any inaccuracy and/or omissions from reports filed that is attributable to the information, data, and access that Client made available to Geo-Hydro Representatives.

D. ACCESS, ENTRY & SAFETY

Client shall, among other things: (a) provide Geo-Hydro, and its representatives and equipment, with access to Client’s properties, sites, facilities, equipment, and/or systems (collectives, “**Sites**”) as may reasonably be required for the purposes of Geo-Hydro performing the Services and producing the Deliverables; (b) respond promptly to any Geo-Hydro request for information, materials and/or approvals, and timely obtain, provide and make available the same to Geo-Hydro and/or its designees, as Geo-Hydro requires to perform its obligations pursuant to this Contract. Additionally, Client agrees that in accordance with applicable laws, ordinances, and generally accepted construction practice, it will be solely and completely responsible for working conditions at, on and near Sites, which obligations includes (without limitation) compliance with OSHA regulations and safety otherwise of all persons and property. These requirements will apply continuously and are not limited to normal working hours. Any monitoring and/or reporting of procedures conducted by Geo-Hydro does not include review of the adequacy of the safety measures at, in, on, adjacent to, or near the Site.

(i) ENTRY.

As a result of Geo-Hydro, and its representatives and equipment, accessing, entering and/or performing Services at or on a Site, damage may occur. Geo-Hydro will use commercially reasonable efforts to endeavor to minimize damage to a Site; with Client acknowledging that the vary nature of the Services and Deliverable are expected to cause damages and agreeing that Geo-Hydro is not under any duty or responsibility whatsoever to restore the Site to its condition prior to performance of the Services or provision of the Deliverables. Unless otherwise expressly stated in a Project Doc, Geo-Hydro’s scope of Service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client further agrees to waive any Claim against Geo-Hydro Representatives, and to hold harmless, indemnify, and defend Geo-Hydro Representatives, for any Claim alleging injury or damage as a consequence of unfilled exploration holes on the Site or any other disturbance to natural conditions of or any improvements on the Site. Should any costs of restoration be determined to apply to Geo-Hydro, then the amount

deemed to be due shall be added to the compensation Client is to pay Geo-Hydro using such price and terms as determined by Geo-Hydro.

(ii) FIELD MONITORING AND TESTING.

Whenever Geo-Hydro's personnel make on-site observations of materials and/or services provided by the Client or a contractor engaged by Client (the "**Contractor**"), Client agrees that Geo-Hydro is not responsible for the Client's or Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Geo-Hydro shall not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Geo-Hydro to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that Geo-Hydro personnel are observing placement of all materials or that Geo-Hydro assumes any responsibility or liability for placing or directing placement of materials and Client shall indemnify Geo-Hydro for Claims relating to, or arising from, the placing or directing of the placement of, materials.

E. PAYMENTS

Client agrees to pay Geo-Hydro in full all amounts due on or before their due date, including (without limitation) those due for any Service or Deliverable. Time is of the essence regarding such payment of Geo-Hydro. Client shall be responsible for all sales, use, and excise taxes, as well as any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental entity on the Contract, Services, Deliverables and/or amounts payable by Client to Geo-Hydro hereunder. Client's obligation to pay Geo-Hydro is not dependent upon Client's ability to obtain financing or the receipt of any approval of any governmental, regulatory agency, zoning board or other party or upon Client's successful completion of the Project. Geo-Hydro reserves the right to submit progress invoices to Client on a bi-monthly, monthly or milestone basis and a final invoice upon completion of Geo-Hydro's work. Each invoice is due and payable to Geo-Hydro, by Client, immediately upon presentation. All amounts due to Geo-Hydro and not paid within thirty (30) days of invoice presentation shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law if such is less than 18%) until paid in full.

In addition to the amounts otherwise due per this Contract, and the interest due for past due amounts, Client shall pay Geo-Hydro for all Costs (as defined below) relating to a Legal Matter (as defined below) involving Client and Geo-Hydro. "Costs" are all amounts Geo-Hydro incurs to enforce its rights or Client's obligations as well as to defend its rights and itself from Claims made by Client or third parties, including (without limitation) the cost to Geo-Hydro for legal counsel, third-party collection agencies, and time spent by Geo-Hydro employees. "Legal Matters" are all actions taken that involve a contractual, tortious, fiduciary, or statutory subject matter, including (without limitation) demand letters, securitization of debts, lawsuits, administrative filings, arbitration, mediation, and/or other forms of judicial or administrative recourse or dispute resolution proceeding.

F. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Contract will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. In the event that there is to be a some entity other than the Client that is to be billed by, and is to pay, Geo-Hydro (such other party being the "**Billing Entity**"), Client represents, warrants and covenants that: (i) it has a legally binding, express commitment in writing from such Billing Entity to accept and pay (as and when due) all amounts owed Geo-Hydro per the Contracts, and (ii) it guarantees the payment obligations of the Billing Entity and will immediately pay whatever amounts not fully paid to Geo-Hydro by the Billing Entity as due upon being given notice by Geo-Hydro that it has not received payment in full from the Billing Entity for the amounts due but not paid by the Billing Entity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEO-HYDRO: (1) DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXISTING WITH REGARD TO THIS CONTRACT OR ITS SUBJECT MATTER, AND (2) MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS CONTRACT AND WITH RESPECT TO GEO-HYDRO'S ACTIONS, OMISSIONS, REPORTS, FINDINGS, OPINIONS, COMMUNICATIONS, DELIVERABLES, AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

G. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Geo-Hydro cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Geo-Hydro, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Geo-Hydro.

Client acknowledges and agrees that Geo-Hydro has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Geo-Hydro's sole role is to provide a service intended to benefit Client and that Geo-Hydro is performing no function at or association with the site that would classify Geo-Hydro as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SURVEYING, SAMPLING & TESTING.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Geo-Hydro's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. Geo-Hydro may employ sampling procedures during the course of the Project, with Client acknowledging that such procedures indicate actual conditions only at the precise locations and elevations from which samples were

taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Geo-Hydro shall make certain inferences based on the results of sampling and any related testing to form its opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Geo-Hydro cannot, and does not, guarantee the existence or absence of conditions which it may infer to exist.

(ii) **CONDITIONS & HAZARDOUS SUBSTANCES.**

Client agrees to advise Geo-Hydro, in writing, of any hazardous substances on or near the site prior to Geo-Hydro coming onto the site; provided, however, if the hazardous conditions arise after Geo-Hydro is engaged, then such notice shall be within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Geo-Hydro agrees to contain such materials in a manner approved by Geo-Hydro both during and at the completion of Geo-Hydro's field activities. Client understands and agrees that Client, and not Geo-Hydro, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Geo-Hydro's exploratory activities.

(iii) **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Geo-Hydro to take immediate measures to protect human health, safety, or the environment. Geo-Hydro agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Geo-Hydro to take any and all measures that in Geo-Hydro's professional opinion are justified to preserve and protect the health and safety of Geo-Hydro's personnel, and Client agrees to compensate Geo-Hydro for the additional cost of such work. In addition, Client waives any Claim against Geo-Hydro, and agrees to indemnify, defend, and hold Geo-Hydro harmless from any Claim arising from Geo-Hydro's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

H. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Geo-Hydro will perform on Client's behalf, Client hereby waives any Claim against Geo-Hydro, its officers, employees, subcontractors and other representatives ("*Geo-Hydro Indemnitees*"), and agrees to defend, indemnify and hold Geo-Hydro Indemnitees harmless from any Claim that may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Geo-Hydro for any time spent or expenses incurred by Geo-Hydro in defense of such Claim, including, but not limited to, any attorneys' fees and expenses incurred by Geo-Hydro, in accordance with Geo-Hydro's prevailing fee schedule and expense reimbursement policy.

I. SAMPLES, DATA AND RECORDS.

Geo-Hydro shall be the sole owner of any and all data gathered by Geo-Hydro or its representative or reports prepared by Geo-Hydro. No entity or individual, other than Geo-Hydro, its representatives, or Client, may use or rely upon any data collected by Geo-Hydro or reports prepared by Geo-Hydro. Except as expressly set forth in this Contract, Geo-Hydro and Client do not intend the benefits of this Contract, including, but not limited to, the samples, data, and records created by Geo-Hydro, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either Geo-Hydro or Client.

Routine test specimens will be discarded immediately upon completion of tests. Geo-Hydro shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Geo-Hydro's report to Client. If Client requests a longer period of storage, Geo-Hydro will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Geo-Hydro for at least three (3) years following completion of Geo-Hydro's services.

J. TERMINATION.

Either party may terminate this Contract, or any Project Doc, either: (i) for convenience upon thirty (30) days prior written notice to the other party, or (ii) for cause upon the failure of the other party to cure any material breach of this Contract by it within fifteen (15) days of receiving notice of said breach. Additionally, Geo-Hydro may suspend Services, stop Deliverables, and is to have its obligations per the Contract and each applicable Project Doc deferred and adjusted as such are impacted by the suspension and stop, without liability or consequence to Client or any third party in the event that Client fails to cure any breach of this Contract within three (3) days of knowing of such breach.

Upon termination, (1) all Project Docs for the Contract also terminate, (2) Client shall immediately pay Geo-Hydro in full for all amounts due or are to come due as a result of termination, and (3) Geo-Hydro's obligation to perform further Services or complete and provide Deliverables under this Contract end immediately.

Notwithstanding, in the event that Client requests termination and such request is prior to the completion of Geo-Hydro's work, Geo-Hydro reserves the right to complete such analysis and records as are necessary to place Geo-Hydro's files in order and to complete a report on the work performed to date, with Client to pay Geo-Hydro for such additional work Geo-Hydro's then-current hourly rates. Additionally,

Client acknowledges and agrees that the amount of damages that Geo-Hydro will sustain in the event Client terminates this Contract prior to Geo-Hydro's completion of its work required by the proposal and this Contract will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Contract prior to Geo-Hydro's completion of the work required by the proposal and this Contract, Client shall be liable to Geo-Hydro for liquidated damages in the amount equal to thirty-five percent (35%) of all charges incurred as of the date of Client's termination of the Contract (the "**Liquidated Damages**"). Client acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Geo-Hydro.

K. INSURANCE.

Upon notice from a party to this Contract to the other party, the receiving Party will furnish, or have on file with the other party, Certificates of Insurance indicating the applicable insurance coverage and limits as may have in place that pertain to the Contract, its subject matter, and/or the Project.

Should Client and/or other entities require to be provided additional insured status on Geo-Hydro's General Liability Insurance, Auto Liability Insurance, and/or Umbrella/Excess insurance, those entities must be listed below at the time of signing of the contract:

Additional Insured Entities:

L. INDEMNIFICATION.

Client shall indemnify and hold harmless Geo-Hydro and its officers, directors, agents, and employees from any and all Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Geo-Hydro by Client in writing at least 7 days prior to the commencement of Geo-Hydro's performance; (ii) any alleged cross-contamination caused by Geo-Hydro's sampling; (iii) unanticipated hazardous materials discovered during the course of Geo-Hydro's work; (iv) any damage to Geo-Hydro's equipment or personnel as a result of actions engaged in by the Contractor.

M. CONFIDENTIALITY.

All non-public, confidential or proprietary information of either party ("**Confidential Information**"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Contract is confidential, solely for use in performing this Contract and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Contract; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. Additionally, the obligations and restrictions applicable to Confidential Information hereunder shall not apply in such instances where disclosure or use is required under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, which includes (without limitation) the use and disclosure of Confidential Information to provide notices required by law, regulation or ordinance or when complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Geo-Hydro to defend itself from any legal action or claim. Either party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Contract, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of (or any accounting to) the other party. When referencing this arrangements and subject matters of the Contract.

The Receiving Party shall be responsible for any breach of this Section caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Contract, and at any time during or after the term of this Contract at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all originals and copies, whether in written, digital or other form, the Disclosing Party's Confidential Information; provided, however, a Receiving Party may retain a copy of the Disclosing Party's Confidential Information (and non-confidential information and materials) to the extent, and it may require, to comply with applicable law, regulation, ordinance or order and to perform its obligations and assert its rights as may arise from or relate to this Contract and its subject matter. Each party's obligations under this Section survive termination or expiration of this Contract.

N. NO THIRD PARTY BENEFICIARIES.

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, which includes (without limitation) the Billing Entity, any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of, this Contract. In the event that any third party, including (without limitation) the Billing Entity, makes any Claim against Geo-Hydro Indemnitees, Client shall defend, indemnify and hold harmless each of the Geo-Hydro Indemnities with regard to such Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs involving the Claims.

O. GOVERNING LAW; VENUE.

This Contract is to be governed by, and construed according to, the laws of the state in the USA where the Geo-Hydro project is located for which the services and deliverables are to be performed and provided, without reference to its conflicts-of-law rules of such state. Venue for any legal actions, claims, and/or disputes arising from the Contract or its subject matter, shall be in the state and superior courts

of Cobb County, Georgia and the Federal Courts for the Northern District of Georgia, Atlanta division.

Should a dispute arise,

(1) Geo-Hydro may elect to suspend its performance of this Contract without liability or consequence pending final resolution of any request for relief, cure, claim, appeal, modification, dispute, or action arising from this Contract, with all dates and deadlines per the Contract being tolled for the period that the Contract is suspended plus such number of additional days as Geo-Hydro determines it will reasonably require as a result of the suspension.

(2) Either party may request that each party have an authorized representative(s) conference or meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Within three (3) days prior to such conference or meeting between the representatives, the parties will exchange relevant information that will assist the parties to discuss resolving their dispute.

(3) If within fifteen (15) days, or such other period as both parties expressly agree upon in writing, after the meeting of authorized representatives the parties have not resolved the dispute on terms satisfactory to both parties, the parties shall submit within thirty (30) days of such period expiring the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, with such rules to govern the mediation. Venue for such mediation shall be in Cobb County, GA at the law offices of Geo-Hydro.

(4) In the event that the parties do not resolve the dispute at mediation and such resolution is not memorialized in a writing executed by both parties, then either party may initiate litigation with regard to the dispute in the Contract's designated Venue

P. SEVERANCE; SURVIVAL.

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Contract will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Q. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission)

or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

R. FORCE MAJEURE.

Except for any obligations to make payments to the other party hereunder, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by, or results from, events outside of the party's reasonable control ("**Force Majeure Events**"), including but not limited to: (a) acts of God; (b) flood, rain, water, fire, smoke, earthquake, hurricane, storm, wind, tornado or some form of other natural event or disaster; (c) war, invasion, explosions, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or other form of healthcare concern or hazardous condition; and (i) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Contract as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

S. INTELLECTUAL PROPERTY.

All reports, documents and other materials prepared or furnished by Geo-Hydro pursuant to the Contract are instruments of Geo-Hydro's Services, with Geo-Hydro exclusively retaining ownership and all property interest therein as well as exclusive ownership in, under and to all Intellectual Property Rights in the same as well as in all data, know-how, methodologies, software, and other materials provided by or used by Geo-Hydro in performing the Services and developed or acquired by the Geo-Hydro prior to, as a result of, or after the Contract (collectively, "**Geo-Hydro Materials**"). Upon payment in full for the Services rendered and Deliverables prepared or provided, Geo-Hydro grants Client a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use, display, reproduce, such Geo-Hydro Materials to the extent incorporated in, or otherwise necessary for, the use of the Deliverables for their intended purpose with the Project. All other rights in and to the Geo-Hydro Materials are expressly reserved by Geo-Hydro. For the purposes of this Contract, "**Intellectual property Rights**" mean any and all rights in, to and under copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names and other forms of intellectual property rights, together with all of the goodwill associated therewith, derivative works and all other rights. Reuse, misuse, unintended use, distribution or modification of any such Geo-Hydro Materials by Client, without Geo-Hydro's express, prior, written permission, is at Client's sole risk, with Client to indemnify, defend and hold harmless the Geo-Hydro Indemnities from all Claims, including (without limitation) attorneys' fees and legal costs, arising out of such reuse, misuses, unintended use, distribution or modification by Client or by others acting through Client.

T. LIMITATION & EXCLUSIONS OF LIABILITY.

GEO-HYDRO SERVICES AND DELIVERABLES PER THE CONTRACT ARE EXCLUSIVELY PROVIDED ONLY TO, AND FOR THE BENEFIT OF, CLIENT AND MAY NOT BE RELIED UPON, OR ENFORCED BY, ANY OTHER PARTY. GEO-HYDRO SHALL NOT BE LIABLE TO CLIENT, OR ANY OTHER PARTY,

FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR FOR GEO-HYDRO'S NOT PERFORMING SERVICES THAT WERE NOT EXPRESSLY INCLUDED IN THE PROPOSAL OR PROJECT DOCS PARTICULAR TO THE CONTRACT. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, AND/OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL GEO-HYDRO BE LIABLE TO THE CLIENT FOR: (A) ANY LOSS OF USE, DATA, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE GREATER OF: (I) AN AGGREGATE OF \$50,000.00, AND (II) THE AMOUNT OF THE TOTAL FEE PAID TO GEO-HYDRO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

U. INDEPENDENT CONTRACTORS.

The parties are independent contractors, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

V. SIGNATURES.

By having executed the signature page associated with this document, or by having executed any Project Doc that expressly references and incorporates this document as part of a Contract, this document, and the Proposal and any applicable written, executed Project Docs that reference this document, constitutes the entire, and fully integrated, Contract by and between Client and Geo-Hydro regarding its subject matter, and it supersedes all other prior and contemporaneous negotiations, representations, arrangements, agreements, and understandings, whether written or oral with regard to such subject matter except to the extent otherwise expressly noted in this Contract. This Contract may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Contract and specifies the amendment made. No waiver of any breach of this Contract shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Contract binds, and the benefits hereunder inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns. The parties hereto have executed this Contract as of the dates shown below, and it may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.

Fact Sheet

Underground Utilities

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



Fee Proposal

Date: August 13, 2024

To: Yara Bond
Jericho Design Group

Re: Alpharetta Fire Station 81
Renovation & Additon
Alpharetta, GA
C&O # 24430

From: Ken Bove
Conway & Owen, Inc

Cc: 2024.08.13 - 24430 - Proposal - Alphretta Fire Station 81 - YB - R2

Thank you for the opportunity to provide our professional design services for the above referenced project. The design services in this proposal include mechanical, electrical and plumbing design. This document will serve as our proposal. The Scope of Work and Fee Breakdown will be as follows:

Scope of Work:

1. Our Scope of Work is based on the following:
 - a. Email & drawings received on August 1, 2024 from Yara Bond
2. In general, the project consists of a renovation and expansion of an existing Fire Station.
3. The scope is identified as three (3) phases. Our fee listed below assumes that it will be one permit set. Additional permit sets will require additional services.
4. The total area of the building renovation and addition is approximately 6,000 square feet.
5. We will provide you with the drawings to be issued for construction. These drawings will be produced in Revit using Revit compatible tenant approved background drawings provided by your office to include:
 - a. Walls and doors
 - b. Fire and sound ratings
 - c. Receptacle voice and data outlets

- d. Special outlets
 - e. RCP with lighting fixture layouts and types
 - f. Plumbing fixture layouts and types
6. Mechanical design services - In general, the mechanical design services will consist of the following:
- a. Roof mounted constant volume rooftop units with ductwork on each zone.
 - b. Dedicated outdoor air unit to serve the turnout gear room.
 - c. Exhaust as required by code
 - d. Placement of diffusers, sizing and routing of new low pressure ductwork
 - e. Placement of thermostats
 - f. Return of air paths will be located and sized for air return
7. Plumbing design services – In general, the plumbing design services will consist of the following:
- a. Sanitary piping
 - b. Waste piping
 - c. Vent piping
 - d. Storm drainage system
 - e. Hot and cold water system
 - f. The above building utilities will be terminated 5'-0" outside the building. These termination locations will be coordinated with the Civil Engineer.
 - g. Plumbing design as required by architectural layout.
8. Fire Protection design services – The design of the fire protection system will consist of the following:
- a. A performance specification pricing narrative requiring the sprinkler system to be designed/engineered by a licensed sprinkler contractor and registered Engineer.
 - b. Design of the main sprinkler service entrance based on the results of a site water flow test provided to us by others.
9. Electrical design services – In general, the electrical design services will consist of the following:

- a. Building service and distribution system
 - b. Telephone service conduits
 - c. Emergency egress lighting
 - d. Branch circuit design for HVAC systems
 - e. Site lighting
 - f. Circuitry of lights and associated switching
 - g. Circuitry of receptacles
 - h. Fire alarm audio/visual devices (where applicable)
 - i. Conduit stubs for voice and data outlets
10. Voice/Data Cabling Design Services – An additional service fee will be provided in our fee breakdown for this work. In general, the voice/data cabling design services will consist of the following:
- a. Preliminary design meeting with the owner's IT personnel to coordinate system standards and phasing
 - b. Provide layout and specification of racks based on the owner's direction
 - c. Specification and routing of cables to devices including wireless access points
 - d. Specification of cable terminations at the device and rack
 - e. This scope does not include specification for the purchase and/or installation of active voice/data network equipment (e.g. servers, data hubs, switches, network interface cards, routers, wireless access points, PBX or key systems, service provider equipment, software, etc.)
11. Security System Design Services – An additional service fee will be provided in our fee breakdown for this work. In general, the security system design services will consist of:
- a. Preliminary design meeting with the owner's personnel to determine system requirements based on the owner's security system standards
 - b. Provide layout and specification of security system controller and devices including card access, door contacts, glass break detectors, motion detectors, and closed circuit television
 - c. Specification and routing of cables to devices

12. Audio Visual (AV) System Design Services – An additional service fee will be provided in our fee breakdown for this work. In general, the AV design services will consist of:
 - a. Preliminary design meeting with the owner's personnel to determine system requirements based on the owner's AV system standards
 - b. Provide layout and specification of Projectors, projection screens, smart boards, video monitors, sound system for auditorium, PA system and PA system integration into existing building PA system.
 - c. Specification and routing of cables to devices
13. Construction Administration services are included in our Scope of Work and will include:
 - a. Review and responses to RFIs and questions from the construction team.
 - b. Shop drawing and submittal review
 - c. Site visits for observation of construction. We will provide up to six (6) total man visits.
14. Attendance of weekly or biweekly conference calls is not included in this proposal. Attendance can be provided, if needed, on a call-by-call basis. If regular attendance is requested, an add service will be required.
15. Services not listed herein are not in the Scope of Services and not included in the lump sum fee. If services outside the Scope of Services are performed, they will be additional services and paid for in addition to the base fee.

Fee Breakdown:

Our fee for providing the above described Scope of Work will be a lump sum as follows:

MEP CONSTRUCTION DOCUMENTS	\$18,500
MEP CONSTRUCTION SITE VISITS *	\$4,200 Phase Two - CA Services
LV CONSTRUCTION DOCUMENTS	\$7,900
LV CONSTRUCTION SITE VISITS *	\$2,600 Phase Two - CA Services
	\$26,400 Total Fees - Phase One

* Additional site visits for the observation of construction can be provided, when requested, for an additional fee of \$ 800 per man-visit.

See attached Exhibit “A”

Approved by/Title: _____ Date signed: _____

Exhibit "A"
Standard Terms and Conditions

Conway & Owen, Inc. is pleased to have this opportunity to provide you this proposal for our design services. Engineering services will be provided on an individual basis by a partner, principal, officer or employee. The following further defines our fee proposal:

- A. Work required outside our defined scope of services will be invoiced in addition to our fee quoted in the proposal. This Work will be performed on an hourly basis as an additional service. Examples of additional services include, but are not limited to, the following:
1. Producing background drawings should they not be provided to us
 2. Providing record documentation or "as-built" drawings after construction completion
 3. Sprinkler head layouts, sprinkler piping, etc.
 4. Providing separate drawing pricing or schematic drawings prior to issuance of the construction documents
 5. Revisions to the architectural interior design at a late stage of the construction document design
 6. Security system design
 7. Sound system design
 8. Voice/Data systems design
 9. Lighting design
 10. Design of revisions to the base building's systems
 11. Design of computer/IT rooms larger than 100 sf
 12. Design of plumbing over and above that defined in our Scope of Work
 13. LEED design and/or consultation
 14. Design of smoke control systems
 15. Design of UPS or Generator systems
 16. Site visits (other than initial site survey)
 17. Energy consumption analysis
 18. Grease traps associated with kitchens, etc.

19. Attendance of OAC meetings (virtual or in-person)

B. Our hourly rates are as follows:

1. Managing Principal	\$325 / hr
2. Principal	\$295 / hr
3. Engineering Manager	\$265 / hr
4. Senior Engineer	\$235 / hr
5. Engineer	\$205 / hr
6. Designer	\$155 / hr
7. Clerical	\$110 / hr

C. Reimbursable expenses are included in our fees outlined above. They will be invoiced to you separately. These expenses will be invoiced at a rate of 1.10 times our cost. Examples of these expenses are:

1. Courier Service
2. Large format printing (prints will be invoiced at \$ 6.00 each)
3. Travel expenses (e.g. mileage, air travel, parking, toll, hotel, out of town meals, rental car, etc.)
4. Our mileage cost will be reimbursed at the current IRS rate for all travel originating from our office to all locations.

D. We will invoice on a monthly basis based on a percentage of completion of our Scope of Work. We expect to receive payment for all invoices within 30 days from the date of our invoice. Balances on invoices exceeding 60 days will incur and additional charge of 1% per month (or any part thereof) thereafter until those invoices are fully paid.

E. Risk allocation for this project is such that to the fullest extent permitted by law, engineer's total liability for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this project from any cause, shall not exceed the total amount of Conway & Owen, Inc.'s liability insurance limits. Such causes include but are not limited to engineer's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

F. This proposal and its terms are valid for one year from this date. Should the Work not be completed within one year, we would request a renegotiation of the fees based on the prevailing market conditions.

G. Construction Observation – We will visit the site as requested and as outlined in our scope of work above in order to observe the progress and quality of the Work

completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

August 5, 2024

Ben Starks
Jericho Design Group, LLC
208 Pirkle Ferry Road, Suite C
Cumming, Georgia 30040

RE: Alpharetta Fire Station #81 Addition & Renovation
Alpharetta, Georgia
Wallace Project No. 2490129

Dear Ben:

At your request, we have assembled a proposed scope of services and fees for structural engineering services on the project referenced above. The following exhibits are included below for your review:

Exhibit A:	Project Understanding
Exhibit B:	Scope of Services – Structural
Exhibit C:	Proposed Fees
Exhibit D:	Terms and Conditions

We appreciate the opportunity to provide this proposal and look forward to working with your firm on this project. If you have any questions or need additional information, please do not hesitate to contact us.

Sincerely,



Eric D. Blackmore, PE, SE
Principal

cc: File

Please sign and return one copy of this page as authorization to proceed. Upon Client's authorization to commence the Services, whether in writing or not, the Terms and Conditions below shall govern and control over any prior or ancillary documents or agreements. Payment obligations exist prior to and during the professional services contract negotiation process and survives even if a professional services contract is never negotiated or finalized.

Name: _____ Date: _____

EXHIBIT A: PROJECT UNDERSTANDING

Project Name: Alpharetta Fire Station #81 Addition & Renovation
Location: Alpharetta, Georgia
Wallace Project No.: 2490129

Our proposed fees and scope of services are based on our understanding of the project as outlined below. This understanding is based on our discussions of the project and preliminary plans provided by your firm.

GENERAL:

- Description: Addition to an existing fire station located at 2970 Webb Bridge Road in Alpharetta, Georgia. A staged, light renovation of the existing fire house is anticipated as part of the project. The facility will be a Risk Category IV structure in accordance with the currently adopted building code.
- Number of stories: 1
- Approximate building area: 1,700 square feet (addition); 4,000 square feet (renovation)

STRUCTURAL:

- Roof Framing: Metal deck supported by steel beams / joists
- Floor Framing: Slab-on-grade
- Exterior Walls: Load bearing CMU walls with brick veneer
- Lateral Bracing: Intermediate Masonry Shear walls
- Foundation System: Shallow foundations (note: final system to be based on recommendations from project soils report)
- Additional Info: Addition will be separated from the existing by an expansion joint.

EXISTING STRUCTURE:

- Roof Framing: Metal deck supported by steel beams / joists / trusses (assumed)
- Floor Framing: Slab-on-grade (assumed)
- Exterior Walls: Load bearing CMU walls with brick veneer (assumed)
- Lateral Bracing: Masonry shear walls (assumed)
- Foundation System: Shallow foundation system (assumed)
- Drawings: Unknown

SCOPE OF MODIFICATIONS:

- Demo of existing dumpster enclosure currently constructed in the area of the building addition with reconstruction of a new enclosure on site to be determined
- Infill and re-work of existing CMU wall openings (up to 8 locations)

EXHIBIT B: SCOPE OF SERVICES – STRUCTURAL

Project Name: Alpharetta Fire Station #81 Addition & Renovation
Location: Alpharetta, Georgia
Wallace Project No.: 2490129

Our proposed structural engineering fees are based on the following scope of services. Should additional scope items be desired, please notify us to allow for modifications to our proposed fees.

SCHEMATIC DESIGN:

- Review contract for signature by Wallace and Client
- Review local building code requirements
- Review the existing geotechnical investigation report for the original facility or prepare a letter requesting the owner engage a geotechnical engineer to provide subsurface investigation and report
- Review design concepts
- Provide recommendations for framing systems
- Provide schematic design narrative with sketches as required
- Provide input for cost estimate as required

DESIGN DEVELOPMENT:

- Review schematic design documents
- Prepare design development documents to illustrate and describe the structural systems for the project as required
- Provide outline structural specifications or mark-ups of outline structural specifications as required
- Attend virtual design development meetings (maximum of 2)
- Provide input for cost estimate as required

CONSTRUCTION DOCUMENTS:

- Prepare structural construction documents for the project
- Coordination of structural drawings with civil, architectural, mechanical, electrical and plumbing drawings
- Provide structural specifications pertaining to structure for incorporation into specifications
- Attend virtual document coordination meetings (maximum of 2)
- Provide input for cost estimate as required

CONSTRUCTION ADMINISTRATION:

- Answer bidders' questions pertaining to structural drawings and specifications
- Answer code official's questions pertaining to structural drawings and specifications
- Provide addenda as necessary
- Submit "Statement of Special Inspections" to the building official noting scope of IBC-mandated special inspections required for structure
- Review shop drawings and structural submittals
- Attend pre-construction meeting
- Provide site observations, including observation reports, during construction (maximum of 3).
Note: IBC-mandated Special Inspections are not included.

SERVICES NOT INCLUDED:

- Time spent to resolve contractor errors or unforeseen conditions
- Design of the following items (these will be performance-specified unless noted otherwise):
 - Exterior curtainwall framing or envelope systems, including light gage framing
 - Structural steel connections
 - Seismic bracing and anchorage of architectural or MEP components

Ben Starks

Exhibit B: Structural Scope of Services – Alpharetta Fire Station #81 Addition & Renovation

August 5, 2024

Page B2

- Design and construction documents for site structures, including, but not limited to signs, retaining walls, fences, walls, landscape structures more than 5 feet from the exterior of the building unless specifically included in this proposal
- IBC-mandated Special Inspections as required by Chapter 17 of the International Building Code
- Other items not listed under scope of services

EXHIBIT C: PROPOSED FEES

Project Name: Alpharetta Fire Station #81 Addition & Renovation
Location: Alpharetta, Georgia
Wallace Project No.: 2490129

We propose to provide engineering services on a fixed fee basis:

Schematic Design	\$1,500.00	
Design Development	\$7,400.00	
Construction Documents	\$5,400.00	
Construction Administration	\$5,000.00	Phase Two - CA Services
TOTAL – STRUCTURAL	\$19,300.00	
	\$14,300	Phase One - Design Services

Our current hourly rates for additional services performed beyond the basic scope are:

Principal	\$230	Technical Designer II	\$160
Associate	\$210	Technical Designer I	\$150
Professional Engineer II	\$175	BIM Technician III	\$145
Professional Engineer I	\$160	BIM Technician II	\$135
Intern Engineer	\$150	BIM Technician I	\$125

REIMBURSABLE EXPENSES:

Expenses such as travel and lodging, reproduction, plotting, express delivery and shipping are considered reimbursable expenses and will be billed at 1.0 times cost.

Expenses such as subconsultant testing services, geotechnical engineering services or other specialty consulting services will be billed at 1.10 times cost.

ADDITIONAL SERVICES:

Services such as major revisions, design for unforeseen conditions and items not included the Scope of Services presented above will be considered additional services. Please refer to the Terms and Conditions for more information.

Additional site visits (in excess of the number included in Scope of Services above) will be billed on a per-trip basis. The cost per visit will be \$1000.00 plus reimbursable expenses.

EXHIBIT D: TERMS AND CONDITIONS

Project Name: Alpharetta Fire Station #81 Addition & Renovation
Location: Alpharetta, Georgia
Wallace Project No.: 2490129

FEE

Wallace Design Collective, PC ("Wallace") shall perform the services outlined in this Agreement for the stated Fee Arrangement.

- Where the Fee Arrangement is to be Fixed Fee, the fees are for the Scope of Services listed in the Agreement.
- Where the Fee Arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- Where the Fee Arrangement is to be on an hourly basis and a maximum Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not exceed the stated maximum.
- Where the Fee Arrangement is to be on an hourly basis and an estimate of the Total Fee is offered, the Total Fee, excluding Reimbursable Expenses, shall not be exceeded by more than ten percent without written approval of the Client.
- Where the Fee Arrangement is to be a percentage of the construction cost of the project, progress payments for each phase listed in the Scope of Services listed in the Agreement shall be calculated by multiplying the phase's respective percentage of the Total Fee by the most recent budget for the Cost of the Work (Construction Cost). Compensation for completed work shall not be reduced based on subsequent updates to the Owner's budget for the Cost of the Work.

If the Scope of Services covered by this Agreement has not been completed within twenty-four (24) months of the Contract Date, through no fault of Wallace, fees for Services beyond that time shall be equitably adjusted, or they shall be determined on an hourly basis at Wallace's prevailing hourly rates.

REIMBURSABLE EXPENSES

Reimbursable Expenses are expenses incurred in connection with the project including, but not limited to, transportation, meals and lodging for travel, overnight deliveries, courier services, professional services, sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

ADDITIONAL SERVICES

Services such as major revisions, resolving unforeseen conditions and items not included in the Scope of Services listed in the Agreement shall be considered Additional Services. Fees for Additional Services shall be determined on an hourly basis at Wallace's prevailing rates unless otherwise agreed in writing by Client and Wallace. Additional Services must be requested in writing and will not proceed without written authorization.

BILLINGS / PAYMENT

Invoices submitted for services and reimbursable expenses shall be considered past due if not paid within 30 days after the invoice date, and Wallace may, without waiving any claim or right against Client, and without liability whatsoever to Wallace, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the maximum interest rate allowed by law) per month on the unpaid balance. Upon acceptance of this Proposal and authorization to start work, Client agrees to submit payment pursuant to the terms of this Proposal. This payment obligation exists in the event that professional services contract negotiations commence after authorization to proceed, and survives even if a professional services contract is never negotiated or finalized.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Wallace under this Agreement will be the care and skill ordinarily used by members of Wallace's engineering profession practicing under similar circumstances at the same time and in the same locality. Wallace makes no warranty, express or implied, under this Agreement or otherwise, in connection with Wallace's services.

PRODUCTION OF CONSTRUCTION DOCUMENTS

Drawings will be produced using REVIT software. The total fixed fee above includes services to provide structural drawings using REVIT 2022 or the version used by Client, if different. Design development drawings will meet Level of Development (LOD) 200 per AIA Document G202. Construction documents will meet LOD 300.

CONSTRUCTION COST

The Scope of Services is consistent with AIA Document C401 "Standard Agreement Between Architect and Consultant" with the exception of those clauses related to Construction Cost. The structural and/or civil portions of the Project are heavily dependent on the Owner's desires and the Client's design. As such, the Construction Costs for these portions of the Work are not solely under our control. In applying the standard of care to this Project, Wallace will make every effort to control Construction Costs and will notify the Client when decisions by the Owner and/or Client are increasing the Construction Cost. Such decisions made by Owner and/or Client contrary to Wallace's expressed concerns are considered beyond our control. In these instances, any resulting efforts necessary to revise the design and/or Construction Documents to bring Wallace's portion of the project into conformance with the Construction Budget will be considered an Additional Service subject to the provisions above.

INDEMNIFICATION

Wallace shall indemnify and hold harmless Client and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Wallace, anyone directly or indirectly employed by Wallace or anyone for whose acts any of them may be liable in the performance of professional services. Wallace shall not indemnify, hold harmless, nor assume any liability for Client's own negligence or intentional wrongdoing.

The Client shall indemnify and hold harmless Wallace and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees recoverable under applicable law) arising from claims made by third parties, but only to the extent caused by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by the Client or anyone for whose acts any of them may be liable. Client shall not indemnify, hold harmless, nor assume any liability for Wallace's own negligence or intentional wrongdoing.

CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive or exemplary damages.

FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies or other causes reasonably beyond its reasonable control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Wallace for all services and reimbursable expenses to the date of termination. Termination expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Wallace is not otherwise compensated.

ACCESS TO SITE

Unless otherwise stated, Wallace will have access to the site for activities necessary for the performance of the services. Wallace will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

HAZARDOUS MATERIALS

Wallace shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site.

OWNERSHIP OF DOCUMENTS

All documents, technical reports, letters, photos, calculations, designs, plans, specifications, models and their component parts, reports, or similar documents of any kind furnished by Engineer are "Instruments of Engineer's Services." Ownership, including copyright, of all Instruments of Engineer's Services shall remain exclusively with Engineer. Use of Engineer's Instruments of Service shall be strictly limited to the written license granted in the Engineer's contract of hire and convey no ownership rights to the user.

MEANS AND METHODS

Wallace shall not be responsible for the construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the Work, nor shall Wallace be responsible for the Construction Contractor's failure to carry out the work in accordance with the Drawings and Specifications.

MAINTENANCE OF INSURANCE

Until the services covered by this Agreement are completed plus for a period of twelve (12) months after completion of services, Wallace shall maintain (a) workers compensation insurance in accordance with state law and (b) liability insurance covering the type and variety of services Wallace provides under this agreement.

APPLICABLE LAW

Unless otherwise specified, this agreement shall be governed by the laws of the state in which the project is located.

Date: September 5, 2024

VIA EMAIL

Benjamin Starks
Jericho Design Group, LLC
208 Pirkle Ferry Rd, Suite C
Cumming, GA 30040
Bstarks@jericho-design.com

**Re: Letter Agreement for Professional Services
Alpharetta Fire Station #81
2970 Webb Bridge Rd, Alpharetta GA 30009
FG Project No. _____**

Dear Ben Starks:

Foresite Group, LLC. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to Jericho Design Group, LLC ("Client") for providing the services set forth herein for the above-referenced project. Our Project Understanding is detailed below, and the Letter Agreement details the Scope of Services, Fees, Additional Services, Hourly Rate Schedule, and Items Provided by Client.

This Letter Agreement is based on the Conceptual Site Plan, prepared by Jericho Design Group, dated 01/15/2024 showing the renovation and expansion of the Alpharetta Fire Station #81. Foresite Group reserves the right to review and subsequently revise this letter agreement in the event of a change to this site plan.

This proposal document consists of the following attachments:

- Attachment A - Project Summary and Scope of Services
- Attachment B - Exclusions or Additional Services
- Attachment C - Civil Engineering Fee
- Attachment D - Standard Rate Sheet
- Attachment E - Standard Terms and Conditions

Once Foresite Group has received a fully executed contract, Foresite Group will diligently work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by Foresite Group and the Client that the project schedule is dependent upon factors and entities beyond the control of Foresite Group or the Client. Therefore, as the project progresses Foresite Group and the Client shall collectively analyze and review the progression of the project. Additional time to complete Foresite Group's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between Foresite Group and the Client the timelines of reviews and approvals from permitting and approval authorities having jurisdiction over Foresite Group's work and tenants may cause adjustments to the project schedule outside of the control of Foresite Group.

September 5, 2024

All direct reimbursable expenses such as express mail, air travel, out-of-town mileage, reproduction of project drawings, and other direct expenses will be billed at 1.10 times cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. **Check Payments** can be mailed to Foresite Group LLC, PO Box 747081, Atlanta, GA 30374-7081 **or** overnighted to PNC Bank c/o Foresite Group LLC, Lockbox Number 747081, Phoenix Business Park, 1669 Phoenix Pkwy, Suite 210, College Park, GA 30349. For ACH payments, please e-mail AR-fg-inc.net for further instructions.

Foresite Group appreciates the opportunity to provide this proposal to you and is excited about being a part of the design team. Please do not hesitate to contact us if you have any questions or comments. If the proposal is acceptable, please sign in the space provided below.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,

Foresite Group, LLC

By: 
(Signature)

Review Name: David Stoniecki, PE

Title: Regional Leader

Attachments

By signing the proposal below, I hereby certify that I am authorized to sign this Letter Agreement on behalf of Jericho Design Group and that I have read and familiarized myself with this Letter Agreement and all attachments incorporated herein. Please sign and return a copy to our office.

ACCEPTED: _____
(Signature)

DATE: _____

All Invoices will be sent to the Client address above unless noted otherwise. If different, please provide the address and who's attention invoices should be sent below including email address.

Attachment A
Project Summary and Scope of Services Description

Project Understanding: Based on the information provided to us and our correspondence with you, we understand that you are requesting a proposal to provide civil engineering consulting services which includes design, permitting, and limited construction observation. The project scope includes the expansion and renovation of the existing Alpharetta Fire Station #81. Per the Concept Site Plan provided by the Client, the project will include a 1,780 SF building addition, the replacement of approximately 7 parking spaces and the dumpster enclosure, and necessary site circulation elements. Is it understood the project area will be limited to the rear of the existing building in the vicinity of the new building expansion, and the redesign of other site elements (Ex. Driveways, Front entry, Tech Alpharetta facility) are not included in the project scope. Below is a more detail summary of the scope of services:

Task 1000 – Conceptual Site Planning “Schematic Design”

Foresite Group shall prepare one conceptual site plan layout for the site based upon the information provided by the Client. This Conceptual Site Plan is typically based off tax maps or survey data furnished by the Client. This concept plan includes limited due diligence information including building setbacks, landscape strips and parking requirements. This Concept Plan is for the purpose of developing a concept plan only and deciding whether the Client should conduct more detailed investigation. Additional concept planning may be required for additional fee. Below is summary of scope:

- General review of zoning ordinance for building setbacks lines, parking, and landscape strips.
- Includes one meeting with the Client and two conference calls.
- Includes two minor revisions to the concept plan.
- Includes concept grading plan.
- Includes one site visit and City Pre-application (One-Stop) meeting

Foresite Group will not begin any additional civil engineering design, drawings, or documents until conceptual site plan has been approved by the Client.

Task 1015 –Preliminary Construction Documents “Design Development”:

After receipt of the ALTA Survey, Foresite Group shall prepare a Preliminary Construction Documents “30% Plans” for Client review and coordinate with architect and other subconsultants as required. These plans typically include the following sheets:

- Preliminary Site Plan
- Preliminary Grading Plan Preliminary Utility Plan
- Preliminary Pipe Size
- Preliminary Stormwater Management Solutions
- One virtual meeting with owner and architect

After review of plans by owner and architect, if no major changes we will move into the final construction drawings task. If major redesign, we discuss with owner next step.

Task 1020 –Final Construction Drawings

Foresite Group shall prepare and process signed and sealed Civil Construction Drawings for the development after approval of the concept or preliminary plans by Client. We will coordinate with project architect for building plan dimensions and utility entrance locations. The Civil Construction Drawings will include the following:

- Cover Sheet - including plan contents, vicinity map, utility providers' contact information, and other information as required by the jurisdiction.
- Notes Sheet – including all notes, tables, and calculations that may be required for the development.
- Demolition Plan - including existing trees, vegetation, buildings, and any other existing structures to be removed; establish tree protection areas and limits of clearing.
- Site Geometry & Paving Plan – including building setbacks, buffers, parking geometry dimensions and data, parking and pavement markings, boundary dimensions, and location of physical improvements such as sidewalks, driveways, etc. Tabulations such as parking requirements, site areas, density ratios, floor area ratios, impervious/pervious surface area calculations, and other data as may be required by the jurisdiction shall be included as applicable on the Site Plan. Hatched areas representing required pavement sections shall be provided on this plan.
- Grading and Drainage Plan – including proposed contours and spot elevations of driveways, parking areas, drainage ways, retaining walls (if applicable), building finish floor elevations and stormwater management facilities. Storm inlets and pipe selection as well as locations of structures, inlets, and the pipe network shall be shown.
- Utility Plan – including design of on-site sanitary sewer systems including sewer services, cleanouts, and manholes connecting to existing mains. A water distribution system including the layout of proposed waterlines, fire hydrants, water meters and backflow preventors. Please note, this assumes that water and sewer are of adequate size and capacity and are located at the site boundaries and sewer can be via gravity. No utility extensions are required.
- Erosion and Sediment Control Plans – Foresite Group shall prepare an initial, intermediate, and final erosion and sediment control plans for the proposed project as required by the local jurisdiction and NPDES. A pollution control plan will also be provided along with erosion control details, notes, and sequence of operations as may be required. The site-specific erosion and sedimentation control plan will use best management practices to ensure the site is in general compliance with local and state stormwater controls.
- Construction Details – including details to support the proposed improvements shown on the site, grading, utility and erosion control plans. This will include special construction details, typical sections, drainage details, outlet control structure details, utility details, erosion control details, and other applicable jurisdictional details. It is not part of Foresite Group scope to verify pavement design provided in the geotechnical report. The Client can retain a third-party engineer to review the pavement design.
- Profile Sheets – includes profiles of the storm and sanitary systems including proposed and existing utility crossing in profile view to aid the contractor in evaluating conflict areas and clearance issues. Existing utility crossing depths are assumed on the profile sheets. Client can

verify depth of existing utilities during design phase at Client expense or Client shall be responsible for any relocation expenses in the field should a conflict arise.

Task 1025 – Stormwater Management Design “Hydrologic Study”

Concurrent with the Construction Drawings, Foresite Group shall prepare the Stormwater Management Design. The City of Alpharetta’s Stormwater Ordinance is applicable for redevelopment projects that add 1000 SF on new impervious and/or replace 5,000 SF of existing impervious coverage. The full scope of the project has not been fully developed. For the purpose of this proposal, we are assuming the project will need water quality treatment for the additional or replaced impervious surface. However, it is not anticipated the project scope will require modifications or improvements to the existing on-site detention pond. Additional services may be required if the project requires improvements to the existing detention pond. Services include the following:

- Hydrologic studies and hydraulic modeling of facilities meeting the local governing authority requirements.
- Preparation of a Stormwater Management Report.
- Project is anticipated to include an open excavated water quality treatment system for the addition area only. (Low Impact Development techniques and/or manufactured treatment device.)

Task 1045 – Permitting Services

Foresite Group with Client assistance will actively work with the governing authorities to solicit, and retrieve permits necessary to facilitate construction of the improvements. The following services shall be provided:

- Prepare and submit, on the Owner’s behalf, required permitting packages for the review and issuance of a jurisdictional Land Disturbance Permit (LDP) for the Civil Construction Documents.
- Monitor and respond to agency comments, as required, for permit issuance.
- It is assumed project land disturbance will be less than 1.0 Acre and an NOI will not be required.

Responses to requests for additional information beyond what is normal and customary and responding to permitting issues beyond our control or outside this scope of service will be provided, as needed, as an Additional Service to the Client for written authorization. Client will be billed for actual time spent in this task. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

Task 1055 – Construction Phase Services

Foresite Group shall be prepared to assist the Client and contractor during construction phase. Foresite Group will provide the following services:

- A representative from Foresite will attend one preconstruction kick-off meeting with the general contractor and subcontractors.
- Review and approval of applicable shop drawings and submittals required for the site improvements controlled by our design documents.
- Review unforeseen “field” conditions issues that may require adjustments to the site design based on an RFI from the contractor.
- Foresite has included 2 additional progress site visits and 1 punchlist site visit.
- Weekly OAC meetings (onsite or virtual) have not been included in this scope. If required, Foresite Group will perform on an Hourly Basis.

Construction phase service scope is based on our best effort and can vary due to factors outside of Foresite Control. Client will be billed for actual time spent in this task. If Additional Service is required, we will submit an add service to Client for written authorization.

Foresite Group shall have no responsibility for the means, methods, sequence, and technique of construction. Foresite Group shall have no responsibility for safety on the project during the construction phase or at any other time.

Other Engineering Services

Task 1060S –Landscape Plan and Tree Protection Plan

Foresite Group shall prepare a code minimum Landscape Plan including all notes, details, and computations as required by the local municipality. It is assumed the Irrigation Design shall be designed/built by the contractor; however, if required by Client or by the permitting jurisdiction, a sub-consultant of Foresite Group can prepare an Irrigation Plan as an Additional Service. This task includes one round of comments. Site visits are excluded.

Foresite Group shall prepare a Tree Protection Plan as required by Alpharetta Community Development. Existing Trees will be shown along with project impacts, and itemized trees which will be affected by the project. Tree mitigation calculations shall be provided and limited Arborist support shall be included.

Task 1070S – ALTA Boundary and Topographic Survey

Foresite Group will retain a surveyor subconsultant (**GeoSurvey, Ltd.**) to complete an ALTA/ACSM Boundary and Topographic Survey on the 3.9 acre site. Topographic limits shall extend 25 feet beyond the property line and road right of way per the attached exhibit. GeoSurvey, Ltd., will provide a complete boundary and topographic survey of the above referenced property. All property corners will be recovered or replaced and visibly flagged. Adjoining road rights-of-way will be established per current deeds and/or road right-of-way plans. Although we will endeavor to depict easements and other encumbrances of record, no certification can be extended regarding all encumbrances of record until a complete and current title inspection report covering the subject site is provided. It shall be the client's responsibility to provide said report in a timely manner. Contours will be depicted at a one-foot interval and will be based vertically on the nearest available vertical benchmark. All above ground existing features including, but not limited to, buildings, curb and gutter, pavement, buildings, power lines, catch basins, drainage structures, paint stripes, ditches, sidewalks, etc. will be shown. Water lines, gas lines, and other utilities will be located and depicted on the final drawing based on our horizontal location of markings to be placed by an outside consultant (if authorized in Task 1071S below) and visible above ground evidence on the site. Please note that the depth or pressure of underground utilities will not be provided as part of this service. Utilities not observed or located utilizing these techniques may exist on this site but not be shown and may be found upon excavation. Additionally, GeoSurvey, Ltd. will provide a complete tree location and identification survey of the above referenced site. We will locate and identify all trees 6" and over measured at dbh (diameter at breast height). This information will be added to our existing survey. Our survey will conform to all regulations as set forth in the GA Plat Act found in OCGA 15-6-67 and Chapter 180-7-.07 of the rules of The GA State Board of Registration for Professional Engineers and Land Surveyors.

Task 1071S – Utility Locates

Foresite Group shall retain a private Utility Locate subcontractor (**GroundHawk**) to complete utility locating services on site. This locations will be marked in field and captured in the Survey Task 1070S.

Task 1080S – Wetlands Delineation Report

Foresite Group shall retain a sub-consultant (**United Consulting**) to complete a streams and wetland delineation on the site in accordance with federal standards outlined by the US Army Corps of Engineers (USACE) 1987 wetland delineation manual and the 2012 Piedmont Regional Supplement. All wetlands and streams identified onsite and believed to be “Waters of the US” will be flagged and a report will be issued summarizing the results. Additionally, maps and a brief report summarizing the findings will be provided. If it is determined that there are no wetlands or stream on the property, the report will document those findings as well.

If required, United Consulting can share report with USACE and request a formal verification of streams and wetlands. This task would include submitting documentation for a Jurisdictional Determination (JD). Additional environmental issues that may be identified while on-site will be communicated to the Client. If the additional environmental issues are identified, these could required additional services to address.

Task 1088S – Retaining Wall Design

Foresite Group shall retain a sub-consultant (**Engineered Earth Solutions**) to prepare a retaining wall design. The scope of a possible retaining wall is not yet known, however, this included scope would be suitable to design a small cast in place concrete retaining wall, or a MSE (Mechanically Stabilized Earth) Segmental block retaining wall with a max ~4’ height.

ATTACHMENT B
Exclusions Services

Below is a list of Exclusions that are not included in the Scope of Services as noted in Attachment A of this Letter Agreement. Foresite Group can provide these Additional Services if requested and authorized by the Client on a separate letter agreement.

1. Geotechnical Investigation or infiltration testing.
2. Phase I or Phase II Environmental Studies.
3. Wetland Encroachments and/or EDP & ACOE Permitting
4. Water Flow Test Report.
5. Fire Flow Calculations.
6. Traffic Impact Study and/or Traffic Signal Warrant Analysis.
7. Site Lighting Electrical Plan (except coordination of lighting photometric).
8. Flood Studies, HEC RAS or FEMA map revisions.
9. Preliminary and Final Subdivision Plats, Easements, and legal descriptions.
10. As-built Survey or Recorded Drawings.
11. Arborist analysis and/or report on existing trees.
12. Engineer certifications or engineer consent agreements to the lender.
13. Attendance at public hearing, Board of Appeals, rezoning, site plan approvals, SUP, CUP, or variance meetings, except as specifically provided for in the scope of services agreement.
14. Sanitary Sewer Lift Station Design.
15. Offsite Utility Design except as noted in scope of services.
16. Site Signage Design or sign permitting.
17. Irrigation Design.
18. Hardscape Design.
19. Filing fees for permit, tap fees, building permit fees, impact fees, etc.
20. Weekly erosion control inspections per local NPDES Permit.
21. Turbidity monitoring per local NPDES Permit.
22. Private utility design (i.e., power, telephone, cable TV and gas)
23. Concrete Jointing Plan.
24. Sitework Specifications.
25. As-built Pond reports or certifications.

Items indicated above as “exclusions” shall be either provided to Foresite Group by the owner or are not needed for the project. In any instance these items are not included in Foresite scope of services. Foresite Group can either provide or assist the owner with getting proposals for services above either by separate proposal, additional services contract or on an hourly basis based on our Standard Rate Sheet.

Attachment C Civil Engineering Fee Sheet		
Scope of Services Listing		
TASK CODE	Civil Engineering Services	PHASE FEE
1000	Conceptual Site Planning "Schematic Design"	\$ 8,900.00
1005	Due Diligence Investigation	\$ -
1010	Local Jurisdictional Req. (Zoning, Variance, SUP, etc.)	\$ -
1015	Preliminary Construction Documents "Design Development"	\$ 11,500.00
1020	Final Construction Documents	\$ 17,500.00
1025	Stormwater Management Design "Hydrologic Study"	\$ 6,200.00
1030	Offsite Highway/roadway Improvement	\$ -
1035	Offsite Utility Extensions	\$ -
1040	Project Administration	\$ -
1045	Permitting	\$ 8,500.00
1050	Preconstruction Meeting	\$ -
1055	Construction Phase Services (RFI, shop drawings, etc.)	\$ 6,100.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TASK CODE	Other Engineering Services	PHASE FEE
1060S	Landscape Plans	\$ 5,200.00
1065S	Irrigation Plans	\$ -
1070S	Alta Boundary and Topographic Survey	\$ 7,260.00
1071S	Utility Locates	\$ 2,200.00
1072S	Platting Services	\$ -
1074S	Geotechnical Investigation Report	\$ -
1076S	Phase I Environmental Report	\$ -
1078S	Phase II Environmental Report	\$ -
1080S	Wetland Delineation Report	\$ 5,500.00
1082S	Water Flow Test Report	\$ -
1083S	Trip Generation Memo	\$ -
1084S	Traffic Impact Assessment	\$ -
1086S	Lighting Design/Plan	\$ -
1088S	Retaining Wall Design	\$ 4,400.00
1090S	Lift/Pump Station Design	\$ -
1092S	Traffic Signal Design and Permitting	\$ -
1094S	Wetlands Permitting	\$ -
1096S	Environmental Permitting	\$ -
99SE	Subconsultant Reimbursable Expenses	\$ -
		\$ -
	Civil Engineering Total	\$ 51,700.00
	Subconsultant Total	\$ 24,560.00
97	Impact/Permit Reimbursement Expenses	\$ -
99	Engineering Reimbursement of Expenses (Estimated - Will be billed at cost Plus 10%) (NTE)	\$ 2,000.00
98	Office Fee	\$ -
	Project Total	\$ 85,260.00

Phase Two
Services

Total Fees for
Phase One
Services

\$79,160

ATTACHMENT D
Current Hourly Rate Schedule
(To be Adjusted Annually)

Principal	\$ 200-415/hour
Practice Leader	\$ 185-295/hour
Chief Engineer	\$ 175-295/hour
Division Leader	\$ 165-235/hour
Senior Project Manager	\$ 155-225/hour
Senior Project Engineer	\$ 140-220/hour
Senior Landscape Architect	\$ 120-180/hour
Project Landscape Architect	\$ 120-170/hour
Project Manager	\$ 125-185/hour
Project Engineer	\$ 120-180/hour
Project Analyst	\$ 90-140/hour
Senior Designer	\$ 110-165/hour
Designer	\$ 95-125/hour
CAD Drafter	\$ 85-115/hour
Administrative Assistant	\$ 65-85/hour
Expert Witness	\$ 295/hour

Rates are subject to change. Foresite Group reserves the right to change the rate sheet periodically. If Foresite Group is being compensated based on an hourly agreement, Foresite Group will bill the Client based on the new rates established on the modified rate sheet.

ATTACHMENT E
FORESITE GROUP, LLC
STANDARD TERMS AND CONDITIONS

1. **Scope and Term.** Foresite Group will provide services to Client only as specifically described in the letter agreement (the "Letter Agreement") subject to these Standard Terms and Conditions (these "Terms and Conditions", together with the Letter Agreement and incorporated by reference therein, this "Agreement"). These Terms and Conditions will commence on the effective date of the Letter Agreement and will continue in effect until the earlier of the completion of all Services, or termination of the Letter Agreement. Except as set forth in the Letter Agreement, Foresite Group will provide its own tools, materials, equipment, and other business items necessary to perform the Services. Fees, as defined in the letter agreement, are to perform each task one time. Revisions to address Jurisdictional or Client review comments will be made on an hourly basis under the appropriate Submittals and Permitting Tasks; if applicable. If requested by the Client and agreed to by Foresite Group, Foresite Group will perform additional services ("Additional Services") at Foresite Group's then-current hourly rates, or an agreed-upon sum, per a separate letter agreement which will be subject to these Standard Terms and Conditions.
2. **Opinions on Costs.** When included in Foresite Group's scope of services, any opinions or estimates of probable construction costs are prepared based on Foresite Group's experience and qualifications and represent Foresite Group's judgment as a professional generally familiar with the industry. Foresite Group has no control over the cost of labor, materials, equipment, or services furnished by others, contractor's methods of determining prices, competitive bidding, or market conditions, therefore, Foresite Group does not make any guarantees that proposals, bids, or actual construction costs will not vary from Foresite Group's opinions or estimates of probable construction costs.
3. **Termination.** Client or Foresite Group may terminate this Agreement for any reason by giving the non-terminating party seven days written notice prior to the proposed termination; provided, however, if payment is not made by Client within three (3) days of written notice by Foresite Group to Client of nonpayment, Foresite Group may terminate this Agreement immediately for failure by Client to make payments in accordance with this Agreement. In the event of termination by either party for any reason, Client shall pay Foresite Group for all Services performed up to the effective date of termination and other reasonable expenses incurred by Foresite Group as a result of the termination. Sections 3, 4, 5, 6, 7, 9, 11, 14, and 16 will survive the expiration or termination of this Agreement for any reason.
4. **Terms of Payment.** Client will pay Foresite Group as follows:
 - 4.1 Foresite Group will submit to Client an itemized invoice for all the applicable amount(s) due hereunder, including without limitation any expenses incurred by Foresite Group. Payment will be due 28 days from date of invoice and will be payable only in U.S. dollars. All past due amounts will accrue interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Foresite Group may, after 3 days' written notice to Client, suspend Services under this Agreement, without liability; until all past due amounts have been paid in full, excluding non-payment for amounts disputed in good faith.
 - 4.2 If Client objects to any invoice, it must advise Foresite Group in writing its reasons within 10 days of receipt of the invoice or the Client's objections will be waived and the invoice shall conclusively be deemed due and owing.
 - 4.3 Amounts invoiced exclude, and Client will pay, all sales, use, transfer, value-added tax or other taxes, whether federal, state, provincial, local, or otherwise which are levied or imposed by reason of the Services performed, except those based solely on Foresite Group's net income.
 - 4.4 All payments shall be made via the attached payment options. Immediately prior to making each payment via EFT, Client shall verbally confirm payment instructions with an authorized representative of Foresite Group designated in writing by Foresite Group as the appropriate representative to confirm said instructions. Client agrees that it is solely responsible for confirming payment instructions as required herein. Client shall indemnify, hold harmless and make whole Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities, losses or costs, including reasonable attorneys' fees and costs, to the extent caused by the Client's failure to confirm payment instructions prior to sending payment via EFT as required by this Agreement.
5. **Ownership.** Each party will retain title to all of its respective Confidential Information as defined in Section 7 below, whether developed before, during, or after the Services. Client agrees that any and all deliverables, plans, diagrams, drawings, specifications, reports, electronic files, field data, notes and other documents and instruments prepared by Foresite Group and delivered to Client hereunder are instruments of professional service (the "Instruments") and may be used by Client only for purposes of the project for which they are made (the "Project"). Such Instruments shall be considered authored and owned by Foresite Group and shall remain the property of Foresite Group, whether the Project is completed or not. Foresite Group shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client shall be permitted to retain copies of such Instruments for information and reference only. The Instruments shall not be used or relied upon by Client (a) if they are not completed or are partially complete, or (b) on other projects, or for additions to the Project, except by agreement in writing and with appropriate compensation to Foresite Group.

6. **Use.** Any unauthorized use of such Instruments shall be at the Client's sole risk and without liability to Foresite Group. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Foresite Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's unauthorized use of such Instruments of Professional Service. In the event of a conflict between the signed and sealed construction documents prepared by Foresite Group and the electronic files, the signed and sealed hard-copy construction documents shall govern.
7. **Confidentiality.** "Confidential Information" as used in this Agreement will mean any and all confidential and proprietary technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, and formulae related to the current, future and proposed products and services of each of the parties and/or its customers and/or vendors, including, without limitation, information concerning product or process research and development, design details and specifications, engineering, financial data (including the amount of or information regarding the fees for the Services), manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans. Each party acknowledges that in the performance of any Services it may be supplied with Confidential Information of the other party. Each party will treat, protect, and safeguard as proprietary and confidential this Agreement and all Confidential Information disclosed to the other under this Agreement using at least as great a degree of care as used to maintain the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Except with specific prior written authorization, each party will not use, either directly or indirectly, any of the other party's Confidential Information other than for the purpose for which it has been disclosed in connection with the performance of the Services. Each of the parties agrees that it will disclose the other party's Confidential Information only to its employees and representatives who need to know such information in connection with the performance of the Services, provided that such employees are bound by terms and conditions protecting such Confidential Information substantially similar to those of this Agreement. Each party acknowledges that the disclosure of any Confidential Information, except as expressly permitted by this Agreement, will cause irreparable injury for which the injured party may not have an adequate remedy at law. Accordingly, either party may obtain injunctive relief against the breach or threatened breach of any of the foregoing undertakings in addition to any other legal remedies that may be available, and each party hereby consents to the obtaining of such injunctive relief. The above restrictions will not apply to any Confidential Information which (a) is rightfully known or is in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party; (b) is in the public domain or generally distributed or made available to others by the disclosing party following the date of its disclosure by the disclosing party without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving party from third parties who are not under a similar agreement directly or indirectly with the disclosing party regarding disclosure; (d) independently developed by the receiving party as evidenced by its written records, or (e) is required to be disclosed to enforce the terms of this Agreement or by applicable law, provided the receiving party shall notify the disclosing party as soon as reasonably possible prior to such disclosure to afford the disclosing party an opportunity to object or to seek a protective order.
8. **Indemnification.** In the event there is a third-party claim against the Client or liability to a third party, Foresite Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by Foresite Group's negligent performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless (but not to defend) Foresite Group, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by the Client's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Foresite Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's sole negligence or for the negligence of others.
9. **Representation.** In providing services under the Letter Agreement, Foresite Group shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Foresite Group's profession currently practicing under similar conditions at the same time and in the same or similar locality. Foresite Group does not make, and hereby disclaims, any and all express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Foresite Group does not warrant that the Services will be error-free.
10. **Limitation of Liability.**
 - 10.1 In recognition of the relative risks and benefits of the Services to both Client and Foresite Group, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Foresite Group and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Foresite Group parties shall not exceed Fifty Thousand Dollars (\$50,000), or the total fee for services rendered pursuant to the Letter Agreement, whichever

is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- 10.2 Notwithstanding any provision to the contrary in this Agreement, if the Letter Agreement provides for the delivery of any Construction Phase Services by Foresite Group, Client acknowledges and agrees that the general contractor hired by Client is solely responsible for the construction of the project and Foresite Group will not be liable for the construction means, methods, techniques, sequences or procedures employed by such general contractor or for any and all acts or omissions of any such general contractor, subcontractor, supplier, or otherwise with respect to any Construction Phase Services provided by Foresite Group hereunder.
- 10.3 Notwithstanding any provision to the contrary in this Agreement, Foresite Group's scope of Services does not and will not include any services related to the environmental PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues with respect to any and all Client projects and that Foresite Group is in no event liable for any environmental review or claims.
11. **Consequential Damages.** Notwithstanding any other provisions of this agreement, Foresite Group will not be liable to Client for any punitive, consequential, indirect, or special damages, including without limitation, loss of profits, revenues, or data with respect to any claims regarding the services to be provided hereunder even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
12. **Subcontracting.** Foresite Group may subcontract its obligations under this Agreement to a third party reasonably acceptable to Client, so long as Foresite Group remains responsible for the subcontractor's work under the terms of this Agreement, and the third-party subcontractor agrees to be bound by terms substantially similar to those in this Agreement.
13. **Independent Contractor.** Both parties agree that Foresite Group is an independent contractor in relation to Client and will not be considered an employee, agent, or servant of Client. It is agreed that Foresite Group will have the right to control the details of its Services. Client and Foresite Group agree that in no respect will any employee of Foresite Group be an employee of Client.
14. **Force Majeure.** Except for payment obligations hereunder, neither party will be liable for failure to perform any of its obligations hereunder where such performance is prevented or interfered with by riots, wars or hostilities between any nations, acts of God, acts of terrorism, fires, storms, floods, earthquakes, strikes, labor disputes, shortages or delays of carriers, shortages or curtailments of raw materials, labor, power or other utility services, pandemics, epidemics or other biological events, including governmental orders arising out of such events, and other cause beyond the reasonable control of the parties hereto; provided, in the event a force majeure event delays a party's performance by more than thirty (30) days, the other party will have the right to terminate this Agreement by providing written notice thereof to the delayed party. This provision will not be construed as relieving either party from its obligation to pay any sums due the other party.
15. **Disputes.** Any dispute, claim or controversy between the parties hereto arising out of or related to the terms or subject matter of this Letter Agreement shall be resolved through litigation. Any action at law or in equity brought to enforce the terms of this Agreement, alleging a breach thereof, or otherwise in connection with, arising out of or relating to the subject matter of the Agreement or the Services shall be brought in the state courts of Gwinnett County, Georgia, which shall be the exclusive venue for all such actions. The parties hereby consent to the jurisdiction of the state courts of Gwinnett County, Georgia with respect to any such action, waiving any objection to said jurisdiction. Each party agrees to waive a trial by jury.
16. **Miscellaneous.** This Agreement, including the Letter Agreement, is the exclusive statement of the agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, with respect to the subject matter hereof. Variance from, or additions to, the terms and conditions of this Agreement in any purchase order or other written notification from Client will be of no effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding its conflicts of laws rules. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Without prior written consent of the non-assigning party, neither party may assign this Agreement. If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party in a final judgment, as determined by the court, in addition to any other rights or remedies available to it, will be entitled to recover attorneys' fees, expert witness fees, and other expenses related to such action.

[illegible]

Drawn By Author	Checked By Checker
Date 01/15/2024	Job No. 24006

Sheet Title

3D VIEW - BACK

APPARATUS BAY

Sheet No.

A-9.01

NOT RELEASED FOR CONSTRUCTION



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Amanda Musilli

Meeting Date: October 28, 2024

AGENDA ITEM:

Request For Proposals 25-102: Downtown Winter Holiday Decor

Consideration of approval of the award of request for proposals 25-102 and a contract with Universal Concepts for a 5-year service contract to provide comprehensive seasonal winter holiday decor, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for request for proposals 25-102 to Universal Concepts for a 5-year service contract to provide comprehensive seasonal winter holiday decor, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$100,875.00 ANNUALLY

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
10061900 521200 (base bid)	\$89,335.00
10061900 521200 (alternate)	\$11,540.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
None	\$0.00
None	\$0.00

ITEM DESCRIPTION:

The award of this Request-for-Proposals (RFP) is for downtown, comprehensive, outdoor, seasonal décor services and peripheral lighting installation and maintenance at select city facilities. Responsibilities under the contract include full-service lighting and décor installation and removal of the City's winter holiday décor and Season of Celebration events. The awarded vendor shall manage supervision of contractors and subcontractors, and act as the key contact for the City. It is further expected that the awarded vendor demonstrates a continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly with the City and contractors to provide quality customer service.

The annual targeted dates for the installation of the winter holiday décor are outlined below. These dates will vary in 2024 due to contract execution dates, but will be accurate in the subsequent years of the contract.

- End of September/Early October: Peripheral lights installed/maintained on the roof of ACC, WPRC, Pool, AAAC, and Preston Ridge Community Center.
- Third week of October: Begin wrapping live trees with lights in downtown Alpharetta. Lights will be tested before and after installation. Lights are wrapped around trunks and main branches and secured with electrical tape to allow for growth or movement of the trees. All outlets will be tested, and any issues discovered will be reported to City's on-call electrician so they can be resolved before the light-up date, the Friday before Thanksgiving.

- Starting November 1, all Holiday Décor are installed (not lit) progressively, with installation complete by November 8, including the 50' Christmas Tree on Town Green.
- On Friday before Thanksgiving, all light-wrapped trees should be lit before 5 PM.
- Saturday before Thanksgiving, the 50' Christmas tree will be lit during the City's Season of Celebration event.

Staff recognizes that event details change and requests flexibility to adjust the awarded contract offerings based on mutual agreement between the selected vendor and the City. The awarded vendor shall manage design consultation with City staff, installation, removal, storage, and maintenance of the city-owned décor, as well as newly purchased strands of lights. During the off-season, the vendor will store all city-owned décor items in a secure, climate-controlled storage facility. The selected vendor will work directly and closely with city staff on consultation, design, and timeline. The selected vendor will work directly and closely with the City's on-call electrical services' vendor for installation.

The current seasonal decor contract expired October 22, 2024. Anticipating expiration of the existing contract, an RFP was prepared by a Committee including representatives from Recreation, Parks and Cultural Services and Finance. RFP # 25-102 was issued on August 8, 2024, with proposals received on September 12, 2024.

The City received a total of four (4) responses which were submitted to the Evaluation Committee for review and ranking. On the following criteria: technical, experience, references, project examples, technical proposal, project approach, sample projects and cost. The resulting scores were as follows (scored out of 100 points total):

- Universal Concepts: 72.15
- Atlanta Loves Christmas Lights LLC (dba Simply Lit): 71.13
- Illuminating Design Inc.: 65.55
- Blingle of Marietta: 55.53

The high scoring firm, Universal Concepts, is our current event lighting and seasonal decor service provider. The staff found them to be knowledgeable, responsive, and focused on delivering an excellent product. From a cost perspective, Universal Concepts provided the second-lowest cost proposal, behind Atlanta Loves. However, Atlanta Loves scored the lowest overall technical score (references and approach) of the 4 firms - a score of 36.13 versus Universal's Score of 47.6. With these factors in mind, staff recommends award of RFP # 25-102 to Universal Concepts

ALTERNATIVES:

There are two alternatives to this item:

1. Direct staff not to pursue a contract for winter holiday decor and lighting.
2. Direct staff to cancel the RFP #25-102 and re-bid this project.

ATTACHMENTS:

1. Universal Concepts Vendor Submission
2. 25-102 - Winter Holiday Decor - Scoring Summary
3. Additional Information for RFP 25-102



TO: CITY OF ALPHARETTA
RFP #25-102 WINTER HOLIDAY DECOR

COVER LETTER

Universal Concepts is one of the oldest family-owned commercial decor companies in the United States. Since 1980 we have been providing the highest quality, longest lasting, and most beautiful decorations available. Our experience and implementation is reflected in several of our famous projects. "Winterfest", Gatlinburg, Sevierville, and Pigeon Forge, Tennessee, "Lakeside Extravaganza", Lake Lanier, Georgia, plus four "Giant Rooftop Christmas Trees", Atlanta Metro Northside Hospitals, "Holiday Lighting Programs", City of Sugar Hill, City of Suwanee, and City of Smyrna (new for 2024) - just to name a few....

If we are awarded this contract, our team will immediately begin to inspect the City-owned products, inform our different department managers, create our timeline, make our loading and installation plans.

Below are our Organization Credentials:

Greg Fulwood, President/Owner of Universal Concepts since 1980. Previously worked for Valley Decorating, Fresno, CA a premiere indoor/outdoor factory for Christmas, Seasonal and float décor where he was a Territory Manager/National Sales Training Manager. During the 1980's Greg started Universal Concepts and worked with Dollywood, Disney, Gatlinburg, Pigeon Forge, and other premiere tourist destinations. In 1994, Greg created "Magical Nights of Lights" at Lake Lanier Islands along with "Winterfest" in Gatlinburg, TN. His original ideas and displays are still being used and featured today. Under his leadership, Universal Concepts is nearly 44 years old and is growing. The Company currently works with many Cities, Towns, Hospitals, Municipal and Government Parks, Merchant Associations, Theme Parks, Life Style Centers, Zoos, Production Companies and Various Entertainment Venues throughout the Country.

Lori Fulwood, Chief Financial Officer, Sales, and Business Development since 1999. Previously working in public and private accounting and as a Controller for a large retail business, she brings here “eye for detail” and “hands-on approach to the Universal Concepts Team. While working and training under Greg Fulwood for 24 years in outside and inside sales and design, she has developed many new accounts and has grown many established ones. Now with over 30 years of experience, she is instrumental in the continued success and growth of Universal Concepts.

Ryan Fulwood, Vice President of Installations and Service and RGB Product Development. Ryan literally grew up in the Commercial Christmas and Display business. Upon graduation in 2009 with a Business Management Degree, Ryan joined the Universal Concepts team full time. He was introduced to the RGB technology and is the point man for Universal Concepts on RGB projects. He manages the logistics for all the Universal Concepts installation and service projects. He also oversees all the soft manufacturing of custom designs and displays. He holds a current OSHA 10 Construction Safety and Health Certification.

Fernando Arroyo, Head Installer and Welder since 2011. Fernando has been involved in many, if not most of Universal Concepts’ high-profile projects throughout the county. With his on-site experience, he is a key part of completing our projects to the Customers expectations.

Robin Mackinnon, Warehouse Manager/Product Quality Controller. A new team member since 2022 hired to improve warehouse organization and product quality control. As the Company has grown her skills have proved to be beneficial while we continue to focus on our customers’ complete satisfaction when receiving our unique custom displays.

In over 44 years of business, we have never failed to meet a customer’s “light-up date”!

Respectfully,

Greg Fulwood, President



TO: CITY OF ALPHARETTA
RFP #25-102 WINTER HOLIDAY DECOR

TECHNICAL APPROACH

Planned services offered for the 2024 City of Alpharetta Winter Holiday Décor:

October – 3rd or 4th week begin the live tree lighting. Lights will be tested before and after installation. Lights are wrapped around trunks and main branches and secured with electrical tape to allow for growth or movement of the trees. All outlets will be tested, and any issues discovered will be reported to MEER Electric so that they can be resolved before Customer's light-up date.

November – 1st or 2nd week begin all other holiday décor. Garland to be installed at City Hall around cupola, front & back entrances, and along front balcony and back staircases.

Continue with wreaths on gas lights around City Hall and City Center. Attaching them using stainless steel banding straps.

Peripheral lights around City Hall to be installed and tested to insure they are fully working and secured to the building.

Star for City Hall cupola to be secured on custom frame using guy wires. It will be tested on site.

Christmas Tree to be installed with water tanks in inside center of Tree to secure Tree in place without anchoring into fountain. It will be tested on site. Several months before site installation, Christmas Tree is checked for bulb burn-outs and damaged ornaments replaced.

3D Snowflakes to be installed in front of City Hall using guy wires and ground stakes. They will be tested on site.

Garland Sprays to be installed on poles, identified by City, using stainless steel banding straps.

Proto Stars to be installed in live trees in park behind City Hall using guy wire on main branches. Will be tested on site.

3D Snowflakes to be installed behind recreational center (unless directed by City to alternate area) using guy wires and ground stakes. Will be tested on site.

Will connect with City member and offer a complete walk-through in case of any changes or additions.

Be available if necessary for City's Light-up event.

TO: CITY OF ALPHARETTA
RFP #25-102 WINTER HOLIDAY DÉCOR

SIMILAR PROJECT REFERENCES INFORMATION

1. ***City of Decatur, Georgia***
Downtown Streets of Decatur, Georgia \$60,000+ annually
Contacts: Angela Threadgill, DDA Director
Angela.threadgill@decaturga.com
404-371-8386

High-end traditional décor, including live tree lighting, light swags, pole mounted wreaths, Christmas Tree, peripheral lighting, building front displays and garland wraps and drape. Key personnel are involved in all areas including delivery, installation, removal, technical and logistics. Universal Concepts provides storage and maintenance of all products, as well. Annual service contract is in placed before 8/1 of each year and fulfilled before 1/15th the following year. Customer's requested "Light-up" date has always been met.





2. ***City of Cumming, Georgia***

Downtown Streets and "New" City Center, Cumming, Georgia \$65,000+ annually

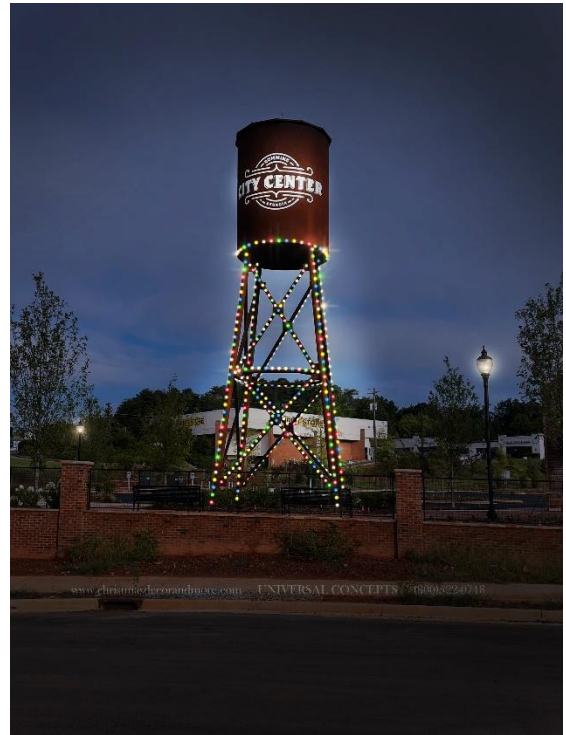
Contact: Phil Higgins

Phil.higgins@cityofcumming.net

770.781.2010

For more than 20 years Universal Concepts has provided full turn-key services to the City of Cumming for the delivery, installation, removal of over 150 pole mounted lighted displays and banners. In 2022 the newly finished City Center was included in their Holiday Program and Universal Concepts provided all Holiday Displays





3. ***City of Sugar Hill, Georgia \$95,000+ annually***

City Center of Sugar Hill including City Hall Interior, Plaza, and The Bowl Amphitheatre

Contact: Andy McQuagge, Director
amcquagge@cityofsugarhill.com
 770.831.7413

For more than five years Universal Concepts has been the major supplier of Holiday Displays and Lighting for the City of Sugar Hill. We design, produce, install, remove and store their Christmas Program, and work very closely with them helping them plan and develop new traditional themed areas each year. They also have a annual service contract in place before 9/1 of each year, and we have always responded to all issues during their Holiday Events within 24 hours.





-
4. **Pigeon Forge Department of Tourism, Tennessee \$950,000**
The Islands Margaritaville, Pigeon Forge \$450,000
Winterfest on the River Walk, Pigeon Forge
Margaritaville Themed Displays at Life Style Center/Shopping
Contacts: Sue Carr, Director David Wear, Mayor
scarr@mypigeonforge.com dwear7@gmail.com
865.429.7361 VP Operations of THE ISLANDS
865.659.9881

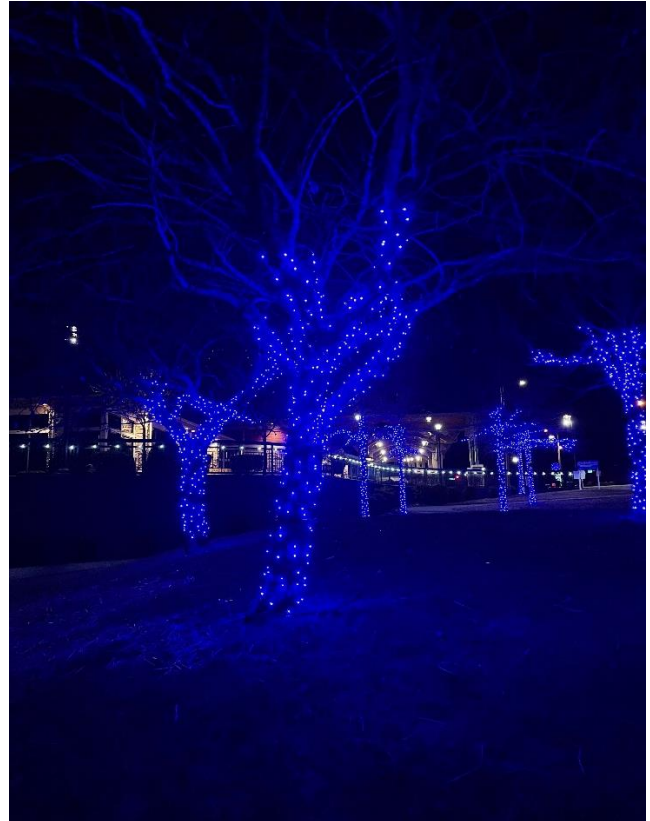
In 2022 Universal Concepts was awarded a contract to design and produce a Commercial Walking Holiday Light Show along the Pigeon Forge River Walk. It included Winterfest and Botanical themed ground displays, arches, and tree lighting. It also included peripheral lighting along the roof edges of Train Station and Convention Center. Plus, *custom RGB lighting under bridge tunnel!* This Customer added to their program in 2023 and have plans for the future.

Also, in 2022 we supplied a specific “Margaritaville” themed program for *The Islands Pigeon Forge Life Style Center* which included Wreaths, Sprays, Swags, Trees, 3D Displays, Specific Ornaments, and Peripheral Lighting. **We continue to provide 24-hour service for the Custom “Synch to Music” RGB lighting program which is year-round.**





GATLINBURG





Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) G F FULWOOD INC.	
	2 Business name/disregarded entity name, if different from above. UNIVERSAL CONCEPTS	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 56		Requester's name and address (optional)
6 City, state, and ZIP code CUMMING, GA 30028		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	8	-	1	9	1	0	7	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 9/5/24
------------------	--------------------------	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS, is giving you this form because they

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: **25-102: Winter Holiday Decor**

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			
Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

G.F. Fulwood Inc.

Company Name **DBA UNIVERSAL CONCEPTS**

Signature of Authorized Officer or Agent

8/26/24

Date

GREG Fulwood, PRESIDENT

Printed Name & Title of Authorized Officer or Agent

P.O. Box 56, Cumming, GA 30028

Company Address

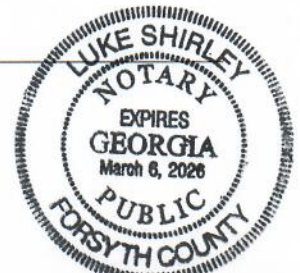
Subscribed and sworn before me on this the

26th day of **August**, 20**24**

Notary Public

03/06/2026

My Commission Expires
(Notary Stamp)





AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

589362

Federal Work Authorization User Identification Number

GF FULLWOOD INC.
DBA UNIVERSAL CONCEPTS

Name of Contractor

8/7/2012

Date of Authorization

25-102: Winter Holiday Decor

Name of Project

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

Executed date 08/26/2012 in Punnett (city), Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

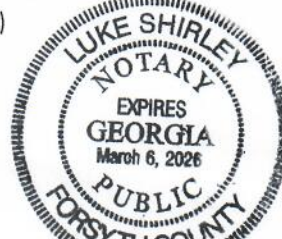
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 26th DAY OF August, 2012.

[Signature]
NOTARY PUBLIC

My Commission Expires: 03/06/2016

(Notary Stamp)



Question Set 1: Acknowledgements

#	Question	Response	Comment	Status
1.0.1	Acknowledgement of Addenda, enter the number of addenda received, Response Type: 0, 1, 2, etc.	3	We have received 3 addendums. Our responses on required forms will reflect the answers on these addendums.	Complete
1.0.2	Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.	Yes	We carry the required insurance requirement, and if awarded this contract, we will provide a current Certificate of Insurance.	Complete
1.0.3	Acknowledgement of Work Timeline Requirement, Response Type: Yes, No entry.	Yes	Also see our "Technical Approach" required document.	Complete
3 Questions		100.00% Complete		

Question Set 2: Required Information

#	Question	Response	Comment	Status
2.0.1	Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type: text entry.	Greg Fulwood, President, sales@universalconceptsus.com		Complete
2.0.2	Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.	GF Fulwood, Inc., DBA Universal Concepts, P.O. Box 56, Cumming, GA, Greg Fulwood		Complete
2.0.3	Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	-	We do not have. We understand that this is not mandatory for the RFP 25-102	Complete
2.0.4	Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: text entry.	Greg Fulwood, President/Secretary, sales@universalconceptsus.com		Complete
2.0.5	Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.	Less than 100		Complete
5 Questions		100.00% Complete		



25-102 - Winter Holiday Decor Scoring Summary

Active Submissions

	Total	A-3 - Local Vendor Preference	B - Group 2 Technical	B-1 - Experience, References, Project Examples	B-2 - Technical Proposal, Project Approach	C - Group 3 Cost Proposal	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 3 pts	/ 62 pts	/ 32 pts	/ 30 pts	/ 35 pts	/ 35 pts
Universal Concepts	72.15	0	47.6	25.6	22	24.55	24.55 (\$89,335.00)
Atlanta Loves Christmas Lights, LLC dba Simply Lit	71.13	0	36.13	18.13	18	35	35 (\$62,665.00)
Illuminating Design Inc.	65.55	0	45.47	23.47	22	20.08	20.08 (\$109,205.00)
Blingie of Marietta	55.53	0	36.2	19.2	17	19.33	19.33 (\$113,475.00)

Additional Information for RFP #25-102

The high scoring firm, Universal Concepts, is our current event lighting and seasonal decor service provider. Staff has found them to be knowledgeable, responsive, and focused on delivering an excellent product. Prior to pricing being factored into the rankings, Universal Concepts scored the highest at 47.60; Illuminating Designs scored at 45.47; Atlanta Loved Christmas Lights dba "Simply Lit" scored at 36.13; and Blingle of Marietta scored at 36.20.

Once cost was factored, the rankings were as follows: Universal Concepts (72.15); Atlanta Loved Christmas Lights dba "Simply Lit" (71.13); Illuminating Designs (65.55); and Blingle of Marietta (55.53).

The second overall ranked offeror, Atlanta Loved Christmas Lights dba "Simply Lit", was the lowest scored for technical approach and experience. Their proposal showed the firm had limited experience with large scale installations; with most of their examples being office complex and HOA neighborhood installations. There were no municipal examples in the Atlanta Loved Christmas Lights dba "Simply Lit" proposal, and their outlined approach was simple and lacking in details.

From a cost perspective, Universal Concepts provided the second lowest cost proposal, but the highest technical score. With these factors in mind, staff recommends award of RFP # 25-102 to Universal Concepts.



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: October 28, 2024

AGENDA ITEM:

Invitation to Bid 24-014: Encore Greenway and Gateway Construction

Consideration of approval of the award of a contract for ITB 24-014 to Georgia Infrastructure Solutions for the construction of Encore Greenway Park and Gateway for an amount not to exceed \$9,148,000.00, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 24-014 to Georgia Infrastructure Solutions for the construction of Encore Greenway Park and Gateway for an amount not to exceed \$9,148,000.00, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$9,148,000. THE BALANCE IN THE TSPLOST 1 NON-ALLOCATED ACCOUNT UPON APPROVAL OF THIS CONTRACT WILL TOTAL \$154,763.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
True North 400 Contribution (30141100-541410-C2113)	\$1,500,000
Encore Greenway Park and Gateway (Park Impact Fees; 27061150-541410-C2113)	\$1,972,520
Encore Greenway Park and Gateway (TSPLOST 1; 33541100-541410-C2113)	\$1,570,356
Encore Greenway Park and Gateway (TSPLOST 1 funding from Non-Allocated; 33541100-541410-C2113)	\$4,105,124
Non-Allocated (TSPLOST 1; 33590200-579000)	-\$4,105,124

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
True North 400 Contribution (30141100-371001-C2113)	\$1,500,000
-	-\$
-	-\$
-	-\$
-	-\$

ITEM DESCRIPTION:

This item was originally approved by City Council during the October 21, 2024 City Council meeting, however, there was a scrivener's error within the staff report of that item which described that the contract was being awarded to Strack, Inc. However, the contract for ITB 24-014 is between the City of Alpharetta and Georgia Infrastructure Solutions. Strack Inc. is a part of the parent company, Georgia Infrastructure Solutions. This agenda item and contract approval is being brought forward in order to perfect the record and to give authorization for the City to enter into a contract with Georgia Infrastructure Solutions, and not Strack, Inc.

ENCORE GREENWAY AND GATEWAY PROJECT BACKGROUND:

Back in 2018, the City of Alpharetta adopted a major update to the North Point Activity Center Livable Centers Initiative (LCI) Plan. Mentioned in this plan was Encore Parkway, serving as a Gateway to one of the City's greatest assets – Big Creek Greenway. Then in 2020, the City adopted the North Point Area and Alpha Loop Trail Feasibility Study. The study looked more in-depth into how Encore Parkway can serve as the connecting piece, bridging the Alpha Loop on the west side of GA 400 with the Big Creek Greenway on the east side of GA 400. In this feasibility plan, the intersection of North Point Parkway and Encore Parkway was examined more closely regarding how to connect to the Big Creek Greenway and how gateway elements could be added to bring more attention to the area. Based on the various adopted plans over the years and the desire of the City to revitalize aspects of the North Point area, the City awarded Encore greenway park and gateway design to AECOM in March 2021. The City and True North 400 (formerly North Fulton CID) worked with AECOM to develop construction plans. The cost to design the entire project was \$703k and True North 400 contributed \$430k towards the design.

The Encore Greenway and Gateway project has three major phases: 1) Entry Plaza and Greenway- consisting of a gateway feature, bike racks, 12' wide elevated concrete deck boardwalk; 2) Park Plaza- near North Point Parkway and Encore Parkway intersection that includes elements such as landscaping, benches, planters, concrete stairs, trash receptacles, and terraced seating areas; and 3) Elevated Canopy Walk- consisting of multiple benches on an elevated walkway. An exhibit is attached to this agenda report illustrating three phases described above.

Construction of this project is complex on many fronts. Not only is there a significant grade change, over 20 feet, but the raised greenway connection is over 14 feet off the ground, work takes place in the wetlands and floodplain, so staging/storing of materials is challenging, and working alongside North Point Parkway. Due to the project's proximity to North Point Parkway, contractors were informed they are permitted to close one north-bound vehicular lane on North Point Parkway during the duration of the project. Closing a lane enables construction workers to have a safe working area and does not require the contractor to install and remove traffic control measures on a daily basis.

The existing project area is wooded and contains streams and wetlands. Because the project will have impacts on wetlands and work will take place within the buffer of the streams, the City was required to purchase wetland and stream credits. These credits are a way to compensate for the loss of or negative impact on wetlands and streams on a given site or property. This topic was presented to the Council on August 19, 2024 and was approved to purchase necessary wetland and stream credits at a total cost of \$355,630. The credits have already been purchased from Wetland Mitigation Banks.

ALTERNATIVES:

Do not award ITB 24-014 for the Encore Greenway Park and Gateway construction and direct staff to re-advertise the project.

ATTACHMENTS:

1. Encore Greenway Aerial
2. Encore Greenway Gateway Feature
3. GA Infrastructure Solutions Contract 24-014 (edits 10-3-24)



DISCLAIMER: CONCEPTUAL ONLY, SUBJECT TO CHANGE BASED ON FURTHER DESIGN, ENGINEERING AND COST ESTIMATING.

Encore Greenway Park

ENCORE GREENWAY PARK GATEWAY FEATURE



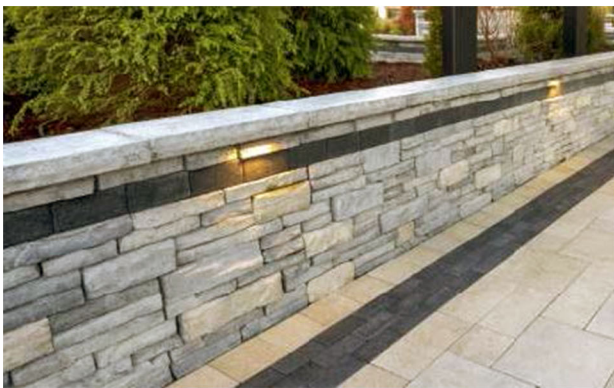
MATERIALS FROM NORTH POINT DESIGN GUIDELINES



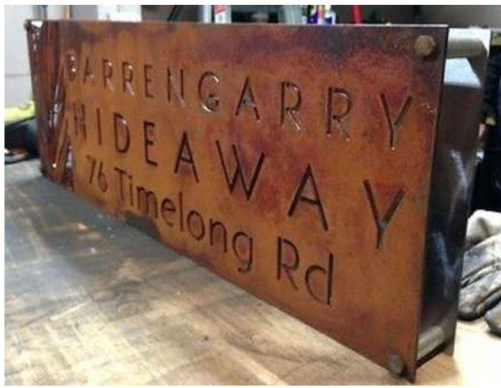
STACK STONE



COR-TEN STEEL



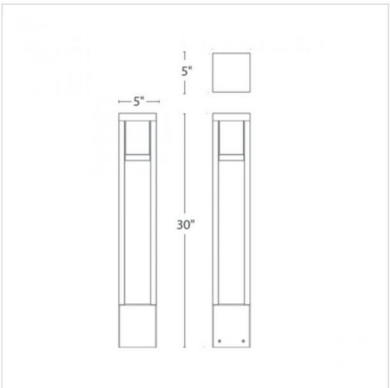
STACK STONE



COR-TEN STEEL



BOLLARDS



CONTRACT AGREEMENT
ENCORE GREENWAY PARK AND GATEWAY CONSTRUCTION
(INVITATION TO BID NO. 24-014)

THIS CONTRACT AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **GEORGIA INFRASTRUCTURE SOLUTIONS, LLC**, a Domestic Limited Liability Company with its principal office located at 125 Laser Industrial Court, Fairburn, Georgia 30213 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

ENCORE GREENWAY PARK AND GATEWAY CONSTRUCTION (the "Project") consisting of three phases: 1) Entry Plaza + Greenway, 2) Park Plaza, and 3) Elevated Canopy Walk, including but not limited to installation of a 12-foot wide trail from the intersection of Encore Parkway and North Point Parkway to the existing Big Creek Greenway with raised boardwalk and concrete deck at trail entrance, a Gateway Feature and small pocket park at the trail entrance. The location of the work is within the City of Alpharetta, Georgia, all as more particularly defined and described in the project and construction information and materials included with ITB No. 24-014 upon which this Contract is based.

For CONTRACTOR'S performance and completion of the Project (as defined in Appendix A: General Conditions in ITB No. 24-014 (the "General Conditions")), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **NINE MILLION, ONE HUNDRED FORTY-EIGHT THOUSAND and 00/100 DOLLARS (\$9,148,000.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 24-014 and the General Conditions contained therein, CONTRACTOR'S Bid, the plans and specifications, including all explanatory matter thereof, and the other contract documents, all of which (the "Contract Documents") are made a part hereof and collectively constitute the agreements and obligations of the parties under this Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions and to make payments on account thereof as provided in Section 109 of the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's remedy shall be to obtain an extension of time within which this Contract is to be performed.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the

American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of the Notice to Proceed, or as may be specified by the Special Provisions, continuously pursue the Work without interruption to achieve final completion of the Work **Five Hundred Forty (540) calendar days from the Notice to Proceed.**

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:

JARRARD & DAVIS, LLP

, City Attorney

GEORGIA INFRASTRUCTURE SOLUTIONS, LLC

By: _____

Jonathan Strack, CEO

Attest:

By: _____

Eric Cooley, CFO

Date: _____

EXHIBIT "A"

SCHEDULE OF ITEMS (See the next 3 sheets on this Excel document)		
ITB 24-014, Encore Greenway Park and Gateway Construction		
ISSUED JULY 25, 2024 WITH ADDENDUM 5		
Bidder's Name:		
Instructions: Complete highlighted sections of this page and all unit pricing for next 3 sheets. Subtotals and totals will automatically calculate		
PHASE	DISCRIPTION	COST
Phase 1 GRAND TOTAL	Trail + Entry Plaza	\$ 4,519,982.39
Phase 2 GRAND TOTAL	Park Plaza	\$ 3,659,475.73
Phase 3 GRAND TOTAL	Elevated Canopy Walk	\$ 968,541.88
TOTAL COST		\$ 9,148,000.00

NOTE: The Schedule of Items form will be used as the primary representation of each Bidder's cost/price. The award of this project could be for any or all of the three phases to one contractor. For instance, the City could award all three phases, or one or a combination of any two phases for construction.

SCHEDULE OF ITEMS Phase 1					
ITB 24-014, Encore Greenway Park and Gateway Construction					
PHASE 1 - TRAIL + ENTRY PLAZA					
ISSUED JULY 25, 2024 WITH ADDENDUM 5					
Bidder's Name:					
TRAIL/ROADWAY					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
150-1000	TRAFFIC CONTROL	LS	1	\$ 42,439.27	\$ 42,439.27
210-0100	GRADING COMPLETE	LS	1	\$ 946,857.54	\$ 946,857.54
441-0106	CONCRETE SIDEWALK, 6 IN	SY	210	\$ 145.84	\$ 30,626.40
441-0108	CONCRETE SIDEWALK, 8 IN	SY	20	\$ 192.72	\$ 3,854.40
441-4020	CONCRETE VALLEY GUTTER, 6 IN	SY	10	\$ 145.84	\$ 1,458.40
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	50	\$ 204.10	\$ 10,205.00
634-1200	RIGHT OF WAY MARKERS	EA	5	\$ 530.28	\$ 2,651.40
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	2400	\$ 2.88	\$ 6,912.00
668-2100	DROP INLET, GP1	EA	1	\$ 6,702.28	\$ 6,702.28
				SUBTOTAL	\$ 1,051,706.69
TEMPORARY EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
163-0232	TEMPORARY GRASSING	AC	0.35	\$ 828.17	\$ 289.86
163-0240	MULCH	TN	2.1	\$ 515.65	\$ 1,082.87
700-8000	FERTILIZER MIXED GRADE	TN	0.35	\$ 1,140.69	\$ 399.24
170-2000	STAKED SILT RETENTION BARRIER	LF	1250	\$ 4.27	\$ 5,337.50
165-0050	MAINTENANCE OF SILT RETENTION BARRIER	LF	1250	\$ 1.64	\$ 2,050.00
171-0030	TEMPORARY SILT FENCE, TP C	LF	5300	\$ 4.22	\$ 22,366.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	2700	\$ 1.37	\$ 3,699.00
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	EA	3	\$ 312.51	\$ 937.53
165-0110	MAINTENANCE OF ROCK FILTER DAMS	EA	3	\$ 72.23	\$ 216.69
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2	\$ 4,579.76	\$ 9,159.52
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	\$ 3,123.87	\$ 6,247.74
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	1	\$ 663.87	\$ 663.87
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	1	\$ 115.78	\$ 115.78
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1	\$ 1,251.10	\$ 1,251.10
167-1500	WATER QUALITY INSPECTIONS	MO	6	\$ 500.03	\$ 3,000.18
				SUBTOTAL	\$ 56,816.88
PERMANENT EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	\$ 4,635.65	\$ 4,635.65
163-0240	MULCH	TN	12.5	\$ 515.65	\$ 6,445.63
700-7000	AGRICULTURAL LIME	TN	2	\$ 598.99	\$ 1,197.98
700-8000	FERTILIZER MIXED GRADE	TN	0.5	\$ 1,140.68	\$ 570.34
700-8100	NITROGEN CONTENT	LB	30	\$ 1.72	\$ 51.60
700-9300	SOD	SY	320	\$ 19.79	\$ 6,332.80
				SUBTOTAL	\$ 19,234.00
LANDSCAPE/HARDSCAPE					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
163-0240	MULCH 3 IN	TN	1	\$ 515.65	\$ 515.65
310-5030	GR AGGR BASE CRS, 3 IN, INCL MATL	SY	350	\$ 9.77	\$ 3,419.50
326-1150	PORTLAND CEMENT CONC SUBBASE, 5 IN, INCL REINF STEEL	SF	800	\$ 16.13	\$ 12,904.00
441-0108	CONCRETE SIDEWALK, 8 IN (ADA RAMPS)	SY	20	\$ 255.22	\$ 5,104.40
441-5002	CONCRETE HEADER CURB, 6 IN	LF	30	\$ 46.88	\$ 1,406.40
516-0001	ALUM HANDRAIL, SPCL DES	LF	70	\$ 312.52	\$ 21,876.40
607-3000	STONE FACING (MSE WALL)	SF	1,000	\$ 47.92	\$ 47,920.00
668-4300	STORM SEWER MANHOLE	EA	1	\$ 6,287.75	\$ 6,287.75
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	10	\$ 267.41	\$ 2,674.10
708-1000	PLANT TOPSOIL, 6 IN	CY	3	\$ 119.16	\$ 357.48
754-4000	WASTE RECEPTACLE UNITS	EA	1	\$ 1,799.83	\$ 1,799.83
900-0039	BRICK PAVERS	SF	800	\$ 20.20	\$ 16,160.00
900-0045	MORTAR SET BED BRICK PAVERS, 1-1/2 IN	SY	90	\$ 181.79	\$ 16,361.10
999-0000	ADJUST EXISTING UTILITIES TO GRADE	EA	8	\$ 184.22	\$ 1,473.76

999-0000	BIKE RACK	EA	1	\$ 3,919.88	\$ 3,919.88
999-0000	BIKE REPAIR STATION	EA	1	\$ 2,545.15	\$ 2,545.15
999-0000	COLOR CONCRETE 5 IN, INCL REINF STEEL	SF	2,400	\$ 17.58	\$ 42,192.00
999-0000	CORTEN STEEL ARCH	EA	1	\$ 52,936.92	\$ 52,936.92
999-0000	COLUMNS AND PRECAST CAPS	EA	2	\$ 4,375.22	\$ 8,750.44
999-0000	DRAIN INLETS, 24 IN	EA	3	\$ 3,838.05	\$ 11,514.15
999-0000	STORM DRAIN PIPE, 12 IN	LF	150	\$ 45.82	\$ 6,873.00
999-0000	STONE WALL, PRECAST CAPS, AND LETTERING	EA	1	\$ 40,731.19	\$ 40,731.19
999-0000	PICKET PANEL	EA	1	\$ 31,894.57	\$ 31,894.57
999-0000	RELOCATE PEDESTRIAN SIGNAL	EA	1	\$ 3,376.94	\$ 3,376.94
999-0000	PLANTING AREA	SF	140	\$ 67.71	\$ 9,479.40
				SUBTOTAL	\$ 352,474.01

BUFFER MITIGATION PLANTS					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
702-9025	LANDSCAPE MULCH 3" THICK	CY	50	\$ 88.55	\$ 4,427.50
708-1000	PLANT TOPSOIL AMENDMENT	CY	30	\$ 102.09	\$ 3,062.70
702-0246	DRYOPTERIS ERYTHROSORA / AUTUMN FERN	EA	70	\$ 16.67	\$ 1,166.90
702-0479	ITEA VIRGINICA / VIRGINIA SWEETSPICE	EA	5	\$ 52.09	\$ 260.45
702-0585	LOBELIA CARDINALIS / CARDINAL FLOWER	EA	50	\$ 22.92	\$ 1,146.00
702-0815	PONTEDERIA CORDATA / PICKEREL WEED	EA	90	\$ 37.50	\$ 3,375.00
999-3000	CAREX STRICTA / TUSsock SEDGE	EA	110	\$ 20.83	\$ 2,291.30
999-3001	DICHROMENA LATIFOLIA / WHITE-TOP SEDGE	EA	60	\$ 20.83	\$ 1,249.80
999-3002	IRIS PSEUDACORUS / YELLOW FLAG IRIS	EA	55	\$ 20.83	\$ 1,145.65
999-3003	IRIS VERSICOLOR / BLUE FLAG	EA	45	\$ 20.83	\$ 937.35
999-3004	OSMUNDA CINNAMOMEA / CINNAMON FERN	EA	240	\$ 20.83	\$ 4,999.20
999-3005	SAURURUS CERNUUS / LIZARD'S TAIL	EA	460	\$ 18.75	\$ 8,625.00
				SUBTOTAL	\$ 32,686.85

LIGHTING					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	ELECTRICAL SERVICE AND PANEL WITH ENCLOSURE	EA	1	\$ 20,272.63	\$ 20,272.63
	WIRE, COPPER, 600V, THWN, #10	CLF	8	\$ 243.09	\$ 1,944.72
	WIRE INSTALLATION LABOR	CLF	8	\$ 859.35	\$ 6,874.80
	CONDUIT, RGS, 1"	LF	270	\$ 3.24	\$ 874.80
	CONDUIT, LABOR	LF	270	\$ 61.92	\$ 16,718.40
	ARCH FIXTURE -LA	LF	50	\$ 138.93	\$ 6,946.50
	INSTALLATION	EA	50	\$ 171.11	\$ 8,555.50
	ARCH FIXTURE POWER SUPPLY	EA	3	\$ 6,946.31	\$ 20,838.93
	INSTALLATION	EA	3	\$ 2,851.84	\$ 8,555.52
	BOLLARD -LD	EA	1	\$ 6,946.30	\$ 6,946.30
	INSTALL AT 2.667 HR EACH	EA	1	\$ 5,088.04	\$ 5,088.04
	BULLET FLOOD -LB	EA	6	\$ 6,946.31	\$ 41,677.86
	INSTALLATION 1.6 HR EACH	EA	6	\$ 2,003.84	\$ 12,023.04
	RELOCATE PEDESTRIAN POLE	EA	1	\$ 6,028.79	\$ 6,028.79
				SUBTOTAL	\$ 163,345.83

BOARDWALK BRIDGE 1					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
999-1205	HELICAL PILE SUPPORTED END BENT - BR. NO. 1	EA	1	\$ 4,076.24	\$ 4,076.24
999-1206	HELICAL PILE - BR. NO. 1	EA	122	\$ 1,356.26	\$ 165,463.72
999-1210	BOARDWALK GUARDRAIL - BR. NO. 1	LF	2450	\$ 312.52	\$ 765,674.00
999-1211	PRECAST BOARDWALK DECK - BR. NO. 1	Cost for this item included with Beam Cost Below			
999-1212	PRECAST BOARDWALK BEAM - BR. NO. 1	LS	1198	\$ 1,189.17	\$ 1,424,625.66
				SUBTOTAL	\$ 2,359,839.62

WALL 1					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
207-0203	FOUND BK/FILL MATL, TP II	CY	102	\$ 95.43	\$ 9,733.86
500-3101	CLASS A CONCRETE	CY	2	\$ 3,204.88	\$ 6,409.76
511-1000	BAR REINF STEEL	LB	130	\$ 1.70	\$ 221.00
627-1000	MSE WALL FACE, 0-10 FT HT, WALL NO - 1	SF	230	\$ 89.26	\$ 20,529.80
627-1010	MSE WALL FACE, 10-20 FT HT, WALL NO - 1	SF	910	\$ 89.26	\$ 81,226.60
627-1100	COPING A, WALL NO - 1	LF	90	\$ 278.21	\$ 25,038.90
				SUBTOTAL	\$ 143,159.92

Contract: ENCORE GREENWAY PARK AND GATEWAY CONSTRUCTION
Contract No.: 24-014

GATEWAY COLUMN AND FOOTING					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
500-3101	CLASS A CONCRETE	CY	20	\$ 1,964.38	\$ 39,287.60
511-1000	BAR REINF STEEL	LB	900	\$ 1.59	\$ 1,431.00
				SUBTOTAL	\$ 40,718.60
MISCELLANEOUS CONSTRUCTION					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	MISCELLANEOUS CONSTRUCTION PHASE 1	LS	1	\$ 300,000.00	\$ 300,000.00
				SUBTOTAL	\$ 300,000.00
				TOTAL	\$ 4,519,982.39

SCHEDULE OF ITEMS Phase 2					
ITB 24-014, Encore Greenway Park and Gateway Construction					
PHASE 2 - PARK PLAZA					
ISSUED JULY 25, 2024 WITH ADDENDUM 5					
Bidder's Name:					
TRAIL/ROADWAY					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
150-1000	TRAFFIC CONTROL	LS	1	\$ 42,439.27	\$ 42,439.27
210-0100	GRADING COMPLETE	LS	1	\$ 1,483,216.33	\$ 1,483,216.33
641-1100	GUARDRAIL, TP T	LF	10	\$ 791.71	\$ 7,917.10
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	650	\$ 2.87	\$ 1,865.50
				SUBTOTAL	\$ 1,535,438.20
TEMPORARY EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
163-0232	TEMPORARY GRASSING	AC	0.7	\$ 828.17	\$ 579.72
163-0240	MULCH	TN	4	\$ 515.65	\$ 2,062.60
700-8000	FERTILIZER MIXED GRADE	TN	0.7	\$ 1,140.69	\$ 798.48
171-0030	TEMPORARY SILT FENCE, TP C	LF	650	\$ 4.22	\$ 2,743.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	310	\$ 1.37	\$ 424.70
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	12	\$ 661.91	\$ 7,942.92
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	12	\$ 115.77	\$ 1,389.24
				SUBTOTAL	\$ 15,940.66
PERMANENT EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	\$ 4,635.65	\$ 4,635.65
163-0240	MULCH	TN	16	\$ 515.65	\$ 8,250.40
700-7000	AGRICULTURAL LIME	TN	3	\$ 598.99	\$ 1,796.97
700-8000	FERTILIZER MIXED GRADE	TN	1	\$ 1,140.68	\$ 1,140.68
700-8100	NITROGEN CONTENT	LB	35	\$ 1.72	\$ 60.20
700-9300	SOD	SY	400	\$ 19.53	\$ 7,812.00
				SUBTOTAL	\$ 23,695.90
LANDSCAPE/HARDSCAPE					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
163-0240	MULCH 3 IN	TN	2	\$ 515.65	\$ 1,031.30
310-5030	GR AGGR BASE CRS, 3 IN, INCL MATL	SY	950	\$ 9.77	\$ 9,281.50
310-5060	GR AGGR BASE CRS, 6 IN, INCL MATL	SY	75	\$ 13.91	\$ 1,043.25
326-1150	PORTLAND CEMENT CONC SUBBASE, 5 IN, INCL REINF STEEL	SF	3,650	\$ 16.13	\$ 58,874.50
516-0001	ALUM HANDRAIL, SPCL DES	LF	240	\$ 312.52	\$ 75,004.80
500-3800	CLASS A CONCRETE, INCL REINF STEEL (LOWER TERRACE & STAIRS)	CY	22	\$ 2,008.55	\$ 44,188.10
500-3800	CLASS A CONCRETE, INCL REINF STEEL (CONCRETE TERRACE)	CY	30	\$ 1,814.95	\$ 54,448.50
550-4230	FLARED END SECTION	EA	1	\$ 1,443.73	\$ 1,443.73
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	3	\$ 87.79	\$ 263.37
607-3000	STONE FACING (MSE WALL)	SF	3,850	\$ 47.92	\$ 184,492.00
607-3000	STONE FACING (COLUMN AND P WALL)	SF	350	\$ 47.92	\$ 16,772.00
708-1000	PLANT TOPSOIL, 6 IN	CY	4	\$ 119.16	\$ 476.64
754-4000	WASTE RECEPTACLE UNITS	EA	3	\$ 1,799.83	\$ 5,399.49
754-5000	BENCH	EA	9	\$ 2,264.22	\$ 20,377.98
900-0039	BRICK PAVERS	SF	3,100	\$ 20.20	\$ 62,620.00
900-0045	MORTAR SET BED BRICK PAVERS, 1-1/2 IN	SY	350	\$ 181.79	\$ 63,626.50
999-0000	ARTIFICIAL TURF	SF	550	\$ 42.43	\$ 23,336.50
999-0000	COLORLED CONCRETE 5 IN, INCL REINF STEEL	SF	4,800	\$ 17.58	\$ 84,384.00
999-0000	COLUMN AND PRECAST CAPS	EA	1	\$ 4,375.22	\$ 4,375.22
999-0000	DRAIN INLETS, 24 IN	EA	7	\$ 3,654.71	\$ 25,582.97
999-0000	STORM DRAIN PIPE, 12 IN	LF	170	\$ 74.44	\$ 12,654.80
999-0000	STONE WALL AND PRECAST CAPS (PLANTER)	EA	2	\$ 30,209.84	\$ 60,419.68
999-0000	TREE ROOT BARRIER	LF	160	\$ 15.63	\$ 2,500.80
999-0000	PLANTING AREA	SF	130	\$ 67.71	\$ 8,802.30
999-0000	SHADE TREES	EA	10	\$ 78.13	\$ 781.30

				SUBTOTAL	\$ 822,181.23
LIGHTING					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	WIRE, COPPER, 600V, THWN, #10	CLF	22	\$ 24.74	\$ 544.28
	WIRE INSTALLATION LABOR	CLF	22	\$ 131.53	\$ 2,893.66
	CONDUIT, RGS, 1"	LF	750	\$ 2.99	\$ 2,242.50
	CONDUIT, LABOR	LF	750	\$ 33.08	\$ 24,810.00
	STAIR STEP LIGHT -LH	EA	10	\$ 6,664.06	\$ 66,640.60
	INSTALLATION 2.667 HR EACH	EA	10	\$ 820.78	\$ 8,207.80
	CURVED TERRACE LINEAR LIGHT -LG	ft	420	\$ 15.86	\$ 6,661.20
	INSTALLATION	ft	420	\$ 11.62	\$ 4,880.40
	CURVED TERRACE LINEAR LIGHT POWER SUPPLY	EA	9	\$ 6,664.06	\$ 59,976.54
	INSTALL AT 2.667 HR EACH	EA	9	\$ 1,585.33	\$ 14,267.97
	ILLUMINATED HANDRAIL LIGHT -LF	EA	243	\$ 27.42	\$ 6,663.06
	INSTALL 0.5 HR/FT	EA	243	\$ 20.08	\$ 4,879.44
	ILLUMINATED HANDRAIL POWER SUPPLY PLAZA	EA	9	\$ 6,295.25	\$ 56,657.25
	INSTALL AT 2.667 HR EACH	EA	9	\$ 979.32	\$ 8,813.88
	TREE INGRADE UPLIGHT -2 PER TREE -LE	EA	18	\$ 6,242.56	\$ 112,366.08
	INSTALL AT 4 HR EACH	EA	18	\$ 586.72	\$ 10,560.96
	RELOCATE PEDESTRIAN POLE	EA	3	\$ 6,174.37	\$ 18,523.11
	STUCTURAL CONCRETE FOUNDATION INSTALLATION	EA	3	\$ 4,328.67	\$ 12,986.01
				SUBTOTAL	\$ 422,574.74
PARK PLAZA AND WALL 2					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
207-0203	FOUND BKFILL MATL, TP II	CY	390	\$ 95.43	\$ 37,217.70
500-1011	CLASS D CONCRETE	CY	65	\$ 778.10	\$ 50,576.50
500-3101	CLASS A CONCRETE	CY	20	\$ 1,169.28	\$ 23,385.60
511-1000	BAR REINF STEEL	LB	15700	\$ 1.59	\$ 24,963.00
603-2024	MSE WALL FACE, 0-10 FT HT, WALL NO - 2	SF	120	\$ 89.26	\$ 10,711.20
754-4000	MSE WALL FACE, 10-20 FT HT, WALL NO - 2	SF	2420	\$ 89.26	\$ 216,009.20
627-1020	MSE WALL FACE, 20-30 FT HT, WALL NO - 2	SF	1820	\$ 89.26	\$ 162,453.20
627-1100	COPING A, WALL NO - 2	LF	240	\$ 278.21	\$ 66,770.40
999-1206	HELICAL PILE, WALL NO - 2	EA	16	\$ 1,421.95	\$ 22,751.20
				SUBTOTAL	\$ 614,838.00
WALL 3					
500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL	LF	50	\$ 1,496.14	\$ 74,807.00
				SUBTOTAL	\$ 74,807.00
MISCELLANEOUS CONSTRUCTION					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	MISCELLANEOUS CONSTRUCTION PHASE 2	LS	1	\$ 150,000.00	\$ 150,000.00
				SUBTOTAL	\$ 150,000.00
				TOTAL	\$ 3,659,475.73

Contract: ENCORE GREENWAY PARK AND GATEWAY CONSTRUCTION
Contract No.: 24-014

SCHEDULE OF ITEMS Phase 3					
ITB 24-014, Encore Greenway Park and Gateway Construction					
PHASE 3 - ELEVATED CANOPY WALK					
ISSUED JULY 25, 2024 WITH ADDENDUM 5					
Bidder's Name:					
TRAIL/ROADWAY					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
150-1000	TRAFFIC CONTROL	LS	1	\$ 42,439.27	\$ 42,439.27
210-0100	GRADING COMPLETE	LS	1	\$ 65,685.41	\$ 65,685.41
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	350	\$ 2.87	\$ 1,004.50
				SUBTOTAL	\$ 109,129.18
TEMPORARY EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
171-0030	TEMPORARY SILT FENCE, TP C	LF	530	\$ 4.21	\$ 2,231.30
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	265	\$ 1.37	\$ 363.05
				SUBTOTAL	\$ 2,594.35
PERMANENT EROSION CONTROL					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	0.2	\$ 4,635.65	\$ 927.13
163-0240	MULCH	TN	3.1	\$ 515.65	\$ 1,598.52
700-7000	AGRICULTURAL LIME	TN	0.5	\$ 598.98	\$ 299.49
700-8000	FERTILIZER MIXED GRADE	TN	0.1	\$ 1,140.70	\$ 114.07
700-8100	NITROGEN CONTENT	LB	7	\$ 1.72	\$ 12.04
700-9300	SOD	SY	80	\$ 19.79	\$ 1,583.20
				SUBTOTAL	\$ 4,534.45
LANDSCAPE/HARDSCAPE					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
754-5000	BENCH	EA	4	\$ 2,264.22	\$ 9,056.88
				SUBTOTAL	\$ 9,056.88
LIGHTING					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	WIRE, COPPER, 600V, THWN, #10	CLF	20	\$ 24.56	\$ 491.20
	WIRE INSTALLATION LABOR	CLF	20	\$ 152.41	\$ 3,048.20
	CONDUIT, RGS, 1"	LF	670	\$ 3.08	\$ 2,063.60
	CONDUIT, LABOR	LF	670	\$ 42.18	\$ 28,260.60
	ILLUMINATED HANDRAIL LIGHT -LF	EA	487	\$ 17.49	\$ 8,517.63
	INSTALL 0.5 HR/FT	EA	487	\$ 17.75	\$ 8,644.25
	ILLUMINATED HANDRAIL POWER SUPPLY PLAZA	EA	20	\$ 6,594.87	\$ 131,897.40
	INSTALL AT 2.667 HR EACH	EA	20	\$ 1,712.43	\$ 34,248.60
				SUBTOTAL	\$ 217,171.48
BRIDGE 2 - CANOPY WALK					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
999-1206	HELICAL PILE - BR. NO. 2	EA	50	\$ 1,492.92	\$ 74,646.00
999-1210	BOARDWALK GUARDRAIL - BR. NO. 2	LF	460	\$ 312.52	\$ 143,759.20
999-1211	PRECAST BOARDWALK DECK - BR. NO. 2	Cost for this item included with Beam Cost Below			
999-1212	PRECAST BOARDWALK BEAM - BR. NO. 2	LS	233	\$ 1,534.98	\$ 357,650.34
				SUBTOTAL	\$ 576,055.54
MISCELLANEOUS CONSTRUCTION					
PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	MISCELLANEOUS CONSTRUCTION PHASE 3	LS	1	\$ 50,000.00	\$ 50,000.00
				SUBTOTAL	\$ 50,000.00
				TOTAL	\$ 968,541.88