



October 21, 2024

**CITY COUNCIL MEETING  
AGENDA  
11360 Lakefield Drive  
Johns Creek, GA 30097**

**7:00 PM**

[www.JohnsCreekGA.gov](http://www.JohnsCreekGA.gov)

As set forth in the Americans with Disabilities Act of 1990, the City of Johns Creek will assist citizens with special needs given proper notice (7 working days) to participate in any open meetings of the City of Johns Creek. Please contact the City Clerk's Office via telephone (678-512-3212) or email at [allison.tarpley@johnscreekga.gov](mailto:allison.tarpley@johnscreekga.gov) should you need assistance.

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. MAYOR'S OPENING REMARKS**

**E. MINUTES**

- E.1. ACTION ITEM: Consideration to Approve September 30, 2024 Work Session Summary and Council Meeting Minutes  
[Work Session Summary](#)  
[Council Meeting Minutes](#)

**F. APPROVAL OF MEETING AGENDA**

**G. CONSENT AGENDA**

- G.1. O2024-10-22: Consideration of an Ordinance to Amend the FY2024 Budget (Budget Amendment #7)  
[Agenda Report](#)  
[Ordinance](#)
- G.2. O2024-10-23: Consideration of an Ordinance to Adopt the 2025 Meeting Schedule  
[Agenda Report](#)  
[Calendar](#)  
[2025 Calendar](#)
- G.3. ACTION ITEM: Consideration to Approve a Construction Contract with Swinerton in the Amount of \$7,812,153, a Construction Administration Contract with CROFT in the Amount of \$186,800, a Material Testing Task Order with United Consulting in the Amount of \$50,010 and a ten percent construction contingency for Fire Station 63  
[Agenda Report](#)  
[Purchasing Recommendation](#)  
[Construction Contract](#)  
[Construction Admin Assistance Proposal](#)  
[Construction Materials Testing Proposal](#)
- G.4. ACTION ITEM: Consideration to Authorize the Expenditure of \$845,000 to Musco Sports

Lighting for LED Lighting at Ocee Park and a Ten-Percent Construction Contingency

[Agenda Report](#)

[Ocee Park Lighting Retrofit Sourcewell Proposal](#)

G.5. ACTION ITEM: Consideration to Authorize Documents with Travelers for the Annual Renewal of Insurance Policies (Liability and Workers Comp)

[Agenda Report](#)

G.6. ACTION ITEM: Consideration to Approve an Amendment to the Johns Creek and Forsyth Narcotics Task Force Memorandum of Understanding

[Agenda Report](#)

[Proposed New JCAF MOU](#)

## **H. PRESENTATIONS**

H.1. Presentation of US Department of Transportation Road Safety Art Contest Winner

H.2. Recognition of Corporal Knoll and Officer Evans for Life Saving Efforts in the Line of Duty

**I. PUBLIC COMMENT** Public Comment speakers are limited to 3 minutes per speaker for a total of 30 minutes. Those interested in providing public comment should submit a comment card to the City Clerk.

## **J. REPORTS**

J.1. Manager's Monthly Report

[Monthly Manager's Report September](#)

## **K. ANNOUNCEMENTS**

## **L. OLD BUSINESS**

## **M. NEW BUSINESS**

M.1. 02024-10-24: PUBLIC HEARING and Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0006 & VC-24-0004, 5150 Abbotts Bridge Road AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District) To allow Single-Family Detached Residential Subdivision with Two Lots at a Density of 2.29 Units per Acre with a Concurrent Variance to Eliminate the 10% Common Open Space Requirement

[RZ-24-0006-VC-24-0004 Staff Report with PC Recommendation](#)

[1-RZ-24-0006 Letter of Intent](#)

[2-RZ-24-0006 Site Plan](#)

[3-RZ-24-0006 Elevations](#)

[4-RZ-24-0006 Environmental Assessment](#)

[5-RZ-24-0006 Trip Generation Report](#)

[6-RZ-24-0006 Survey Legal Description](#)

[7-RZ-24-0006 Application and Other Documents](#)

[Presentation RZ-24-0006 & VC-24-0004](#)

M.2. 02024-10-25: PUBLIC HEARING and Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0007 & SUP-24-0002, 11350 Johns Creek Parkway TC-X (Town Center Mixed Use District) to TC-X (Town Center Mixed Use District) Change in Conditions to Allow for a 175-room, 6-story, 75- foot-tall Hotel Building at Medley with a Special Use Permit to Exceed the Maximum Height Limit of 60-feet in the TC-X Zoning District

[RZ-24-0007-SUP-24-0002 Staff Report with PC Recommendation](#)

[1-RZ-24-0007 Letter of Intent](#)

[2-RZ-24-0007 Site Plan](#)

[3-RZ-24-0007 Renderings](#)

[4-RZ-24-0007 Environmental Assessment](#)

[5-RZ-24-0007 Trip Generation](#)

[6-RZ-24-0007 Survey](#)



[7-RZ-24-0007 Application and Other Documents](#)  
[Presentation RZ-24-0007 & SUP-24-0002](#)

- M.3. O2024-10-26: Consideration of a Zoning Ordinance Text Amendment (A-24-002) A proposal to Amend the City of Johns Creek Zoning Ordinance to Modify the Definition for Outdoor Storage, Language for Miscellaneous Provisions in Article 12.E., and to Allow Limited Outdoor Storage in C-1 and C-2 Zoning Districts Pursuant to Article 19 of the Zoning Ordinance

[Agenda Report](#)

[Draft Amendment Ordinance](#)

[Presentation A-24-002](#)

- M.4. R2024-10-21: Consideration of a Resolution to Amend the Comprehensive Plan 2024 to Integrate the Adopted Revitalization Plan: Medlock Bridge Road and State Bridge Road

[Agenda Report](#)

[Attachment 1 - Amendment to Comprehensive Plan](#)

[Attachment 2 - Resolution](#)

[Presentation Comp Plan Update](#)

- M.5. ACTION ITEM: Consideration to Allow Reinitiation of a Land Use Petition for 10505, 10555 and 10655 Embry Farm Road

[Agenda Report](#)

[Attachment 1 - Toll Brothers Proposed Site Plan](#)

[Attachment 2- Original Site Plan \(RZ-18-002\)](#)

**N. OTHER BUSINESS**

- O. PUBLIC COMMENT** Public Comment speakers are limited to 3 minutes per speaker without limit on the time for public comment. Those interested in providing public comment should submit a comment card to the City Clerk.

**P. MAYOR'S COMMENTS**

**Q. EXECUTIVE SESSION**

**R. ADJOURNMENT**



**CITY OF JOHNS CREEK  
WORK SESSION SUMMARY  
September 30, 2024 at 5:00 PM  
11360 Lakefield Drive, Johns Creek, GA 30097**

The City of Johns Creek Mayor and Council held a Work Session on Monday, September 30, 2024 at 5:00 PM at City Hall, located at 11360 Lakefield Drive in Johns Creek, Georgia 30097. In attendance were Council Members D. Tunki, S. Skinner, B. Erramilli, C. Coughlin, L. DiBiase, and E. Elwood. Mayor Bradberry presided.

STAFF PRESENT: City Manager Kimberly Greer, Assistant City Manager Ron Bennett, Attorney Angela Couch, Finance Director Ronnie Campbell, Recreation and Parks Director Erica Madsen, Human Resources Director Elizabeth Awbrey, Assistant to the City Manager Olivia Gazda, and City Clerk Allison Tarpley.

Mayor Bradberry called the meeting to order and led the Pledge of Allegiance.

**STRATEGIC PRIORITIES**

Recreation and Parks Director Madsen briefly provided Council with an overview of the **Fire Station Construction Contract** with Swinerton in the amount of \$7,812,153, Construction Administration contract with CROFT in the amount of \$186,800, and material testing task order with United Consulting for \$50,010, and a ten percent construction contingency of \$871,200. Director Madsen clarified that the full authorization of the contract can be funded through the funds allocated in fiscal years 2022, 2023, and 2025. Council held discussion regarding design logistics, current space being leased for the police substation, and the six bids received. Council also discussed need for examples of when appropriated contingencies have been encumbered in past projects. Council was in consensus to proceed with the construction contract as presented at the next Council Meeting.

Assistant City Manager Bennett provided council with an update on the **Town Center Pedestrian Crossing Construction Contract**. Council was in consensus at the September 9<sup>th</sup> Work Session for staff to go back to develop an add alternate that would highlight the pedestrian tunnel better from the road. Assistant City Manager Bennett provided that staff is proposing to replace a portion of the guardrail with a stone-faced barrier, with an allowance in the amount of \$400K to be added to the project. Council held a discussion on City markers near the tunnel project, ability to table the discussion until additional alternates are developed, inflationary measures, aesthetics in relation to Town Center, and ability to utilize markers to identify where Creekside Park begins. Council was in consensus to proceed with the contract as presented with an owner's contingency of up to \$400K for add alternates. Council was also in consensus for staff to return to a future meeting with design options; this item is on tonight's Council Meeting agenda.

## **ON-GOING PROJECTS**

Human Resources Director Awbrey overviewed the **Employee Health Benefits – Cost Sharing Ratio** for Council, noting that Milton, Dunwoody, Alpharetta, and Roswell’s employer contributions have been provided in comparison to Johns Creek. Director Awbrey provided that Johns Creek was competitive, but slightly below average by the percentage of health insurance premiums encumbered by the City. Staff recommended continuing with the cost sharing ratio as provided as they continue to focus on health and wellness incentives to reduce monthly premium health insurance costs. Council discussed percentage of coverage provided by comparison cities, better alignment of the High Deductible Health Plan option, greater incentives for employee-only coverage, and ways to evaluate long-term enrollment in the employee Health Savings Account (HSA). Council was in consensus for staff to proceed with the current recommended ratios for cost sharing.

Finance Director Campbell opened the **Expenditure Policy – Continued Discussion** for Council, noting reimbursements paid to Council for year 2022-2024, reimbursement policy best practices, and sample reimbursement policies from Alpharetta, Duluth, Calhoun, and Norcross were provided as examples. Council discussed a potential approval process for expenditures, professional memberships within the City, purchase card policy controls, splitting education and training expenses equally between Council, and ensuring better transparency for expenses. Council also discussed the need to reevaluate the expenditure policy and mileage reimbursements. Council was in consensus for staff to return to a future Work Session with additional information and suggestions for qualified expenditures per category.

City Clerk Tarpley presented a **2025 Meeting Calendar** modeled after the 2024 calendar schedule for consideration, leaving Work Session and Council Meeting occurrences for every three weeks on Monday. Council discussed adding an additional meeting every quarter and the potential desire of council to move meetings back to Tuesdays. Council recommended the following changes to the provided calendar: March 10 and 24, July 14 and 28, September 8 and 22, October 6 and 20, November 3 and 17, and leave all other Work Session and Council Meetings as drafted. Staff will return with a calendar that includes Council’s revisions at the next Council Meeting for review.

## **COUNCIL INITIATIVES**

Assistant to the City Manager Gazda, Mayor Pro Tem Tunki, and Council Member Coughlin provided Council with an overview of **EECBG Sustainability Goal**, noting that verbal consensus is needed from Council for staff to complete the application requirements with an identified goal related to clean energy. The grant application is due October 31, 2024 and up to \$136,060 could be awarded. Mayor Pro Tem Tunki and Council Member Coughlin provided a specific energy-related goal of providing electric vehicle charging options at all major City facilities by 2050. Council discussed the ability to meet the grant application deadline, declining rate of electric vehicle usage, cost of ownership, and the ability to explore solar options rather than electric charging stations. Council also discussed the payment processes for the grant, to which Assistant to the City Manager Gazda clarified that the grant would work on a reimbursement basis for qualified expenses, with initial estimates being pre-approved by

Council. Council was in consensus for staff to proceed with exploring solar sustainability options and provide updates at a Work Session or via email.

**ROUTINE BUSINESS (NON-DISCUSSION)**

**FY24 Budget Amendment #7, Ocee Quad Lights – Construction Contract Award, Annual Renewal of Insurance Policies (Liability and Workers Comp), and Lanier Regional Drug Task Force MOU.**

**ADJOURNMENT** –Mayor Bradberry adjourned the Work Session.

Approved:

Attest:

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John Bradberry, Mayor

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Allison Tarpley, City Clerk



**CITY OF JOHNS CREEK  
COUNCIL MEETING MINUTES  
September 30, 2024 at 7:00 PM  
11360 Lakefield Drive, Johns Creek, GA 30097**

A) CALL TO ORDER

B) ROLL CALL

PRESENT: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.

STAFF PRESENT: City Manager Kimberly Greer, Assistant City Manager Ron Bennett, Attorney Angela Couch, Community Development Director Ben Song, and City Clerk Allison Tarpley.

C) PLEDGE OF ALLEGIANCE – Led by Dolvin Elementary Student Leadership

D) MAYOR’S OPENING REMARKS

Mayor Bradberry remarked on a successful Literary Fair, upcoming Community Safety Day on October 5<sup>th</sup>, and invited the City to attend the Mayor’s Town Hall to be held at Findley Oaks Elementary on October 6<sup>th</sup> at 4PM. Mayor Bradberry also encouraged carpooling for the Diwali Market occurring on October 26<sup>th</sup> and 27<sup>th</sup>.

E) MINUTES

E.1. ACTION ITEM: Consideration to Approve September 09, 2024 Work Session Summary, Millage Hearing and Council Meeting Minutes

There was a motion to approve the meeting minutes as presented.

MOTION: Bob Erramilli

SECOND: Larry DiBiase

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, and Larry DiBiase.

NAYS: None

Motion carried 6-0. Council Member Elwood not present at time of vote.

F) APPROVAL OF MEETING AGENDA

There was a motion to approve the Meeting Agenda as presented.

MOTION: Bob Erramilli  
SECOND: Chris Coughlin  
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, and  
Larry DiBiase.  
NAYS: None  
Motion carried 6-0. Council Member Elwood not present at time of vote.

G) CONSENT AGENDA

G.1. ACTION ITEM: Consideration to Approve Selection of Cigna and The Standard to Provide Employee Health Insurance and Other Benefits

G.2. ACTION ITEM: Consideration to Authorize \$650,000 for Engineering of the Medlock Bridge Road at State Bridge Road Including Approval of a Task Order with Barge Design Solutions for \$596,106

G.3. ACTION ITEM: Consideration to Approve a Contract with Charles Abbott Associations, Inc. in the Amount of \$332,800 for Building Inspections Services

G.4. ACTION ITEM: Consideration to Approve an Easement Dedication to Fulton County for Fire Station #63 at Brumbelow Road

There was a motion made to approve the Consent Agenda as presented.

MOTION: Dilip Tunki  
SECOND: Bob Erramilli  
AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, and  
Larry DiBiase.  
NAYS: None  
Motion carried 6-0. Council Member Elwood not present at time of vote.

H) PRESENTATIONS - None

I) PUBLIC COMMENT

*N. Reddy*, complimented City Council on Cauley Creek Park, discussed parking needs, and announced that he is running for the State House of Representatives.

J) REPORTS

J.1. Manager's Monthly Report

City Manager Greer highlighted key events in August, noting the kickoff of the conceptual planning process for the Arts Center, refreshed art gallery at City Hall in partnership with the Johns Creek Arts Center and Arts Guild, highlighted graduations from the Joint Public Safety Academy, shared excitement that the documents for Fire Station #63/Police Substation are going out to bid, remarked on the great turnout at the Annual State of the Chamber luncheon, remarked on the construction

milestones happening around the City, and the ribbon cutting happening October 4<sup>th</sup> at Autrey Mill Nature Preserve's Amphitheater.

Council remarked on the new Amphitheater at Autrey Mill Nature Preserve, the renaming of Creekside Park, and shared concerns on the damage caused by Hurricane Helene and applauded the City's response.

K) ANNOUNCEMENTS – Clerk Tarpley noted upcoming meetings.

L) OLD BUSINESS

L.1. O2024-05-07: PUBLIC HEARING and Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0002, 6350 Hospital Pkwy MIX (Mixed Use District) to TR (Townhome Residential District) Single-family attached residential subdivision with 60 townhome units at a density of 8.9 units per acre.

Community Development Director Song shared that the property is currently zoned Mix Use District (MIX) Conditional, and the applicant is proposing Townhouse Residential District (TR) zoning. The location fronts on Hospital Parkway and is bounded by Johns Creek Medical Pavilion to the west, Terraces at Johns Creek shopping center to the north, Hospital Parkway to the south, and Johns Creek Village Shopping Center to the east. The original zoning for the property allowed for 600,000 SF of commercial use, hotel limited to 120 rooms or 75,000 SF, and up to 75 multi-family units above commercial space. The current site is undeveloped and predominantly wooded, and a stream exists to the rear of the property and the proposed site plan shows an applicable 75-foot stream buffer. The applicant is proposing 60 fee-simple townhome units: 28 (24-foot-wide front-loaded units) and 32 (20-foot wide rear-loaded units) with a minimum lot size of 2,000 SF and minimum heated floor area of 1,900 SF. Director Song specified that TR zoning district requires 15% of the gross acreage to be set aside as open space, and the applicant as identified open spaces to be improved with onsite amenities.

Director Song provided that the proposed development would be considered a use that is appropriate within a transitional area, the proposed development would not adversely affect existing uses but would instead complement them by bringing a new walkable community, and that the property appears to have a reasonable economic use as currently zoned. The proposed development is expected to generate 406 daily trips. Due to this, staff is recommending conditions to restripe the existing gore area along Hospital Parkway for a right-turn deceleration lane to the development, and to install stop signs to create an all-way stop-controlled intersection on both sides of Hospital Parkway and Ebix Way. Director Song shared that the proposed development would be considered to conform with the policy and intent of the Community Area's land use element and with the Comprehensive Plan's overall intended vision for housing specific to the Technology Park area, especially hospital workers. The proposed development will also have two stormwater management facilities, and the applicant will be required to provide runoff reduction. Staff recommended approval with conditions and Planning Commission recommended approval with conditions at their September 10<sup>th</sup> public hearing. Council reserved questions until the end of the public hearing. Mayor Bradberry opened the public hearing and called for those wishing to speak in favor of the request.

Council Member Elwood entered the dais.

*D. Webb, Toll Brothers representative on behalf of the applicant, provided Council with an overview of the proposal for the Mixed Use District (MIX) that is part of a 42.4 acre mixed use development that was approved in 2002 with a residential component of 75 apartments. The proposed townhomes will be three stories with two-car garages and will be owner-occupied. Mr. Webb also provided Council with perspectives of front loaded and rear loaded proposed townhomes, active amenity areas, a passive amenity area in close proximity to the creek, pocket parks, and passive parks. Mr. Webb clarified that there was never opposition to this request, and that the soil engineering issue for the property has been resolved. Mr. Webb wished to reserve his remaining time for rebuttal.*

Maor Bradberry called for those wishing to speak in opposition to the request. There being no one who wished to speak in opposition, Mayor Bradberry closed the public hearing.

Council inquired about sidewalk size on Hospital Parkway and bike trails, initial price range, and if the property would be gated and require a homeowner's association. Council also discussed integration with the overall expansion plan for Emory Johns Creek Hospital, window placements, roof pitches, and offset of the proposed townhomes. Council also inquired about the possibility of adding a condition regarding variation in rooflines in adjacent structures.

There was a motion to approve O2024-05-07: Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0002, 6350 Hospital Pkwy MIX (Mixed Use District) to TR (Townhome Residential District) Single-family attached residential subdivision with 60 townhome units at a density of 8.9 units per acre with the following conditions:

MOTION: Dilip Tunki  
SECOND: Larry DiBiase

- 1. The site shall be limited to 60 single-family attached dwelling units at a maximum density of 8.9 units per acre.*
- 2. The site shall be developed in general accordance with the site plan received and date stamped on March 12, 2024. Said site plan is conceptual and the final site plan must meet or exceed the land development regulations and zoning conditions prior to the approval of a land disturbance permit.*
- 3. All exterior elevations shall be constructed primarily of at least 75% brick or stone. Accent materials may be board and batten siding, and/or fiber-cement siding. Final elevations shall be substantially similar to the elevations received and date stamped on February 1, 2024, subject to the review and approval of the Community Development Director, prior to issuance of a building permit.*
- 4. The minimum heated floor area shall be 1,900 square feet.*
- 5. The following landscape strips shall be applied to the subject property:*
  - a. Front (along Hospital Parkway): 25-foot*
  - b. Sides: 10 feet*
- 6. Owner/Developer shall provide a black ornamental fence along the entire property frontage on Hospital Parkway. The fence shall be six feet in height, include brick or stacked stone columns of equal height or no taller than 8 feet, and not located within the 25-foot landscape strip. Final fence design and location shall be subject to review and approval of the Community Development Director.*



7. *Owner/Developer shall construct one full-access curb cut on Hospital Parkway subject to the approval of the Public Works Director. The location of the curb cut is subject to sight distance and spacing requirements.*
8. *All townhomes shall have a two-car garage with the garage set back a minimum of 20 feet as measured from the back of sidewalk or curb to face of structure to accommodate vehicle parking in the driveway.*
9. *Owner/Developer shall allocate fifteen percent (1.01 acres) of the site as dedicated common open space to be owned and managed by the established Homeowners Association for the development.*
10. *All common open space shall be connected by a five-foot sidewalk and/or multi-use path, and shall be improved in accordance with the designated amenities identified in the Conceptual Master Plan for each open space area (A, B, C, D and E) as received and date stamped on February 27, 2024, subject to the review and approval of the Community Development Director prior to approval of a land disturbance permit.*
11. *Owner/Developer shall restripe the existing gore area along Hospital Parkway to construct a right-turn deceleration lane to the site, subject to the approval of the Public Works Director. The length and construction specifications of said right-turn lane shall be compliant with City of Johns Creek regulations.*
12. *Owner/Developer shall provide a warrant analysis for the proposed all-way stop-controlled intersection, prior to approval of a land disturbance permit. If the all-way stop-controlled intersection is warranted, the Owner/Developer shall install the following site access improvement matching the intersection configuration at Hospital Parkway and the Emory Johns Creek driveway, subject to the approval of the Public Works Director.*
  - a. *Install a stop sign on the north side of Hospital Parkway at its intersection with Ebix Way.*
  - b. *Install a stop sign on the south side of Hospital Parkway at its intersection with Ebix Way.*
13. *Owner/Developer shall submit a stormwater concept plan prior to the submittal of a land disturbance permit application.*
14. *Adjacent townhome units forming one building shall have façade offsets and varied roofline.*

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.

NAYS: None

Motion carried 7-0.

L.2. O2024-07-15: PUBLIC HEARING and Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0004 & VC-24-0003 2950 Old Alabama Road O-I (Office Institutional District) to A-L (Apartment Limited Dwelling District) To allow conversion of an existing Sunrise Assisted Living facility into an age-restricted, active-adult apartment building with one concurrent variance to reduce the number of required parking from 164 to 83 spaces.

Community Development Director Song shared that the applicant is requesting a withdrawal at this time but plants to resubmit, and that staff will work closely with the applicant to make sure that he is prepared when returning after the year as required by Code.

There was a motion to withdraw O2024-07-15: Consideration of an Ordinance Amending the City of Johns Creek Zoning map for RZ-24-0004 & VC-24-0003 2950 Old Alabama Road O-I (Office Institutional District) to A-L (Apartment Limited Dwelling District) To allow conversion of an

existing Sunrise Assisted Living facility into an age-restricted, active-adult apartment building with one concurrent variance to reduce the number of required parking from 164 to 83 spaces.

MOTION: Chris Coughlin

SECOND: Stacy Skinner

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.

NAYS: None

Motion carried 7-0.

#### M) NEW BUSINESS

##### M.1. R2024-09-22: Consideration of a Resolution Regarding the Acquisition of Parcel Five for the Buice Road Bridge Replacement Project

City Attorney Couch stated that this “friendly” condemnation would allow the City to negotiate with the homeowner’s association on behalf of all the homeowners. Council requested clarification on the location of the parcel and the improvements to the bridge.

There was a motion to approve R2024-09-22: Consideration of a Resolution Regarding the Acquisition of Parcel Five for the Buice Road Bridge Replacement Project as presented.

MOTION: Bob Erramilli

SECOND: Stacy Skinner

AYES: John Bradberry, Dilip Tunki, Stacy Skinner, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.

NAYS: None

Motion carried 7-0.

##### M.2. ACTION ITEM: Consideration to Approve a Construction Contract in the Amount of \$6,184,823 with Vertical Earth, Inc; the CEI Task Order with KCI, and a Ten Percent Construction Contingency for the Town Center Pedestrian Crossing Construction Project

Assistant City Manager Bennett provided Council with an overview of the project as a continuation of the earlier Work Session discussion where there was discussion on approval of the contract as presented with an inclusion of an owner’s contingency of \$400K for the development of a protective barrier along SR141 and for staff to return to a later meeting with add alternate designs.

Council held discussion on future expenditure of contingency with Council’s approval, ability to utilize a change order if option is over allotted \$400K, possibility to re-bid, and contract logistics. City Manager Greer cautioned against letting the bid expire and going back out to bid again.

There was a motion to approve ACTION ITEM: Consideration to Approve a Construction Contract in the Amount of \$6,184,823 with Vertical Earth, Inc; the CEI Task Order with KCI, and a Ten Percent Construction Contingency for the Town Center Pedestrian Crossing Construction Project as presented with an owner's contingency of up to \$400K.

MOTION: Dilip Tunki  
SECOND: Larry DiBiase

Council expressed excitement on beginning the project.

AYES: John Bradberry, Dilip Tunki, Bob Erramilli, Chris Coughlin, Larry DiBiase, and Erin Elwood.  
NAYS: Stacy Skinner  
Motion carried 6-1.

N) OTHER BUSINESS – No other business items to consider.

O) PUBLIC COMMENT – No additional public comment.

P) MAYOR'S COMMENTS

Mayor Bradberry thanked Council for the productive discussions on a wide range of topics.

Q) EXECUTIVE SESSION – No Executive Session held.

R) ADJOURN

There being no further business, the meeting was adjourned.

Approved:

Attest:

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John Bradberry, Mayor

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Allison Tarpley, City Clerk

# AGENDA REPORT

To: Honorable Mayor and City Council

From: Ronnie Campbell, Finance Director

Agenda: October 21, 2024 – City Council Meeting

Item: FY2024 Budget Amendment #7

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## Item Summary

This seventh Budget Amendment for FY2024 if approved will provide additional funding for unbudgeted/unplanned expenditures within the Accrual Fund; unbudgeted/unplanned revenue and expenditures within the Special Revenue Funds; realign planned expenditures from the Capital Program Budget into the Operating Budget for proper accounting and close out completed Capital Projects and return unused funds to their respective Fund Balance. Adopting this Budget Amendment helps to maintain the accuracy of the FY2024 Budget as the City moves forward in the end of the fiscal year close.

## Background

The City's Fiscal Year runs October 1 through September 30. The FY2024 Budget was adopted in September 2023. Following the City's Financial Policy, Budget Amendments are considered as changes arise to maintain the accuracy of the budget. The City amends the budget at least three times during the year – first to rollover encumbrances from the prior fiscal year, second the mid-year amendment to capture activity since the initial amendment, and third to close-out the year and prepare for the audit process. There are additional times when a budget amendment is requested to accommodate an expenditure that is critical to operations and time sensitive. To date, the budget has been amended first on December 12, 2023 to recognize an appropriation for land acquisition. The FY2024 Budget was later amended on March 4, 2024 to capture activity authorized by Council through February 12, 2024 to include accounting for unbudgeted revenues and unbudgeted expenditures; then on April 15, 2024 to capture items not completed in the prior fiscal year as well as allocate additional funding to a Capital Project following the close of Fiscal Year 2023. A fourth and fifth Budget Amendment was approved on May 28, 2024 and July 8, 2024 to capture activity authorized by Council through March 25, 2024 but not captured in previous Budget Amendments and to include accounting for unbudgeted revenues and unbudgeted expenditures and transferring funding from an approved Capital Project to the FY2024 Operating Budget. A sixth Budget Amendment was approved on September 9, 2024 to capture activity authorized by Council through August 19, 2024, to include accounting for unbudgeted revenues and unbudgeted expenditures and transferring funding from an approved Capital Project to the FY2024 Operating Budget.

## FY2024 Additional Appropriations

1. Generator Replacement Fire Station #62, Fund 303: The FY2024 Budget provided a capital project FD2437 totaling \$65,000 for the replacement of a 24-year-old generator at Fire Station #62. When the project was bid (March 2024) the least expensive quotation came in at \$71,225. A notice to proceed was issued with the difference in funding being covered by the Fire Department's Operating Budget, Maintenance Contracts Line Item (1003510-523851). While installing the unit, the contractor determined that some wiring and other electrical components between the building and the generator needed to be replaced at an additional cost of \$8,100 bringing the total cost of the project to \$79,325.

The requested action of this Budget Amendment is to allocate an additional \$14,325 from the Fire Category of the Equipment Accrual Fund for the increased cost of this generator replacement.

2. Bunker Gear and Boots, Fund 303: The FY2024 Budget provided a capital project FD2436 totaling \$26,000 for the replacement of a bunker gear and boots for new employees. Due to increases in costs and staffing changes, FD2436 Bunker Gear & Boots is going to need an additional \$12,000 to purchase the necessary equipment for new employees. We are requesting the balance remaining in project FD2435 be reassigned to project FD2436 and an additional \$2,500 be adjusted into this project from the equipment replacement accrual account.

The requested action of this Budget Amendment is to allocate an additional \$2,500 from the Fire Category of the Equipment Accrual Fund for the increased cost of this capital project.

3. Land Acquisition, Fund 302: On September 9, 2024 the Council agreed to enter into a Purchase and Sale Agreement for a 5.75-acre parcel of property located at 11315 Lakefield Drive consistent with a Letter of Intent signed by both the City and the owner. This purchase is consistent with the Town Center Vision and Plan adopted on October 25, 2021 which established a strategic blueprint to guide growth and development for 192 acres of property within Tech Park bound by McGinnis Ferry Road to the north, Lakefield Drive to the east, Johns Creek Parkway to the south and Medlock Bridge Road to the west.

The requested action of this Budget Amendment is to allocate \$5,600,000 from the Land Acquisition category of the Infrastructure Accrual Fund for this purchase.

4. ChatComm E-911, Fund 215: Forecasted expenses for ChatComm/E911 Services, as evidenced by their FY2025 Adopted Budget when offset by Forecasted Revenue will require a subsidy of \$126,000 in FY2024.

The requested action of this Budget Amendment is to allocate \$126,000 from the General Fund to the ChatComm Special Revenue Fund 215 for this expenditure.

5. Opioid Settlement Revenue and Expenditures, Fund 213: Forecasted revenue and expenditures for this special revenue fund were not known at the time of Budget Adoption. FY2024 Revenue is projected to total \$81,028 with planned expenditures totaling \$81,028.

The requested action of this Budget Amendment is to appropriate the forecasted revenue and expenditures from FY2024 into this Special Revenue Fund. Revenue and Expenditures were included in the Adopted FY2025 Budget for operations moving forward.

#### FY2024 Capital Project Transfers

6. Preventative Care Credit, Fund 301: The FY2024 Budget provided a capital project HR2403 totaling \$162,500 to promote wellness at the City of John's Creek. Our Human Resource Department introduced a wellness plan for 2024 where employees could receive a reduction off their health insurance premiums by completing preventative care visits throughout the year. The goal for the city is to create a culture of wellness that educates and promotes employee well-being. This will reduce bi-weekly insurance premium rates for participating employees by \$25 per pay period. Encouraging employees to complete preventative care is expected to decrease the City's loss ratio, which in turn will result in the opportunity to seek more competitive premium rates in the future. An estimated amount totaling \$17,400 is projected to be spent in this fiscal year and paid through the Operating portion of the Budget.

The requested action of this Budget Amendment is to transfer \$17,400 from the Capital Program Budget into the Operating Budget for proper accounting of this expenditure.

#### FY2024 Closure of Completed Projects

7. Twenty-three projects, approved in FY2024 and prior, have been completed and can now be closed. The project closures are presented by fund and department, many of the projects closing with nominal balances remaining. Upon closure, any remaining balance is returned to the respective fund. In total, the proposed closures result in the aggregate return of \$106,758. The City's Budget Policy states that the de-obligation of budget dollars to a specific project will occur after completion of the project. The list below details the completed projects by project number, description, and source of funding.

Project#	Description	Source of Funding
CH2260	Security Improvements	Capital Project Fund
CH2369	City Hall RVE Phase IV	Capital Project Fund
IT1908	Electronic Plan Review	Capital Project Fund
PW1830	Collector Road Improvements	Capital Project Fund
PW2105	New Sidewalks/Trails	Capital Project Fund
PW2307	Taylor Road Lighting Expansion	Capital Project Fund
RP2205	Recreation and Parks Strategic Plan	Capital Project Fund
CH2314	City Hall Painting Interior	Infrastructure Accrual Fund
FD2410	Fire Station Repairs & Maintenance	Infrastructure Accrual Fund
PW2321	Pavement Marking Refreshes	Infrastructure Accrual Fund
PW2418	Traffic Signal Main & Detection Replacement	Infrastructure Accrual Fund
RP2221	Shakerag Park Boardwalk Replacement	Infrastructure Accrual Fund
RP2325	Park Maintenance Materials	Infrastructure Accrual Fund
RP2326	Park Refreshes (Existing Parks)	Infrastructure Accrual Fund
IT2353	Servers	Equipment Accrual Fund
IT2443	Computers (desktops and laptops)	Equipment Accrual Fund
IT2445	Desktop Printers	Equipment Accrual Fund
IT2446	Mobile Computing Terminals – Police	Equipment Accrual Fund
PD2427	Drones	Equipment Accrual Fund
PD2428	Helmets – SWAT	Equipment Accrual Fund

Project#	Description	Source of Funding
FD2356	Fire Rescue Boat	Vehicle Replacement Fund
PW2455	PW 2024 Ford Explorer	Vehicle Replacement Fund
RP2367	Vehicle Rec & Parks Department	Vehicle Replacement Fund

The table below details the amounts returned to each fund.

Fund	Description	Amount
301	Capital Projects Fund	\$54,920
302	Infrastructure Maintenance Accrual Fund	\$15,521
303	Equipment Accrual Fund	\$35,469
350	Vehicle Accrual Fund	\$848
	Total – All Funds	\$106,758

#### Financial Impact

The fiscal impact of the proposed FY2024 Budget Amendment #7 will increase the budget in Fund 303 by \$15,525 with revenue being taken from the accumulated fund balance; increase the budget in Fund 302 by \$5,600,000 with revenue being taken from the accumulated fund balance; increase the budget in Fund 215 by \$126,000 with revenue being taken from the General Fund Unassigned Fund Balance; increase the budget in Fund 213 by \$81,028 to recognize revenue received to date and planned expenditures in FY2024; transfer \$17,400 from the Capital Program Budget to the Operating Budget; return \$54,920 back to Fund 100, \$15,521 to Fund 302, \$35,469 to Fund 303 and \$848 to Fund 350 from completed capital projects.

#### Update

This FY2024 Budget Amendment was reviewed as part of the September 30, 2024 Work Session.

#### Recommendation

Staff recommends approval of the budget amendment as presented.

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2024 BUDGET  
FOR THE CITY OF JOHNS CREEK, GEORGIA, ADOPTING REVENUES AND  
APPROPRIATING EXPENDITURES**

**WHEREAS,** a Fiscal Year 2024 Budget for each of the funds of the City was adopted by the Mayor and City Council at the council meeting on September 12, 2023; and

**WHEREAS,** the FY2024 Budget was first amended on December 12, 2023 to recognize an appropriation for land acquisition; on March 4, 2024 to capture activity authorized by Council through February 12, 2024; on April 15, 2024 to capture activity authorized by Council for items not completed in the prior fiscal year; on May 28, 2024 to capture activity authorized by Council through March 25, 2024, on July 8, 2024 to include accounting for unbudgeted revenues and unbudgeted expenditures and transferring funding from an approved Capital Project to the FY2024 Operating Budget, on September 9, 2024 to capture activity authorized by Council through July 29, 2024, to include accounting for unbudgeted revenues and unbudgeted expenditures and transferring funding from an approved Capital Project to the FY2024 Operating Budget. and

**WHEREAS,** subsequent to the adoption and amendment of the Fiscal Year 2024 Budget, additional expenditures have been authorized that need to be appropriately reflected in the Budget; and

**WHEREAS,** any increase or decrease in appropriations or revenues of any fund or for any department other than those exceptions provided for herein shall require approval of the Mayor and City Council; and

**WHEREAS,** as provided in Section 6.27 of the City Charter, such amendments to the Fiscal Year 2024 Budget may be made by majority vote of the Mayor and Council at any Council Meeting.

**NOW, THEREFORE BE IT ORDAINED** that the Operating Budget, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, shall be the City of Johns Creek's Fiscal Year 2024 Operating Budget; and

**BE IT FURTHER ORDAINED** that this Budget be and is hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

**BE IT FURTHER ORDAINED** that any increase or decrease in appropriations or revenues of any fund or for any department or the establishment of capital projects shall require approval of the Mayor and Council; and



**BE IT FURTHER ORDAINED** that, as provided in Section 6.27 of the City Charter, such revisions to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

**BE IT FURTHER ORDAINED** that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

**BE IT FURTHER ORDAINED** that the City Manager or his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure compliance with this Budget Ordinance.

**SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOHNS CREEK, GEORGIA**, this 21<sup>st</sup> day of October, 2024.

Approved:

\_\_\_\_\_  
John Bradberry, Mayor

Attest:

\_\_\_\_\_  
Allison Tarpley, City Clerk

\_\_\_\_\_  
(SEAL)

Approved as to Form:

\_\_\_\_\_  
Angela C. Couch City Attorney

**ATTACHMENT “A”**

**General Fund (Fund 100)**

<b>Revenues and Transfers In</b>				
<b>Org-Obj</b>	<b>Description</b>	<b>Current</b>	<b>Proposed</b>	<b>Revised</b>
<b>1003XXX</b>	Total Revenues and Transfers In	\$80,458,629	\$143,400	\$80,602,029

<b>Expenditures and Transfers Out</b>				
<b>Org-Obj</b>	<b>Department</b>	<b>Current</b>	<b>Proposed</b>	<b>Revised</b>
<b>1001330</b>	City Clerk	\$959,034	0	\$959,034
<b>1001310</b>	City Council	\$376,007	0	\$376,007
<b>1001320</b>	City Manager	\$1,842,552	0	\$1,842,552
<b>1001570</b>	Communications	\$891,461	0	\$891,461
<b>1007410</b>	Community Development	\$2,761,241	0	\$2,761,241
<b>1002650</b>	Court	\$799,045	0	\$799,045
<b>1001565</b>	Facilities	\$738,937	0	\$738,937
<b>1001565</b>	Transfer Out (To City Hall Debt Service)	\$2,046,512	0	\$2,046,512
<b>1001511</b>	Finance	\$1,868,315	0	\$1,868,315
<b>1003510</b>	Fire	\$14,579,480	0	\$14,579,480
<b>1001540</b>	Human Resources	\$1,326,625	\$17,400	\$1,344,025
<b>1001535</b>	IT/GIS	\$2,557,977	0	\$2,557,977
<b>1001530</b>	Legal	\$450,000	0	\$450,000
<b>1003210</b>	Police	\$15,669,646	0	\$15,694,646
<b>1004110</b>	Public Works	\$6,583,919	0	\$6,583,919
<b>1004110</b>	Transfer Out (To Debt Service)	\$273,717	0	\$273,717
<b>1006110</b>	Recreation and Parks	\$4,433,385	0	\$4,433,385
<b>3010000</b>	Transfer Out to Capital Projects Fund	\$6,929,572	0	\$6,929,572
<b>3020000</b>	Transfer Out to Infrastructure Maint Accr	\$12,650,714	0	\$12,650,714
<b>3030000</b>	Transfer Out to Equipment Accrual	\$1,424,881	0	\$1,424,881
<b>3500000</b>	Transfer Out to Vehicle Repl Accrual	\$1,270,608	0	\$1,270,608
<b>2150000</b>	Transfer Out to Other Funds	\$0	\$126,000	\$126,000
	Total Expenditures and Transfers Out	\$80,458,629	\$143,400	\$80,602,029

**Capital Projects Fund (Fund 301)**

<b>Revenues and Transfers In</b>				
	<b>Description</b>	<b>Current</b>	<b>Proposed</b>	<b>Revised</b>
	Total Revenues and Transfers In	\$6,654,572	(\$72,320)	\$6,582,252

<b>Expenditures and Transfers Out</b>				
	<b>Description</b>	<b>Current</b>	<b>Proposed</b>	<b>Revised</b>
	Total Expenditures	\$6,654,572	(\$72,320)	\$6,582,252

**Infrastructure Maintenance Accrual Fund (Fund 302)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$13,500,714	0	\$13,500,714

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$9,668,339	\$5,584,479	\$15,252,818

**Equipment Accrual Fund (Fund 303)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$1,470,381	0	\$1,470,381

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,498,270	(\$18,644)	\$1,479,626

**Vehicle Accrual Fund (Fund 350)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$1,270,608	0	\$1,270,608

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,451,190	(\$848)	\$1,450,342

**Seized/Forfeited Asset Fund (Fund 210)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$177,490	0	\$177,490

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$177,490	0	\$177,490

**State Confiscated Fund (Fund 211)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$10,000	0	\$10,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$10,000	0	\$10,000

**Opioid Settlement Fund (Fund 213)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$0	\$81,028	\$81,028

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$0	\$81,028	\$81,028

**E911 Fund (Fund 215)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,212,375	\$126,000	\$2,338,375

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,212,375	\$126,000	\$2,338,375

**LMIG Fund (Fund 250)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$1,741,770	0	\$1,741,770

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,741,770	0	\$1,741,770

**Hotel/Motel Fund (Fund 275)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$813,391	0	\$813,391

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$813,391	0	\$813,391

**Tree Replacement Fund (Fund 285)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$571,451	0	\$571,451

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$571,451	0	\$571,451

**Stormwater Utility Fund (Fund 560)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$3,800,000	0	\$3,800,000

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$3,800,000	0	\$3,800,000

**TSPLOST I Fund (Fund 335)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$1,974,999	0	\$1,974,999

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$1,974,999	0	\$1,974,999

**TSPLOST II Fund (Fund 336)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$48,842,193	\$5,146,702	\$53,988,895

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$48,798,898	\$5,146,702	\$53,945,600

**Debt Service Fund (Fund 400)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,320,229	0	\$2,320,229

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,320,229	0	\$2,320,229

**Parks Bond Debt Service Fund (Fund 410)**

Revenues and Transfers In				
	Description	Current	Proposed	Revised
	Total Revenues and Transfers In	\$2,637,345	0	\$2,637,345

Expenditures and Transfers Out				
	Description	Current	Proposed	Revised
	Total Expenditures	\$2,637,345	0	\$2,637,345



# AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Allison Tarpley, City Clerk

Agenda: October 21, 2024 – City Council Meeting

Item: Adoption of the 2025 Council Meeting Calendar

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Item Summary: The City Charter requires Council to approve an Ordinance adopting a 2025 City Council Meeting Calendar that holds at least one regular meeting per month.

Background: According to Section 3.13 (a) of the City Charter, “[t]he City Council shall hold regular meetings at such times and places as prescribed by ordinance and shall hold at least one regular meeting each month.” However, the City Council may designate additional meeting times, dates or locations so long as notice of such additional meetings include the time, date or location of the meeting as required by state law.

For the 2024 calendar year, Council adopted a meeting calendar with Council Meetings generally occurring every three weeks. The attached Ordinance and initial draft 2025 Meeting Calendar generally follow this same every three-week meeting pattern. The draft 2025 Meeting Calendar also contains Fulton County dates for the 2025 School Year and draft dates for Board of Zoning Appeals and Planning Commission.

Update: At the September 30<sup>th</sup> Work Session, Council shifted proposed meeting dates to accommodate various schedules and events. The Recreation and Parks Advisory Committee and the Arts and Culture Board adopted their 2025 meeting calendars at their October meetings.

Recommendation: Staff recommends adopting a 2025 Council Meeting Calendar to meet the minimum requirements of the City’s Charter.

Attachment(s): Ordinance adopting the 2025 Meeting Calendar  
Draft Meeting Calendar Revised from 9.30.2024

**AN ORDINANCE TO ESTABLISH A REGULAR CITY COUNCIL  
MEETING SCHEDULE FOR THE CALENDAR YEAR 2025**

**WHEREAS,** the Mayor and Council of the City of Johns Creek is required under the City Charter to hold regular monthly meetings and shall hold at least one meeting a month; and

**WHEREAS,** the Mayor and City Council of the City of Johns Creek have determined that in order to be a more effective governing body, they deem it necessary to authorize meetings every three weeks; and

**WHEREAS,** all meetings of the City Council shall be public to the extent required by law and the City Clerk shall give proper notice to the public of special meetings, as required by law; and

**WHEREAS,** the City Code, Chapter 2, Section 2-42(a) provides the Regular Meetings shall be held pursuant to an annual meeting calendar adopted by the city council by ordinance no later than the month of December.

**NOW THEREFORE BE IT HEREBY ORDAINED** by the Mayor and City Council of the City of Johns Creek while in regular session on \_\_\_\_\_ that the 2025 Meeting Calendar for the City of Johns Creek, which is attached hereto and incorporated herein by this reference as Exhibit "A" is hereby adopted and approved.

**SO ORDAINED,** this the \_\_\_\_\_ day of \_\_\_\_\_.

Approved:

\_\_\_\_\_  
John Bradberry, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Allison Tarpley, City Clerk

\_\_\_\_\_  
Angela C. Couch, City Attorney




Exhibit A

DRAFT 10.2024  
EVERY 3 WEEKS


2025

MEETING CALENDAR

 WORK SESSION AT 5PM followed  
by COUNCIL MEETING AT 7PM

 Other Council Gatherings  
01/24-26 City Council Retreat  
06/20-24 GMA Conference

Other City Meetings  
PC 1<sup>st</sup> Tuesday of Month 7pm w/  
exceptions  
BZA 3<sup>rd</sup> Tuesday of the Month 7pm  
w/exceptions  
RPAC 3<sup>rd</sup> Wednesday of the Month 6:30pm  
ACE 2<sup>nd</sup> Thursday of the Month at 6:30pm  
w/ exceptions

 City Observed Holidays  
01/01 New Year’s Day  
01/20 MLK Jr. Day  
02/17 Presidents Day  
05/26 Memorial Day  
07/04 Independence Day  
09/01 Labor Day  
11/11 Veterans Day  
11/27-28 Thanksgiving  
12/24-25 Christmas

2025 Fulton County School Calendar  
01/20 MLK Jr. Day  
02/17 Presidents Day  
04/07-11 Spring Break  
05/22 Last Day of School  
08/04 First Day of School  
09/01 Labor Day  
10/13-17 Fall Break  
11/24-28 Thanksgiving  
12/22-1/5 Winter Holiday

Other 2025 Holidays  
01/29 Lunar New Year  
04/12-20 Passover  
06/19 Juneteenth  
9/22-24 Rosh Hashanah  
10/01-02 Yom Kippur  
10/17-23 Diwali  
12/14-22 Hanukkah

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

# AGENDA REPORT

**To:** Honorable Mayor and City Council Members

**From:** Erica Madsen, Recreation and Parks Director  
Chris Coons, Fire Chief  
Mark Mitchell, Police Chief

**Date:** October 21, 2024 – City Council Meeting

**Item:** Fire Station #63 / Police South Substation – Construction Contract

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## Item Summary

For the combined Fire Station #63/Police South Substation, staff recommends approving a \$7,812,153 construction contract with Swinerton, a Construction Administration contract with CROFT in the amount of \$186,800, a material testing task order to United Consulting in the amount of \$50,010, and a ten percent construction contingency of \$781,200. The full construction authorization in the amount of \$8,830,163 can be fully funded through funds allocated in FY2022, 2023, and funds allocated in the FY2025 Budget.

## Background

Built in 1983 and located at 3165 Old Alabama Road, Fire Station #63 is the oldest fire station serving Johns Creek. The design and age of the building combined with the materials used in construction have resulted in frequent repair issues over the years. After engaging a building envelope firm (to look at roof, windows, and fascia issues) in 2018 and considering again in 2021 with the firm to review the interior systems and building components, the City determined all the temporary fixes possible have been exhausted.

In September 2023, Council authorized an architecture and engineering contract for design of a new combined fire and police station at the Brumbelow Road site adjacent to Newtown Park. In the past year, the design team has worked with staff from the Fire, Police, IT, Public Works, and Recreation & Parks Departments to coordinate all aspects of the new building and property and develop construction documents and specifications.



### Update

The project was let for bidding in August 2024 and bids were received on September 17, 2024. The City received 6 responsive bidders. After checking references for suitability and positive experiences, staff recommends Swinerton Construction.

### Financial Impacts

Council has previously set aside \$300,000 in capital project FD2303 for engineering as well as \$2,000,000 for construction in capital project FD2259. The City authorized design and geotechnical services as shown below, which are the expenses to date.

	Date	Available Budget	Expenses	Balance
FD2259 Fire Station Construction	FY22	\$ 2,000,000		\$ 2,000,000
FD2303 Fire Station Design	FY23	\$ 300,000		\$ 2,300,000
Design Contract	Sep-23		\$ 382,800	\$ 1,917,200
Geotechnical Investigation	Mar-24		\$ 14,720	\$ 1,902,480

Council has previously directed all FY2024 surplus to be allocated to this project. With the balance remaining from initial funding allocations, FY2024 surplus and the \$7,300,000 allocated in FY2025 for Fire Station #63/Police South Substation construction funding, there are sufficient funds to cover the total of all recommended construction-related contracts, and the project contingency as presented herein.

### Recommendation

Staff recommends approving a \$7,812,153 construction contract with Swinerton, a construction administration assistance contract with CROFT in the amount of \$186,800, a material testing task order to United Consulting in the amount of \$50,010, and a ten percent construction contingency of \$781,200.

### Next Steps

Staff will complete the contracting process, prepare for construction and present the necessary budget amendments to Council at a future date.

Groundbreaking is anticipated in November 2024. Construction is expected to last 18 months from issuance of the Notice to Proceed, weather permitting. The anticipated construction completion will be in summer 2026.

### Attachments

1. Purchasing Recommendation
2. Construction Contract
3. Construction Admin Assistance Proposal, CROFT
4. Construction Materials Testing Proposal, United Consulting



## MEMO

**To:** Honorable Mayor and City Council

**From:** Ronnie Campbell, Finance Director *R. Campbell*

**Prepared by:** Neil Trust, Purchasing Manager – CPP, GCPA, CPM, GCPM

**Date:** September 30, 2024

**Subject:** **Purchasing Recommendation for ITB #25-260 (Brumbelow Road Fire Station #63 and Police Substation Construction Project)**

The above referenced Invitation to Bid (ITB) was released on August 18, 2024, with a due date of September 17, 2024, at 2:00PM. The solicitation was advertised in the Johns Creek Herald, on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	9255 Individuals / Firms
BidNet Georgia Purchasing Group	1006 Individuals / Firms

On September 5, 2024, a Pre-Bid Meeting and jobsite walk through was held with eleven individuals/firms participating. Seventy-five (75) individuals/firms who downloaded bid documents are plan holders of Bid 25-260.

The following eight proposals were received and reviewed for compliance by the Purchasing Manager on September 17, 2024:

**Cooper & Company General Contractors, Inc. (Cumming, GA)**  
**iugis Construction Corporation (Suwanee, GA)**  
**KTM Builders, LLC (Chattanooga, TN)**  
**The Mapp Group, LLC (Baton Rouge, LA)**  
**Striping Solutions of Georgia, LLC (Brookhaven, GA)**  
**Swinerton Builders (Atlanta, GA)**  
**Ward Humphrey, Inc. (Marietta, GA)**  
**World Concrete & Construction (Ranger, GA)**

Four firms considered nonresponsive due to either failing to provide references for similar projects or submitting incomplete cost proposals that did not align with the scope of work. Therefore, the following firms were disqualified:

iugis Construction Corporation (Suwanee, GA)  
 KTM Builders, LLC (Chattanooga, TN)  
 Striping Solutions of Georgia, LLC (Brookhaven, GA)  
 World Concrete & Construction (Ranger, GA)

The Evaluation Committee consisting of the Capital Projects Manager, Rec & Parks Director/City Engineer, Deputy Fire Chief, and Purchasing Manager organized and reviewed cost proposals and supporting documents submitted for ITB #25-260 (Brumbelow Road Fire Station #63 and Police Substation Construction Project).

The City's Purchasing Policy requires award of contract to the lowest responsive and responsible bidder. It is the decision of the Evaluation Committee to make recommendation of awarding the contract for the above referenced ITB to **Swinerton Builders** as the lowest responsive and responsible bid meeting the minimum specifications.

The Contractor's cost for the BRUMBELOW ROAD FIRE STATION #63 AND POLICE SUBSTATION CONSTRUCTION PROJECT is \$7,612,153.00.

This project requires the Mayor and City Council approval per our Purchasing Policy.



**CONTRACT AGREEMENT**  
**ITB #25-260**  
**BRUMBELOW ROAD FIRE STATION #63 AND**  
**POLICE SUBSTATION CONSTRUCTION PROJECT**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, in the year 2\_\_\_; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Swinerton Builders (“Contractor”), located at address 251 Armour Drive, STE 150, Atlanta, GA 30324.

WHEREAS, the City of Johns Creek is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Johns Creek; and

WHEREAS, the City of Johns Creek has caused Invitation to Bid (ITB) #25-260 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Swinerton Builders”) is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #25-260 and the Contractor’s submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated September 17, 2024.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

**1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

***EXHIBIT A-SPECIFICATIONS***

***EXHIBIT B-COST PROPOSAL***

***EXHIBIT C-IMMIGRATION & SECURITY / REQUIRED DOCUMENTS***

***EXHIBIT D-MAP***

***EXHIBIT E-CONTRACTOR’S PROPOSAL***

## **2.0 Key Personnel**

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

## **3.0 Compensation**

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

## **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall be Three Hundred and Sixty-Five (365) calendar days from the issuance of Notice to Proceed to Contractor. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, in accordance with the Contract Documents.

4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the ITB and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

## **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

Performance will be evaluated on a weekly basis. If requirements are not met, City of Johns Creek Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered



to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

#### **7.1 Final Completion, Acceptance, and Payment**

- a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.
- c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

#### **8.0 Changes**

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within Seven (7) days of the receipt of said written notice.

#### **9.0 Change Order Defined**

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

#### **10.0 Time and Liquidated Damages**

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work within, Three Hundred Sixty Five (365) Days from issuance of the Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the

completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

January-14 days	May-6 days	September-2 days
February-14 days	June-3 days	October-3 days
March-10 days	July-4 days	November-5 days
April-7 days	August-2 days	December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of \$600.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

## **11.0 Insurance**

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

## **12.0 Termination**

12.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect or incomplete.

12.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the

remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to,

startup costs, overhead, profit, delay damages or other costs associated with the performance of the Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **13.0 CLAIMS and DISPUTE RESOLUTION**

### **13.1 Claims Procedure**

- a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in Section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- b) Contractor shall file its Claim within the earlier of: 120 Days from City's final offer in accordance with Section 8; or the date of Final Acceptance.
- c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
- e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.

- f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

### 13.2 Arbitration

- a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - 1. Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
- d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
- e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
- f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

### 14.0 Confidential Information

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## **15.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

15.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

## **16.0 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

16.1 Federal Requirements.

16.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
- c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
  - 1. Any patent that shall result under this Contract; and
  - 2. Any patent rights to which the Contractor purchases ownership with grant support;
- d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - 1. The copyright in any work developed under this contract; and
  - 2. Any rights of copyright to which the Contractor purchases ownership with grant support.
- e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

#### 16.2 Georgia Security and Immigration Compliance Act

- a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "Exhibit C" and incorporated herein by reference and made a part of this contract.
- b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
- c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

#### 17.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of

Johns Creek's prior written consent.

### **18.0 Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

### **19.0 Drug-Free and Smoke-Free Work Place**

19.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

19.2 The Contractor will secure from any sub-contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

- a) The Contractor has made false certification herein; or
- b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

### **20.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

### **21.0 Antitrust Actions**

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

### **22.0 Reporting Requirement**

Reports shall be submitted to the Project Manager on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

### **23.0 Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

### **24.0 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.



## **25.0 Special Terms and Conditions**

Attached are any special terms and conditions to this contract, if applicable (Exhibit F :)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:

SWINERTON BUILDERS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Name: Kimberly Greer

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY: \_\_\_\_\_  
Sign

NOTARY: \_\_\_\_\_  
Sign

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL:

SEAL:

**EXHIBIT A**  
**SPECIFICATIONS**

**Specifications per ITB documents:**

1. 25-260 ITB Bid Packet
2. 25-260 Fire Station 63/ Police Substation Building Construction Plans (By: CROFT & Associates 2024-08-16 Permit Rev/Bid Set) 86 pages)
3. 25-260 Fire Station 63 / Police Substation Structural Plans (By: CROFT & Associates /PES Structural Engineers, 2024-08-16 Permit Rev/Bid Set 14 pages)
4. 25-260 Fire Station 63 / Police Substation Site Development Plans-Civil (By: Eberly & Assoc. 06/20/2024)
5. Fire Station 63 Statement of Special Inspections
6. Johns Creek FS #63 Addendum # 5 Drawings PDF
7. Johns Creek FS #63 Addendum #5 Narrative of Changes PDF
8. Johns Creek FS #63 Addendum #5 Specifications PDF

**EXHIBIT B**

**COST PROPOSAL**

# COST PROPOSAL

City of Johns Creek, Georgia

ITB 25-260

**Brumbelow Rd Fire Station #63 and Police Substation Construction Project**

Bid Close: 9/17/2024 2:00 pm.

ITB 24-260 CONSTRUCTION PROJECT			
CONSTRUCTION ITEMS (1)			
Code	Description	UOM	QTY
A	Base Bid	LS	1
B	Owner's Allowance (Each firm shall enter \$1.00)	\$	200000

Swinerton	
CONSTRUCTION ITEMS (1)	
Price	Total Cost
\$7,612,153.00	\$7,612,153.00
\$1.00	\$200,000.00
<b>Group Total : \$ 7,812,153.00</b>	

<b>Project Total : \$ 7,812,153.00</b>
<b>Swinerton</b>

## **EXHIBIT C**

### **IMMIGRATION & SECURITY / REQUIRED FORMS**



## LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project.  
I propose to Subcontract work to the following subcontractors:

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK

Company Name: \_\_\_\_\_

- **Prime Contractor) is required to submit E-verify affidavit's for each Subcontractor performing services upon notification of the NOIA. Subcontractor Affidavit OCGA 13-10-91 form.**

ITB 25-260 FIRM NAME \_\_\_\_\_

## CITY OF JOHNS CREEK

### PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this proposal shall be valid and held open for a period of Seventy Five (75) days from proposal opening date.

### PROPOSAL SIGNATURE AND CERTIFICATION

(Offeror to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the offeror. I further certify 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.

Authorized Signature  Date 09/16/2024

Print/Type Name Derek Mosiman

Print/Type Company Name Here Swinerton Builders

**Purchasing Division**



# CITY OF JOHNS CREEK

## DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your Quotes/RFP package when it is submitted.

Name of Offeror Swinerton Builders

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) *Offeror(s) will list N/A-Not Applicable to the fields below, if applies:*

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value

Description

N/A

N/A

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

N/A

N/A

**Purchasing Division**

### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

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

E-Verify # 1227145

Federal Work Authorization User Identification Number

Swinerton Builders

Name of Contractor

03/23/2022

Date of Authorization

Brumbelow Road Fire Station #63

and Police Substation

Name of Project

City of Johns Creek, Georgia

Name of Public Employer

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

Executed on September, 16, 2024 in Atlanta (city), GA (state).

Signature of Authorized Officer or Agent

Derek Mosiman | VP/Division Manager

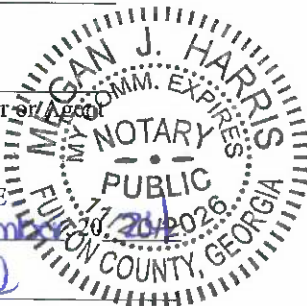
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 16th DAY OF September

NOTARY PUBLIC

My Commission Expires:

11/20/2026





**O.C.G.A. § 50-36-1(e)(2) Affidavit  
Verifying Lawful Presence in the United States**

By executing this affidavit under oath, as an applicant for a(n) Swinerton Builders, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- ☒ I am a United States citizen.
- ☐ I am a legal permanent resident of the United States.
- ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

DRIVER'S LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ATLANTA (city), GEORGIA (state).

  
Signature of Applicant

RYAN PORCHE - PROJECT EXECUTIVE  
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 18<sup>th</sup> day of September, 2024.

  
(Clerk/Notary Public)

My commission expires: 09/30/24

Revenue



## CERTIFICATION ON SPONSER

### DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of  
Swinerton Builders, ("Contractor"), whose address is  
251 Armour Drive, Suite 150, Atlanta, GA  
30324, and I further certify that:

(1) The Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, Swinerton Builders certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

### CONTRACTOR

Date: 9/16/2024 Signature: 

Print Name: Derek Mosiman Title: VP/Division Manager

**Purchasing Division**

# INSURANCE & BONDING



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	<b>CONTACT NAME:</b> Project Team <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Zurich American Insurance Company		16535
INSURER C: Starr Indemnity & Liability Company		38318
INSURER D: First Liberty Insurance Corporation		33588
INSURER E:		
INSURER F:		

License#: 0D69293

**COVERAGES****CERTIFICATE NUMBER:** 882382841**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO023224708	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll <input checked="" type="checkbox"/> Ded: \$10K	Y	Y	AS2661066493024	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$	Y	Y	1000585239241	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	WA666D066493034	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SB Job #24294087P - Evidence Only

RE: Brumbelow Road Fire Station #63 and Police Substation

ADDITIONAL INSURED(S): City of Johns Creek and all other parties as required by written contract

**CERTIFICATE HOLDER****CANCELLATION**City of Johns Creek  
11360 Lakefield Drive  
Johns Creek GA 30097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) Swinerton Builders

(Address of Contractor) at 251 Armour Drive, Suite 150, Atlanta, GA 30324

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

Zurich American Insurance Company

(Name of Surety)

Four Embarcadero Center #3740, San Francisco, CA 94111

(Address of Surety)

A corporation of the State of NY, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligatee)

11360 Lakefield Drive, Johns Creek, Georgia 30097 (Address of Obligatee)

Hereinafter referred to as Obligatee, in the penal sum of Five Percent (5%) of the Total Amount Bid---  
Dollars (\$ 5%) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

**ITB 25-260 BRUMBELOW ROAD FIRE STATION #63 / POLICE SUB-STATION  
CONSTRUCTION PROJECT**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Johns Creek, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 10th day of September A.D., 2024

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety) Zurich American  
Insurance Company

ATTEST

BY: Brandon Hensley

(Attorney-in-Fact) and Resident Agent Brandon Hensley

By: Janet C. Rojo

(Attorney-in-Fact) Janet C. Rojo

Four Embarcadero Center #3740, San Francisco, CA 94111

(Seal)

(Address)

Betty L. Tolentino  
(Witness as to Surety)

Betty L. Tolentino, Senior Surety Account Manager

(Address)

595 Market St. #2100, San Francisco, CA 94105

Swinerton Builders

(Principal)

BY: [Signature]

251 Armour Dr Ste 150

(Address)

Atlanta, GA 30324





## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco )

On September 10, 2017 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Janet C. Rojo,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Thuyduong LE, Brittany KAVAN, Julia ORTEGA, Douglas B. BOWRING, Matthew KALAFATIS, Misty R HEMJE, Courtney CHEW, Maria D. REYNOSO, Tina K. NIERENBERG, Susau HECKER, K. ZEROUNIAN, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, Susan M. EXLINE, Forrest CHAMBERLAIN**, of San Francisco, California, of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of June, A.D. 2024.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Robert D. Murray  
Vice President



By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 12th day of June, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

**GENEVIEVE M. MAISON**  
NOTARY PUBLIC  
BALTIMORE COUNTY, MD  
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10<sup>th</sup> day of September 2006



*Thomas O. McClellan*

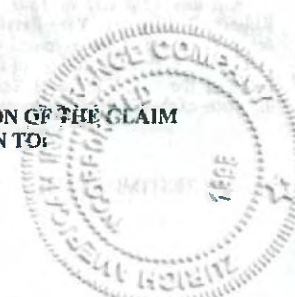
Thomas O. McClellan

Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reports@zurichna.com](mailto:reports@zurichna.com)

800-626-4577



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



**EXHIBIT D**  
**LOCATION MAP**



**EXHIBIT E**  
**CONTRACTOR'S PROPOSAL**

REQUEST FOR PROPOSAL

# BRUMBELOW ROAD FIRE STATION # 63 AND POLICE SUBSTATION

Johns Creek, GA

September 17, 2024

September 17, 2024

**Re: Brumbelow Road Fire Station # 63 and Police Substation**

On behalf of Swinerton, we appreciate the opportunity to submit our proposal for construction services on the Brumbelow Road Fire Station #63 and Police Substation project with exceptional project execution and best-in-class service. As a national contractor, Swinerton offers extensive market knowledge and a portfolio of stability alongside deep local roots. A culture of innovation and flexibility has been essential to Swinerton's ever-enduring success. Since our inception, we have remained forward-thinking while prioritizing accountability and integrity. Our ability to respond to every project challenge, regardless of size, location, or complexity, is a hallmark of our unwavering commitment to our clients. Our proposed team of construction experts bring quality, safety, reliability, and fun with collaboration to the projects we build.

Swinerton is a 100% employee-owned company and is a team-oriented partner that delivers project goals with open communication, trust, transparency, and certainty of results. As such, we bring several unique advantages to your project:

**Putting People First:** We know this is a fantastic opportunity for the community and all parties involved. We bring the expertise and background to successfully complete your project on time and on budget.

**Solution not Problems:** With every new project comes new challenges. How we handle those challenges will define our team. Swinerton's core values of Ownership, Integrity, Leadership, Passion, and Excellence drive us to be a solutions-oriented Builder. Our team proactively looks to identify potential issues and provides solutions before problems arise.

**Teamwork-Based on Partnering Principles:** We are a relationship-based contractor with over 80% of our work being repeat clients. This statistic is a result of strong collaboration between all project team members. City of Johns Creek, Croft & Associates, and all parties will benefit from our approach to being a cohesive team, working together through challenges and developing solutions to exceed all expectations and become your trusted partner.

On behalf of Swinerton, you have my personal commitment, along with our team of employee owners, that we are dedicated to this project and its success. Please do not hesitate to contact me at [rvermillion@swinerton.com](mailto:rvermillion@swinerton.com) should you have any questions or if I can be of any assistance.

Sincerely,

Swinerton Builders



**Raja Vermillion**  
Preconstruction Executive



**Derek Mosiman**  
VP | Division Manager



# TABLE OF CONTENTS

*Swinerton has been building great things for over 135 years. We invite you to learn about our rich history.*

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- 4. EXHIBIT B REQUIRED FORMS AND DOCUMENTS**
- 5. INSURANCE & BONDING**
- 6. CONTRACTORS LICENSE & W9**
- 7. SWINERTON DIFFERENCE**





# ABOUT **SWINERTON**



## ABOUT SWINERTON

### Founded in 1888, we've been building America for over 135 years.

Swinerton traces its roots back to 1888, when a young Swedish immigrant formed a brick masonry and contracting business to serve California's post-Gold Rush building boom. In the years since, the company has survived and thrived through two world wars, the Great Depression and Recession, natural disasters, and dynamic cultural movements. Today, Swinerton has 21 offices stretching across the nation.

Backed by the stability of a \$5 billion company and a national network of resources, our local teams are committed to the communities they serve. In small towns and big cities, we have shaped landscapes, defined skylines, and turn our clients' visions into reality.

#### WE PROVIDE CONSTRUCTION EXCELLENCE FROM COAST-TO-COAST

Swinerton has the skills and experience to tackle the many demands of modern construction. From small tenant improvement projects to ground-up towers, from LEED-certified green buildings to complex medical campuses, Swinerton is prepared to handle all scales and types of projects across the nation.

Our strong ties in the local markets we serve keep us grounded in our communities, while our national reach gives us the perspective and financial strength to turn our clients' visions into reality with excellence and peace of mind.



**\$6B**

Aggregate  
Bonding Capacity



**No. 29**

ENR 2023 Top Contractor



**100%**

Employee-Owned



**4,300+**

Construction Experts



## VALUES WE BELIEVE IN

### CULTURE OF OWNERSHIP & COLLABORATION

Every Swinerton team member is an employee-owner, which builds a unique sense of pride and unmistakable drive in our teams. Our collaborative network of offices and experts ensures successful project delivery and peace of mind every time. We owe our success to the ingenuity, integrity, and collaboration of our passionate people.

### INTEGRITY

Simply put, we say what we mean and do what we say. In every encounter we establish trust with candor and fairness.

### OWNERSHIP

As employee-owners, we take full responsibility for the long-term success of our organization.

### LEADERSHIP

We build an environment for success through solution-driven teamwork—with our partners, our company, and our communities.

### PASSION

Our employee-owners are relentlessly driven, accountable, and enthusiastic in the pursuit of perfection. Building is not just what we do; it is who we are.

### EXCELLENCE

In every task, we strive to achieve the highest levels of safety, quality, innovation, and attention to detail.







## SWINERTON IN ATLANTA

### HISTORY AND GROWTH OF YOUR FIRM IN METRO ATLANTA

Since expanding to the Southeast in 2018, Swinerton's Atlanta Division has emerged as a prominent, sought-after construction resource for some of the city's notable projects and clients. Notable projects include collaborations with Hartsfield-Jackson Atlanta International Airport, Delta Air Lines, 3M, TPA Group, SAFStor, Atlantic Residential, Prestwick Development, and others. The Atlanta Division, with 75+ dedicated construction industry professionals, has completed over \$358 million of commercial projects and specializes in aviation, corporate interiors, self-storage, and senior and affordable multifamily housing.

### A COMMITTED TEAM ON A MISSION

A culture of innovation and flexibility has been essential to Swinerton's enduring success. We are only as good as our people, and we believe our committed teams in the Southeast are some of the best. The last decade has yielded endless opportunities for the company's growth in the region, and with our local office in **Atlanta**, our tenured experts are prepared to support our partners where they need us most.

**\$100+ M**

Annual Revenue in Atlanta  
over the last 5 Years

**VOTED BEST  
PLACES TO  
WORK**

**2021**

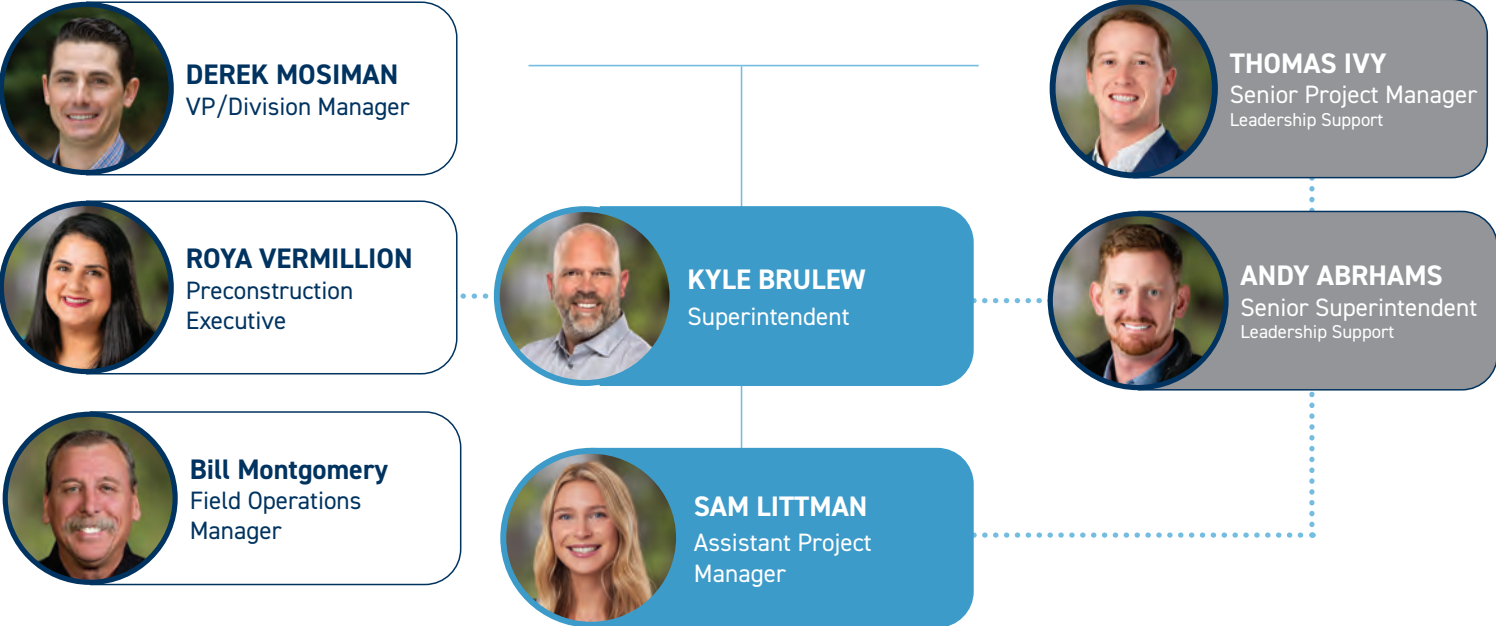
Atlanta Business Chronicle



# PROJECT TEAM & EXPERIENCE



# MEET YOUR DEDICATED PROJECT TEAM



### SUPPORT SERVICES

**JOSH DOTY**  
Field Talent Partner

**DONALD HILL**  
Safety Manager

**JARED TANNEN**  
Quality Manager

**MISHA SINKEVICH**  
Scheduling Manager

### LEGEND

LEADERSHIP

CORE PROJECT TEAM

SUPPORT SERVICES

Thomas Ivy brings over a decade of experience in project management to his role as Program Manager for the City of Charlotte's RFQ initiative. With a strong background in overseeing complex construction projects, Thomas has a proven track record of delivering high-quality results on time and within budget.

Having previously managed numerous public sector projects, Thomas deeply understands the unique challenges and requirements involved in municipal developments. His expertise extends to coordinating with diverse stakeholders and ensuring seamless communication between contractors, government agencies, and community members.



**11 YEARS**  
IN INDUSTRY

## PROJECT EXPERIENCE

### **Charlotte Fire Department Firehouse #30 Charlotte, NC**

Swinerton is providing general contracting services for the construction of Charlotte's first all-electric fire station. The groundbreaking project will be a symbol of the city's dedication to sustainability. The two-story, three-bay facility will set a new standard for municipal buildings in Charlotte and across North Carolina. The design goes beyond mere aesthetics, as it embeds energy efficiency and sustainability at its very core. The innovative facility is not merely a replacement for aging Station 30 but a bold stride into a greener, cleaner future. The project also serves as a testament to Charlotte's commitment to its Strategic Energy Action Plan.

### **CMPD Northwest Division Station, Charlotte, NC**

Swinerton is currently managing the preconstruction phase of the CMPD Northwest Division Station project in Charlotte, NC. This scope involves designing and constructing a new police facility to replace the existing station. The project focuses on improving operational efficiency, community engagement, and sustainability. It includes site preparation, architectural and engineering design, and construction, with advanced technology and security features integrated. Swinerton aims to deliver a state-of-the-art facility on time and within budget.

### **Melmark Carolinas, Charlotte, NC**

Swinerton provided general contracting services for the conversion of a single-story, multi-tenant office building into a new school. The school features 14 classrooms, clinical support spaces, offices, a library, and restrooms. The renovation included a new lunchroom and assembly room to facilitate student development and interaction. Swinerton worked closely with the design team to maintain the existing building infrastructure.

### **CMPD Independence Division Station, Charlotte, NC\***

Project Manager for a \$13 million, 20,000 square-foot new Division Station for Charlotte Mecklenburg Police Department. Along with the complete development of the 5-acre site, the interior of the new facility contained private offices, open office space, conference rooms, locker rooms, a weight room, and secure interview spaces. This new division is a LEED certified building and includes specialized systems

## EDUCATION

BS, Civil Engineering  
University of Tennessee

## AFFILIATIONS / CERTIFICATIONS

OSHA 30-Hour  
First Aid/ CPR Certification

## REFERENCES

### **Bill Ahearn**

Melmark  
781-254-9241  
wahearn@melmarkne.org

### **Bruce Miller**

City of Charlotte  
(704) 907-6806  
bemiller@ci.charlotte.nc.us

### **Chip Lofton**

Charlotte Mecklenburg Schools  
w.lofton@cms.k12.nc.us

\* Projects completed prior to joining Swinerton



Andy is an assertive, accomplished, and motivated Superintendent with 13 years of experience in ground-up and interior construction projects. He excels at training and developing junior staff, managing trade partners, and building positive long-lasting relationships with clients and owners.

As Superintendent, Andy is responsible for effectively scheduling, supervising, and communicating with subcontractors to ensure that projects are completed on-time and within budget. He is responsible for all daily field operations coordinating, supervising and scheduling subcontractor activities and monitoring the delivery of equipment and materials. He is the direct supervisor for all site staging, including the movement of material, workers and equipment around the building and project site. He maintains the highest standards of courtesy, quality, integrity and safety.



**14 YEARS**  
IN INDUSTRY

## PROJECT EXPERIENCE

### **Charlotte Fire Department Firehouse #30 Charlotte, NC**

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### **Ashley Park Elementary Pre K-8th Grade Conversion, Charlotte, NC\***

This project included the addition of \$11 million, 17,000 square-foot gymnasium building that also included music, art, and computer rooms. The project also included the complete renovation of the existing kitchen with a 3,000 square-foot addition to the space. Located on an active K-8 campus, it also included site work on various locations on campus.

## EDUCATION

BS, Building Construction  
Virginia Tech

## AFFILIATIONS / CERTIFICATIONS

OSHA 30-Hour

First Aid/ CPR Certification

Safety Trained Supervisor Construction (STSC)

## REFERENCES

### **Chip Lofton**

Charlotte Mecklenburg Schools  
w.lofton@cms.k12.nc.us

### **Kristen Tessler**

Deloitte  
215-880-8335  
ktessler@deloitte.com

### **Jaren Wells**

Gensler  
jaren.wells@gensler.com

### **Scott Kruz**

Lincoln Harris  
(704) 607-9156  
Scott.kurz@lincolnharris.com

\* Projects completed prior to joining Swinerton



Kyle has over three decades of experience in the construction industry as well as an extensive resume of successfully completed projects in Metro Atlanta. He presents excellent skills in site supervision, safety management, loss prevention, cost control, material acquisition and final walk-through activities. Extensive early planning, clear and concise communication and prompt and effective problem solving exemplify his influence as a contributing team member.

As Superintendent, Kyle is responsible for the daily field operations on projects under his supervision. His responsibilities include completing projects on time and within budget, coordinating, supervising and scheduling subcontractor activities, and maintaining the high standard of quality that is recognized in all our projects. Kyle is also the key person responsible for jobsite safety on the project.



**31 YEARS**  
IN INDUSTRY

## PROJECT EXPERIENCE

### **CCSD Harrison High School Infrastructure Upfit, Kennesaw, GA**

Swinerton is providing general contracting services for the upfit and renovation of Harrison High School. The project includes converting rooms to classrooms, HVAC upgrades, restroom renovations, roof and air handler replacements, and installation of an emergency radio system. Over 200 pieces of equipment will be replaced or installed. Swinerton will self-perform door frame, hardware, and ceiling work. To minimize disruptions, work is scheduled during holidays and summer breaks. Careful planning and collaboration with trade partners are essential for project success.

### **CCSD Russell Elementary School Infrastructure Upfit, Marietta, GA**

Swinerton will provide general contracting services for Russell Elementary, including the replacement of HVAC systems, ductwork, controls, kitchen hood, and ANSUL® Fire Suppression system, along with new windows and ceilings. Work will be scheduled during school holidays and short windows to minimize disruption, with a major push during summer break. Preplanning and close coordination with trade partners will be essential to ensure efficiency and fully usable spaces after each phase.

### **Atlanta Public Schools, Atlanta, GA\***

A multi-location media center complete renovation project under a task order with Atlanta Public Schools. The renovation was executed while student occupied, involving complete interior demolition and addition of new study rooms, HVAC systems, roof repair, restroom renovations, lighting, offices, and finishes.

### **Maynard Jackson High School, Atlanta, GA\***

A \$45 million project that encompassed multiple components including the installation of new mechanical systems, new and rebuild of HVAC systems, restroom renovations, roof repair and replacement, renovation of the kitchen, addition of a new gymnasium, renovation of a two-story student classroom building, extensive repairs to the green roof, and expansion of the music, dance, and arts program facilities. The project was executed while the school remained occupied by students during both regular and summer sessions, with particular focus on minimizing disruptions during the green roof work. The improvements aimed to enhance the learning environment for students.

## AFFILIATIONS / CERTIFICATIONS

OSHA 30

## REFERENCES

### **Austin Whites**

Gilbane Building Company

### **Mitch Kass**

Winter Construction  
mkass@winter-construction.com

### **Susan Brennan**

Cushman & Wakefield  
Susan.Brennan@cushwake.com

\* Projects completed prior to joining Swinerton

As the Assistant Project Manager, Sam will work to resolve any project circumstances that need addressing by being a primary driver of the details and information flow on a project. She demonstrates a passion for continuous growth and improvement, and she will leverage her experience with project scopes to ensure timely collection of project documentation in eBuilder and other relevant project control systems.

Sam assists the Superintendent and Project Manager in directing the day-to-day performance of on-site construction for the duration of the project.



**3 YEARS**  
IN INDUSTRY

## PROJECT EXPERIENCE

### **CCSD Harrison High School Infrastructure Upfit, Kennesaw, GA**

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### **East Cobb Walk, Marietta, GA**

Swinerton is providing general contracting and construction management services for the construction of a new 133-unit apartment complex for active adults ages 55 and older. Floorplans start at 700 square feet each. Amenities include a sky lounge, a pool, a fitness center, a courtyard, and a pet spa. Parking options onsite include a ground level parking lot and car ports with 30 covered parking stalls. The ground level includes 14,500 square feet of core and shell space for future commercial and retail buildout.

### **HearthSide Lawrenceville, Lawrenceville, GA**

Swinerton provided general contracting services for the construction of Hearthside Lawrenceville, a new Type V, affordable housing, senior living facility. The facility offers 115 one- to two-bedroom apartment homes and 25 one- to two-bedroom cottages. Amenities include a fitness room and studio, bistro, game room, lounge, and an outdoor courtyard with resident gardens, grills, a recreation lawn, and walking trails.

## EDUCATION

BS, Civil Engineering, Construction  
The University of Alabama

## AFFILIATIONS / CERTIFICATIONS

OSHA 30

First Aid CPR Certification

## REFERENCES

### **Brendan Barr**

OneStreet Residential  
(770) 850-8280  
Brendan@onestreetres.com

### **Brian Clapp**

OneStreet Residential  
(202) 294-2331  
brian@onestreetres.com

### **Derek Williamson**

University of Alabama  
(205) 348-9931  
dwilliamson@eng.ua.edu





## Charlotte Fire Department Firehouse #30

Swinerton is providing general contracting services for the construction of Charlotte's first all-electric fire station. The groundbreaking project will be a symbol of the city's dedication to sustainability. The two-story, three-bay facility will set a new standard for municipal buildings in Charlotte and across North Carolina. The design goes beyond mere aesthetics, as it embeds energy efficiency and sustainability at its very core.

The innovative facility is not merely a replacement for aging Station 30 but a bold stride into a greener, cleaner future. The project also serves as a testament to Charlotte's commitment to its Strategic Energy Action Plan. The plan aims to transition municipal operations entirely away from fossil fuels and form a carbon-neutral footprint across all city-owned buildings. The plan's ambitious scope mirrors a growing recognition of the urgent need for climate action at the local government level, ensuring that public infrastructure can lead by example in the race against climate change..

Location  
Charlotte, NC

Client  
City of Charlotte

Date Completed  
In progress

Construction Cost  
\$10.3 million





## CMPD Northwest Division Station

Swinerton is currently managing the preconstruction phase of the CMPD Northwest Division Station project in Charlotte, NC. This scope involves designing and constructing a new police facility to replace the existing station.

The project involves constructing a new 16,000 square foot, single-story facility. The scope includes improvements to the main road, new driveway connections, a visitor parking area, and a gated/fenced staff and fleet parking area with underground piping to a stormwater pond. It features an open-air canopy made of a pre-engineered metal structure with a standing seam metal roof system. The project also includes installing Electric Vehicle (EV) service equipment with an EV charging station system, a ground-mounted photovoltaic (PV) solar array collector system with a capacity of 249 kWh/year, and a geothermal well field system with a packaged pump skid. Swinerton aims to deliver a state-of-the-art facility on time and within budget.

Location  
Charlotte, NC

Client  
City of Charlotte

Square Footage  
16,000

Date Completed  
In progress



## Fireboat Station No. 35

Swinerton-Power, a joint venture between Swinerton and Power Engineering Construction Co., teamed with Shah Kawasaki Architects and Liftech Consultants Inc. for the construction of the world's first floating fire station. The two-story, 14,800-square-foot maritime disaster operations center was built atop a steel floating barge and anchored to four guide piles along San Francisco's Embarcadero. The station was engineered to be nearly impervious to earthquakes, able to withstand the long-term effects of rising sea levels, and resilient to other natural phenomenon such as storms and king tides without impeding the facility's operations.

The new floating building, which serves as the maritime disaster operations center, includes a night watch and command center, decontamination, ambulance dispatch, a large multipurpose rescue bay and workshop, dive and wet gear rooms, dormitory, officers' quarters, a large kitchen and day room, and space outside to moor San Francisco Fire Department's three fire suppression boats and rescue watercraft.

### Location

San Francisco, CA

### Client

San Francisco Fire Department

### Architect

Shah Kawasaki Architects

### Square Footage

16,435

### Date Completed

February 2022



# EXHIBIT A COST PROPOSAL

Filled out under Pricing Tab on  
BidNet

# SWINERTON DIFFERENCE





# OUR SERVICES & EXPERTISE

## PRECONSTRUCTION

Swinerton offers a comprehensive suite of services, tools, and expertise to start projects off on their best footing.

## GENERAL CONTRACTING

Our network of self-perform teams and construction professionals share vested interest in the success of each project.

## CONSTRUCTION MANAGEMENT

Swinerton Management & Consulting leverages robust budgeting, scheduling, procurement, and value engineering expertise to keep projects on track.

## DESIGN-BUILD

We bring our longstanding, nationwide building expertise to bear in the design phase, minimizing errors at the outset and maximizing the quality of the final product.



## SOLIDIFYING FOUNDATIONS FOR SUCCESS

Swinerton offers a diverse array of customizable preconstruction services to lay the foundation for project success. From building baseline estimates to leading complex feasibility analyses, we identify and mitigate potential risks to our clients' projects before work ever begins in the field.

Our robust nationwide team of preconstruction professionals uses quantitative surveys, historical cost data, and the expertise of our local trade partners to understand initial costs and offer suggestions for more efficient material procurement and management.

We also deploy a variety of tools to reduce coordination issues and maximize the project's budget, schedule, and overall efficiency. Our in-house team leverages Virtual Design and Construction and Building Information Modeling (BIM) software to detect and resolve coordination issues early on, leading to less guesswork, errors, and potentially costly rework in the field.

### PRECONSTRUCTION SERVICES

- Target Value Design
- Constructability Reviews
- BIM Execution Plan (BIMXP)
- Dynamic Estimating Process
- Buyout
- Value Engineering
- Document Management
- LEED® Credit Analysis and Recommendations

### BIM & VDC BENEFITS

- Identifies and resolves coordination issues early on
- Reduces cost of materials and labor associated with rework
- Offers greater quality control and assurance
- Introduces opportunities to create schedule efficiencies, through prefabrication or coordination of key trades





## DEDICATED SAFETY PROFESSIONALS

Swinerton's Safety Program rests on a firm foundation of effective, industry-recognized strategies that promote safety and wellness on and off the jobsite. Through the efforts of comprehensive and accessible safety plans, meticulous preplanning, ongoing training, and daily mentoring, Swinerton boasts an exemplary safety record nationwide with incident rates substantially lower than industry averages.

Our standard processes address potential hazards before they can occur, starting from early preconstruction. Once construction starts, we facilitate ongoing assessment and planning of the jobsite and the site's safety plan to adjust for real-world site conditions, large or small.

Above all, Swinerton emphasizes clear communication and transparency when identifying, analyzing, and preventing risks. Our findings are shared with management, staff, supervisors, and workers in order to continually improve our performance, create a true safety mindset for our people and trade partners—and ultimately ensure every person on our jobsite returns home safe each and every day.



**.60**

Experience Modification Rating (EMR)  
*Industry Average: 1.0*



**.12**

Lost Time Incident Rate (LTIR)  
*Industry Average: 1.10*



**1.83**

Recordable Incident Rate (RIR)  
*Industry Average: 2.5*



## QUALITY PLANS, PROCESSES, & PRODUCTS

Quality is more than the outward appearance of a finished building; it is the confidence a client has in its underlying craftsmanship. Swinerton's attention to detail underpins a proactive, thorough, and dynamic quality program that ensures our work meets the highest standards.

Each project deserves a tailor-made approach. We work with our clients to identify a minimum of five Definable Features of Work for which we develop specific quality plans and extra layers of review, ensuring we exceed expectations where it matters most. Our internal quality tracker provides full project and quality visibility for reporting, management, and accountability.

We also understand that our clients' trust in us extends to our trade partners. Swinerton's rigorous selection process solicits only from trade partners we are confident will deliver the highest quality product. Once on the project, each trade partner is required to submit quality plans prior to starting their work to ensure alignment with our quality processes.

### QUALITY PROCESS

- Review constructability and plan for high-risk scopes
- Evaluate existing conditions
- Analyze submittals, samples, and mock-ups for functionality
- Verify materials and equipment
- Align expectations and timelines on scope of work with trade partners
- Inspect all first work before major installation
- Engage client and team for quality feedback
- Track and photo-document progress
- Commission MEP systems
- Review and track checklists and punchlists
- Ensure smooth hand-off with training and documentation





## SUPPLIER DIVERSITY & OUTREACH

Swinerton is proud to establish a higher standard of excellence in the construction industry with outreach programs to local workers and certified business enterprises—including those owned by women, minorities, veterans, LGBTQ+ people, and those living with disabilities. For over 30 years, Swinerton's Supplier Diversity Program has demonstrated our pledge to diversify our partnerships.

Regardless of project requirements, Swinerton as a company strives to award at least 20% of its subcontracting and supplier volume to small, local, and diverse businesses. We are proud to continue meeting our goal by directly engaging with our local subcontracting communities, offering educational support and resources for Certified Businesses looking to bid Swinerton projects, and breaking down scopes of work in the field to encourage growth and success. By nurturing relationships with our local trade partners, we build up the communities we build in.



**\$634M**

Diverse Supplier Spend in 2023

### COMMUNITY IMPACT

- **Workforce Development:** By offering local career opportunities, Swinerton integrates into the community, contributing to resident's growth and development.
- **Economic Development:** Our commitment to sustainable development promotes economic prosperity; we support partner growth and success on projects, and actively invest in the community and local businesses.
- **Community Involvement:** We are not just builders—we are active community participants. We engage with local organizations and offer our employees a range of opportunities to contribute to causes they are passionate about.



# FOR THE PRESENT & THE FUTURE

As a company, Swinerton is constantly striving towards greater rigor and transparency in its sustainability practices. Through a strategic refresh of our environmental program, we are working to advance the company's environmental performance and sustainability, including tracking emissions for our offices, jobsites, travel, materials, and operations.

We partner directly with clients and designers to provide practical, cost-effective solutions to reduce environmental impact on projects. We also strive to drive positive change by working with upstream and downstream suppliers to improve environmental performance.

In the end, our success as responsible corporate citizens hinges on driving sustainable change. By reducing our environmental impact, we can measurably improve the well-being of our communities and workplaces, now and in the long term.

## CORPORATE STATS



**196**  
LEED® Certified Projects



**194**  
LEED Accredited Professionals

# PEACE OF MIND BUILT IN.

## **DEREK MOSIMAN**

**VP | Division Manager**

251 Armour Drive  
Suite 150, Atlanta, GA 30324

**M** 678.553.4539

**E** dmosiman@swinerton.com

## **ROYA VERMILLION**

**Preconstruction Executive**

251 Armour Drive  
Suite 150, Atlanta, GA 30324

**M** 919.452.3739

**E** rvermillion@swinerton.com



August 7, 2024

**RE: Additional Services Fee Proposal  
John's Creek Fire Station #63/Police South Substation**

We are pleased to submit this proposal to provide architecture and engineering services for the project referenced above. We appreciate the opportunity and look forward to working with you to accomplish this exciting project.

**SCOPE OF SERVICES**

This proposal for professional services includes only Construction Administration Services.

1. CROFT Pre-bid attendance required.
2. Include bid period time for responses to RFIs, etc.
3. No council/policy work sessions attendance required.
4. 12-month construction duration.
5. Bi-weekly construction meeting attendance.
6. Croft will use Smartsheet to track submittals and RFIs.

**DESIGN ASSUMPTIONS**

1. The estimated construction budget for this project is \$7.2 Million.
2. Permit set(s) has been sent to authorities having jurisdiction. No permitting fees are included as part of this proposal. Support of the permitting process is limited to addressing one round of comments from the review officials. Additional comments will be addressed on an hourly basis.
3. Construction cost estimates and project budgeting services are not included as a part of this proposal.
4. This proposal is good for sixty (60) days from the date of the proposal.
5. Reimbursable expenses are included in the professional fee.

**PROFESSIONAL FEES**

Professional fees for the project scope as outlined above will be as follows:

- Construction Administration.....\$186,800

**PAYMENT TERMS AND CONDITIONS**

Progress billings will be sent monthly based on the effort expended. Invoices are due upon receipt.

**ADDITIONAL SERVICES**

Additional services or changes to the project scope, as defined above, will be proposed, and documented in writing and will be formally approved by the client. No additional fees will be charged without your prior written approval.

Ms. Madsen, thank you for the opportunity to submit this proposal. Should you have any questions regarding this proposal, please do not hesitate to give me a call.

Sincerely,

**CROFT & Associates**

**Allison L. Hardy, AIA  
Sr. Project Manager**



DRAFT



UNITED  
CONSULTING

# PROPOSAL

**For Mr. Matthew Pate  
The City of Johns Creek**

Materials Testing and Special  
Inspection Services

Johns Creek Fire Station 63

9880 Brumbelow Road

Johns Creek, Georgia 30022





August 30, 2024

Mr. Matthew Pate  
**City of Johns Creek**  
Recreation & Parks Capital Projects Manager  
11360 Lakefield Drive  
Johns Creek, Georgia 30097

Via Email: [matthew.pate@johnscreekga.gov](mailto:matthew.pate@johnscreekga.gov)

RE: Proposal for Materials Testing and Special Inspection Services  
**Johns Creek Fire Station 63**  
9880 Brumbelow Road  
Johns Creek, Georgia 30022  
Proposal No.: P2024.0909.01

Dear Mr. Pate:

It is a pleasure to serve you and the **City of Johns Creek**. We are excited about working with you on your **Johns Creek Fire Station 63** project. This proposal will briefly describe the scope of our work and the compensation for our services. This proposal is based on our review of the project plans and specifications, construction materials testing scope of services, and our past experience on similar projects.

## PROJECT INFORMATION

The project site is located at 9880 Brumbelow Road, Johns Creek, GA. The project will consist of constructing a new 14,675 square foot combined fire station and police substation, a shelter for three (3) fire engines, and associated parking and drive areas.

The project is expected to be completed in 365 calendar days.

## SCOPE OF SERVICE

Based on the specific requirements for this project and our understanding of similar type projects we have completed, we have had to make several fundamental assumptions to provide an estimate of the amount of time our technicians and inspectors will be required on site. These fundamental assumptions are provided in the Scope of Services section of this proposal.

Monitoring and testing of the work at the site will be performed by qualified engineering technicians and inspectors capable of performing soil compaction testing, foundation bearing testing, proofroll observations, testing of ready mix concrete, nuclear gauge testing on graded aggregate base and asphalt paving materials, structural steel inspections, and any other such materials testing related inspections that may arise.



All other inspections at the site will likely be performed on an “on call” or as needed basis. United Consulting will have a Project Manager responsible for review and coordination all aspects of our involvement in the work and it will be the Project Manager’s responsibility to ensure that we have sufficient staff on site when needed.

After reviewing the project drawings and specifications the following services are anticipated.

### **Earthwork**

- We will proofroll the existing soils prior to fill placement. Any localized soft or unsuitable areas will be identified prior to placing additional fill materials.
- During placement of structural fill materials, we will provide an experienced Engineering Technician to perform compaction testing. We will observe lift thickness and structural fill suitability during placement and provide compaction testing on the completed lifts.
- We will run Proctors as required.

### **Foundation**

- We will check open shallow foundations to verify that competent bearing soils are exposed.
- We will verify the depth and width of the footings and turn downs.

### **Reinforcing Steel**

- We will check the placement of non-post tensioned, horizontal and vertical reinforcing steel.

### **Concrete**

- We will make concrete test cylinders. Each set will consist of five cylinders, six cylinders for pre-tension concrete. We will note and record batch and placement times, mix and air temperature, entrained air content, truck and batch ticket numbers, slump, amount of water added on site, and location of placement for each set.
- We will perform compressive strength testing of the concrete cylinders.
- We will review mix designs submitted to us.

## Masonry Construction

- At periodic intervals during construction the United Consulting Special Inspector will visit the site to review the contractor's methods with regards to block placement, horizontal and vertical reinforcement placement, and cleaning of grout holes.
- The Special Inspector will periodically mold sets of masonry cubes and grout prisms.

## Structural Steel

- We will verify anchor bolts and bolted connections for proper torque.
- We will verify the steel fabricator's certification and quality control procedures.

## Asphalt Paving

- We will use a nuclear gauge on the stone base as well as all binder and surface course asphalt to verify that proper compaction is obtained.
- We will monitor asphalt temperatures on all delivered asphalt to the project.

## Other Inspections

The United Consulting Project Manager will work closely with the Johns Creek Project Manager and the site Superintendent to ensure that adequate inspection staff are on the site during construction activities.

## Reports

A report will be issued giving the results of our testing. A Project Manager will be assigned to review all daily reports. It should be recognized that the proposed scope of services is based on the above background information and our experience with similar projects.

Our work does not include the supervision or direction of the actual work of the contractor, his employees or agents, and the contractor should be so advised. The contractor should also be aware that neither the presence of our personnel nor the observation and testing by our firm will excuse in any way the contractor and its subcontractors for defects discovered.

Our personnel should be scheduled by 4:00 p.m., the day prior to when the work will be needed to ensure that our personnel will be on site when requested. We will not be on site unless scheduled by your representative. Scheduling will be accepted after this time, including the day the work is needed, and we will do our best to get the personnel on site. However, on short notice, we cannot guarantee that our personnel will be on site exactly at the requested time.

## COMPENSATION

Using our past experience with similar projects, we would like to suggest a budget of **\$50,010.00**. Since the actual cost of our services is highly dependent on factors beyond our control such as the amount of unsuitable soils encountered, weather, contractor's schedule, etc., we would suggest that you use a range of **\$45,000.00 to \$55,000.00**.

**No construction schedule was provided when the proposal was drafted.** We will gladly revise our proposal to adjust our unit rates once the project work schedule is provided. Our budget was derived in the following manner:

Activities	Units	Rates	Total
<b>Fieldwork</b>			
Earthwork/Compaction Testing (Engineering Technician II)	100 Hours	\$78.00/Hour	<b>\$7,800.00</b>
Foundation Verification (Staff Engineer II)	15 Hours	\$115.00/Hour	<b>\$1,725.00</b>
Foundation Verification (Engineering Technician II)	15 Hours	\$78.00/Hour	<b>\$1,170.00</b>
Steel Reinforcement Verification (Staff Engineer II)	25 Hours	\$115.00/Hour	<b>\$2,875.00</b>
Special Inspections (Staff Engineer II)	80 Hours	\$115.00/Hour	<b>\$9,200.00</b>
Asphalt Testing (Engineering Technician III)	20 Hours	\$82.00/Hour	<b>\$1,640.00</b>
Concrete and Masonry Sampling/Testing (Engineering Technician I)	100 Hours	\$71.00/Hour	<b>\$7,100.00</b>
Mileage	1,500 Miles	\$0.67/Mile	<b>\$1,005.00</b>
<b>Laboratory and Office</b>			
Standard Proctor	4 Samples	\$125.00/Sample	<b>\$500.00</b>
Modified Proctor	1 Sample	\$145.00/Sample	<b>\$145.00</b>
Concrete Cylinders	125 Cylinders	\$15.00/Cylinder	<b>\$1,875.00</b>
Grout Prisms	20 Prisms	\$20.00/Prism	<b>\$400.00</b>
Mortar Cubes	15 Cubes	\$17.00/Cube	<b>\$255.00</b>
Service Coordinator	25 Hours	\$73.00/Hour	<b>\$1,825.00</b>
Clerical	15 Hours	\$63.00/Hour	<b>\$945.00</b>
Project Manager	65 Hours	\$150.00/Hour	<b>\$9,750.00</b>
Senior Engineer	10 Hours	\$180.00/Hour	<b>\$1,800.00</b>
<b>Total:</b>			<b>\$50,010.00</b>



If additional Material Testing or consulting work is warranted and authorized by you, the attached fees will apply.

Service	Rate
Senior Engineer	\$180.00/hour
Project Manager I	\$150.00/hour
Staff Engineer/Special Inspector I	\$105.00/hour
Staff Engineer/Special Inspector II	\$115.00/hour
Engineering Technician I	\$71.00/hour
Engineering Technician II	\$78.00/hour
Engineering Technician III	\$82.00/hour
Service Coordinator	\$73.00/hour
Clerical Services	\$63.00/hour
Standard Proctor ASTM D-698	\$125.00/test
Modified Proctor ASTM D-1557	\$145.00/test
Concrete Cylinders	\$15.00/cylinder
Grout Prisms	\$20.00/prism
Mortar Cubes	\$17.00/cube
Mileage	\$0.67/mile

While we feel this budget is accurate, the final cost of our services is highly dependent on factors beyond our control such as the Contractor's means and methods, construction schedule, weather, etc. Therefore, actual compensation will be according to our RFP No. #20-154 annual demand services contract with Johns Creek. We will gladly revise the proposal budget once a construction schedule is provided to us.

The Terms & Conditions of our demand services contract with Johns Creek will govern this agreement.



We appreciate your consideration of United Consulting, and we look forward to our continued involvement on this project.

Sincerely,

**UNITED CONSULTING**

**Jay Paul B. Gapuzan**  
Project Manager

**Frank Meyghani**  
Business Development

**Reza Abree, P.E.**  
CEO/President

JBG/FM/RA/rag

Attachment

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Proposal No:

Date:

Project Name:

Project Location:

Project Description:

## Proposal Acceptance

Accepted by:

Printed Name:

Title:

Company:

Date:



United Consulting is an engineering consulting firm headquartered in Georgia, specializing in environmental services, geotechnical engineering, geophysical services, automated instrumentation, special inspections, and construction materials testing since 1990. With over 180 employees, including 30 professionally registered engineers and geologists the firm has undertaken some of the most challenging projects in the country.

### GEOTECHNICAL SERVICES

Subsurface Soil Investigations  
Geologic Investigations  
Foundation Investigations  
Rock Stability Analysis  
Rock Anchor/Bolt Design  
Dam Investigations/Design  
Dam Breach Analysis  
Pile/Caisson/Foundation Load  
Slope Stability Analysis  
Tunnel Design  
Soil Nailing Design  
Value Engineering  
Failure Investigations  
Pavement Evaluation/Design  
Bridge Foundation Investigations  
Retaining Wall Foundation Investigations

### ENVIRONMENTAL SERVICES

Phase I Site Assessments  
Phase II Contamination Assessments  
Brownfield Assessment & Remediation Services  
Corrective Action Plans  
Asbestos, Lead-Based Paint, & Mold Consulting Services  
Indoor/Outdoor Air Quality Assessment & Analysis  
Groundwater/Surface Water Modeling & Analysis  
Landfill Services  
Health & Safety Services  
Soil and Groundwater Remedial Design & Implementation  
Hazardous Waste Site Assessment & Remediation Services  
Regulatory Liaison Services

### SUBSURFACE UTILITY ENGINEERING

Quality Levels A, B, C, D  
Ground Penetrating Radar  
SUE Surveying/Surface Geophysics

### AUTOMATED INSTRUMENTATION

Vibration Monitoring  
Robotic Total Stations  
Inclinometers and SAAs  
Tiltmeters  
Piezometers  
Real-Time Website Monitoring & Alarming  
Pre-Post Construction Photographic Survey

### GEOPHYSICAL SERVICES

Geologic Mapping  
Earth Resistivity  
Geophysical Instrumentation  
Review of Blasting

### Programs

Earthquake Risk Assessment  
Shear Wave Analysis  
**INSPECTION SERVICES**  
Property Condition Survey  
Replacement & Reserve Analysis  
Repair Cost Estimates  
Visual Documentation  
Plan & Spec Review  
Construction Draw Inspections  
Contract Administration  
Pre-acquisition Survey  
Construction Monitoring

### MATERIALS TESTING

Complete Mortar & Masonry Testing  
In-place Density Testing  
Foundation Testing  
Asphalt/Concrete Testing & Batch Plant

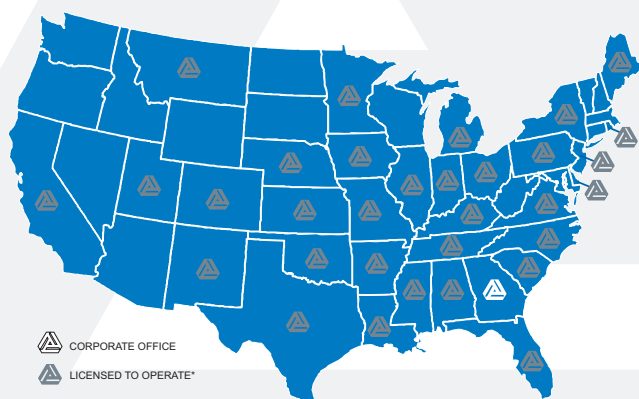
### Inspections



Magnetic Particle & Radiographic Testing  
Special Inspections  
Failure Investigations  
Monitoring Post-Tension Operations  
Floor Flatness & Levelness Determinations  
Moisture Testing  
Fire Proofing Testing  

- Portland Based Cement
- Gypsum Based Cementitious Spray
- Cellulose Insulation

### ECOLOGICAL SERVICES

Aquatic Resource Delineation  
Wetland/Stream Permitting Services  
Wildlife & Protected Species Surveys  
Mitigation Design, Implementation/Monitoring  
NEPA Assessments



 CORPORATE OFFICE  
 LICENSED TO OPERATE\*

\*Full Legal and Operational Requirements are met in these locations

### UNITED CONSULTING LABORATORY

United Consulting's Geotechnical and Materials Testing Laboratory occupies approximately 10,000 SF of space in our 60,000 SF, Norcross, Georgia headquarters. Our laboratory's work and facilities meet or exceed the requirements set forth in ASTM E 329, C 1077, and D 3740. Additionally, our laboratory has been a validated U.S. Army Corp of Engineers laboratory, since 2010.

### LICENSED AND REGISTERED NATIONWIDE

United Consulting licensed and registered in 35 states and continues to grow, with offices in Georgia, Alabama, Florida, Texas, and California.



UNITED  
CONSULTING



## TERMS AND CONDITIONS

### 1. SERVICES

The services provided by our company are intended for the sole benefit and use of Client, and no third party beneficiaries are contemplated. Any use of or reliance upon any information provided by our company, by a party other than the Client, shall be solely at the risk of said third party and without legal recourse against our company, or any person or entity affiliated with our company. Any subsequent user shall be expressly notified of this condition before being provided with our work product and our company shall receive advance notice of said use. Client shall indemnify our company for any damages or liability resulting, directly or indirectly, from the unauthorized use of our information or work product. In providing said services, our company will act in the capacity of an independent consultant

### 2. WARRANTY AND LIABILITY

A. **Standard of Care** - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. **Scope of Work** - Our company will not be obligated to perform services not authorized in a contract or work order. In the event that any additional, expanded or supplemental work is performed by our company, or in the event that the work performed by our company extends beyond the duration originally contemplated in the initial contract or work order, Client agrees that said work shall have conveyed a material benefit upon Client and that Client shall therefore be obligated to provide appropriate compensation to our company for such work. This latter condition shall apply even in circumstances in which such work has been performed without written authorization but with the knowledge, express or implied, of Client.

C. **Limitations of Liability** - It is agreed that Client will limit any and all liability for any damage resulting from or in any way related to the services under this Agreement from any cause or causes (which causes include but are not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, expressed or implied, of the Consultant or the Consultant's officers, directors, employees, agents and subconsultants) to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater, notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Client's written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration. The additional charge for the higher liability limits is because of the greater risk assumed. After appropriate evaluation, Client agrees that the limitations set forth in this paragraph are reasonable in light of the nature of the work to be performed by our company, the consequent risks to our company and the compensation to be provided for our company's services.

Under no circumstances shall the Consultant be liable to Client or those claiming by or through Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of

contractors to perform work in accordance with the plans and specifications. This paragraph is intended solely to limit the remedies available to the Client and those claiming by or through Client. Nothing in this paragraph shall require the Client to indemnify the Consultant for its liability to third persons not claiming by or through the Client for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consultant, its agent or employees, or Consultant's indemnitee.

D. **Indemnity** - The Client agrees to defend, indemnify, and hold our company harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by our company's performance of service hereunder and/or performance of any of our company's employees and agents, except for injury or loss caused by the negligence or willful misconduct of our company and/or any of its employees and agents.

E. **Claims** - The parties agree to attempt to resolve any dispute without resort to litigation. In the event that Client makes a claim against our company and/or any of its employees and agents, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client fails to prove such claim, then the Client shall pay all costs incurred by our company and/or any of its employees and agents in defending against the claim. Such costs include, but are not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses. Notwithstanding anything to the contrary in any written agreement or work order, Client agrees that our company shall not be required to submit to binding arbitration in any forum. However, our company may require that any dispute be submitted to mediation of a type to be negotiated in good faith between the parties. The costs of such mediation shall be shared equally between Client and our company.

F. **Environmental Liability** - Client agrees, to the maximum extent permitted by law, to defend, hold harmless and indemnify our company from any claims, liabilities or judgments relating to toxic or hazardous substances, except to the extent that said claims, liabilities and judgments shall be determined to be attributable to our company's sole negligence or willful misconduct. This indemnification clause shall apply, without limitation, to claims involving:

- \* Our company's management or handling of toxic or hazardous substances;
- \* Our company's alleged violation of Federal, State or Local statutes or regulations pertaining to toxic or hazardous substances;
- \* Allegations that our company's operations for Client are covered by the Resource Conservation and Recovery Act of 1976 as amended (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (CERCLA);
- \* Any third party suit or claim for personal injury or property damage arising from exposure to or release of toxic or hazardous substances from the project site.
- \* Any toxic or hazardous substance or waste existing on a portion of a work site not investigated or sampled by our company.



**3. INSURANCE**

Our company agrees to maintain statutory workers' compensation coverage, employer's liability, general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties. No insurance coverage shall be maintained or provided by our company for projects involving single-family residences. Our company shall not be required to add Client as an additional insured under our Professional Liability policy.

**4. NON-SUPERVISORY CAPACITY**

Our company shall not have any duty or authority to direct, supervise or oversee any Client personnel, contractors or subcontractors. Consultant's presence shall not relieve other parties of their responsibilities. Our company shall not be liable for failure of Client or contractors to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend our company against any claims arising out of such failures. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**5. PROTECTION OF PROPERTY**

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished to us or which were mislocated by a subsurface utility owner or a utility location service. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**6. GOVERNMENT PERMISSION; PROTECTED SPECIES**

It shall be the responsibility of the client to obtain any governmental clearances, approvals or permissions relating to the clearing or grading of a site, or any work to be performed by our company at a site. Our company shall not be responsible for any damages or liabilities arising from failure to obtain such clearances, approvals or permissions. Our company shall not be responsible for any damage to protected animal or plant species located at a work site.

**7. RIGHT OF ENTRY**

Unless otherwise specified, the Client will furnish our authorized representative and their equipment the right-of-entry to the job site to perform the work. Reasonable precautions will be taken

to minimize damage to the land from use of our equipment. If the Client desires us to restore the land, the cost will be added to the fee. Client shall be responsible for any damages or liabilities, including appropriate legal fees, arising from failure to provide an adequate right-of-entry prior to commencement of our services.

**8. FIELD MONITORING AND TESTING**

Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The Client further agrees that our company is not responsible for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials or assumes any responsibility or liability for placing or directing placement of materials. Our company shall not be responsible for work to be performed at or in relation to the work site without the presence and participation of one of our representatives.

**9. UNFORESEEN CONDITIONS**

Our company is not responsible for any conditions at the work site which were either different in some way from sample conditions, or were not reflective of a different sampling or evaluation time period. In the event that unforeseen conditions are encountered at a site which could significantly alter the scope and nature of our services, or increase the risk involved in providing such services, our company will attempt to promptly consult with client concerning the best course of action. Possible actions might include modifications to the Scope of Services or unilateral termination of the contract by our company. Our company will exercise its sole judgment where risks to our personnel are a consideration.

**10. SAMPLING OR TEST LOCATION**

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 or boring locations, described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the locations specified.

**11. SAMPLE DISPOSAL**

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**12. HAZARDOUS SUBSTANCES**

Client agrees to advise us prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated





shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment upon request.

**13. MOLD AND WATER INFILTRATION**

Our company shall not be responsible for any mold, mold-related or water infiltration matters, including any health or safety issues arising therefrom, except to the extent specifically and expressly set forth in the Scope of Services. Under no circumstances shall our company's mere presence at or involvement with a work site imply a responsibility for mold or water infiltration issues. Our company makes no warranties or guarantees as to the detection or assessment of mold, water infiltration or any health and safety issues arising therefrom. Client understands and acknowledges that any data or assessment relating to mold or water infiltration shall only be valid as to the specific time(s) and locations(s) referenced in our company's work product and that conditions may vary widely between times and locations.

**14. CLIENT DISCLOSURE AND RESPONSIBILITY**

Client agrees that our company has no responsibility, operational or otherwise, for a site at which hazardous substances or conditions are to be found. It is the sole responsibility of Client to disclose such substances or conditions to the appropriate Federal, State or Local public agency as required by law, and to make any other disclosures that may be necessary to prevent damage to human health, safety or the environment. Client agrees to make any such required disclosures in a timely manner.

**15. TERMINATION**

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as are necessary to place our files in order, to cease work in a safe and orderly fashion, and to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed 30% of all charges incurred to the date of the stoppage of work may, at our discretion, be made.

**16. DOCUMENTS**

All documents generated by our company pursuant to this contract shall remain the property of our company and shall not be shared with or distributed to third parties without the prior authorization of our company. Any third parties who use or rely upon such documents without prior authorization shall do so at their own risk and without liability to our company. Any authorization by our company for the use of our documents by a third party shall be expressly contingent upon the third party being bound by the same Terms and Conditions as Client. Our company may retain confidential file copies of all documents furnished to Client.

**17. INFORMATION FURNISHED BY CLIENT**

Client will supply our company with all information in Client's possession which may be necessary for the successful completion of the project. Our company may rely upon such information in completing its services under this agreement, but assumes no responsibility or liability for the accuracy of the information. Our company may retain copies of the client - supplied information in its files in order to support its report.

**18. OPINION OF COST**

All cost estimates supplied by our company in connection with potential environmental, geotechnical, construction-related or other work should be viewed as informal and nonbinding in

nature. Such estimates will be based on the experience of our company in dealing with similar work and are intended only to give an approximate idea of the scale and scope of the potential work. Actual costs may vary widely between projects.

**19. TESTIMONY AND DISCOVERY**

In the event that our company is required to provide testimony at a deposition, hearing or trial as a result of services provided to Client, or is compelled by law to provide information as part of the discovery process, and our company is not a party to the relevant claim or action, Client shall compensate our company for all reasonable expenses involved in the provision of such testimony or information. If our company is required to respond to a discovery request or subpoena relating, directly or indirectly, to our work for Client, our company shall be compensated therefore at our regular hourly rates for this type of response.

**20. PRIORITY OVER OTHER DOCUMENTS**

Client agrees that the present Terms and Conditions take precedence over any form of writings signed by the parties, including purchase orders, contracts, and work orders. Both client and our company acknowledge that such forms may be issued as a matter of convenience without superseding or affecting the applicability of these terms and conditions. Any ambiguity or conflict, actual or apparent, between these Terms and Conditions and any writing signed by or submitted to our company shall be resolved in favor of our Terms and Conditions.

**21. SURVIVAL**

All Terms and Conditions relating in any way to indemnification or the allocation of responsibility between the parties shall survive the completion of our company's services and the termination of this agreement.

**22. SEVERABILITY**

If any provision of this contract is found to be legally unenforceable, the remaining provisions shall remain in full force and effect.

**23. ASSIGNABILITY**

This agreement may not be assigned by either party without the express permission of the other party.

**24. CONSIDERATION**

Our company's charges for services rendered are hereby adjusted to reflect any consideration due to Client and Client hereby recognizes this adjustment.

**25. INTEGRATION**

This contract, and all exhibits and supplemental documents attached hereto, constitute the entire agreement between the parties. This agreement cannot be changed except in writing with the consent of both Client and our company.

**26. GOVERNING LAW**

This agreement shall be governed in all respects by the laws of the State of Georgia without reference to conflict of law provisions.

H:\Market\Fees & Terms\Terms & Conditions - New Format.docx

# AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Matthew Pate, Recreation & Parks Capital Projects Manager

Date: October 21, 2024 – City Council Meeting

Item: Ocee Park – Baseball Quad Lighting Replacements

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## Item Summary

Staff recommends authorizing a purchase order to Musco Sports Lighting, LLC in the amount of \$845,000 for the installation of LED lighting at Ocee Park's Baseball Quad and retaining a construction contingency in the amount of \$84,500. The recommended total construction expenditure of \$845,000 is within the \$850,000 Council set aside in FY25's Infrastructure Maintenance Accrual Fund project and the contingency will come out of RP2025 Parks Maintenance Materials Budget.

## Background

On March 14, 2023, Council adopted the Recreation and Parks Master Plan, which includes a Capital Improvement Plan to enhance the recreation and park system through a series of additions and improvements. Additionally, as part of the FY2025 Budget, Council allocated \$850,000 for Ocee Park's Baseball Quad light replacement.

## Update

Replacing the 20 (+) year-old halogen lighting to LED lighting utilizes the latest technology to minimize light spillage from the field and guarantee uniformity of the lighting levels to make the area safe for play. LED lighting lasts longer and is less expensive and time consuming to replace. MUSCO is also providing wireless connectivity upgrades that will allow staff to monitor and control the new lighting at the Quad via the internet.

In order to procure this construction contract, staff used an existing cooperative purchasing agreement with Sourcewell, which has established competitive pricing for local governments seeking to obtain field lighting through Musco Sports Lighting, LLC.

## Financial Impacts

Utilizing the cooperative purchasing agreement, the quote for materials and installation is \$845,000. Given the aging conditions of the existing poles and electrical systems (, etc.), staff recommends a 10% construction contingency of \$84,500. The recommended total construction expenditure is within the \$850,000 Council set aside for this lighting project and FY25 Parks Maintenance Accrual Funds. Any unused contingency would remain in the FY25 Maintenance Accrual Funds)



### Recommendation

Staff recommends authorizing the \$845,000 purchase order with Musco Sports Lighting, LLC and a construction contingency in the amount of \$84,500 for the installation of new LED lighting at the Ocee Park Baseball Quad.

### Next Steps

Currently, there is approximately a 3-month lead time for the lighting system. Our aim is to minimize any potential disruption to the start of the spring baseball season, there is a possibility of installation taking place in late January or early February 2025.

### Attachments

1. Ocee Park Lighting Retrofit Sourcewell Proposal

Ocee Park Lighting Retrofit – Johns Creek, GA  
August 30, 2024

Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell Purchase – Contract Number: 041123-MSL

**Quotation Price – Materials Delivered to Job Site and Installation**

**Lighting for Fields 1-4 per Design #223507B - ..... \$ 845,000.00**

*Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.*

**SportsCluster® system with Total Light Control – TLC for LED™ technology**

**System Description**

- Factory-wired poletop luminaire assemblies
- Factory-aimed and assembled luminaires, including BallTracker® technology
- Factory-wired and tested remote electrical component enclosures
- Pole length, factory-assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system

**On Field Performance – control to benefit players and fans**

- Guaranteed light levels
- BallTracker® technology – targeted aerial light optimizing visibility of the ball in play with no glare for players
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Reduction of spill light and glare by 50% or more

**Always Ready to Play – control assuring the results you expect**

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 10 years.

### ***Installation Services Provided***

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See attached scope of work

### ***Payment Terms***

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Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Attn: Musco Contracts  
Fax: 800-734-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All Purchase orders should note the following:**  
**Sourcewell Purchase – Contract Number: 041123-MSL**

### ***Delivery Timing***

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### ***Notes***

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples  
Georgia Sales Representative  
Musco Sports Lighting, LLC  
Phone: 706.870.2177  
E-mail: [rob.staples@musco.com](mailto:rob.staples@musco.com)

**Ocee Park  
Johns Creek ,GA  
Retrofit Scope of Work**

**Customer Responsibilities:**

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

**Musco Responsibilities:**

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. SportsCluster® poletop luminaire assembly on poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

**Subcontractor Responsibilities**

**General:**

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.

10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

### **Demolition:**

1. Disassemble and leave at owner designated location on site the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.
- 3.

### **Retrofit Musco Equipment to Existing Poles:**

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and  $\frac{5}{8}$  in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

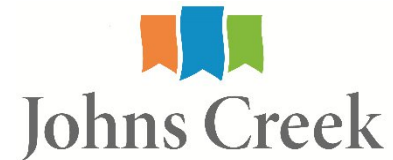
### **Electrical:**

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

### **Control-Link Control and Monitoring:**

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

# AGENDA REPORT



To: Honorable Mayor and City Council

From: Karen Negri, Risk Manager

Date: October 21, 2024 – City Council Meeting

Item: 2025 Risk Insurance Renewals

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## Item Summary

Staff recommends authorizing the City Manager to execute all documents necessary to bind Travelers to continue providing liability and property insurance coverage and to provide new workers' compensation insurance coverage. Travelers' liability and property insurance policies renewal quote of \$1,172,686 and the workers' compensation policy quote of \$470,560 can be fully funded by the \$1,843,959 appropriation in FY2025 Budget.

## Background

Risk Management is a division of the Human Resources Department and is charged with responding to claims of injury or property damage, addressing situations in which City property is damaged, evaluating loss exposure, and handling workers' compensation, auto, property, and general liability claims. One of the ways risk management proactively seeks to mitigate and control risk is by maintaining various insurance policies.

The City maintains general liability and property insurance policies, crime insurance, cyber insurance, automobile insurance, umbrella insurance (collectively referred to in this memo as "liability and property insurance policies"), and workers' compensation insurance. The annual renewal date for the liability and property insurance policies is November 30. The annual renewal date for the workers' compensation policy is January 1. Each year the City's liability and property loss exposures are reviewed to ensure the City's insurance policies are tailored to mitigate against our specific loss risk. Liability and property insurance premiums depend primarily on payroll, previous loss records, employee counts in public safety departments, and equipment costs.

Prior to the renewal of property insurance each year, the City's Risk Manager works with each department to update the list of properties, automobiles, fixtures, materials, and other insurable assets, resulting in additions to and removals from the master list of exposures. Once the master list of exposures is refined, the Risk Manager confirms the value of our assets to ensure the insurance coverage is sufficient to cover the City's specific loss risk. Since the last policy renewal, the City's physical assets have grown to include seven public safety vehicles, public art installations, a pedestrian bridge, a public playground, and a maintenance shop.

Workers' compensation insurance premiums primarily depend on the number of employees, hours worked, payroll review (including overtime), and personnel classifications. Risk Management has undertaken a complete review of these variables in an effort to secure the most competitive premiums available.



#### Update

Based on Risk Management's efforts as described above, the City's broker solicited proposals for the City's liability and property insurance needs from Travelers, Liberty Mutual, and Wright Specialty. The renewal quote from Travelers is \$1,172,686 which represents an increase of \$153,141 or 15% which was anticipated given the market conditions and the items added to the City's portfolio of assets. Liberty Mutual declined to make a proposal as it already insures several area entities and does not want to add additional exposure. Wright Specialty also declined to make a proposal as it typically insures smaller entities in rural areas.

Also based on Risk Management's efforts described above, the City's broker solicited proposals for the City's workers' compensation insurance from BITCO, Travelers, and AIA. The renewal quote from BITCO's was \$603,092 which would represent an increase of \$132,532 or 28%. Travelers workers' compensation insurance proposal is \$470,560 and AIA's is \$451,035. Given the significant cost differential between the workers' compensation proposals, staff further evaluated all three. The City has previous experience using Travelers for workers' compensation and they did meet the needs of the City. The City had moved away from Travelers after receiving an extremely competitive quote from BITCO. The City does not have experience with AIA but in review they appear to be a more boutique firm with adequate services but lacking the technology and customer service programs of a larger firm like Travelers.

#### Financial Impact

The adopted FY2025 Budget appropriated \$1,843,959 for the City's insurance policy premiums, which is sufficient to cover the cost of these services.

#### Recommendation

Staff recommends accepting Travelers' renewal quote for the City's liability and property insurance policies for \$1,172,686 and its \$470,560 workers' compensation quote. Staff recommends moving from BITCO back to Travelers over AIA due to Travelers' superior technology and customer service program as well as its existing relationship with the City via other insurance policies. Also, BITCO's renewal quote of \$603,092 is \$132,532 higher than Travelers' renewal quote.

#### Next Steps

To meet the requirements of House Bill 451, which requires Post Traumatic Stress Disorder (PTSD) coverage for all First Responders starting January 1, 2025, staff is working with our broker to receive quotes for coverage. The coverage is anticipated to be less than \$100,000 (and within the City Manager's signing authority) and the costs can be covered by the savings from transitioning workers' compensation insurance providers as described above.

# AGENDA REPORT

To: Honorable Mayor and City Council

From: Mark J. Mitchell, Chief of Police

Agenda: October 21, 2024 – City Council Meeting

Item: Amendment of the Johns Creek And Forsyth (JCAF) Narcotics Task Force Memorandum of Understanding

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## Item Summary

Staff recommends the amendment of the Johns Creek And Forsyth (JCAF) Narcotics Task Force Memorandum of Understanding.

## Background

The Johns Creek and Forsyth (JCAF) Drug Task Force was founded in 2018 and is responsible for conducting investigations, planning operations, and maintaining records concerning organized crime, vice, narcotics, community concerns, and street-level crimes. In addition, the task force coordinates with the Police Department Criminal Investigations Division with burglaries, robberies, entering auto, and auto theft when requested.

## Update / Recommendation

The updated verbiage to the amended MOU includes the addition of the City of Milton Police Department as a member of the team and name change of the task force to the Lanier Regional Drug Task Force. Board members have discussed the different dynamics involved with the addition of Milton P.D. and have a plan in place to make certain all participating entities have equal coverage as it relates to narcotics/vice investigations.

Additionally, the change of the name allows for a regional identification of the task force, eliminating the need to amend the name again in the future if other Law Enforcement departments join the narcotics team.

## Financial Impacts

Each City/County is responsible for the training, equipment and compensation for their respective personnel. Costs for the Johns Creek Police Department members for training, equipment, and compensation are appropriately included in the FY2025 Budget. Renewing the MOU presents no new financial impacts for the City.

## Attachments

1. Proposed new JCAF MOU

# **MEMORANDUM OF UNDERSTANDING**

**INTERAGENCY AGREEMENT FOR CRIMINAL INVESTIGATIONS, ILLEGAL DRUG INVESTIGATIONS, VICE TYPE INVESTIGATIONS, INTELLIGENCE GATHERING AND SHARING, AND SURVEILLANCE OPERATIONS FOR FORSYTH COUNTY, GA; DAWSON COUNTY, GA; CITY OF JOHNS CREEK, GA; AND CITY OF MILTON, GA.**

## **PURPOSE**

The Forsyth County, GA Sheriff's Office; the Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department have agreed to form a Task Force to evaluate and handle complaints; investigate violations of criminal law(s); investigate the possession, use, abuse, and sale of illegal drugs; investigate violations of vice type crime and laws; conduct surveillance operations; gather and share intelligence; and prosecute offenders through mutual-aid and terms of this Interagency Agreement within the respective jurisdictions.

It is incumbent on the Forsyth County, GA Sheriff's Office; Dawson County, GA Sheriff's Office; the City of Johns Creek, GA Police Department; and the City of Milton, GA Police Department to identify resources to staff, manage, and support the successful operations of the Task Force.

## **SECTION I**

The JCaF (Johns Creek and Forsyth) Task Force name will change to "Lanier Regional Drug Task Force" effective October 1, 2024. The Lanier Regional Drug Task Force is hereby formed by agreement of the Chief Law Enforcement Officials of the following Law Enforcement Agencies:

1. Forsyth County, GA Sheriff's Office
2. Dawson County, GA Sheriff's Office
3. City of Johns Creek, GA Police Department
4. City of Milton, GA Police Department

Membership in this Task Force is open to any agency voted on and approved by the Board of Directors. Associate membership in the Task Force is authorized for other local, state, or federal entities as approved by the Board of Directors.

The District Attorney of Forsyth County, Dawson County, and Fulton County, or their designee, shall sit on the board in a non-voting capacity to provide assistance to the Board.

Agents assigned to the Task Force shall be sworn as a Deputy Sheriff in Forsyth County, GA; Dawson County, GA; and Fulton County, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions. In addition, Agents shall be sworn as a law enforcement officer in the City of Johns Creek, GA and city of Milton, GA to assist in legal authority to perform actions related to criminal investigations outside of their primary jurisdictions.

## **SECTION II**

The Chief Law Enforcement Officials, of the aforementioned law enforcement agencies, shall comprise the Board of Directors of the Task Force and shall direct the operation of said Task Force. The head of any other approved law enforcement entity shall assume a seat on the Board of Directors once approved by the sitting Board of Directors. The addition of new agencies shall create a need for a new quorum to be established. Sheriff Ron Freeman (Forsyth County, GA Sheriff's Office) shall serve as the Chairman of the Board of Directors at the inception of the Task Force; and at the first meeting the Board of Directors may elect a vice-chair and secretary at their discretion. The Board of Directors shall convene quarterly as announced by the Chairman, or his/her designee, at least one week prior to the meeting.

Other meetings will be held at a time and location specified by the Chairman, or his/her designee, upon adequate notice to the other Board Members. Attendance by two members of the Board of Directors shall constitute a quorum and are authorized to conduct business on behalf of the entire Board of Directors, with the exception of real estate transactions which shall require all members to be present.

Due to the complexity of schedules maintained by the Board of Directors members, it shall be allowable for the Chairman to call for an e-vote by means of email on items deemed time sensitive.

## **SECTION III**

Each Member Agency or Office shall maintain all seizures and forfeitures occurring within the jurisdiction of the Agency or Office. Seized funds shall be deposited into the existing State Asset Seizure Fund accounts of the Agency seizing funds.

Seizures and asset forfeiture shall be distributed pursuant to OCGA §9-16- 19(t) or any amendment thereto. The Task Force shall distribute funds paid to the Task Force pro rata to each Member Agency of the Task Force. All payments shall be disbursed by the Task Force to Member Agencies within 45 days of receipt of distributions to the Task Force. Any seizure made outside of an Agency or Office's home jurisdiction will be made at the discretion of the Task Force commander and shall result in any award being placed into

the existing State Asset Seizure Fund of the Forsyth County Sheriff's Office where upon final award, the amount will be split evenly between the Task Force agencies once prosecutorial and miscellaneous fees and awards are deducted.

Seizures made by the originating agency in their respective jurisdiction which were not the proximate result of a Task Force investigation are the sole discretion of the originating agency as to any sharing. The acceptance of new member agencies into the Task Force will require unanimous approval of a new sharing percentage.

Should seizures occur as contemplated and authorized by the Official Code of Georgia Annotated, civil proceedings required for the forfeiture shall be handled under the authority of the District Attorney or their designee. An Agent / Officer / Deputy assigned to the Task Force shall investigate and handle any administrative matters, including preparation of documents, to ensure that all seizures and forfeitures are handled and adjudicated according to law and the policy and practice of the affected District Attorney's Office. Any applicable fees will be paid from the proceeds provided in O.C.G.A. 16-13-49.

#### **SECTION IV**

The Lanier Regional Drug Task Force will operate combined narcotics, vice, and intelligence units within the Task Force. Lieutenant Michael McCarron (Badge# 2416) of the Forsyth County, GA Sheriff's Office is designated as the Lanier Regional Drug Task Force Commander and shall report to the Board regarding official Task Force business. The Task Force Commander may communicate with the Board of Directors in-person or by email. Task Force supervisors will be designated by the Task Force Commander and approved by the Board of Directors. The total number of agents, administrative assistants, or analysts assigned to the Task Force will be determined at the discretion of the Chief Law Enforcement Officer of each member agency.

#### **SECTION V**

Once constituted, the Board of Directors will establish written policies and procedures for the Lanier Regional Drug Task Force and shall ensure that such policies and procedures are provided to each member of the Board of Directors and each employee of the various agencies assigned to the Task Force. The Board of Directors shall review the written policies and procedures at such time as may be required for the successful operation of the Task Force and make modifications deemed appropriate or necessary by the Board of Directors.

Whenever a Task Force Agent / Officer / Deputy is working pursuant to this agreement, the Task Force Agent / Officer / Deputy shall abide by and be subject to the policies and procedures of the Task Force and the direction of a Superior Task Force Agent / Officer / Deputy. In the absence of applicable Task Force policy or procedure, or if such policy or

procedure, or directive conflicts with the rules, regulations, personnel policies, general orders, and standard operating procedures of their own employer, then such rules, regulations, personnel policies, general orders, and standard operating procedures shall control and supersede Task Force policy, procedure, or direction.

## **SECTION VI**

The nature and scope of a narcotics / vice type unit requires specialized equipment for agents to properly be outfitted to perform the job requirements. Each agency agrees to procure the specialized equipment such as, but not limited to, appropriate outer body armor with task force identification, appropriate firearm(s), appropriate firearm holster and taser holster, appropriate duty gear, appropriate cellular telephone, appropriate laptop computer, suitable agency assigned vehicle, and other task force items as deemed necessary by the Board of Directors.

## **SECTION VII**

Any member of the Board of Directors of the Lanier Regional Drug Task Force can opt out of this agreement and participation in the Task Force by submitting a notice to separate or resign to the Board of Directors for action. The Board will act on any notice submitted in writing upon receipt of notice provided the notice is submitted at least ninety (90) days prior to the intended withdrawal from the Board of Directors and/or Task Force. All financial obligations, less previously approved lease agreements, shall terminate upon the expiration of the 90 days or specified resignation date.



## MEMORANDUM OF UNDERSTANDING

### SIGNATURE PAGE

\_\_\_\_\_  
Sheriff, Forsyth County, GA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff, Dawson County, GA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police, City of Johns Creek, GA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Johns Creek, GA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police, City of Milton, GA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Milton, GA

\_\_\_\_\_  
Date



## September Highlights

### Strategic Priorities: Recreation & Parks

## Community enjoys Pup-a-Palooza, Literary Fair



It was a tail-wagging good time at the City's annual puppy party, Pup-a-Palooza, at Newtown Park. Dogs (and their owners!) enjoyed



treats, music, activities, visiting pet-related vendors, and we celebrated the Best Dressed Dog and Best Dog Trick winners.



The Literary Fair featured nationally recognized award winners, lawyers-turned-authors, local writers, and more.

### Strategic Priorities: Economic Development

## City hosts AI + You event



More than 40 attendees explored the transformative world of Artificial Intelligence (AI) during the AI + You event, providing an opportunity to learn



how AI can impact daily lives and work. The event featured a presentation by Center for AI Learning at Emory University Foundation Director Dr. Joe



Sutherland, who provided insights on AI's impact on the future and a glimpse at how these technologies can be used for potential personal, work, and other uses.

### Strategic Priorities: Public Safety

## Johns Creek named #2 Safest City



Johns Creek has been named the #2 Safest City in America in 2024 by Safewise.com, which reflects the City's commitment to public safety. This recognition

underscores its effective law enforcement programs, low crime rates, and strong community engagement initiatives. The vibrant neighborhoods, excellent schools, and abundance of recreational opportunities further contribute to Johns Creek's reputation as a desirable place to live, making it not only safe but also a welcoming community.

### Strategic Priorities: Public Safety

## JCPD receives CALEA Accreditation



The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) awarded the Johns Creek Police Department the prestigious Advanced Law Enforcement Accreditation. This is the fifth consecutive National Accreditation award since the department's inception, recognizing Johns Creek Police for continuing to meet the highest professional standards of public safety.

# September Department Stats

1,800

linear feet of stormwater  
pipe cleaned



229

building permits received

213

permits issued



392

fire incidents

139

hydrants inspected



596

court cases

603

court cases disposed



78% of all 2024  
Stormwater bills have  
been processed by the  
Finance Department

## Department Updates



### Police

- Attended the Law Enforcement Executive Development Seminar
- Hosted a Nutrition, Mental Health resiliency, and physical wellness assessment training day for JCPD staff
- Hosted the Teen Driving Safety class at City Hall



### Fire

- Provided numerous educational classes including CPR
- Crews reviewed extrication techniques on vehicles
- Hired three new firefighters: Cody Brown, Kevin Minor, and Mason Greer

Both JCPD & JCFD participated in the Patriot Day Commemoration event and activated the Emergency Operations Center at City Hall during Hurricane Helene

### Community Development

- Participated as a session speaker, presenting on the Town Center, with the City Manager and Public Works Director at the 2024 ICMA Conference in Pittsburgh

### Municipal Court

- 103% Court clearance rate
- Court successfully disposed 92% of its scheduled cases
- Thirty young adults enrolled in the Municipal Court DRIVE program with 30 successfully completing the program in September

### Public Works



- Continued construction of the Rogers Bridge Road and Bell Road trail project
- Awarded construction of the Town Center Pedestrian Tunnel
- Began engineering on the Medlock Bridge Rd at State Bridge Rd intersection project

### Recreation & Parks



- Hosted Summer Concert featuring Face to Face (Billy Joel & Elton John Tribute Band) with approximately 3,000 attendees
- Yoga and quigong classes for seniors started at Park Place



**Land Use Petition: RZ-24-0006 & VC-24-0004**  
**Public Participation Meeting: August 1, 2024**  
**Planning Commission Meeting: October 1, 2024**  
**City Council Meeting: October 21, 2024**

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<b>PROJECT LOCATION:</b>	5150 Abbotts Bridge Road
<b>DISTRICT/SECTION/LAND LOT:</b>	1st District, 1st Section, Land Lot 229 & 230
<b>ACREAGE:</b>	0.87 acres
<b>CURRENT ZONING:</b>	AG-1 (Agricultural District)
<b>PROPOSED ZONING:</b>	R-4 (Single-Family Dwelling District)
<b>COMPREHENSIVE PLAN COMMUNITY AREA DESIGNATION:</b>	Johns Creek North
<b>APPLICANT:</b>	5150 ABR LLC Contact: Shawn Dhanani 1475 Buford Drive, Suite 403-121 Lawrenceville, GA 30043
<b>OWNER:</b>	5150 ABR LLC 1475 Buford Drive, Suite 403-121 Lawrenceville, GA 30043
<b>PROPOSED DEVELOPMENT:</b>	Single-family detached residential subdivision with two lots at a density of 2.29 units per acre with a concurrent variance to eliminate the 10% common open space requirement.
<b>STAFF RECOMMENDATION:</b>	<b>Approval with Conditions</b>
<b>PLANNING COMMISSION RECOMMENDATION:</b>	<b>Approval with Conditions</b>

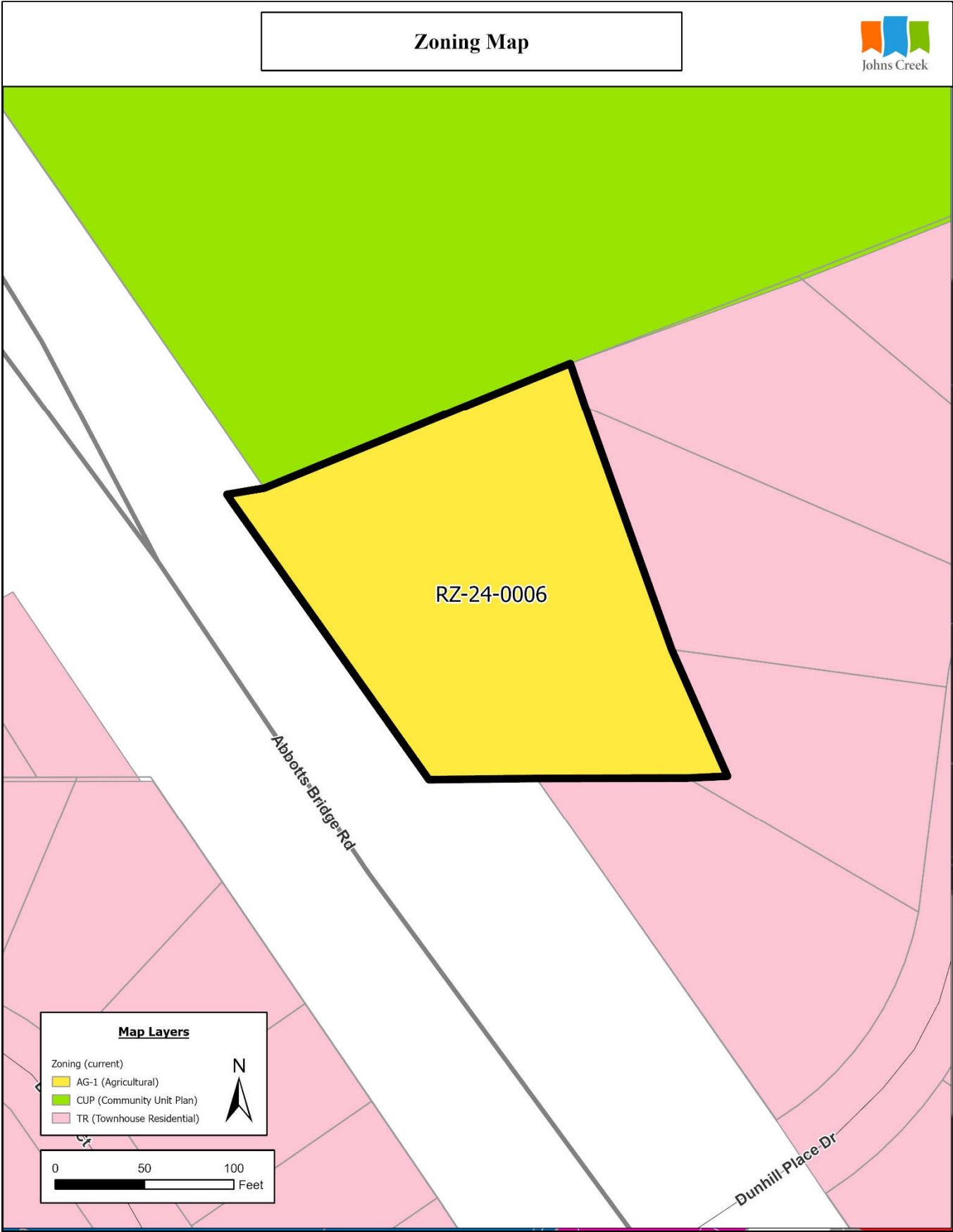




Aerial Map









## PROJECT OVERVIEW

### Location

The subject property is a 0.87-acre parcel located 0.3 miles southeast of the intersection of Jones Bridge Road and Abbotts Bridge Road. The property is bounded by The Estates at Johns Creek apartments to the north, Abbotts Cove subdivision to the east and south, and Abbotts Bridge Road to the west.

### Background

The site is zoned AG-1 (Agricultural District) and is currently vacant. It was previously improved with a two-story residential building and two curb cuts off Abbotts Bridge Road. The residential structure was demolished earlier this year, upon obtaining a demolition permit from the City. The topography of the site generally slopes downward from the west towards the east.



### Rezoning and Concurrent Variance Requests

The applicant is requesting to rezone the subject property from AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District) to develop two, single-family detached residential dwelling units, at a density of 2.29 units per acre. A concurrent variance is requested to eliminate the 10% common open space requirement.

### Site Plan

The site plan shows the required 40-foot landscape strip along Abbotts Bridge Road (in green), with the development accessed by a single right-in/right-out curb cut connecting to the driveways of the two lots. The applicant proposes a minimum lot area of 17,000 square feet and a minimum heated floor area of 3,500 square feet, which would exceed the minimum requirements established for the R-4 zoning district.

The Applicant has proposed individual underground stormwater facilities (in blue) to manage stormwater runoff on each lot.



### Elevations

The submitted elevation indicates a modern architectural style, 2-story single-family detached home with a side entry, three-car garage. The exterior building materials are shown to consist of brick veneer, and glass.



### Public Participation

As part of the required land use petition process, property owners within one-quarter mile of the subject property were mailed notices in July 2024 for the public participation meeting. The meeting was held at the City Hall Council Chambers on August 1, 2024, and only one resident attended the meeting with the concern about the deteriorating condition of the existing perimeter fence on the property.

### STANDARDS OF REZONING REVIEW

#### 1. Will the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The residential uses adjacent to and nearby the subject property maintain higher densities with smaller lot sizes. The proposed use at a density of 2.29 units per acre would be suitable in light of similar residential uses found in the area.

Adjacent & Surrounding Properties	Zoning (Rezoning Number)	Land Use	Residential Density (Units/Acre)	Minimum Lot Size (SF)
Application	Proposed: R-4	Single-Family Dwelling	2.29	17,000
Adjacent: East	TR Conditional (Z-86-160, M-87-082)	Single-Family Dwelling (Abbotts Cove)	3.07	7,500
Adjacent: North	CUP Conditional (Z-85-085)	Commercial Multifamily (The Estates at Johns Creek)	10	N/A
Nearby: Southwest	TR Conditional (Z-88-201)	Single-Family Dwelling (Abbotts Landing)	3.75	7,000
Nearby: Northwest	TR Conditional (RZ-13-008)	Single-Family Attached Dwelling (Abbotts Square)	7.26	2,000

**2. Will the proposal adversely affect the existing use or usability of adjacent or nearby property?**

The proposed development at a density of 2.29 units per acre with a minimum lot size of 17,000 square feet is consistent with the surrounding residential communities and will not adversely affect the existing use or usability of surrounding properties.

**3. Does the subject property have a reasonable economic use as currently zoned?**

The property appears to have a reasonable economic use as currently zoned.

**4. Will the proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

The proposed development is expected to generate 40 daily trips, including 5 trips in the morning peak hour and 3 trips in the evening peak hour. Fulton County Public Works has confirmed adequate water and sewer capacity is available to service the proposed development. The Fulton County School Board does not provide comments for residential developments with fewer than 5 units.

The proposed development would not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

**5. Is the proposal in conformity with the policy and intent of the Comprehensive Plan including the land use element?**

The subject property is located in the Johns Creek North Community Area and the Comprehensive Plan's future land use map for the area indicates "Residential – 3 units or less" for the subject property. With the density at 2.29 units per acre, the proposal aligns with the Comprehensive Plan's vision of new infill housing developments being limited to single-family detached homes at three units per acre. The proposal as requested would be found to be in conformity with the policy and intent of the Comprehensive Plan.

**6. Do existing or changed conditions affecting the use and development of the property give supporting grounds for either approval or disapproval of the proposal?**

There are no conditions giving support for approval or disapproval of the proposal.

**7. Does the zoning proposal permit a use which can be considered environmentally adverse to the natural resources, environment, and citizens of the City of Johns Creek?**

The environmental site analysis indicates that the site does not contain any environmentally sensitive features. The Applicant is proposing a flow well on each lot to comply with the City's stormwater and runoff reduction requirements for the proposed development.

**CONCURRENT VARIANCE ANALYSIS**

The Applicant is requesting a concurrent variance, VC-24-0004, to eliminate the common open space requirement. Section 12.E.3.A.1. of the Zoning Ordinance requires R-4 zoned property to have a minimum of 10% of the subject property designated as common open space. The intent of the common open space requirement is to enhance the overall quality of life and foster a sense of community, typically for a multi-lot residential subdivision and not specifically intended for a two-lot development. Although a separate common open space area would not be created, each lot individually would have over 25% open space in the rear yard. Staff is of the opinion that the request, if granted, would be in harmony with the general purpose and intent of the Zoning Ordinance.

## **STAFF AND PLANNING COMMISSION RECOMMENDATIONS**

Based upon the findings and conclusions herein, Staff recommends **APPROVAL WITH CONDITIONS** of land use petition, RZ-24-0006, and concurrent variance, VC-24-0004. At the October 1, 2024 public hearing, the Planning Commission recommended **APPROVAL WITH CONDITIONS** of land use petition, RZ-24-0006 and concurrent variance, VC-24-0004 with the conditions presented by staff:

1. The subject property shall be limited to two single-family detached residential dwellings at a maximum density of 2.29 units per acre.
2. The site shall be developed in general accordance with the site plan received and date stamped by the City of Johns Creek on July 2, 2024. Said site plan is conceptual, and the final site plan must meet or exceed the land development regulations and zoning conditions prior to the approval of a land disturbance permit.
3. Exterior elevations shall be constructed primarily of at least 75% brick or stone on all sides. Accent materials may be stucco, board and batten siding, and/or fiber-cement siding. Final elevations shall be substantially similar to the elevations received and date stamped on July 2, 2024, subject to the review and approval of the Community Development Director, prior to issuance of a building permit.
4. The minimum heated floor area for each dwelling shall be 3,500 square feet.
5. The minimum lot area shall be 17,000 square feet.
6. Eliminate 10% open space requirement (VC-24-0004).
7. Owner/Developer shall install a black aluminum ornamental fence along the entire property frontage of Abbotts Bridge Road with 6-foot-high brick or stacked stone columns. Final fence design and location shall be subject to review and approval of the Community Development Director.
8. Owner/Developer shall be limited to one right-in/right-out curb cut on Abbotts Bridge Road, as shown on the site plan received and date stamped on July 2, 2024. The location of the curb cut is subject to sight distance, spacing requirements, and approval of the Public Works Director. No direct access shall be provided to any individual lots on Abbotts Bridge Road.
9. Owner/Developer shall restore and/or add the 10-foot sidewalk/trail along the entire frontage of Abbotts Bridge Road that is modified to accommodate the development. The improvements to account for the modification along the frontage of Abbotts Bridge Road shall be reflected in the approved land disturbance permit.
10. Owner/Developer shall submit a stormwater concept plan prior to the submittal of a land disturbance permit application.



Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



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**June 24, 2024**

**City of Johns Creek Planning and Zoning  
11360 Lakefield Drive  
Johns Creek, GA 30097**

**Re: letter of Intent – Rezoning  
5150 Abbotts Bridge Rd  
Johns Creek, GA 30005**

Dear Sir or Madam,

Please allow this letter to serve as a request for the rezoning of the property at 5150 Abbotts Bridge Rd in Johns Creek, GA from AG-1 (Agricultural) to R-4 (Single Family Dwelling). We are requesting to subdivide the parcel into two parcels to build two single family residential homes under the R-4 zoning. Each parcel will be approximately 0.40 acre in size. Both homes will be 2-story in height plus the basement. The estimated heated floor area for each home is 3,500 square feet or greater. There will be a shared driveway entering from Abbotts Bridge Road which will split towards the individual units as depicted on the site plan. We are requesting a concurrent variance to eliminate the 10% open space requirement under section 12.E3 subsection A. Each lot is much larger than the required R-4 lot and will include a large back and side yard. This area will serve as open outdoor space for each lot.

The Comprehensive Land Use Plan designates this parcel for 3 or fewer residential unit development. We are requesting 2 residential units for this parcel of land. Two custom homes would maintain the intent of the comprehensive land use plan. Both homes will be on Fulton County public water and sewer. Sewer and stormwater easements are recorded with the City of Johns Creek under the final plat of Abbotts Cove neighborhood.

All necessary setbacks will be maintained, and proper erosion control measures set in place to protect any sediment run-off during the development. The land and vertical building developer will be Simple Design Development LLC. They are a custom home builder who have developed various custom homes and neighborhoods in the state of Georgia. Some of these cities include Suwanee, Smyrna, Douglasville, and Sandy Springs. Two beautifully designed custom homes will be built on site for sale.

The current site is in a rough state with various debris, dilapidated fence, abandoned driveway/slab and some logs from previously cut down trees. The grade of the site is ideal for two basement residential homes. Soil will be imported to fill around the East side of the





property (front) and for backfill as needed to create a gentle slope around the basement foundation walls.

### **Constitutional Objections**

The portions of the Code of Ordinances and Zoning Ordinance for Johns Creek (the “Zoning Ordinance”) which classifies or conditions the Property into any more or less intensive zoning classification and/or zoning conditions other than as requested by the Applicant and property owner are unconstitutional, in that they would destroy the Applicant's and property owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States. The application of the Zoning Ordinance which presently restricts the Property's use to the present zoning classification, uses, regulations, requirements, and conditions is unconstitutional, illegal, null and void, and constitutes a taking of the Applicant's and the property owner's property rights in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States by denying economic and viable use of the Property while not substantially advancing legitimate state interests.

The Property is presently suitable for R-4 zoning as proposed in the requested rezoning, as amended by the Applicant, and is not economically suitable for uses restricted under its present zoning and development classification, conditions, regulations, and restrictions due to its location, shape, size, surrounding development, and other factors. A denial of the requested rezoning and related variances would constitute an arbitrary and capricious act by Johns Creek and the City council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment. A refusal by Johns Creek and the City council to approve this requested rezoning, with only such additional conditions as agreed to by the Applicant and/or owner, so as to permit the only feasible economic use of the Property, would be unconstitutional between the Applicant, owner, and similarly situated property owners, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment.





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### **Conclusion**

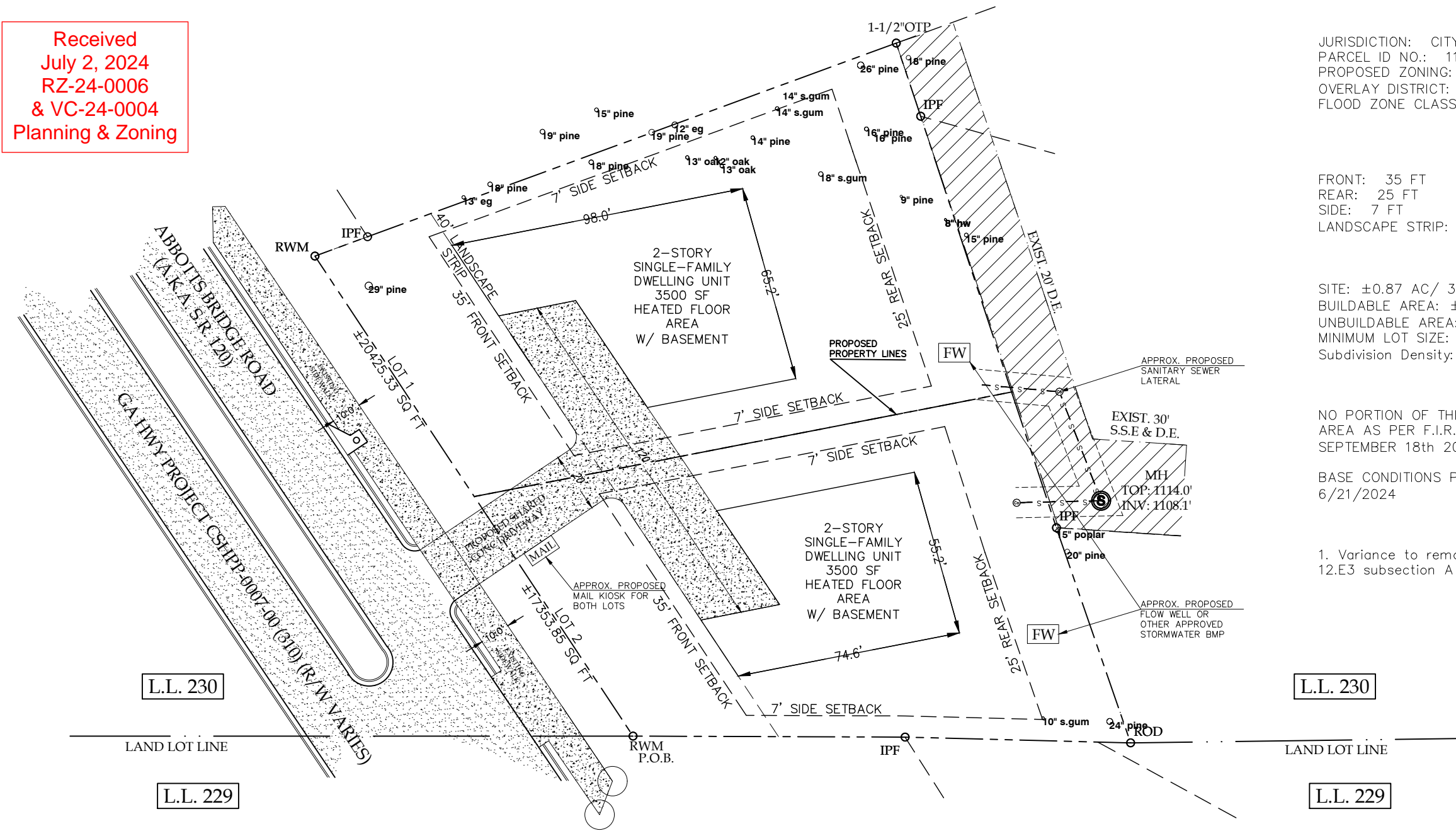
The applicant and owner respectfully request that the Johns Creek City council, Planning Staff approve and support the Applicant's rezoning request to allow for the development of two new, single-family detached homes. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Please contact Shawn Dhanani at 678-697-2914 or [simpledesignga@gmail.com](mailto:simpledesignga@gmail.com) with any questions.

Sincerely,

Sohel "Shawn" Dhanani  
Developer/Builder  
5150 ABR LLC

Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



SITE INFORMATION

JURISDICTION: CITY OF JOHNS CREEK  
PARCEL ID NO.: 11 055002300102  
PROPOSED ZONING: R-4 SINGLE-FAMILY DWELLING  
OVERLAY DISTRICT: N/A  
FLOOD ZONE CLASSIFICATION: X

SETBACK & BUFFERS  
BUILDING SETBACKS

FRONT: 35 FT  
REAR: 25 FT  
SIDE: 7 FT  
LANDSCAPE STRIP: 40 FT (ALONG ABBOTTS BRIDGE ROAD)

SITE AREA CALCULATIONS

SITE: ±0.87 AC/ 37,779.18 SF  
BUILDABLE AREA: ±0.69 AC/ 29933.18 SF  
UNBUILDABLE AREA: ±0.18 AC/ 7846.00 SF  
MINIMUM LOT SIZE: 9000 SF  
Subdivision Density: 2 LOTS/0.87 AC ≈ 2.30 lots per acre

BASE INFORMATION

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. MAP NO. 13121C0087 F, DATED SEPTEMBER 18th 2013, ZONE "X".

BASE CONDITIONS PROVIDED BY SAWHNEY ASSOCIATES, DATED 6/21/2024

PROPOSED VARIANCES

1. Variance to remove 10% open space requirement under section 12.E3 subsection A of the City of Johns Creek building ordinance

NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS SURVEY IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

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REZONING SITE PLAN

FLOOD NOTE:  
THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS AS PER COMMUNITY PANEL NO. 13121C0087 F, DATED SEPTEMBER 18th 2013, ZONE "X".

PREPARED FOR:		GRAPHIC SCALE		ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
Simple Design Development LLC				
5150 Abbotts Bridge Rd, Johns Creek, GA 30005				
0.87 ACRES	LAND LOT: 230	DATE: 06/21/24		
	DISTRICT: 1ST	SCALE: GRAPHIC		
	COUNTY: FULTON	JOB NO.: 2463 REV.2		
SAWHNEY & ASSOCIATES 523 HASTINGS WAY JONESBORO GA 30238 PH.# (678)478-6857				







Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



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### **ENVIRONMENTAL SITE ANALYSIS (ESA) FORM**

- 1. CONFORMANCE WITH THE COMPREHENSIVE PLAN. Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.**

The current site is a 0.869 acre cleared lot on Abbotts Bridge Road with an abandoned driveway. This driveway previously served the demolished house. There is a lot of debris on the land and a dilapidated fence around the property. The site is surrounded by residential homes.

North of the property is Cortland Johns Creek multi-family neighborhood. East of the property is Abbotts Cove single-family residential development. The site is neighbored by residential developments. The two proposed residential lots will conform with the comprehensive plan for the City of Johns Creek for single family residential development. The lot sizes are also consistent with the adjacent residential neighborhoods.

Future land use for this parcel is designated for residential development 3-units or less. We are requesting 2-units for this parcel which adheres to the future land use plan.

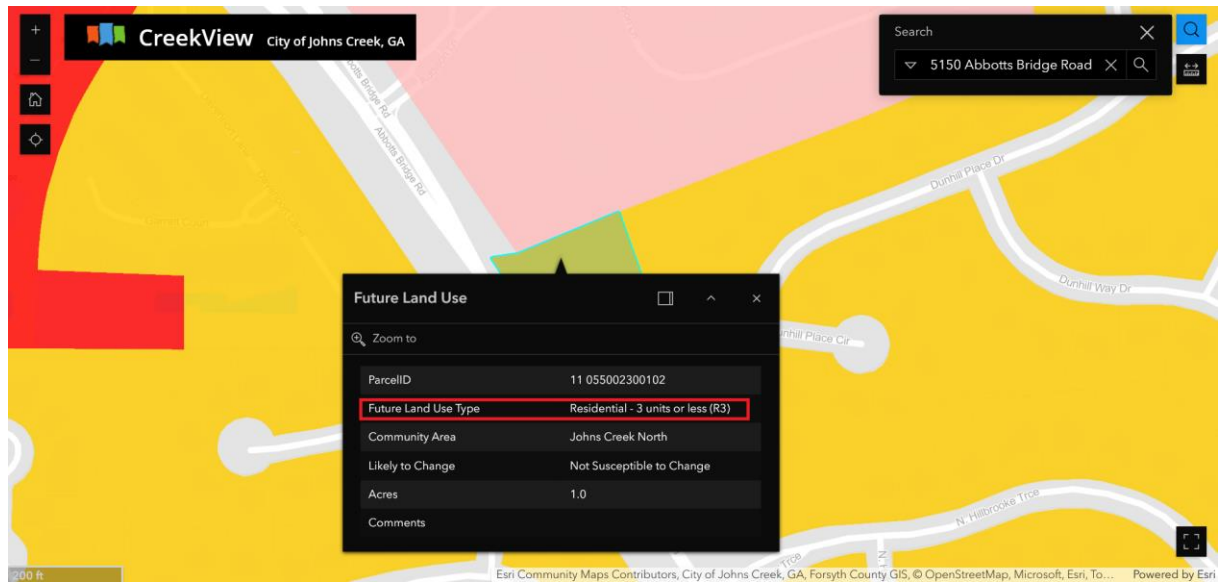
**Describe how the project conforms to the Comprehensive Land Use Plan. Include the portion of the Comprehensive Plan Land Use Map which supports the project's conformity to the Plan. Evaluate the proposed project with respect to the land use suggestion of the Comprehensive Plan as well as any pertinent Plan policies.**

The proposed project will be to split the current 0.869 acre lot into two lots approximately 0.43 acres each under the R-4 zoning. Two single-family homes will be built on each of the lots. There will be a shared driveway with one access from Abbotts Bridge Road. All utilities will be underground. There will be a 40ft front landscape strip setback on Abbotts Bridge Road. The rear, side, and front setbacks will be maintained to minimize any impact to the neighboring properties under the R-4 zoning.

Rezoning to R-4 conforms with the city of John's Creek comprehensive plan and future land use type (refer to the land use map below). The two residential lots will be similar in size to the adjacent neighborhood at Abbotts Cove.

Community area guidelines for this parcel are designated for single-family detached units up to three units/acre and three stories in height. This rezoning request for two single-family detached units does conform with the community area guidelines.





## 1. ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT.

- A. **WETLANDS:** NONE, per U.S. Fish and Wildlife Service National Wetlands Inventory online map.
- B. **FLOODPLAINS:** NONE, according to FEMA.
- C. **STREAMS/STREAM BUFFERS:** NONE, there are no streams within 100ft of the property boundary.
- D. **SLOPE EXCEEDING 25% OVER A 10-FT RISE IN ELEVATION:** Yes, there are some areas of the site that have this elevation difference. This elevation difference is ideal for a house with a basement which is what we are proposing for these two lots. The slope elevation will be filled, graded and stabilized during development.
- E. **VEGETATION:** The area was cleared by the previous owner and does not currently have much vegetation on the buildable area. See site plan/survey.
- F. **WILDLIFE SPECIES (INCLUDING FISH).** There are no streams and most of the trees have been cut down by the previous owner. The previous structure has also been demolished. The current site conditions will not have any major impact on wildlife species (including fish).
- G. **ARCHEOLOGICAL/HISTORICAL SITES:** NONE



**2. PROJECT IMPLEMENTATION MEASURES. Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.**

**a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.**

The slope exceeding 25% is at the west side of the site (Towards Abbotts Bridge Road). We will import fill and grade this area to a gentle slope which will terminate at the basement foundation wall of the house. There will be erosion control measures in place towards the back and the side of the property to control sediment runoff during development.

**b. Protection of water quality.**

The proposed development will adhere to the city of Johns Creek runoff reduction and water quality regulations.

**c. Minimization of negative impacts on existing infrastructure.**

None present on site.

**d. Minimization on archeological/historically significant areas.**

None present on site.

**e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.**

None present on site.

**f. Creation and preservation of green space and open space.**

We are requested variance to eliminate the 10% common open space requirement for these two lots. The large side, rear, and front yards will provide ample open space for each lot.

**g. Protection of citizens from the negative impacts of noise and lighting:**

The proposed development will adhere to the city of Johns Creek noise and construction work hour ordinances.

**h. Protection of parks and recreational green space:**

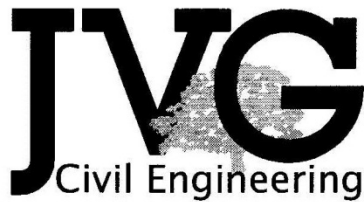
No existing public parks on or near site.

**i. Minimization of impacts to wildlife habitats:**

No Sensitive wildlife on site.



Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



June 27, 2024

Shawn Dhanani  
Property Representative

Regarding: 5150 Abbotts Bridge Road Project "Trip Generation" summary

Mr. Dhanani,

This document is being prepared per your request in support of the rezoning petition for the property at 5150 Abbotts Bridge Rd Johns Creek GA 30005. The property is currently zoned AG-1. The requested zoning is R-4 Single-Family Dwelling with 2 lots. Peak hour Trip Generation Counts are provided below to help assess the impact of the proposed residential development on traffic in surrounding areas. The property is currently vacant and does not currently generate daily vehicle trips. Existing trips will be considered 0 for all time scenarios.

The proposed development includes two single-family homes with shared driveway accessing onto Abbotts Bridge Rd. The peak-hour trip generation counts for Land Use 210, Single-Family Detached Housing, provided below are derived from the ITE Trip Generation Manual 11th Edition.

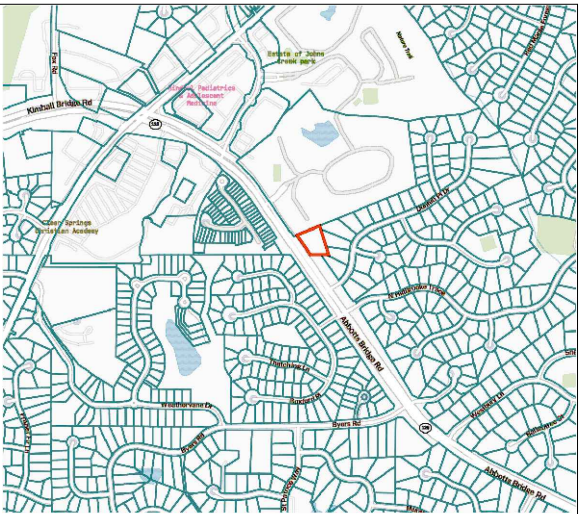
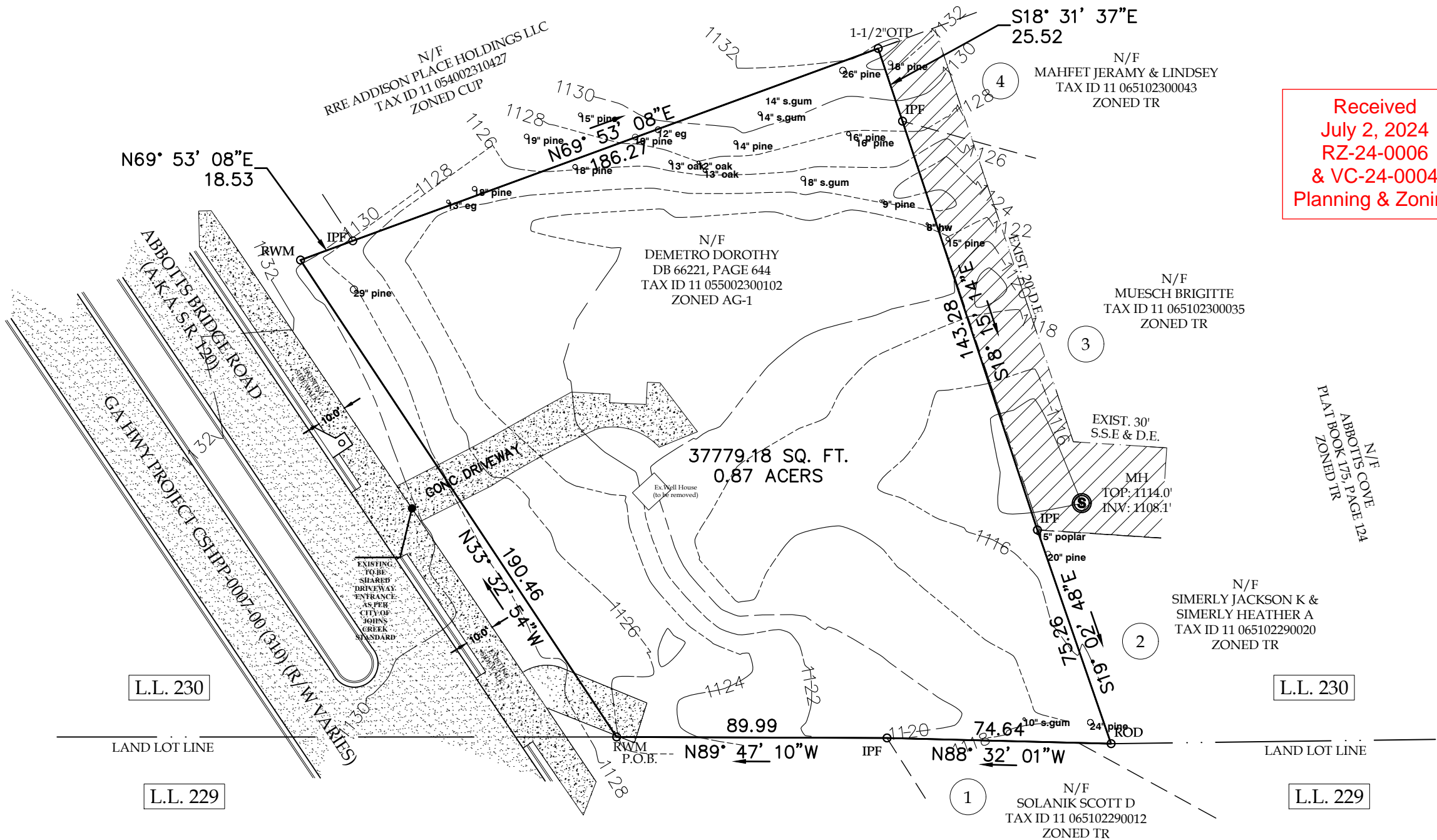
TABLE 1: Gross Trip Generation								
WEEKDAY DAILY PEAK			WEEKDAY AM PEAK			WEEKDAY PM PEAK		
TOTAL	ENTRY	EXIT	TOTAL	ENTRY	EXIT	TOTAL	ENTRY	EXIT
40	20	20	5	2	3	3	2	1
WEEKEND DAILY PEAK			SATURDAY PEAK			SUNDAY PEAK		
TOTAL	ENTRY	EXIT	TOTAL	ENTRY	EXIT		ENTRY	EXIT
24	12	12	7	4	3	5	2	3

Per the data presented above, this development will not impose a meaningful impact on traffic in the vicinity of the proposed driveway. The proposed land use will generate fewer than 100 trips, therefore no traffic impact study or further analysis is required.

With regards,

A handwritten signature in black ink, appearing to read 'Jonathan Hicks', is written over a faint, circular official stamp.

Jonathan Hicks, P.E.  
JVG Civil Engineering, Inc.



VACINITY MAP  
(NOT TO SCALE)

FIELD CLOSURE=1'IN 20,000+  
ANGLE POINT ERROR=< 03"  
EQUIPMENT USED=GPS/TOTAL STATION  
ADJUSTMENT METHOD=COMPASS RULE  
PLAT CLOSURE=1'IN 100,000+

LEGEND

- IPF IRON PIN FOUND
- IPP IRON PIN PROPOSED
- R/W RIGHT OF WAY
- RWM RIGHT OF WAY MARKER
- MAG MAGNETIC
- POB POINT OF BEGINNING
- B/L BUILDING LINE
- D.E. DRAINAGE EASEMENT
- N/F NOW OR FORMERLY
- L.L. LAND LOT
- PP POWER POLE
- DROP INLET
- ⊗ WATER VALVE
- ⊙ MANHOLE
- ⊗ FIRE HYDRANT
- △ ELEVATION POINT
- PROPERTY CORNER
- FENCELINE

FLOOD NOTE:  
THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD  
HAZARDS AS PER COMMUNITY PANEL NO. 13121C0087 F, DATED  
SEPTEMBER 18th 2013, ZONE "X".

NOTE: PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

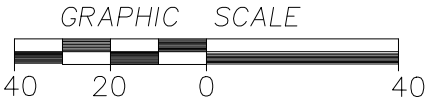
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS SURVEY IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

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RETRACEMENT SURVEY

PREPARED FOR:

Simple Design Development LLC



ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.

5150 Abbots Bridge Rd, Johns Creek, GA 30005		
0.87 ACRES	LAND LOT: 230	DATE: 06/21/24
	DISTRICT: 1ST	SCALE: GRAPHIC
	COUNTY: FULTON	JOB NO.: 2463

SAWHNEY & ASSOCIATES  
523 HASTINGS WAY JONESBORO GA 30238  
PH.# (678)478-6857



Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning

### SURVEY LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 230 of the First District and First Section of formerly Milton, now Fulton County, Georgia, more particularly described as follows:

COMMENCING at the intersection of the south original line of said Land Lot 230 with the easterly side of Abbotts Bridge Road R/W, SAID POINT BEING THE POINT OF BEGINNING;

Thence, N 33° 32' 54" W for a distance of 190.46 feet to a RIGHT OF WAY CONCRETE MONUMENT FOUND ON THE EASTERLY RIGHT OF WAY OF ABBOTTS BRIDGE ROAD;

Thence leaving said right of way, N 69° 53' 08" E for a distance of 18.53 feet to an iron pin;

Thence, N 69° 53' 08" E for a distance of 186.27 feet to an open top pipe;

Thence, S 18° 31' 37" E for a distance of 25.52 feet to an iron pin;

Thence, S 18° 15' 14" E for a distance of 143.28 feet an iron pin;

Thence, S 19° 02' 48" E for a distance of 75.26 feet a rod;

Thence, N 88° 32' 01" W for a distance of 74.64 feet to an iron pin;

thence N 89° 47' 10" W a distance of 89.99 feet to the POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.87 ACRES AND IS DEPICTED ON THAT CERTAIN PLAT OF SURVEY PREPARED BY SAWHNEY ASSOCIATES, DATED JUNE 21, 2024.

Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



## LAND USE PETITION CHECKLIST & APPLICATION FORM REZONING, USE PERMIT & CONCURRENT VARIANCE

### INSTRUCTIONS

A properly completed application and fees are due at the time of submittal through City's Customer Self Service (CSS) Portal - <https://www.johnscreekga.gov/customer-self-service>. The submittal deadline is the first Tuesday of each month. **An incomplete application will not be accepted.** Original signatures are required for the Application. **Note: Applicants are highly encouraged to meet with nearby property owners prior to filing an application.**

### APPLICATION MATERIALS

REQUIRED ITEMS	NOTES	CHECK <input checked="" type="checkbox"/>
Pre-Application Meeting	• Schedule a meeting with Planning & Zoning Staff at least two weeks prior to the submittal deadline	<input checked="" type="checkbox"/>
Site Plan (See Page 16 for Requirements)	• Attach a PDF of the site plan in CSS (minimum scale 36" x 24")	<input checked="" type="checkbox"/>
Survey and Legal Description (See Page 16 for applicable Requirements)	• Attach a PDF of the survey in CSS • Attach a PDF of the Legal Description in CSS	<input checked="" type="checkbox"/>
Colored Building Elevations (Attached Residential & Non-Residential)	• Attach a PDF of the Elevations in CSS	<input checked="" type="checkbox"/>
Letter of Intent	• Attach a PDF of the Letter of Intent in CSS	<input checked="" type="checkbox"/>
Zoning Impact Analysis Form and/or SUP Form	• Attach a PDF copy in CSS	<input checked="" type="checkbox"/>
Environmental Site Analysis Form	• Attach a PDF copy in CSS	<input checked="" type="checkbox"/>
Disclosure Form	• Attach a PDF copy in CSS	<input checked="" type="checkbox"/>
Public Participation Plan	• Attach a PDF copy in CSS	<input checked="" type="checkbox"/>
Peak-hour Trip Generation Count	• Attach a PDF copy in CSS	<input checked="" type="checkbox"/>
THE FOLLOWING ITEMS MAY BE REQUIRED		
Traffic Impact Study	• Attach a PDF copy in CSS	<input type="checkbox"/>
Metropolitan River Protection	• Attach a PDF copy in CSS	<input type="checkbox"/>
Development of Regional Impact Review Form	• Attach a PDF copy in CSS	<input type="checkbox"/>
Environmental Impact Report	• Attach a PDF copy in CSS	<input type="checkbox"/>
Noise Study Report	• Attach a PDF copy in CSS	<input type="checkbox"/>

## REZONING/SUP/CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	OWNER INFORMATION
NAME: 5150 ABR LLC	NAME: 5150 ABR LLC
ADDRESS: 1475 Buford Dr STE 403-121	ADDRESS: 1475 Buford Dr. STE 403-121
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30043	STATE: GA ZIP: 30043
PHONE: 678-697-2914	PHONE: 678-697-2914
CONTACT PERSON: Shawn Dhanani PHONE: 678-697-2914	
CONTACT'S E-MAIL: simpledesignga@gmail.com	

APPLICANT IS THE:	
<input type="checkbox"/> OWNER'S AGENT	<input checked="" type="checkbox"/> PROPERTY OWNER
<input type="checkbox"/> CONTRACT PURCHASER	
PRESENT ZONING DISTRICTS(S): AG-1 REQUESTED ZONING DISTRICT: R-4	
DISTRICT/SECTION: 1/1 LAND LOT(S): 0229,0230 ACREAGE: 0.87	
ADDRESS OF PROPERTY: 5150 Abbotts bridge rd Johns Creek GA 30005	
PROPOSED DEVELOPMENT: two Single-family residential lots	
CONCURRENT VARIANCES: variance to eliminate the 10% common open space requirement under section 12.E3 subsection A	

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
No. of Lots/Dwelling Units: 2/2	No. of Buildings/Lots: n/a
Dwelling Unit Size (Sq. Ft.): 4,000+ heated sqft	Total Building Sq. Ft. n/a
Density: 2.29 DUA	Density: n/a

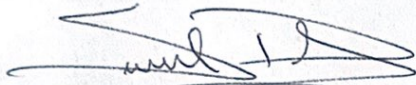
Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning

### APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.



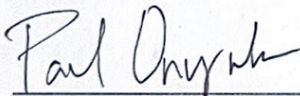
Signature of Applicant

06/25/24

Date

Sohel Dhanani. (member)

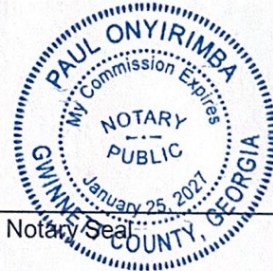
Type or Print Name and Title



Signature of Notary Public

06/25/2024

Date



Notary Seal




Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning

### PROPERTY OWNER'S CERTIFICATION

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 Land Use Petition before the City of Johns Creek, 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 Rezoning, Use Permit, & Concurrent Variance in request of the items indicated below.

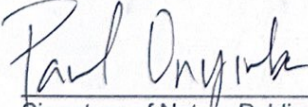
I, Sohel Dhanani, authorize, Sohel Dhanani,  
(Property Owner) (Applicant)  
to file for RZ/CV, at 5150 Abbotts Bridge rd Johns Creek GA 30005  
(RZ, SUP, CV) (Address)  
on this date June, 25, 20 24  
(Month) (Day)

- I understand that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the City Council.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Johns Creek Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

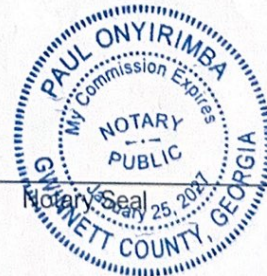
  
Signature of Property Owner

06/25/24  
Date

Sohel Dhanani (member)  
Type or Print Name and Title

  
Signature of Notary Public

06/25/2024  
Date



## ZONING IMPACT ANALYSIS FORM

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes, All adjacent properties are zoned Residential single family (R-4) or townhomes (TR)

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

No, the proposed zoning does not adversely affect the existing use or usability of adjacent/nearby properties. Both adjacent properties are zoned residential.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

No, Agricultural use for this lot is not feasible. The small acreage is not suitable for farming or any other agricultural use.

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

No, two single family residential houses will not cause any burden on streets, schools or transportation facilities. Daily trip report states little or no impact on public facilities.

5. Is the zoning proposal in conformity with the policies and intent of the land use plan?

Yes, the future land use for this site is residential - 3 units or less per acre. We are asking for 2 lots which conforms with the intended land use plan.

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?

No, there are no known changing conditions

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of Johns Creek?

No, rezoning to two residential single-family lots will not have any environmental or adverse effects on the citizens of City of John's creek

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July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning



Received  
July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning

### DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

**CIRCLE ONE:** YES (if YES, complete points 1 through 4);

**NO** (if NO, complete only point 4)

1. **CIRCLE ONE:** Party to Petition (If party to petition, complete sections 2, 3 and 4 below)

In Opposition to Petition (If in opposition, proceed to sections 3 and 4 below)

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition:

1.	5.
2.	6.
3.	7.
4.	8.

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Sohel Dhanani

Signature: [Signature] Date: 06/25/24

## PUBLIC PARTICIPATION PLAN

1. The City of Johns Creek will notify all property owners within a quarter mile of the site. What other groups do you intend to contact?

Anyone that wishes to learn more about the development is welcome to reach out to us at anytime via email or phone.

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2. How do plan to contact any interested parties, either before making application or after the city Public Participation Meeting, regarding the rezoning/use permit application?

The plan is to reach out to the HOA for the single family homes directly behind the site to discuss the project and listen to their concerns. Anyone can contact us via phone/email/in person meeting if needed to discuss the project at anytime before/during/after rezoning.

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3. In addition to the City of Johns Creek Public Participation Meeting, do you plan to provide any other opportunities for discussion with interested parties before the PC and M&CC hearings?

Yes. We will reach out the the HOA for the neighborhood directly behind the property. Our hope is to setup a meeting outside of the rezoning if possible to have a more relaxed meeting where they can address their immediate concerns.

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4. What is your schedule for completing the Public Participation Plan?

The public participation meeting will be coordinated with the city of Johns Creek once the application is submitted and accepted.

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July 2, 2024  
RZ-24-0006  
& VC-24-0004  
Planning & Zoning





Received  
July 2, 2024  
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Planning & Zoning



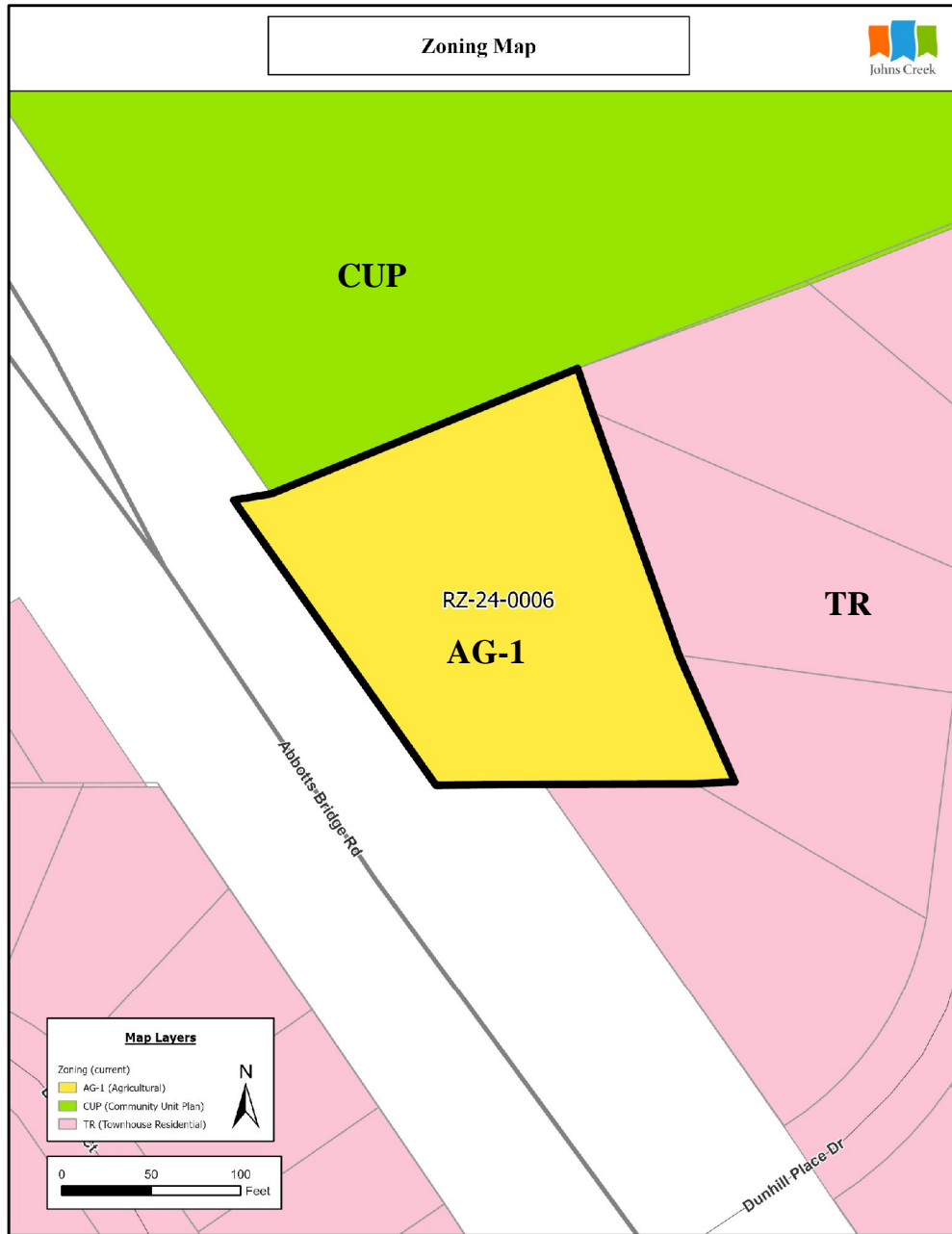


**October 21, 2024**

**City Council**

**Public Hearing**

# RZ-24-0006 & VC-24-0004



**LOCATION:** 5150 Abbotts Bridge Road

**ACREAGE:** 0.87 acres

**EXISTING ZONING:** AG-1  
(Agricultural District)

**PROPOSED ZONING:** R-4  
(Single-Family Dwelling District)

**REQUEST:** 2-lot, Single-family detached residential subdivision at a density of 2.29 units per acre, with one concurrent variance to eliminate the 10% common open space requirement.

# Location

- Fronts on Abbotts Bridge Road
- Bounded by:
  - The Estates at Johns Creek apartments to the north
  - Abbotts Cove subdivision to the east and south
  - Abbotts Bridge Road to the west





# Background

- Currently zoned AG-1 (Agricultural District)
- Previously improved with a 2-story residential building
- Residential structure was demolished earlier this year
- 2 curb cuts off Abbots Bridge Road
- Site slopes downward from the west towards the east



# Site Plan

- Two lots with minimum lot area of 17,000 SF
- Minimum heated floor area of 3,500 SF
- Access provided by a single right-in/right-out curb cut
- 40-foot landscape strip along Abbotts Bridge Road
- Applicant has proposed individual underground stormwater facilities to manage stormwater runoff on each lot





# Elevations

- 2-story single family detached home with a side entry three-car garage
- Modern architectural style
- Exterior building materials consists of brick veneer and glass



# 1. Suitability with Nearby Land Uses

- Adjacent and nearby residential uses maintain higher densities with smaller lot sizes
- Proposed use at a density of 2.29 units per acre is suitable for this area

<b>Adjacent &amp; Surrounding Properties</b>	<b>Zoning (Rezoning Number)</b>	<b>Land Use</b>	<b>Residential Density (Units/Acre)</b>	<b>Minimum Lot Size (SF)</b>
<b>Application</b>	<b>Proposed: R-4</b>	<b>Single-Family Dwelling</b>	<b>2.29</b>	<b>17,000</b>
Adjacent: East	TR Conditional (Z-86-160, M-87-082)	Single-Family Dwelling (Abbotts Cove)	3.07	7,500
Adjacent: North	CUP Conditional (Z-85-085)	Commercial Multifamily (The Estates at Johns Creek)	10	N/A
Nearby: Southwest	TR Conditional (Z-88-201)	Single-Family Dwelling (Abbotts Landing)	3.75	7,000
Nearby: Northwest	TR Conditional (RZ-13-008)	Single-Family Attached Dwelling (Abbotts Square)	7.26	2,000

## **2. Impact to Existing Uses**

- Subject property with a proposed density of 2.29 units per acre and minimum lot size of 17,000 SF is consistent with surrounding residential communities.
- Proposed development will not adversely affect existing use or usability of surrounding properties.

### **3. Reasonable Economic Use**

The property appears to have a reasonable economic use as currently zoned.

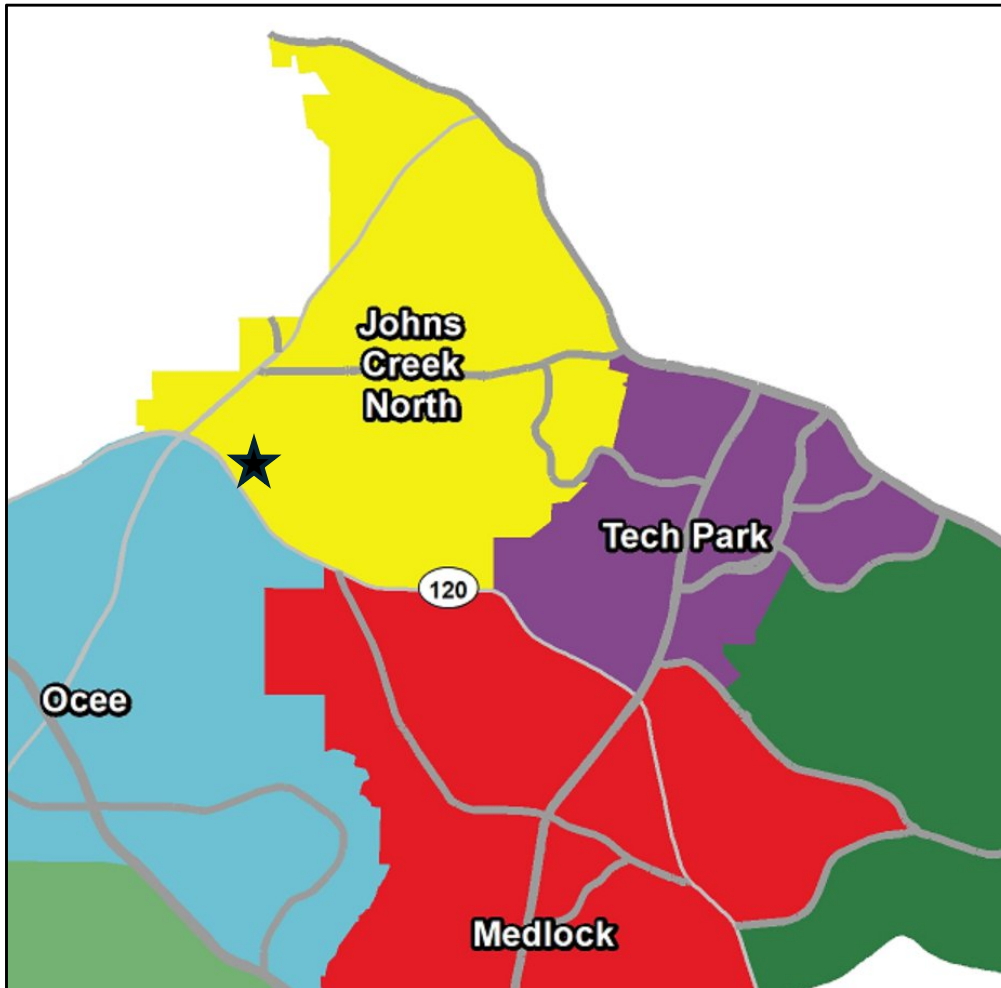
## **4. Impacts on Infrastructure**

- Proposed development is expected to generate 40 daily trips, including 5 trips during morning peak hour and 3 trips during evening peak hour.
- Fulton County Public Works has confirmed adequate water and sewer capacity is available to service the proposed development.
- Fulton County School Board does not provide comments for residential developments with fewer than 5 units.
- Proposed development would not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.



## 5. Consistency with the Comp Plan

- Located in the Johns Creek North Community Area
- Comprehensive Plan's Future Land Use Map indicates "Residential - 3 units or less" for the subject property.



- With the density at 2.29 units per acre, the proposal aligns with the Comprehensive Plan's vision of new infill housing developments being limited to single-family detached homes at 3 units per acre.
- The proposal as requested would be in conformity with the policy and intent of the Comprehensive Plan.

## **6. Other Considerations**

There are no conditions giving support for approval or disapproval of the proposal.

## **7. Environmental Impacts**

- Environmental site analysis indicates that the site does not contain any environmentally sensitive features.
- Applicant is proposing a flow well on each lot to comply with the City's stormwater and runoff reduction requirements for the proposed development.

# Concurrent Variance Review

## **VC-24-0004:** Eliminate the common open space requirement

- Section 12.E.3.A.1 of the Zoning Ordinance requires R-4 zoned properties to have a minimum of 10% of the subject property designated as common open space.
- Intent of the common open space requirement is to enhance the overall quality of life and foster a sense of community.
- Provision of common open space is typically for a multi-lot residential subdivision and not specifically intended for a two-lot development.
- Although a separate common open space area would not be created, each lot individually would have over 25% open space in the rear yard.
- The variance request, if granted, would be in harmony with the general purpose and intent of the Zoning Ordinance.

# **Recommendations**

- Staff recommends **APPROVAL WITH CONDITIONS** of RZ-24-0006 & VC-24-0004.
- Planning Commission recommended **APPROVAL WITH CONDITIONS** at their October 1, 2024, public hearing.





**October 21, 2024**

**City Council**

**Public Hearing**



**Land Use Petition RZ-24-0007 & SUP-24-0002**  
**Application Date: July 3, 2024**  
**Public Participation Meeting: August 1, 2024**  
**Planning Commission Meeting: October 1, 2024**  
**City Council Meeting: October 21, 2024**

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<b>PROJECT LOCATION:</b>	11350 Johns Creek Parkway
<b>DISTRICT/SECTION/LAND LOT:</b>	1 <sup>st</sup> District, 1 <sup>st</sup> Section, Land Lots 398, 399, 400, 403, 404 and 405
<b>ACREAGE:</b>	41.71 acres
<b>CURRENT ZONING:</b>	TC-X (Town Center Mixed Use District)
<b>PROPOSED ZONING:</b>	TC-X (Town Center Mixed Use District)
<b>COMPREHENSIVE PLAN COMMUNITY AREA DESIGNATION:</b>	Tech Park
<b>TOWN CENTER VISION &amp; PLAN NEIGHBORHOOD:</b>	Innovation Hub
<b>APPLICANT:</b>	Toro Development, LLC c/o Kathryn M. Zickert 6200 Avalon Boulevard Alpharetta, GA 30009
<b>OWNER:</b>	Medley Johns Creek Phase 1 Owner, LLC; Medley Johns Creek Phase 2 Owner, LLC; Medley Johns Creek TH Owner, LLC 6200 Avalon Boulevard Alpharetta, GA 30009
<b>PROPOSED DEVELOPMENT:</b>	Change in conditions to allow for a 175-room, 6-story, 75-foot-tall hotel building at Medley, a mixed-use development with a Special Use Permit (SUP-24-0002) to exceed the maximum height limit of 60 feet in the TC-X zoning district.
<b>STAFF RECOMMENDATION:</b>	<b>Approval with Conditions</b>
<b>PLANNING COMMISSION RECOMMENDATION:</b>	<b>Approval with Conditions</b>

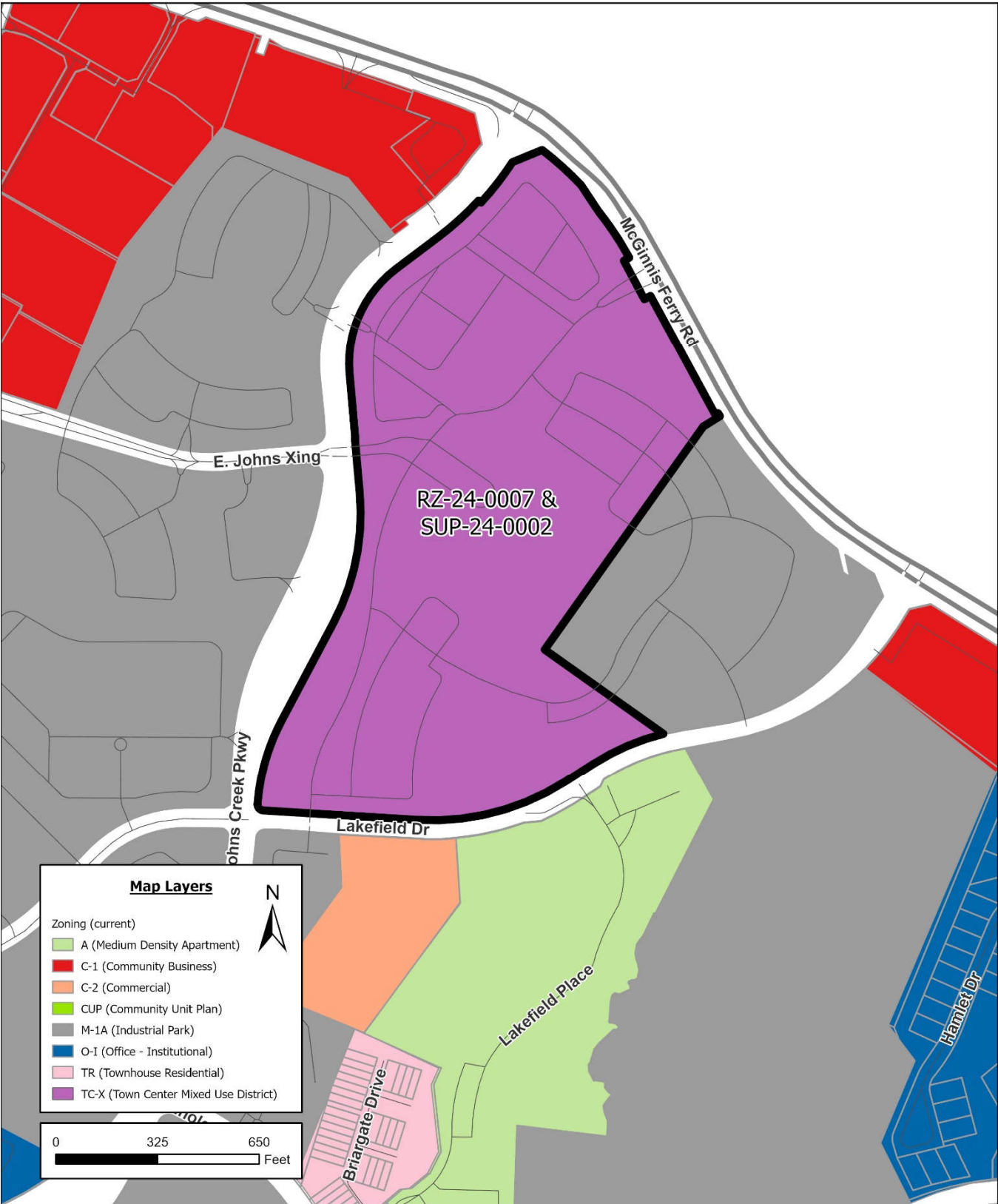


Aerial Map





Zoning Map



## **PROJECT OVERVIEW**

### **Location**

The subject property is a 41.71-acre tract for the Medley development, located in the southeast quadrant of the intersection of McGinnis Ferry Road and Johns Creek Parkway. The property is bounded by McGinnis Ferry Road to the north, M-1A zoned parcel (Boston Scientific site) to the east, Lakefield Drive to the south, and Johns Creek Parkway to the west.

### **Background**

Medley Johns Creek mixed-use development was approved for TC-X (Town Center Mixed Use District) Conditional zoning by the City Council on December 12, 2022, pursuant to RZ-22-0008. The rezoning was approved with a total of 23 conditions, with condition #1 limiting the use of the property to 750 multifamily units, 137 for-sale townhome units, 200,000 square feet of commercial use and 110,000 square feet of office use.

### **Rezoning and Special Use Permit Request**

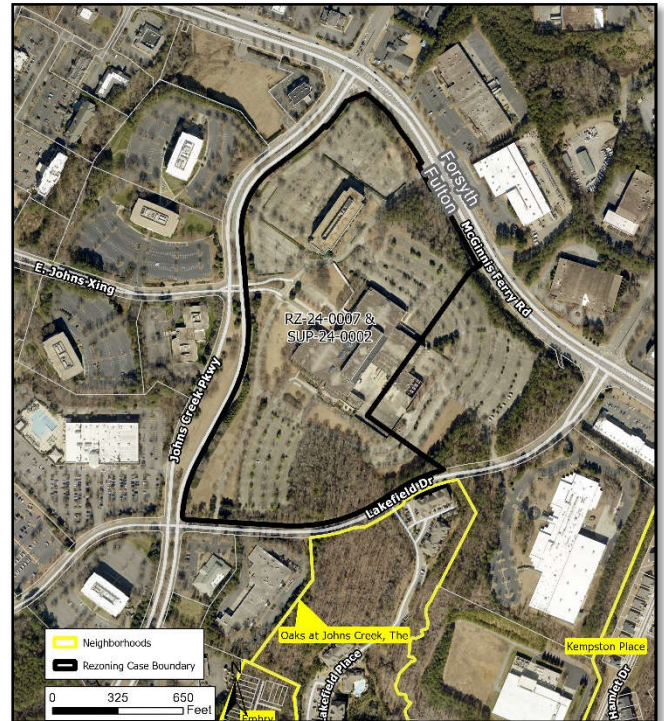
The Applicant seeks to modify the existing zoning conditions to allow for a 175-room, 6-story hotel, including a 5,000 square-foot restaurant and 8,000 square feet of meeting and event spaces. A Special Use Permit has also been requested to allow the proposed hotel to exceed the maximum permitted height of 60 feet to 75 feet.

### **Site Plan**

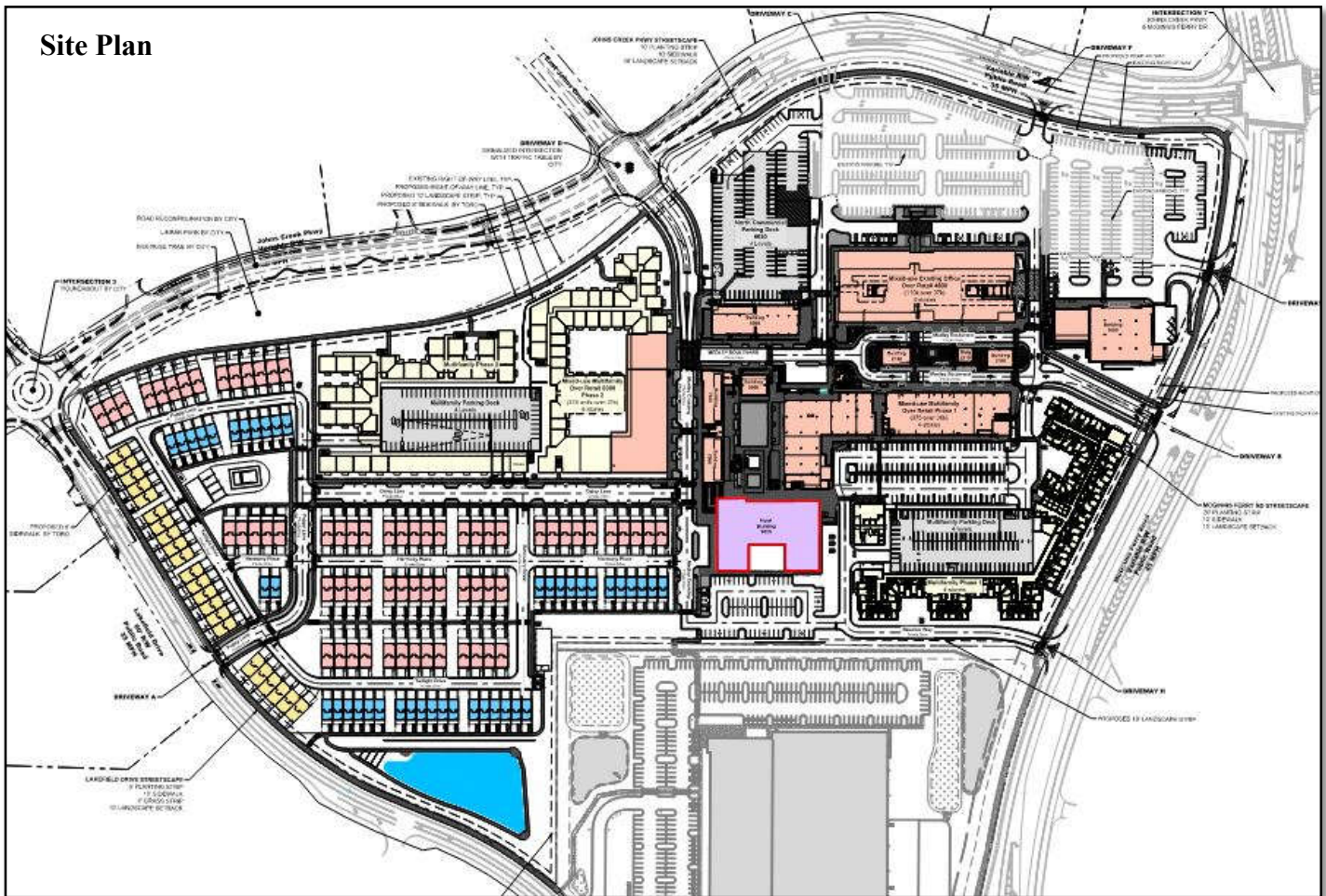
The site plan on the following page shows the approved Medley development consisting of commercial and office space, fee-simple townhomes and luxury multifamily units. The Applicant seeks to replace the approved 60,000 square-foot entertainment space with a 175-room hotel building (shown in red outline) with an associated 5,000 square-foot restaurant and 8,000 square feet of meeting and event spaces. No changes are requested to the type or number of residential units as part of this request.

There is a net increase of 104 parking spaces with the requested change of replacing the entertainment space with the hotel building bringing the total required parking to 2,336 spaces. The Applicant intends to provide a total of 2,599 parking spaces across the development, in the form of surface parking lots, parking decks, podium parking and on-street parking, which would exceed the parking spaces required per Section 12.3.4 of the Town Center Code.

All other previously approved amenities and improvements associated with open space, streetscape, site-access and roadway improvements, pedestrian connectivity, bicycle and electric vehicle parking, EcoMeasurement and stormwater management remain unaltered by this proposal. Staff would note that if the proposed modification to the Medley development is approved, all applicable conditions from the previously approved rezoning would be carried over.







## Elevations

The submitted renderings for the hotel building indicate the building façade would be constructed primarily of brick veneer, hard-coat stucco and glass. The building massing, orientation, varied heights, exterior building materials and colors and architectural elements like canopies and balconies would provide for considerable variations in the building façade. The proposed hotel building is shown to not exceed 4 stories or 60 feet on the façade fronting the centralized plaza area. However, the hotel building exceeds the maximum allowable height limits on the two sides and the rear of the building, requiring the Applicant to submit for a Special Use Permit in accordance with Section 12A.4.7. of the City of Johns Creek Town Center Code. Staff would note that the proposed hotel building would have to comply with all applicable building types (12A.3.9.9) and building design (12A.3.10.) requirements of the Town Center Code prior to issuance of a building permit.



Front View: View from Centralized Plaza





Front View - Plaza View from Centralized Plaza



Side View - View from Medley Crossing



Rear View - View from Parking Lot

### Public Participation

As part of the required land use petition process, property owners within one-quarter mile of the subject property were mailed notices in July 2024 for the public participation meeting. The meeting was held at the City Hall Council Chambers on August 1, 2024, and three members of the public attended the meeting to inquire about the hotel brand and availability of meeting space in the hotel building.

### STANDARDS OF REZONING REVIEW

#### 1. Will the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The Town Center Vision and Plan and Town Center Code has identified the subject property as an appropriate site for a mixed-use development including a hotel. The proposed hotel would be suitable at this location and would complement the mixture of uses in the Medley development and other adjacent and nearby existing commercial service, retail and office uses as shown in the following table:

<b>Adjacent &amp; Nearby Properties</b>	<b>Zoning (Petition Number)</b>	<b>Land Use</b>	<b>Density Non-Residential</b>
Application	Proposed: TC-X	Commercial Service (Medley Hotel)	175 rooms/6-story
Adjacent: Southeast	M-1A Conditional (1983Z-141)	Light Industrial (Boston Scientific)	10,000 SF/Acre
Adjacent: Northwest	C-1 Conditional (Z-04-094)	Commercial Service (Delta Community Credit Union)	7,102.28 SF/Acre
Adjacent: Northwest	C-1 Conditional (RZ-23-0003)	Commercial Service and Retail (Terraces)	14,486 SF/Acre
Adjacent: West and Southeast	M-1A Conditional (1983Z-141)	Commercial Office	10,000 SF/Acre
Nearby: West	C-1 Conditional (RZ-16-002)	Commercial Service (Hampton Inn)	100 rooms/5-story
Nearby: West	C-1 Conditional (RZ-09-007)	Commercial Service (Hilton Garden Inn)	125 rooms/5-story
Nearby: Southwest	O-I Conditional (RZ-96-051)	Commercial Service (Hyatt Place)	128 rooms/5-story

**2. Will the proposal adversely affect the existing use or usability of adjacent or nearby property?**

The proposed development would not adversely affect the use or usability of adjacent or nearby property, but instead enhance and complement existing office, commercial, and residential uses found in the area by providing luxury short-term lodging for corporate staff and visitors on business or recreational related trips to the surrounding area. The proposed hotel would be replacing the previously approved 60,000 square feet of entertainment space and would have a positive impact to traffic, noise, and aesthetics.

**3. Does the subject property have a reasonable economic use as currently zoned?**

The property appears to have a reasonable economic use as currently zoned.

**4. Will the proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

The proposed hotel is projected to generate approximately 460 fewer daily trips, 25 additional morning peak hour trips, and 14 fewer evening peak hour trips than the previously approved 60,000 square feet of entertainment space. Staff is carrying over existing conditions regarding roadway and operational improvements for the development. No additional improvements are required as a result of the hotel development. The current zoning conditions would mitigate any potential adverse traffic impacts associated with the overall Medley development and alleviate the excessive or burdensome use of the existing streets, transportation facilities and utilities.

Fulton County has confirmed adequate water and sewer capacity would be available to service the development based on the anticipated demand.

**5. Is the proposal in conformity with the policy and intent of the Comprehensive Plan including the land use element?**

The subject property is located in the Tech Park Community Area of the Comprehensive Plan and the “Innovation Hub (Mixed Use/Flex Core)” neighborhood as identified in the Town Center Vision and Plan. The Future Land Use map designates the site as a high-intensity mixed-use area and the proposed hotel development would align with the Comprehensive Plan’s vision to redevelop Tech Park into a

live, work, play destination with rich amenities, restaurants, and events without negatively impacting surrounding residential neighborhoods.

The Town Center Vision and Plan envisions “[c]reating meaningful mixed use development, office, and retail with complementary open space connecting the site to the Civic Core.” The hotel development as proposed with an associated restaurant and meeting and event spaces would be in conformity with the policy and intent of both the Comprehensive Plan and Town Center Vision and Plan.

**6. Do existing or changed conditions affecting the use and development of the property give supporting grounds for either approval or disapproval of the proposal?**

The existing site was approved for 60,000 square feet of entertainment use as part of the Medley development on December 12, 2022. The proposed hotel is planned at the location of the entertainment space as shown on the approved site plan and would complement the overall mix of uses to be included in the development, giving supporting grounds for approval with conditions of this proposal.

**7. Does the zoning proposal permit a use which can be considered environmentally adverse to the natural resources, environment, and citizens of the City of Johns Creek?**

The site does not contain any environmentally sensitive features, and the proposed use would not present environmentally adverse impacts to the area requiring no additional changes to the approved stormwater detention facility, bioretention areas, planters, infiltration techniques and eco-friendly and sustainable design measures to meet the City’s stormwater and Town Center Overlay regulations at full buildout.

## **STANDARDS OF REVIEW – SPECIAL USE PERMIT**

**1. Whether the proposed use is consistent with the Comprehensive Land Use Plan and/or Economic Development Revitalization plans adopted by the Mayor and City Council**

The proposed land use for a hotel would be consistent with the vision and policy of both the Comprehensive Plan and the Strategic Economic Development Plan (SEDP) 2016-2021. The Comprehensive Plan promotes the mix of uses in the Tech Park and Town Center area, and with the development contributing to the economic benefit of the City, the proposed increase in height can be supported. Furthermore, Goal 4 of the SEDP acknowledges unmet need of hotels and meeting space in the City and encourages to identify potential sites for hotels and associated meeting space as an asset to the City.

**2. Compatibility with the land uses and zoning districts in the vicinity of the property for which the Use Permit is proposed**

All three existing hotels located in the Town Center area – Hampton Inn, Hilton Garden Inn and Hyatt Place – are 5 stories in height. The Applicant’s proposed 4-story building height of the hotel in the front and 6-stories on the two sides and the rear facades falls within the average height of existing hotel buildings. Staff is of the opinion that the proposed height of the hotel, when taking into consideration of the topography between the plaza and the parking lot where it will be located, would be fairly consistent with similar developments in the vicinity of the property.

**3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development**

The proposed development as submitted does not appear to be in violation of local, state, and/or federal statutes, ordinances, or regulations governing land development. The City is unaware of any adverse impacts associated with the proposed development to local land development regulations.

#### **4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets**

The proposal would generate 460 fewer daily trips, 25 additional trips during A.M. peak hour and 14 fewer trips during P.M. peak hour than the previously approved entertainment use at this location. The proposed increase in building height would not have negatively impact traffic.

#### **5. The location and number of off-street parking spaces**

The Applicant is proposing a total of 2,599 parking spaces which is more than the required number of parking spaces (2,336). Ample parking will be provided to support all uses planned for the development.

#### **6. The amount and location of open space**

The open space plan providing amenity and civic spaces remains unchanged from the original approved zoning case.

#### **7. Protective screening**

One of the key aspects of a mixed-use development is to have a mixture of complementing land uses in close proximity to each other to promote optimal land planning with greater efficiency of shared services and amenities. The mixture of uses and building types forms the applicable building landscape and no protective screening would be required for the hotel building.

#### **8. Hours and manner of operation**

The Applicant's letter of intent indicates that the proposed hotel will be operational with staff and on-site security measures 24 hours per day.

#### **9. Outdoor lighting**

All lighting improvements for the property would require review for compliance with Section 4.9 - Night Sky Ordinance of the City's Zoning Ordinance.

#### **10. Ingress and egress to the property**

Ingress and egress to the property will remain as proposed in the originally approved site plan.

### **STAFF AND PLANNING COMMISSION RECOMMENDATIONS**

Based upon the findings and conclusions herein, Staff recommends **APPROVAL WITH CONDITIONS** of land use petition, RZ-24-0007 and Special Use Permit, SUP-24-0002. At the October 1, 2024 public hearing, the Planning Commission recommended **APPROVAL WITH CONDITIONS** of land use petition, RZ-24-0007 and Special Use Permit, SUP-24-0002 with the conditions presented by staff:

1. The property shall be limited to residential, commercial, public/institutional and accessory uses allowable in the TC-X Zoning District, not exceeding the following density and height:
  - a. 750 multifamily units and 137 for-sale townhome units at a density of 21.27 units per acre, not greater than 4 stories or 60 feet in height.
  - b. 200,000 square feet of commercial use at a density of 4,795.01 square feet per acre, not greater than 4 stories or 60 feet in height. Rooftop and outdoor dining areas shall not count against the maximum non-residential entitlement.
  - c. 110,000 square feet for office use at a density of 2,637.26 square feet per acre, not greater than 4 stories in height.
  - d. 175-room hotel and associated restaurant and meeting spaces with a maximum height of 6-stories or 75 feet (SUP-24-0002).



2. The site shall be developed in general accordance with the site plan received and date stamped by the City of Johns Creek on July 3, 2024. Said site plan is conceptual, and the final site plan must meet or exceed the Town Center Code, land development regulations and zoning conditions prior to the approval of a land disturbance permit.
3. Owner/Developer shall submit and obtain approval of a “Medley Development Design Standards” document by the Community Development Director. This document shall include the main entrance treatment, elevations and architectural themes, specifications for street furniture (benches, trash receptacles, lighting, bicycle racks, etc.), signage, storefronts, and landscaping, prior to the submittal of a land disturbance permit. Exterior elevations for all commercial and multifamily buildings shall be substantially similar to the renderings received and date stamped by the City of Johns Creek on September 13, 2022.
4. Exterior elevations of the hotel building shall be substantially similar to the renderings received and date stamped by the City of Johns Creek on July 3, 2024, and August 2, 2024.
5. Exterior elevations for townhome units shall be substantially similar to the “Medley Masterplan and Elevations Book” received and date stamped by the City of Johns Creek on November 11, 2022, and shall adhere to the design standards listed below. Final elevations shall be subject to the review and approval of the Community Development Director, prior to issuance of a building permit.
  - a. Architectural elements such as columns, arcades, covered entry-walkways, arches, façade offsets, chimneys, windows, dormers, balconies, porches, rooftop terraces, recesses/projections and cupolas, shall be incorporated on all sides of a townhome pod.
  - b. No two adjacent townhome units shall have the same color scheme. Contrasting shades of a single color shall be accepted as an alternative for each townhome pod.
  - c. Adjacent townhome units forming one building shall have façade offsets and varied roofline.
  - d. Exterior elevations for townhome units facing the rear-loading street shall include architectural elements such as arches, dormer windows and decorative overhangs above garage doors.
6. Multifamily units shall be limited to studio, one-bedroom or two-bedroom units. No three-bedroom units shall be allowed. No more than 5% of multifamily units shall be studio and 40% two-bedroom units. No Certificate of Occupancy shall be issued for the multifamily building in Phase I until 75% of Phase 1 commercial shell space, the boulevard, plaza, office renovation, and associated infrastructure have been constructed and inspected by the City.
7. No more than 10% of townhome units shall be permitted to be rented, as recorded in the Homeowners’ Association (HOA) covenants and declarations, subject to the review of the Community Development Director, prior to the approval of the final plat.
8. Owner/Developer shall provide a minimum of 8.64 acres of open space (6.55 acres of civic space and 2.09 acres of amenity space), consisting of a boulevard, plazas, pocket parks, pedestrian pathways, yards, patios, balconies, outdoor dining, rooftop terraces, swimming pool, courtyards, amenity areas and bioretention areas, as depicted on the submitted site plan received and date stamped by the City of Johns Creek on November 15, 2022.

9. Owner/Developer shall provide a minimum of five monuments, murals or sculptures at prominent locations throughout the development, prior to the Certificate of Occupancy of the multifamily building in Phase 2 of construction.
10. Owner/Developer shall provide a minimum of 2,336 parking spaces.
11. Parking decks visible from any public streets shall be treated with comparable materials and finishes as the building they serve or screened from view with evergreen landscaping, as approved by the Community Development Director.
12. Owner/Developer shall provide ground-level units facing the linear park along Johns Creek Parkway) for the Phase 2 multifamily building, as approved by the Community Development Director.
13. A maximum of eight vehicular access points are allowed, as depicted on the submitted site plan received and date stamped by the City of Johns Creek on November 15, 2022.
14. Owner/Developer shall dedicate sufficient right-of-way along the entire frontage of McGinnis Ferry Road, Johns Creek Parkway and Lakefield Drive, at no cost to the City of Johns Creek, as shown on the site plan received and date stamped on November 15, 2022, prior to the issuance of a land disturbance permit, subject to the approval of the Public Works Director.
15. Owner/Developer shall complete the following roadway and operational improvements, prior to the issuance of a Certificate of Occupancy for the Phase 1 multifamily building, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director:
  - a. Driveway A on Lakefield Drive: Construct a two-lane, full-access driveway.
  - b. Site Driveway B on McGinnis Ferry Road: Reconfigure existing driveway into a three-lane driveway with one deceleration lane entering the site and two lanes exiting the site (left-turn/through lane, and exclusive right-turn lane).
  - c. Driveway E on Lakefield Drive: Construct a right-in/right-out driveway, as approved by the City of Johns Creek.
  - d. Driveway F on Johns Creek Parkway: Construct a right-in/right-out driveway.
  - e. Driveway G on McGinnis Ferry Road: Construct a right-in/right-out driveway and provide a westbound deceleration lane entering the site.
  - f. Driveway H on McGinnis Ferry Road: Construct a right-in/right-out driveway.
16. Owner/Developer shall provide the following landscape/planting strips, according to the City's Town Center Code and Tree Preservation Administrative Guidelines, subject to the review and approval of the Community Development Director:
  - a. Minimum 20-foot planting strip along McGinnis Ferry Road.
  - b. Minimum 6-foot planting strip along Lakefield Drive.
  - c. Minimum 6-foot planting strip along Johns Creek Parkway.
17. Owner/Developer shall provide the following sidewalks and crosswalks, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director:
  - a. Construct a 10-foot sidewalk along McGinnis Ferry Road, Lakefield Drive and Johns Creek Parkway between McGinnis Ferry Road and East Johns Crossing.

- b. Provide pedestrian and bicycle connectivity throughout the site between all buildings and uses to enable continuous and safe pedestrian and bicyclist movement. Surface materials of pedestrian crossings throughout the development shall be brick paver, cobblestones or architecturally treated concrete products.
- 18. Owner/Developer shall complete the following roadway and operational improvements, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director or enter into a development agreement for the construction of these improvements with the City of Johns Creek prior to the issuance of a land disturbance permit. If the City of Johns Creek is to complete the required improvements on behalf of the Owner/Developer, as part of the development agreement, Owner/Developer shall contribute funds to the City of Johns Creek for these improvements, equal to the cost of design, engineering and construction determined by the Council approved construction bid, prior to the issuance of the building permit for the Phase 1 multifamily building.
  - a. Driveway D (Johns Creek Parkway at East Johns Crossing)
    - i. Install a traffic signal and implement a raised intersection to provide speed control along Johns Creek Parkway as approved by the Public Works Director.
    - ii. Provide one exclusive left-turn lane, one through lane, and one exclusive right-turn lane, along Johns Creek Parkway northbound.
    - iii. Provide one exclusive left-turn lane and one shared through/right-turn lane, along Johns Creek Parkway southbound.
    - iv. Provide one exclusive left-turn lane and one shared through/right-turn lane, along the eastbound approach of East Johns Crossing.
    - v. Provide one exclusive left-turn lane, one through lane, and one exclusive right-turn lane, along the westbound approach exiting the site.
  - b. Parallel parking spaces along Johns Creek Parkway between Lakefield Drive and East Johns Crossing.
  - c. 10-foot sidewalk along Johns Creek Parkway between Lakefield Drive and East Johns Crossing.
- 19. Owner/Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.
- 20. Retaining walls shall receive architectural façade treatment or be heavily landscaped, subject to the review and approval of the Community Development Director. Retaining walls visible from developed areas exceeding 16 feet in height shall be terraced with landscaping to break up large expanses of retaining wall.
- 21. Owner/Developer shall make reasonable efforts to save healthy specimen trees, tree groupings and stands of specimen trees along McGinnis Ferry Road, Johns Creek Parkway and Lakefield Drive, subject to the review and approval of the Community Development Director.
- 22. Owner/Developer shall submit a stormwater concept plan for each phase/interval of development prior to the submittal of a land disturbance permit application.
- 23. Owner/Developer shall provide for EcoMeasurement as outlined in the letter submitted to the City on November 3, 2022, subject to the review and approval of the Community Development Director. Detailed information shall be provided at the time of application for the land disturbance permit and building permit showing compliance with the required ten EcoMeasurement points.

**LETTER OF INTENT**

and

**IMPACT ANALYSIS**

Filed on behalf of:

**Toro Development, LLC**

for

± 41.710 Acres of Land

located on Johns Creek Parkway

Land Lot 398, 399, 400, 403, 404 and 405, 11th District, Fulton County, Georgia

Requesting:

Modifications of Zoning Conditions pursuant to Zoning Ordinance § 28.9

--and--

A Special Use Permit to Exceed Building Height Maximums of Section 12A.4.4.3.C.

Kathryn M. Zickert

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Received  
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RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning

SGR/71112655.1

## INTRODUCTION

This application is submitted in connection with the Medley Johns Creek project previously approved by the Mayor and Council of Johns Creek on December 12, 2022. The project, which has attracted national attention and praise for its revisioning of aged and depreciated office space into a vibrant and innovative hub anchoring the newly-created City of Johns Creek Town Center.<sup>1</sup> The total redevelopment contains 47.71 acres with frontage along McGinnis Ferry Road, Johns Creek Parkway, and Lakefield Drive (the “Subject Property”). The development will include a diverse mix of restaurants, retail, office, and residential uses, with extensive civic and amenity spaces to serve as a central gathering spot for the community. Medley will rival the quality regional mixed-used developments occurring across the Metro-Atlanta area such as Avalon and Halcyon.

As planning and leasing efforts have progressed, Medley’s developer, Toro Development, LLC (“Toro”) has seen an opportunity to better anchor this project as a premier destination within Metro-Atlanta. Specifically, Toro envisions a first-class boutique hotel seamlessly integrating within Medley’s array of office, retail, and residential uses. Replacing what the approved plan designated for a 60,000 square foot, 2-story entertainment space, this hotel proposal anchors the development with a premier hospitality partner having high-end amenities, up to 8,000 square feet of meeting and event spaces, and an ancillary restaurant and bar. This change improves the development by further diversifying the mix of uses on the property, increasing the customer base for surrounding retail and restaurant uses, and by expanding the hospitality offerings within the City with a new first-class hotel. This hotel will be a tremendous amenity for Johns Creek’s business community, while at the same time providing a destination for local residents seeking an upscale local venue for social events such as weddings.

Importantly, the hotel’s development does not alter or reduce Medley’s commitment to developing a connected and engaged community. Medley’s emphasis remains in the development of centralized, activated, common space surrounded by curated restaurant and retail vendors. This change furthers that commitment by adding a use that compliments the surrounding office and retail uses. The existing civic and recreational spaces remain in their original configuration.

This improvement to Medley’s vision requires approval of several entitlement requests to be approved by Mayor and Council. First, this development requires modifications to the zoning conditions providing certain square footages of various uses and the site plan provided in connection with the zoning decision. The effect of these changes reduces the square footage of retail space from 140,000 square feet to 90,000 square feet. Restaurant space will be increased from 60,000 square feet to 65,000 solely on account of a restaurant in the hotel. Finally, this change also results in the addition of 175 hotel rooms with amenities such as meeting and event spaces.

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<sup>1</sup> See, e.g., Atlanta Journal-Constitution, Pizza, Thai food and tapas coming to the Medley development in Johns Creek <<https://www.ajc.com/food-and-dining/pizza-thai-food-and-tapas-coming-to-the-medley-development-in-johns-creek/ALXTOZPV3JCXVCHBNESGGXB6EY/>>; Urbanize Atlanta, Medley project scores 9 more retail, restaurant signings <<https://atlanta.urbanize.city/post/medley-johns-creek-project-9-more-retail-restaurant>> last accessed on June 27, 2024;



In addition to these changes in zoning conditions, the request requires a Special Land Use Permit to exceed the height restrictions imposed in the TC-X zoning district. The zoning district limits the building height to 60 feet or 4 stories, whichever is less. See, The City of Johns Creek Zoning Ordinance (the “Zoning Ordinance”) § 12A.4.4.3.C. The proposed new hotel will have a maximum of six stories and have a height of 75 feet.

#### **A. Modification of Zoning Conditions**

The Medley Project was approved unanimously by the Johns Creek City Council on December 12, 2022. The Council’s approval of the rezoning application, RZ-22-008, included twenty-three (23) conditions. This modification pertains to the first two conditions. Condition 1 limited the uses and square footages of each use within Medley, providing as follows:

1. The property shall be limited to residential, commercial, public/institutional and accessory uses allowable in the TC-X Zoning District, not exceeding the following density and height:

a. 750 multifamily units and 137 for-sale townhome units at a density of 21.27 units per acre, not greater than 4 stories or 60 feet in height;

b. 200,000 square feet of commercial use at a density of 4,795.01 square feet per acre, not greater than 4 stories or 60 feet in height. Rooftop and outdoor dining areas shall not count against the maximum non-residential entitlement.

c. 110,000 square feet for office use at a density of 2,637.26 square feet per acre, not greater than 4 stories in height.

Condition 2 tied the development project to the site plan submitted in connection with rezoning request. The condition states:

2. The site shall be developed in general accordance with the site plan received and date stamped by the City of Johns Creek on November 15, 2022. Said site plan is conceptual and the final site plan must meet or exceed the Town Center Code, land development regulations and zoning conditions prior to the approval of a land disturbance permit.

The original site plan detailed certain proportions of retail, restaurant, and residential uses:

#### **LAND USES & DENSITIES**

<b>MAX ALLOWABLE RESIDENTIAL</b>	<b>30 DUA</b>
<b>PROPOSED RESIDENTIAL</b>	<b>900 UNITS (21.58 DUA)</b>
MULTIFAMILY (60% 1BD, 40% 2BD)	750 UNITS (17.98 DUA)
TOWNHOMES	150 UNITS (3.60 DUA)
<b>PROPOSED COMMERCIAL</b>	<b>200,000 SF (4,795 SF/ACRE)</b>
RETAIL	80,000 SF (1,918 SF/ACRE)
RESTAURANT	80,000 SF (1,439 SF/ACRE)
ENTERTAINMENT	80,000 SF (1,439 SF/ACRE)
<b>EXISTING OFFICE</b>	<b>110,000 SF (2,637 SF/ACRE)</b>

Toro's request here seeks revisions to the site plan and other minor changes to access and parking orientations be approved and replace the previously approved site plan specific condition. To permit Toro's development of the proposed Hotel building, both of these conditions must be amended by replacing the 60,000 square feet entertainment space with the hotel building and increasing the restaurant uses by 5,000 square feet to accommodate the hotel restaurant. No changes are requested to the mix or number of residential units. Condition 1, therefore, is proposed to be amended accordingly:

- a. 750 multifamily units and 137 for-sale townhome units at a density of 21.27 units per acre, not greater than 4 stories or 60 feet in height;
- b. 155,000 square feet of commercial use at a density of 4,795.01 square feet per acre, not greater than 4 stories or 60 feet in height. Rooftop and outdoor dining areas shall not count against the maximum non-residential entitlement.
- c. One hotel with no more than 175 guest rooms, 8,000 square feet of meeting and event spaces and an associated restaurant located within the hotel building (the square footage of which is included in the calculations for commercial use).
- d. 110,000 square feet for office use at a density of 2,637.26 square feet per acre, not greater than 4 stories in height.

As detailed by the attached traffic study, the change results in a net reduction of 460 vehicle trips per day and is not anticipated to materially change the traffic impact or the decisions rendered during the Atlanta Regional Commission and Georgia Regional Transportation Authority's decision after Development of Regional Impact review.

## **B. Special Use Request**

As previously discussed, the TC-X district imposes a 60 Feet or 4 story height limit upon buildings located within the zoning district. The proposed front façade of the hotel building will not exceed these limits as it faces the centralized plaza area. However, topographical features and other design considerations require that the building exceed those limits on the sides and the rear of the building and a maximum of seventy-five (75) feet or six (6) stories from the building's rear is necessary. Pursuant to Zoning Ordinance § 12A.4.7, exceeding this limit requires a special use permit pursuant to Article XXVIII.

## **IMPACT ANALYSIS**

### **A. Modifications of Zoning Conditions**

**Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**

Yes. Medley is a mixed use project that seeks to create vibrancy and connectivity by curating complimentary uses within a distinctive space. Hotel uses are permitted by right in the TC-X

zoning district.<sup>2</sup> The necessity of this zoning proposal arises from the conditions of the zoning approval rather than any policy limiting hotel uses in the TC-X zoning district. The proposed hotel use, as opposed to an entertainment use, will provide retailers and restaurants with additional customers and the civic spaces with great vibrancy. And, it will do so with less of an impact on traffic, noise, and aesthetics. As detailed in the accompanying traffic report, the change in use reduces the anticipated traffic counts by 460 trips per day. Moreover, the hotel's guests—typically with discretionary spending associated with a business or recreational trip—provide ideal customers for many of the surrounding restaurants and retailers. The mix of hotel guests, residential homeowners, and office employees in the area provides a consistent stream of customers throughout the day and through the week, providing retailers with more consistent customer bases, and providing the City with a more vibrant Town Center.

Hotel uses have complimented regional mixed-use projects across the Metro-Atlanta area. At Avalon, a previous Toro development, The Hotel at Avalon supplements surrounding retail uses and provides convenient and attractive lodging for surrounding offices. Similarly, other regional projects have implemented hotel and hospitality uses to foster investment and vibrancy within a mixed-use development.

**Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**

No. The hotel use is complimentary to the mixed-use development envisioned at Medley. The development reduces traffic impacts. Further, hotel uses are less intensive in terms of noise, signage, and lighting than other entertainment uses. The aesthetic is more consistent with the surrounding uses and up-scale sense of place intended for Medley.

**Does the property to be rezoned have a reasonable economic use as currently zoned?**

Requiring the entertainment building to remain anchored to the development as required by the zoning conditions restricts a reasonable economic use of the property. Recent changes in the retail and restaurant markets emphasizes the need for uses which are complimentary to restaurant and retail spaces—particularly where office spaces provide day-time clientele but limited opportunity for weeknight or weekend users. In this way, hotel guests fill a needed market for the surrounding retail users. In addition, a high-end boutique hotel will be an important amenity for the business community in Johns Creek, helping to recruit companies to fill the City's vacant office supply, including the office component of Medley.

**Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**

No. The hotel will not impact existing utilities or schools. The hotel will also result in a net reduction in trip generation as compared to the previous entertainment/retail use.

**Is the zoning proposal in conformity with the policies and intent of the land use plan?**

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<sup>2</sup> This application is being filed subject to a proposed amendment to the TC-X zoning district expanding the room numbers permitted with the TC-X zoning district to more than 175 rooms.

Yes. The Comprehensive Plan depicts the Medley project as being within the Technology Park community area. Toro's addition of the Hotel aligns with the Comprehensive Plan's stated intent for Technology Park:

The vision for Technology Park is to redevelop this suburban office park into a live-work-play destination for business owners who want to live in a premier residential community, have a short commute to their offices, and have an amenity-rich park at their business' front door.

The core area of Technology Park has been identified as the location of the City's new 'Town Center.'... Importantly, it will be able to accommodate restaurants, entertainment venues, events, and festivals without negatively impacting any residential subdivisions. It is envisioned that by creating a master plan for the Town Center, and rezoning the area to high-intensity mixed-use, the City will enhance its opportunities to attract new corporate businesses - expanding the City's health, wellness, educational and technology sectors - and create vibrancy and a sense of place for Johns Creek."

*(See the City of Johns Creek Comprehensive Plan 2018, pg. 152)*

The project is consistent with the Comprehensive Plan's future land use as Mixed-Use High-Intensity. As previously discussed, the hotel compliments retail, restaurant, and office uses while having less of an impact on residential users than would be associated with a higher intensity retail/entertainment use. Further, the Town Center Plan, acknowledges small inventory of hotel options in Johns Creek, particularly in the high-end hotel space. Johns Creek has three hotels currently, with another located just outside the City limits. These hotels are within the mid-priced market and are aged when compared to the recent hotel developments in surrounding Alpharetta and Duluth. The Town Center Plan acknowledges the dearth of 4- to 5-star hotel offerings in the City and acknowledges the opportunity for a higher-end hotel, as proposed here. Town Center Plan pp. 123-25. This project fulfills that need.

**Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?**

Yes. Recent disruptions in the office and retail sectors have changed the development environments for these asset classes. Developments looking to have thriving retail and office spaces must incorporate a variety of complimentary uses to distinguish the spaces from other similar developments and provide a mix of customer bases and amenities. Hotels have been effectively used in connection with other mixed-use projects to serve these developments and provide a "captive" market, often with significant discretionary spending capabilities.

**Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of Johns Creek?**

No. The hotel development would replace an approved building with similar impervious surface coverage. Demands for water, sewer, and other utilities, would be generally consistent with the

demands of the uses being replaced, and sufficient capacity exists. There would be no significant increase in the associated environmental impacts.

## **B. SPECIAL USE CONSIDERATIONS**

### **Whether the proposed use is consistent with the Comprehensive Land Use Plan and/or Economic Development Revitalization plans adopted by the Mayor and City Council.**

Hotel uses are permitted by right in the zoning district. The special use permit requested here is only necessary to exceed the height restrictions in the TC-X zoning district. The building exceeds the height restriction only when measured from the rear of the building due to the difference in topography between the plaza and the parking lot to the rear of the building. Without the permit, the topography would require that the hotel be restricted to be two stories above the plaza ground level and the hotel project would be infeasible.

While the rear of the building will exceed the height limit, the front of the building will not and the hotel will appear to be a four story building from the plaza—similar to the surrounding mixed-use and multi-family buildings. Thus, the hotel's height will be comparable to the heights of the surrounding buildings and consistent with the intent of the Town Center Plan. The two stories at the rear of the building and the parking lot will be below the grade of the ground floor and largely concealed from direct sight lines from McGinnis Ferry Road due to the surrounding buildings within Medley.

### **Compatibility with land uses and zoning districts in the vicinity of the property for which the Use Permit is proposed.**

This SUP does not seek permission to change the associated use, only the height of the hotel building. The hotel's height will be similar to the surrounding buildings, such that the rooflines of the various multi-family, retail, and office buildings will be on similar planes and have similar heights. As such, the concession on the height requirements here will not interfere with the compatibility of other land uses.

### **Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development.**

The SUP does not violate any local, state, or federal statutes, ordinances, or regulations.

### **The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets.**

The SUP will not affect the traffic flow or materially change the approved configuration of roads and sidewalks within the development. The hotel will be serviced by a surface parking lot and surrounding structured-parking. As detailed in the accompanying traffic study, the hotel reduces the daily trips compared to the previous entertainment use.

### **The location and number of off-street parking spaces.**

The commercial uses at Medley (retail, restaurants, office, and hotel) will share their parking supply, and the residential uses will have dedicated parking. The previous site plan provided 2,599 parking spaces for all uses against a requirement of 2,232 spaces, resulting in a surplus of 367 parking spaces. The reduction of 50,000 sf of retail would reduce the requirement by 100 spaces, and the addition of the hotel would increase the requirement by 204 spaces, resulting in a new



requirement of 2,336 spaces. The supply will remain approximately 2,599 spaces, such that we will have a surplus of approximately 263 spaces. In addition, parking demand for hotels typically peaks overnight, and is low during the day when retail and office parking demands peak, providing further efficiency to the sharing of parking by commercial uses.

**The amount and location of open space.**

The open space on the plan is generally unchanged from that which was depicted and approved with the original zoning.

**Protective screening.**

No screening is required given the proximity to mixed-uses and civic areas, and lack of visibility from public rights-of-way

**Hours and manner of operation.**

The hotel will remain operational with staff and security on-site 24 hours per day.

**Outdoor lighting.**

Lighting design will be in compliance with City requirements.

**Ingress and egress to the property.**

Ingress and egress to the property will remain as proposed in the originally approved site plan,. Additional loading areas will be developed from interior roads within the development. Those changes are not anticipated to materially impact traffic flows or the use of surrounding properties.

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**PROPOSED CONDITIONS**

Toro proposes that Conditions 1 and 2 be modified accordingly:

1. The property shall be limited to residential, commercial, public/institutional and accessory uses allowable in the TC-X Zoning District, not exceeding the following density and height:

- a. 750 multifamily units and 137 for-sale townhome units at a density of 21.27 units per acre, not greater than 4 stories or 60 feet in height;
- b. 155,000 square feet of commercial use (including retail and restaurants) at a density of 4,795.01 square feet per acre, not greater than 4 stories or 60 feet in height. Rooftop and outdoor dining areas shall not count against the maximum non-residential entitlement.
- c. One hotel with no more than 175 guest rooms, 8,000 square feet of meeting and event spaces and an associated restaurant located within the hotel building (the square footage of which is included in the calculations for commercial use).
- d. 110,000 square feet for office use at a density of 2,637.26 square feet per acre, not greater than 4 stories in height.

2. The site shall be developed in general accordance with the site plan received and date stamped by the City of Johns Creek on the date of filing the application. Said site plan is conceptual and

the final site plan must meet or exceed the Town Center Code, land development regulations and zoning conditions prior to the approval of a land disturbance permit.

Toro proposes that a Conditional Use Permit be issued with the following conditions:

1. The Hotel Building indicated on the site plan provided to Staff with the submission of the Zoning Application shall be permitted in accordance with Zoning Ordinance § 12A.4.7 to exceed the applicable height limits.
2. The Hotel Building may not exceed seventy-five feet (75') or six stories.

### **NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

Toro respectfully submits that the current zoning classification of the Subject Property and any proposed intervening district is unconstitutional and that rules relative to the Subject Property owner's right to use the Property established in the John Creek Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

Toro respectfully submits that the City Council's failure to approve the requested rezoning would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property's owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the development in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

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This \_\_\_\_ day of July, 2024.

Respectfully submitted,

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Kathryn M. Zickert  
William J. Diehl  
Attorneys for Applicant

Smith, Gambrell & Russell, LLP  
1105 W. Peachtree Street, NE  
Atlanta, Georgia 30309  
404-815-3500









Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning





Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning





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July 3, 2024  
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Received  
August 2, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning







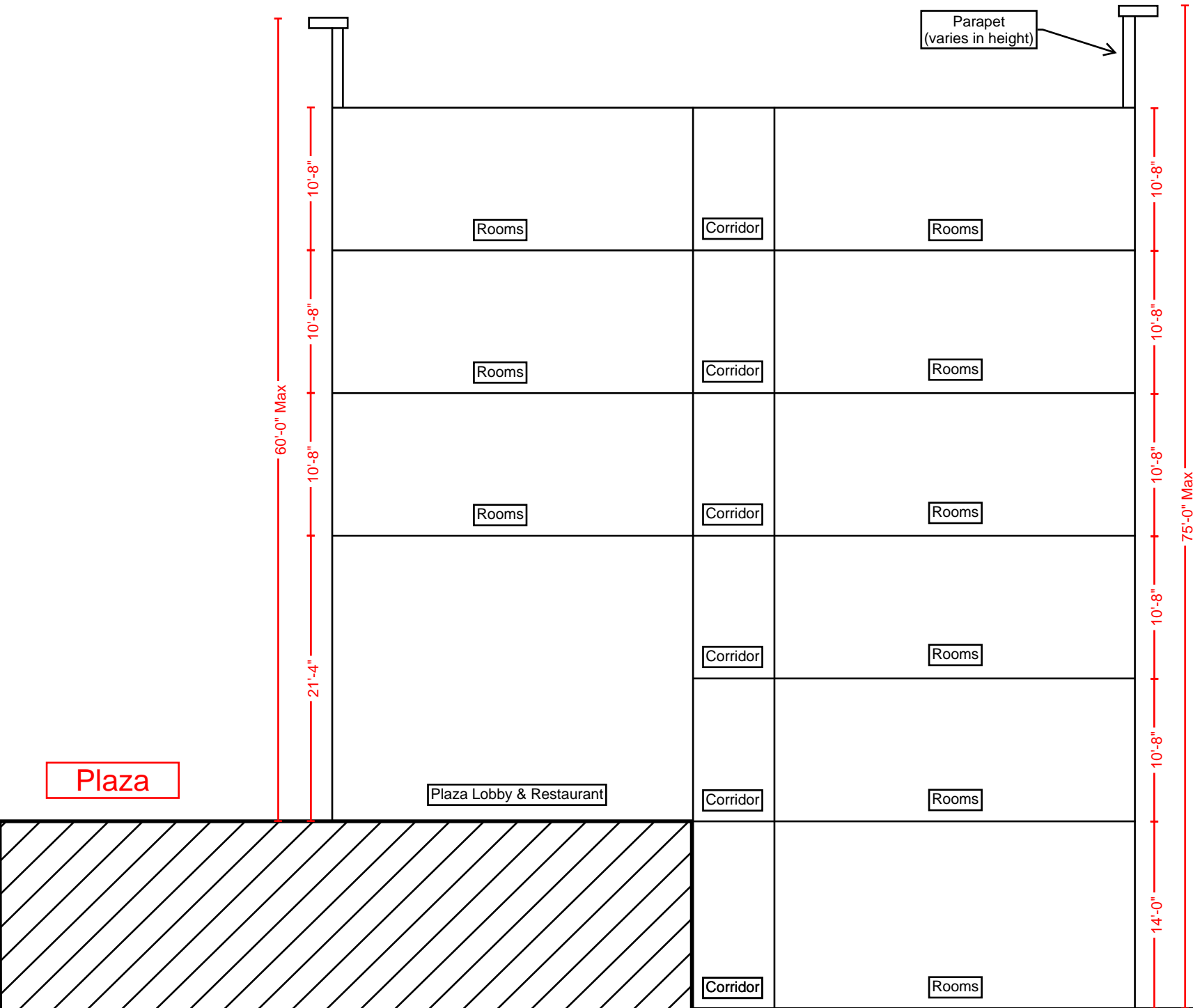
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SUP-24-0002  
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**Environmental Site Analysis****1. Conformance with the Comprehensive Plan**

Johns Creek Mixed-Use Development seeks to obtain a rezoning of 44-acres of the existing 55-acre site at the intersection of McGinnis Ferry Road and Johns Creek Parkway. The site is located adjacent to other commercial and residential buildings. The Site is currently zoned in the Industrial Park District (M-1A) and is seeking to rezone to the Town Center Mixed Use District (TC-X).

The subject property lies within the City's Tech Park Community Area for the current effective City of Johns Creek Comprehensive Plan. The Tech Park land use map in the Plan designates the subject property as Commercial – Office as it exists today and is proposed to redevelop to a Mixed-Use High-Intensity district. The proposed rezoning is consistent with the intent for the future of the Tech Park Community area, and is intended to maximize the benefit of the community within the allocated Build-Out Analysis designated in the Plan. The core goal for the Tech Park Community Area is to become the City's new "Town Center" and serve as a live-work-play destination, which this rezoning and redevelopment will help fulfill.

**2. Environmental Impacts of Proposed Project**

The subject property totals approximately 55 acres and is located at the intersection of McGinnis Ferry Road and Johns Creek Pkwy in the City of Johns Creek in Fulton County, Georgia (Figure 1). A desktop analysis was performed using various online and GIS data sources to gain an understanding of the property's conditions and potential resources. These sources include wetlands, floodplains, streams/stream buffers, topography, slope, vegetation, and documented protected species and cultural resources. A field study was conducted on June 15, 2022. Two ephemeral drainage channels near the southern portion of the Site were delineated. Both features have been determined by the City of Johns Creek to be non-buffered state waters and by the United States Army Corps of Engineers (USACE) to be non-jurisdictional waters of the US.

**a. Wetlands**

According to the National Wetlands Inventory (NWI), there are no mapped wetlands located within the property boundary. A subject field study was conducted on March 24, 2022, and no wetlands were observed within the property boundary. Known and potential aquatic resources are illustrated on Figure 2. Additionally, an approved jurisdictional determination request was submitted to the USACE for review. The USACE responded on March 28, 2024, that the site does not contain waters of the US, and is not within the jurisdiction of Section 404 of the CWA. The AJD is included in Attachment B.

**b. Floodplain**

Areas classified as 100-year floodplains are subject to regulations that limit the extent to which development and fill activities can occur. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) information, the subject property does not contain Zone A 100-year floodplains (Figure 4).

**c. Streams/Stream Buffers**

According to the National Hydrography Datasets (NHD), there were no mapped streams located within the property boundary. Based on the field study conducted on March 24, 2022, two (2) ephemerals drainage channels were delineated near the southern portion of the property boundary and have been determined by the City of Johns Creek to be non-buffered streams. Known and potential aquatic resources are illustrated on Figure 2.

**d. Slopes Exceeding 25 percent over 10-foot Rise in Elevation**

Using the *Duluth, GA* USGS topographic maps, slopes and draws were identified within the site boundaries (Figure 3). The land surface generally slopes from higher points in the northern portion of the property towards the southern portion of the site.

#### e. Vegetation

The subject site is dominated by commercial development with associated parking lots with surrounding mixed-species forests within the property boundary (Figure 2). The subject site is located within the Southern Inner Piedmont Ecoregion (Level IV) of Georgia.

#### f. Wildlife

An online review of protected wildlife and plant species was performed to assess threatened or endangered State and Federal species that have known occurrences on or near the site. The Federal list of species within the property boundary in Fulton County was generated through the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system query report and the State list was generated through the Georgia Department of Natural Resources (GADNR) Natural Heritage Program (NHP) Species of Concern list. These reports are included in Attachment C.

The IPaC report documented two (2) species on the federal list in Fulton County.

The *Duluth, GA, NE Quarter Quad* and the *Duluth, GA, SE Quarter Quad* reports documented five (5) species with state protection or ranked. Based on the desktop analysis of the subject project site, critical habitat for State and Federally protected species was not observed within the property boundary.

Type	Common Name	Scientific Name	Federal or State Rank	Critical Habitat at This Location? (Y/N)
Insect	Monarch Butterfly	<i>Danaus plexippus</i>	FC	N
Flowering Plant	White Fringeless Orchid	<i>Platanthera integrilabia</i>	FT	N
Insect	Meske's Skipper	<i>Hesperia meskei</i>	G3G4	N
Fish	Shoal Bass	<i>Micropterus cataractae</i>	G3	N
Plant	American Ginseng	<i>Panax quinquefolius</i>	G3G4	N
Mammal	Tri-colored bat	<i>Perimyotis subflavus</i>	G3G4	N
Insect	Baltimore Checkerspot	<i>Euphydryas phaeton</i>	G4	N
Key: FC = Federal Candidate, FT = Federally Threatened G3 = Vulnerable, G4 = Apparently Secure				

At the present time, the State of Georgia does not have state regulations that require State protected species investigations for privately funded projects. The list of State species both with and without protection are intended to provide the project with a level of due diligence to satisfy decision making. Based on the information provided by USFWS and GADNR, suitable habitat for protected species is not located within the property boundary.

#### g. Archeological/Historical Sites

An online review of available resources was performed to assess known listed sites that may have cultural or historic significance (Attachment D). The restricted public access database of the *National Register of Historic Places (NRHP)* did not result in any historic sites within one (1) mile of the property. A review of the *Georgia Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS)* database was performed and resulted in two (2) designated historical resources located within one (1) mile of the proposed project site. These historical resources are in residential neighborhoods east of the property boundary. Based on the current land use plan, it is reasonably probable that direct impacts to cultural resources and their viewsheds are not expected to occur.



### 3. Project Implementation Measures

#### a. ***Protection of Environmentally Sensitive Areas***

No State or City buffers are located within the property boundary. The site does not contain any additional environmentally sensitive areas i.e., floodplains, slopes exceeding 25 percent, river corridors, etc.

#### b. ***Protection of Water Quality***

There are no existing stormwater management on the existing development. All proposed improvements to the subject property will be designed in accordance with current effective City of Johns Creek and *Georgia Stormwater Management Manual* design regulations for Water Quality and Stormwater Management at the time of development.

#### c. ***Minimization of Negative Impacts on Existing Infrastructure***

The project proposes to replace existing infrastructure with the proposed mixed-use development. The existing office building and its associated parking lot located near the northern portion of the Site will remain. There are no indications that the site contains environmentally stressed communities.

#### d. ***Minimization on Archeological/Historically Significant Areas***

There are no known archeological/historically significant areas within the property boundary.

#### e. ***Minimization of Negative Impacts on Environmentally Stressed Communities***

Proposed improvements to the site include the fill in the two (2) ephemeral drainage channels present within the Site boundary. As mentioned above, the USACE has determined, through the approved jurisdictional determination process, that the site does not contain waters of the US, and is not within the jurisdiction of Section 404 of the CWA.

#### f. ***Creation and Preservation of Green Space and Open Space***

All future improvements to the subject property shown in the Rezoning Site Plan / Master Plan will be designed in accordance with City of Johns Creek regulations for preservation of Green Space and Open Space.

#### g. ***Protection of Citizens from the Negative Impacts of Noise and Lighting***

The site is currently developed and proposes rezoning to allow for future development and expansion. Impacts to noise or lighting impacts to citizens will be minimized and avoided to the extent practicable.

#### h. ***Protection of Parks and Recreational Green Space***

Existing green space on the site will not be impacted. Additional green space is proposed to be added throughout the property.

#### i. ***Minimization of Impacts to Wildlife Habitats***

No suitable habitats of Federally or State Listed species are located within the property boundary. There are no impacts anticipated to wildlife or wildlife habitats within the property boundary.

### **Summary**

Based on the preceding of our Environmental Site Analysis, if determined necessary by the City of Johns Creek and/or other authority-having agencies, additional studies, coordination, and permitting may be required at a later date. The proposed project is not anticipated to encroach upon or adversely affect environmental, cultural, or historic resources.

## Attachments

### Attachment A: Project Figures

- Figure 1: Vicinity Map
- Figure 2: Aquatic Resources Map
- Figure 3: USGS Topographic Map
- Figure 4: FEMA Floodplain Map
- Figure 5: Existing Boundary Survey
- Figure 6: Proposed Site Plan

### Attachment B

- USACE Approved Jurisdictional Determination

### Attachment C

- Figure 1: IPaC Report
- Figure 2: Duluth, GA, NE Quarter Quad
- Figure 3: Duluth, GA, SE Quarter Quad

### Attachment D

- Figure 1: NRHP Map
- Figure 2: GNAHRGIS Map

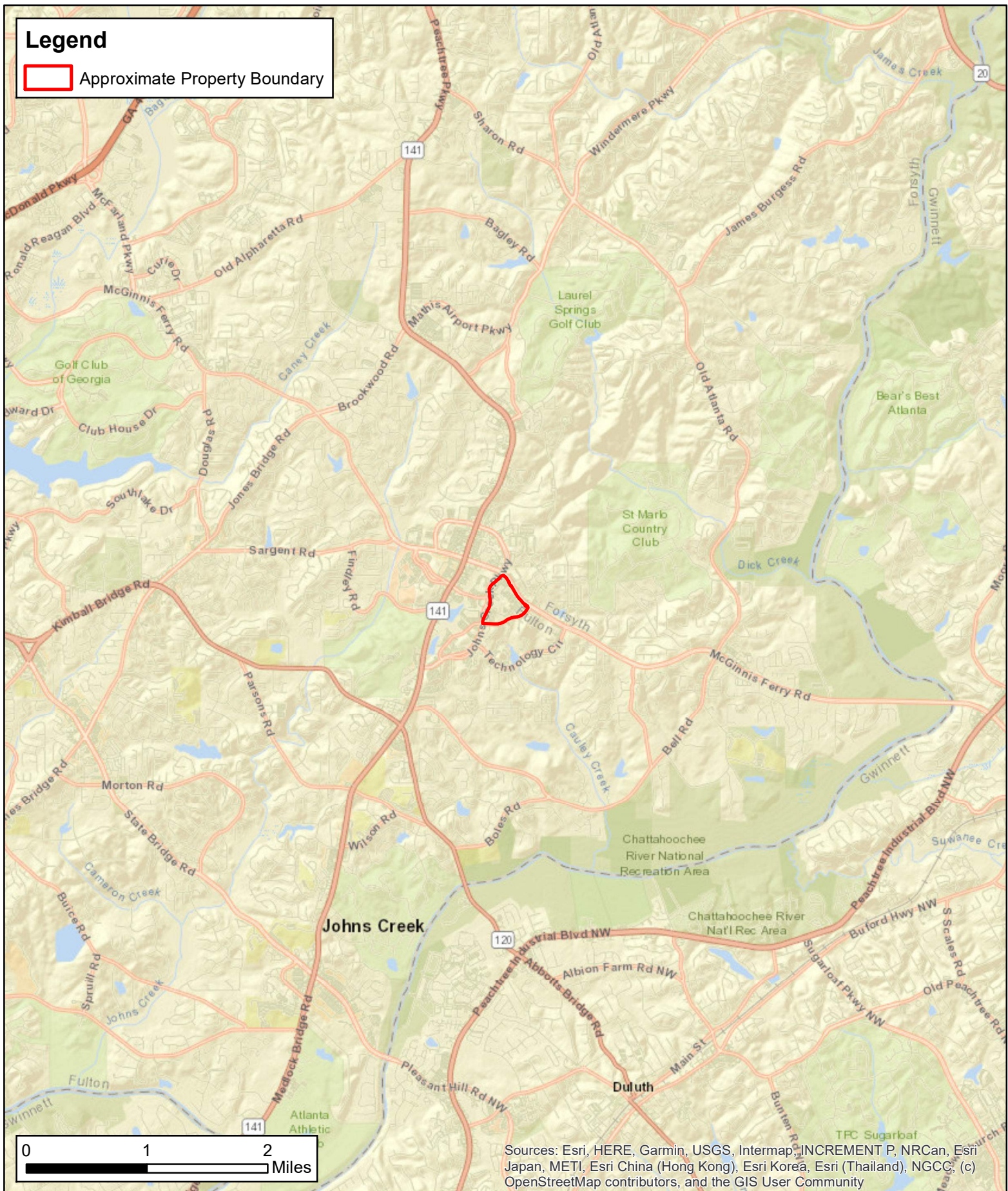


Attachment A:  
Project Figures







# Legend

 Approximate Property Boundary

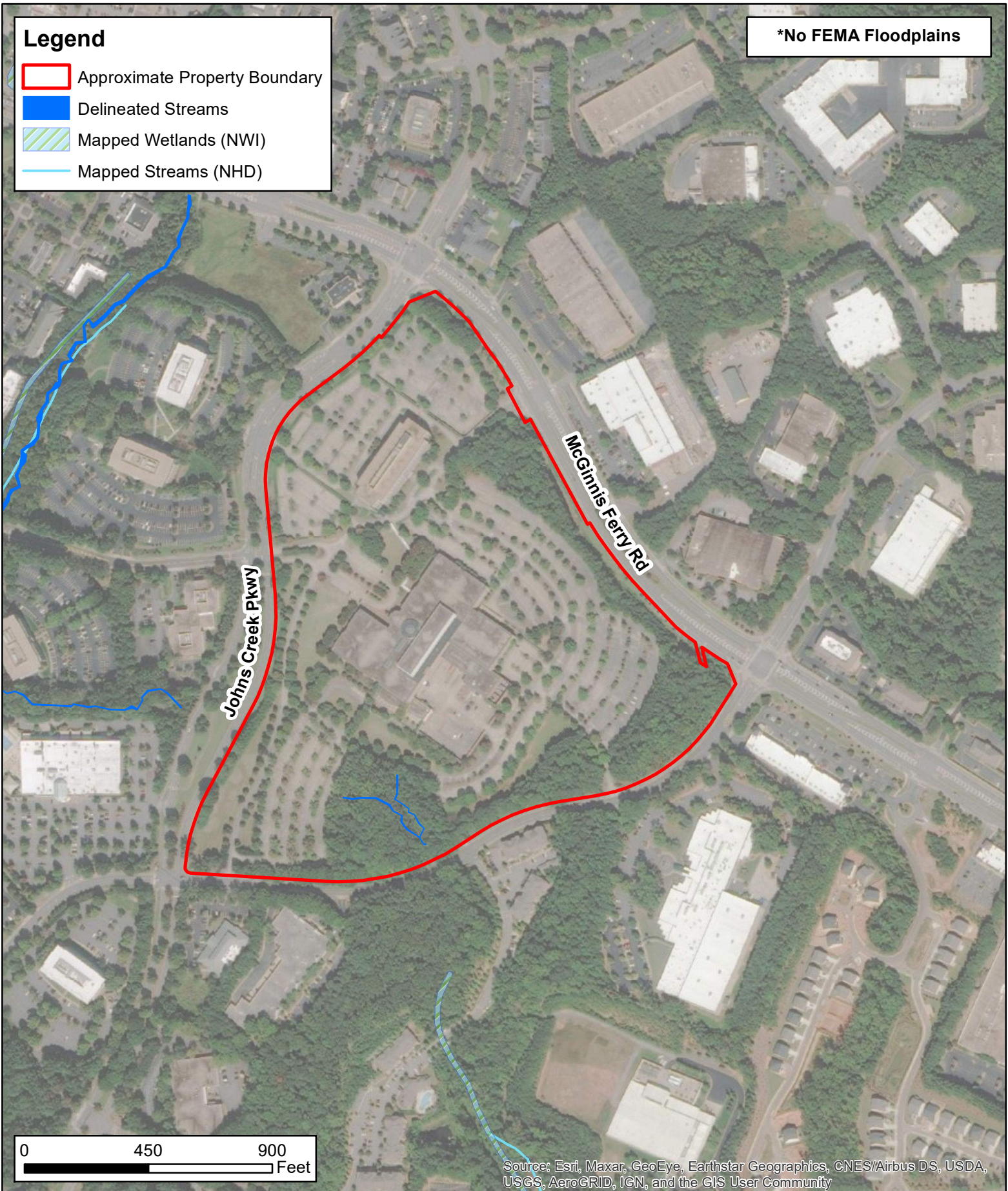




## Legend

-  Approximate Property Boundary
-  Delineated Streams
-  Mapped Wetlands (NWI)
-  Mapped Streams (NHD)

\*No FEMA Floodplains





**Legend**

 Approximate Property Boundary

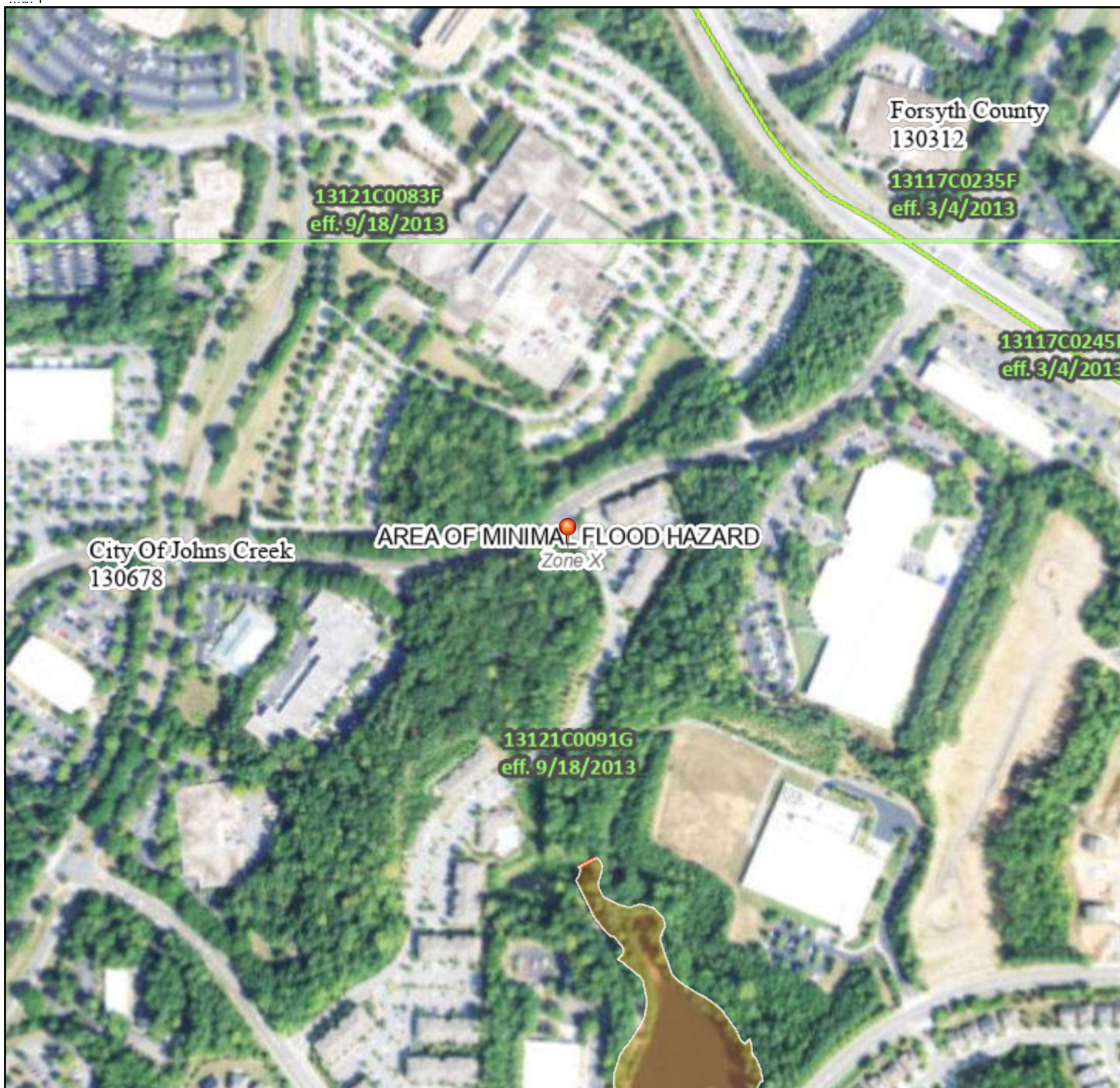
\*No FEMA Floodplains















HJGG

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LWKRW %DH)PRG OHYDWRQ %  
=RQ\$ 9 \$  
LWK%RUFSWK =RQ\$ 2 \$-9 \$  
\$HODWRU\PRGQ










7-5862  
12-5

	\$DDO 800HPRG-EGUG \$HDV R DDDO R00H0IORGZWKDHDH G\$WKOHV W00RQH1RW RU ZWKDLOO DHDV R OHV W00RQH1VUHPOHCH;
	XWJH R00 WLRO/\$DDO 800HPRG-EGUG #RCH;
	\$HDZWK\$G0RPGRG\$NGHWR YHH 0H1RW/ #RCH;
	\$HDZWKDPRG\$NGHWRYHH #RCH'

7-5886

2300	\$JHDR QLEB DPG-EPUG	=FCH;
	(HFWLYH2)	
	\$JHDR Q3WHUEQHGPG-EPUG	=FCH
----	8000D 80YHUW RU 6VRUR2U	
	AMHLEH RU DPG200	

113  
678786

 8URV 6FWLRQ/ZWKSDDD 8KQFH  
 DMVH 6UIDHCHDMLRQ  
 8DWDWD 7UDQ\FW  
 %DHPRGCHDMLRQLQH %  
 LEW R 6WV  
 -XULVLFWLRQ%RQD\  
 8DWDWD 7UDQ\FW %DMLQH  
 3RLOH%DMLQH  
 6URUDSLFHWXUH

25  
1936

836

- ☐ L.L.WDD DWD\$LODEOH
- ☐ R.L.LWDD DWD\$LODEOH
- ☒ 8PS-G



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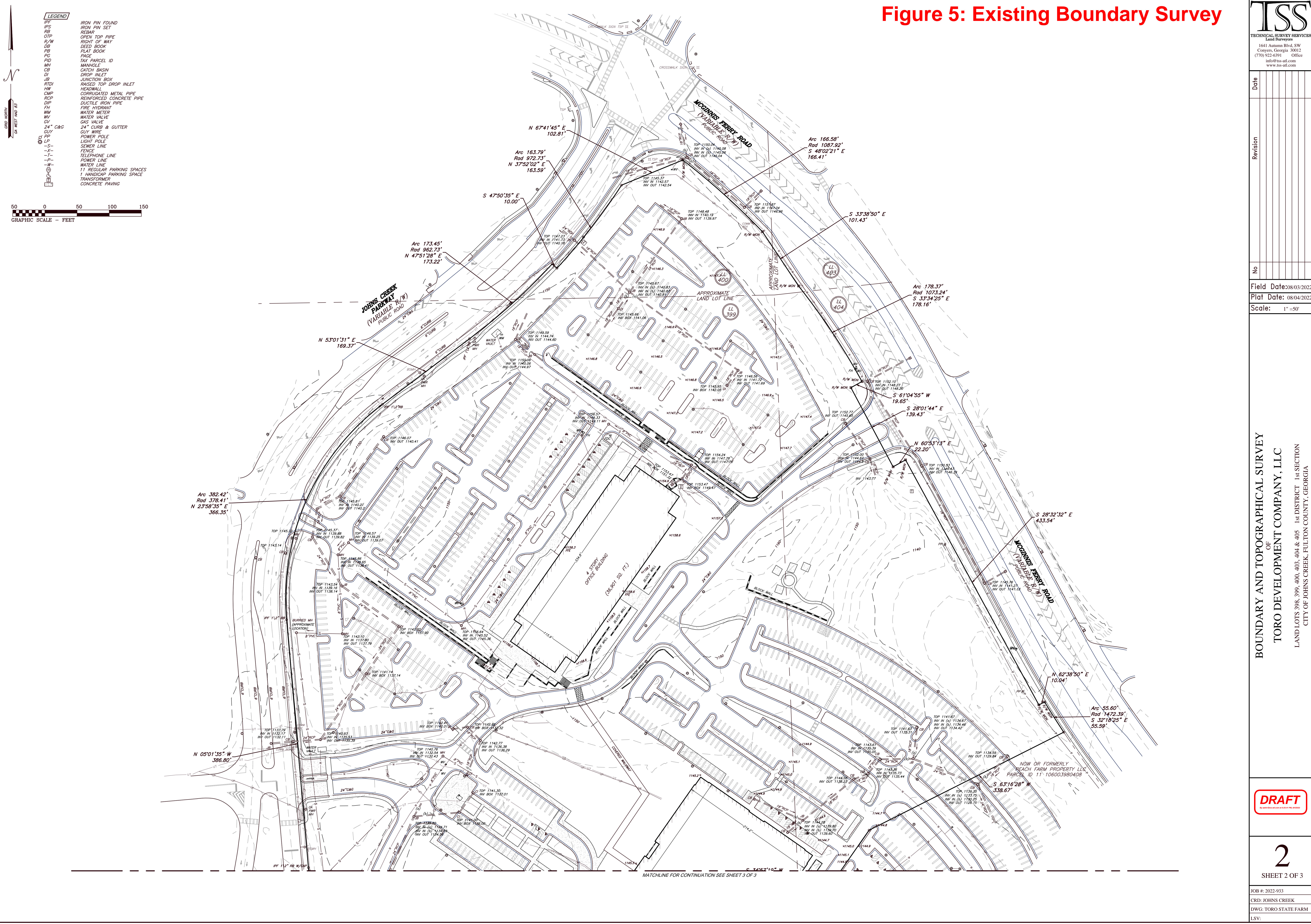
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ZVJHFWHWHGFR DW \$ DOGGRH/GRW  
UHOHFW FROQH/RJ DQDQGVWVXBHIXQV WRWKLVGDVHDOG  
WLFJ 7K1YDOGHIHFWLYHLQRUBMLRQBFRQDHRJ  
BFFRJVHVGGBG QZQZDVRHJ WLFJ

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OHNGQVODHEVBSUHDVLRQDWHFRQWLGLQWLILHUV  
JSSQHOQHVDGQSHHFWLYHQDWHOSLBH/IRU  
XBSGQDQGXGQJGJGJH/FDQRWBXHXGIRU  
UHQDWRUUSURV



Figure 5: Existing Boundary Survey



TSS

TECHNICAL SURVEY SERVICES

Land Surveyors

1641 Annuna Blvd. SW

Conyers, Georgia 30012

(770) 922-6391

info@tss-atl.com

www.tss-atl.com

Date

Revision

No

Field Date: 08/03/2022

Plot Date: 08/04/2022

Scale: 1" = 50'

BOUNDARY AND TOPOGRAPHICAL SURVEY

OF

TORO DEVELOPMENT COMPANY, LLC

LAND LOTS 398, 399, 400, 403, 404 & 405 1st DISTRICT 1st SECTION

CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

DRAFT

2

SHEET 2 OF 3

JOB #: 2022-933

CRD: JOHNS CREEK

DWG: TORO STATE FARM

LSV:



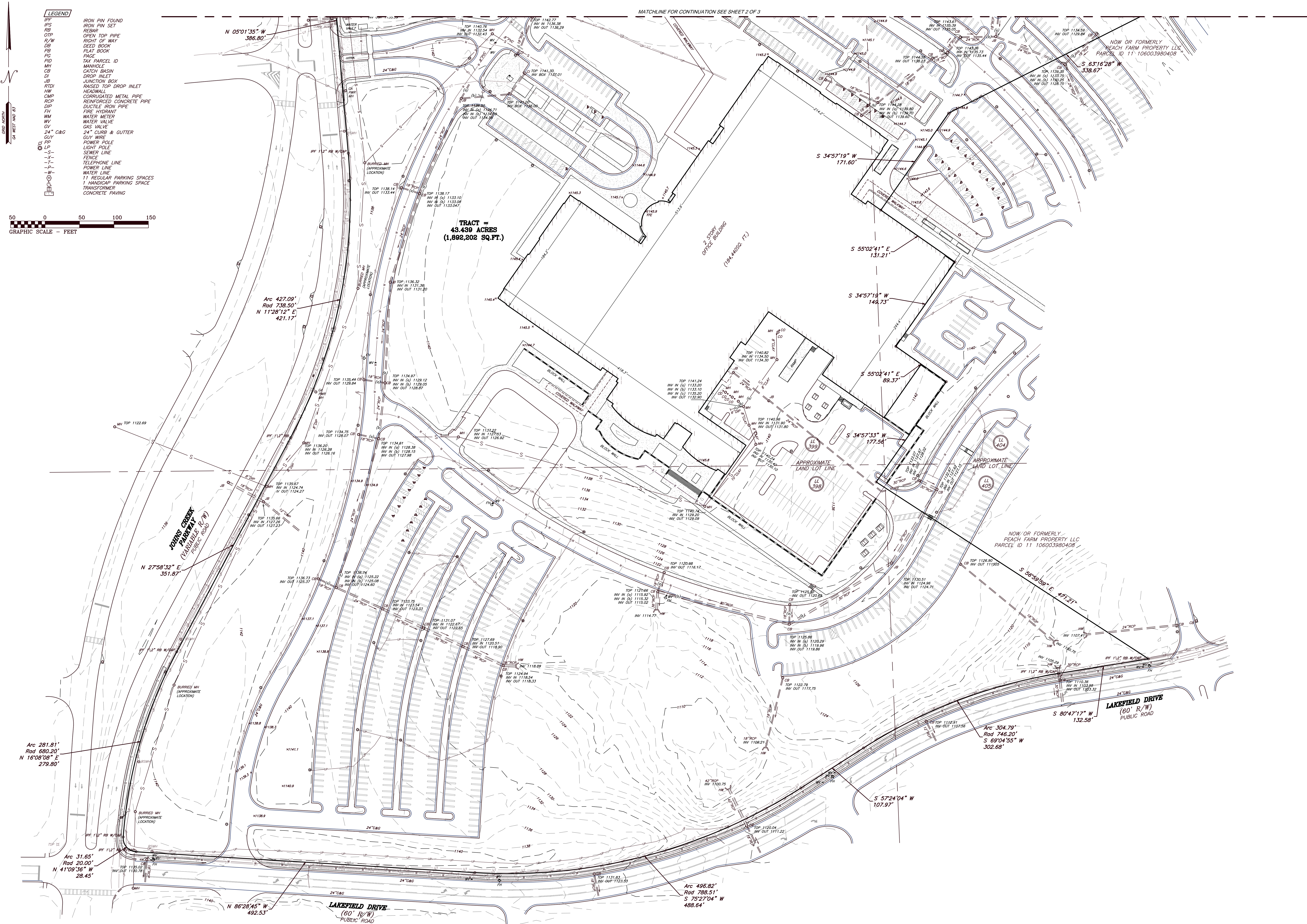
Date	
Revision	
No	
Field Date: 08/03/2022	
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DRAFT

3  
SHEET 3 OF 3

JOB #: 2022-933  
CRD: JOHNS CREEK  
DWG: TORO STATE FARM  
LSV:





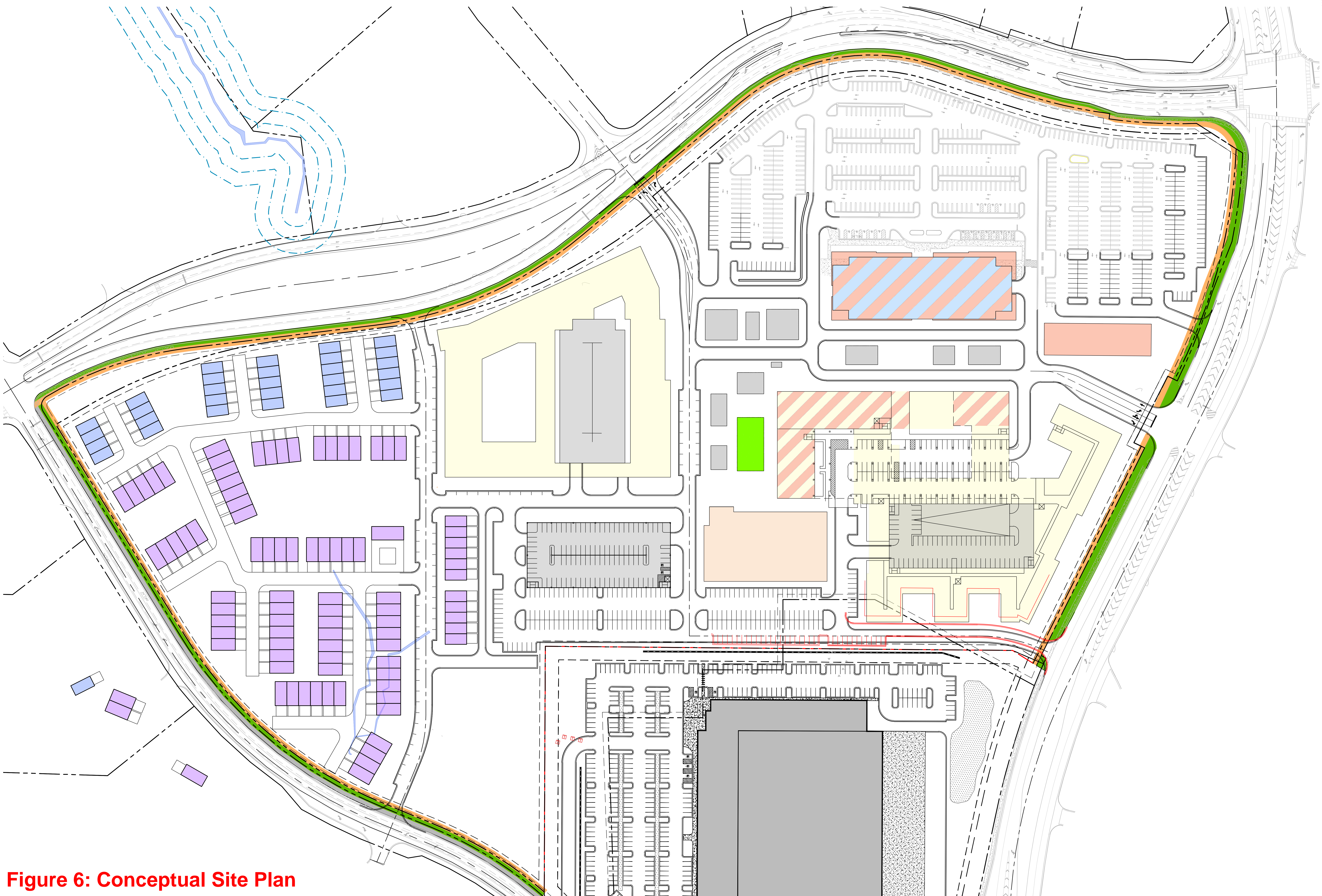


Figure 6: Conceptual Site Plan





Attachment B:

USACE Jurisdictional Determination  
March 28, 2024



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT  
4751 BEST ROAD, SUITE 140  
COLLEGE PARK, GEORGIA 30337

March 28, 2024

Regulatory Division  
SAS-2022-01080

Toro Development Company, LLC,  
Attention: Mr. John Kelley,  
6200 Avalon Blvd  
Alpharetta, Georgia 30009

Dear Mr. Kelley:

I refer to the letter submitted on your behalf by Kimley-Horn and Associates Incorporated, requesting an approved Jurisdictional Determination (AJD) for the approximately 43-acre project site, which is the former location of the State Farm Insurance office campus, accessed at 11350 Johns Creek, which is located northwest of the intersection of McGinnis Ferry Road and Lakefield Drive, in Johns Creek, Fulton County, Georgia (center coordinates located at latitude: 34.06239, longitude: -84.1628). This project has retained previously assigned file number SAS-2022-01080, and it is important that you refer to this number in all communication concerning this matter.

***This letter supersedes the verification letter issued on January 20, 2023.***

We have completed an approved JD for the site. Any wetlands on-site were delineated in accordance with criteria contained in the 1987 "Corps of Engineers Wetland Delineation Manual," as amended by the most recent regional supplements to the manual. I have enclosed an "AJD Memorandum for Record," which details whether aquatic resources present on the site are subject to the jurisdiction of the U.S. Army Corps of Engineers and how the Corps determined jurisdiction.

There are two non-jurisdictional waters present on the subject property, as depicted on the exhibit, "Figure 8: USACE Existing Conditions Map, Johns Creek Mixed Use, Fulton County, Georgia", dated September 2022, that are not waters of the United States and therefore not within the jurisdiction of Section 404 of the Clean Water Act (33 United States Code § 1344). The placement of dredged or fill material into these waters would not require prior Department of the Army authorization pursuant to Section 404.

This approved JD will remain valid for a period of 5 years unless new information warrants revision prior to that date. You may request an administrative appeal for any approved JD under the Corps regulations at 33 Code of Federal Regulations (CFR) Part 331. Enclosed, you will find a Notification of Administrative Appeal Options and Process and Request for Appeal form.



The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center prior to starting work.

If you intend to sell property that is part of a project that requires Department of the Army Authorization, it may be subject to the Interstate Land Sales Full Disclosure Act. The Property Report required by Housing and Urban Development Regulation must state whether or not a permit for the development has been applied for, issued, or denied by the U.S. Army Corps of Engineers (Part 320.3(h) of Title 33 of the CFR).

This communication does not convey any property rights, either in real estate or material or any exclusive privileges. It does not authorize any injury to property, invasion of rights, or any infringement of federal, state, or local laws, or regulations. It does not obviate your requirement to obtain state or local assent required by law for the development of this property. If the information you have submitted, and on which the U.S. Army Corps of Engineers has based its determination is later found to be in error, this decision may be revoked.

An electronic copy of this letter is being provided to the following party:  
Mr. Marcus Rubenstein, Kimley-Horn and Associates Incorporated, (via email: [marcus.rubenstein@kimley-horn.com](mailto:marcus.rubenstein@kimley-horn.com)).

Thank you in advance for completing our online Customer Survey Form located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. We value your comments and appreciate your taking the time to complete a survey each time you interact with our office.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT  
4751 BEST ROAD, SUITE 140  
COLLEGE PARK, GEORGIA 30337

CESAS-RDP

28 March 2024

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Pre-2015 Regulatory Regime  
Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322  
(2023),<sup>1</sup> SAS-2022-01080 (Medley Mixed-Use Development, Fulton County)

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.<sup>2</sup> AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.<sup>3</sup> For the purposes of this AJD, we have relied on section 10 of the Rivers and Harbors Act of 1899 (RHA),<sup>4</sup> the Clean Water Act (CWA) implementing regulations published by the Department of the Army in 1986 and amended in 1993 (references 2.a. and 2.b. respectively), the 2008 *Rapanos-Carabell* guidance (reference 2.c.), and other applicable guidance, relevant case law and longstanding practice, (collectively the pre-2015 regulatory regime), and the *Sackett* decision (reference 2.d.) in evaluating jurisdiction.

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. The features addressed in this AJD were evaluated consistent with the definition of “waters of the United States” found in the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. This AJD did not rely on the 2023 “Revised Definition of ‘Waters of the United States,’” as amended on 8 September 2023 (Amended 2023 Rule) because, as of the date of this decision, the Amended 2023 Rule is not applicable Georgia due to litigation.

1. SUMMARY OF CONCLUSIONS.

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<sup>1</sup> While the Supreme Court's decision in *Sackett* had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

<sup>2</sup> 33 CFR 331.2.

<sup>3</sup> Regulatory Guidance Letter 05-02.

<sup>4</sup> USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

CESAS-RDP

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAS-2022-01080 (Medley Mixed-Use Development, Fulton County)

- a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

Name of Aquatic Resource	JD or Non-JD	Section 404/Section 10
Stream 1	Non-JD	N/A
Stream 2	Non-JD	N/A

- i. Stream 1, non-jurisdictional, no authority
- ii. Stream 2, non-jurisdictional, no authority

2. REFERENCES.

- a. Final Rule for Regulatory Programs of the Corps of Engineers, 51 FR 41206 (November 13, 1986).
- b. Clean Water Act Regulatory Programs, 58 FR 45008 (August 25, 1993).
- c. U.S. EPA & U.S. Army Corps of Engineers, Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* (December 2, 2008)
- d. *Sackett v. EPA*, 598 U.S. \_\_, 143 S. Ct. 1322 (2023)

3. REVIEW AREA. The approximately 43-acre project site is the former location of the State Farm Insurance office campus, accessed at address 11350 Johns Creek, which is located northwest of the intersection between McGinnis Ferry Road and Lakefield Drive, in Johns Creek, Fulton County, Georgia (center coordinates located at latitude: 34.06239, longitude: -84.1628).

- A. Project Are Size (in acres): **43 acres**
- B. Center Coordinates of the Project Site (in decimal degrees)  
Latitude: **34.06239** Longitude: **-84.1628**
- C. Nearest City or Town: **Johns Creek**
- D. County: **Fulton**
- E. State: **Georgia**



CESAS-RDP

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAS-2022-01080 (Medley Mixed-Use Development, Fulton County)

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), INTERSTATE WATER, OR THE TERRITORIAL SEAS TO WHICH THE AQUATIC RESOURCE IS CONNECTED.

**N/A**

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, INTERSTATE WATER, OR THE TERRITORIAL SEAS

**N/A**

6. SECTION 10 JURISDICTIONAL WATERS<sup>5</sup>: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.<sup>6</sup>

**N/A**

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the pre-2015 regulatory regime. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

- a. TNWs (a)(1): **N/A**

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<sup>5</sup> 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce or is presently incapable of such use because of changed conditions or the presence of obstructions.

<sup>6</sup> This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

CESAS-RDP

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAS-2022-01080 (Medley Mixed-Use Development, Fulton County)

- b. Interstate Waters (a)(2): **N/A**
- c. Other Waters (a)(3): **N/A**
- d. Impoundments (a)(4): **N/A**
- e. Tributaries (a)(5): **N/A**
- f. The territorial seas (a)(6): **N/A**
- g. Adjacent wetlands (a)(7): **N/A**

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

- a. Describe aquatic resources and other features within the review area identified as “generally non-jurisdictional” in the preamble to the 1986 regulations (referred to as “preamble waters”).<sup>7</sup> Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA as a preamble water.

**N/A**

- b. Describe aquatic resources and features within the review area identified as “generally not jurisdictional” in the *Rapanos* guidance. Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA based on the criteria listed in the guidance.

**N/A**

- c. Describe aquatic resources and features identified within the review area as waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA. Include the size of the waste treatment system within the review area and describe how it was determined to be a waste treatment system.

**N/A**

- d. Describe aquatic resources and features within the review area determined to be prior converted cropland in accordance with the 1993 regulations (reference 2.b.). Include the size of the aquatic resource or feature within the review area and describe how it was determined to be prior converted cropland.

**N/A**

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<sup>7</sup> 51 FR 41217, November 13, 1986.

CESAS-RDP

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAS-2022-01080 (Medley Mixed-Use Development, Fulton County

- e. Describe aquatic resources (i.e., lakes and ponds) within the review area, which do not have a nexus to interstate or foreign commerce, and prior to the January 2001 Supreme Court decision in “*SWANCC*,” would have been jurisdictional based solely on the “Migratory Bird Rule.” Include the size of the aquatic resource or feature, and how it was determined to be an “isolated water” in accordance with *SWANCC*.

N/A

- f. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the pre-2015 regulatory regime consistent with the Supreme Court’s decision in *Sackett* (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

Name of excluded feature	Size (in acres)	Specific exclusion a-e
Stream1	346 linear feet (0.029 acres)	Feature is a non-relatively permanent water. Flow was determined by using the NCDDWQ Version 4.1.1 Stream Identification Form. Based on the data forms, the feature displayed weak geomorphology, hydrology, and biology.
Stream 2	235 (0.015 acres)	Feature is a non-relatively permanent water. Flow was determined by using the NCDDWQ Version 4.1.1 Stream Identification Form. Based on the data forms, the feature displayed weak geomorphology, hydrology, and biology.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

- a. 1. Date of Office (desktop review): March 11, 2024  
2. Date(s) of Field Review (if applicable): N/A
- b. Data sources used to support this determination (included in the administrative record).

- ☒ **Aquatic Resources delineation submitted by, or on behalf of, the requestor:** “Figure 8: USACE Existing Conditions Map, Johns Creek Mixed Use, Fulton County, Georgia”, received on September 2, 2022.
- ☒ **Photographs:** Photolog from February 7, 2024, site visit, Photographs No. 1-8.
- ☒ **Aerial Imagery:** Maxar, Global Enhanced GEOINT Delivery: Digital Earth Globe Tiled Aerial Imagery, date accessed March 11, 2024.
- ☒ **LIDAR:** National Regulatory Viewer (NRV), LiDAR with Hillshade layers, date accessed March 11, 2024.



CESAS-RDP

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAS-2022-01080 (Medley Mixed-Use Development, Fulton County)

- ☒ **USGS topographic maps:** USGS Website, Map Locator, NRV USGS topographic basemap date accessed March 11, 2024.
- ☒ **USGS NHD data/maps:** National Regulatory Viewer (NRV), NHD layer, data accessed March 11, 2024.
- ☒ **Antecedent Precipitation Tool Analysis:** Medley Mixed-use Development APT, accessed March 26, 2024
- ☒ **Other sources of Information:** U.S. Drought Monitor, Hall County, date accessed March 11, 2024; USGS StreamStats WIM Tool date accessed March 11, 2024, National Regulatory Viewer (NRV), FEMA data layers, date accessed March 11, 2024.

10. OTHER SUPPORTING INFORMATION. **N/A**

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

- 3 -

If you have any questions, please contact me by telephone at (678) 422-2728 or by email at [Oya.M.Money-Worthy@usace.army.mil](mailto:Oya.M.Money-Worthy@usace.army.mil)

Sincerely,

A handwritten signature in black ink that reads "Oya Money-Worthy". The script is cursive and fluid, with the first name "Oya" being more prominent than the last name.

Oya Money-Worthy  
Regulatory Specialist, Piedmont Branch

Enclosures

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**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS  
AND REQUEST FOR APPEAL**

Applicant: Mr. John Kelley		File Number: SAS-2022-01080	Date: March 28, 2024
Attached is:		See Section below	
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
<input type="checkbox"/>	PERMIT DENIAL		C
<input checked="" type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION		D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION		E

**SECTION I -** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://www.usace.army.mil/CECW/Pages/reg\\_materials.aspx](http://www.usace.army.mil/CECW/Pages/reg_materials.aspx) or Corps regulations at 33 CFR Part 331.

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

**ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

**OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit.

**ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

**APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

**ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

**APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. The division engineer must receive this form within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process, you may contact:

Oya Money-Worthy  
Regulatory Specialist  
US Army Corps of Engineers, Savannah District  
Piedmont Branch  
4751 Best Road, Suite 140  
College Park, Georgia 30337  
PHONE: (678) 422-2728  
EMAIL: [OYA.M.MONEY-WORTHY@USACE.ARMY.MIL](mailto:OYA.M.MONEY-WORTHY@USACE.ARMY.MIL)

If you only have questions regarding the appeal process, you may also contact:

Ms. Krista Sabin  
ADMINISTRATIVE APPEAL REVIEW OFFICER  
US Army Corps of Engineers, South Atlantic Division  
CESAD-PDS-O  
60 FORSYTH STREET, ROOM 10M15  
ATLANTA, GEORGIA 30303-8801  
PHONE: 904-314-9631  
EMAIL: [Krista.D.Sabin@USACE.ARMY.MIL](mailto:Krista.D.Sabin@USACE.ARMY.MIL)

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel and any government consultants to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:



Attachment C:

IPaC Report  
GADNR QQ Rare Elements Report



# IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

## Location

Fulton County, Georgia



## Local office

Georgia Ecological Services Field Office

☎ (706) 613-9493

📅 (706) 613-6059

355 East Hancock Avenue  
Room 320  
Athens, GA 30601-2523

# Endangered species

**This resource list is for informational purposes only and does not constitute an analysis of project level impacts.**

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species<sup>1</sup> and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries<sup>2</sup>).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

## Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> Wherever found No critical habitat has been designated for this species. <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a>	Candidate

## Flowering Plants

NAME	STATUS
White Fringeless Orchid <i>Platanthera integrilabia</i> No critical habitat has been designated for this species. <a href="https://ecos.fws.gov/ecp/species/1889">https://ecos.fws.gov/ecp/species/1889</a>	Threatened

## Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

## Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <https://www.fws.gov/program/migratory-birds/species>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern \(BCC\)](#) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME

BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)

### Bald Eagle *Haliaeetus leucocephalus*

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Breeds Sep 1 to Jul 31

### Chimney Swift *Chaetura pelagica*

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Breeds Mar 15 to Aug 25



**Kentucky Warbler** *Oporornis formosus*

Breeds Apr 20 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Prairie Warbler** *Dendroica discolor*

Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Prothonotary Warbler** *Protonotaria citrea*

Breeds Apr 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Red-headed Woodpecker** *Melanerpes erythrocephalus*

Breeds May 10 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

**Rusty Blackbird** *Euphagus carolinus*

Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

**Wood Thrush** *Hylocichla mustelina*

Breeds May 10 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

## Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

### Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is  $0.25/0.25 = 1$ ; at week 20 it is  $0.05/0.25 = 0.2$ .
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

### Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

### Survey Effort (I)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

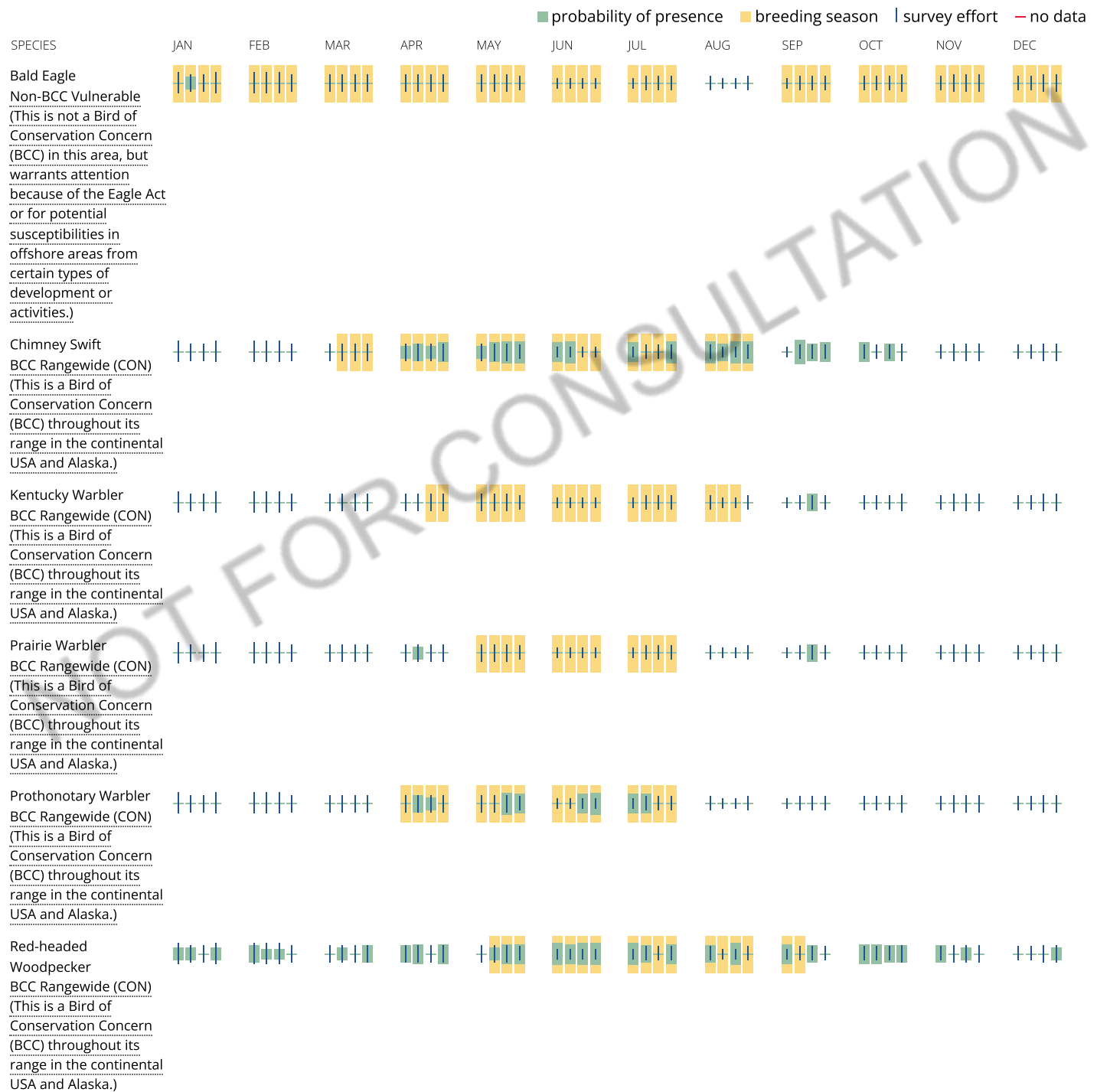
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

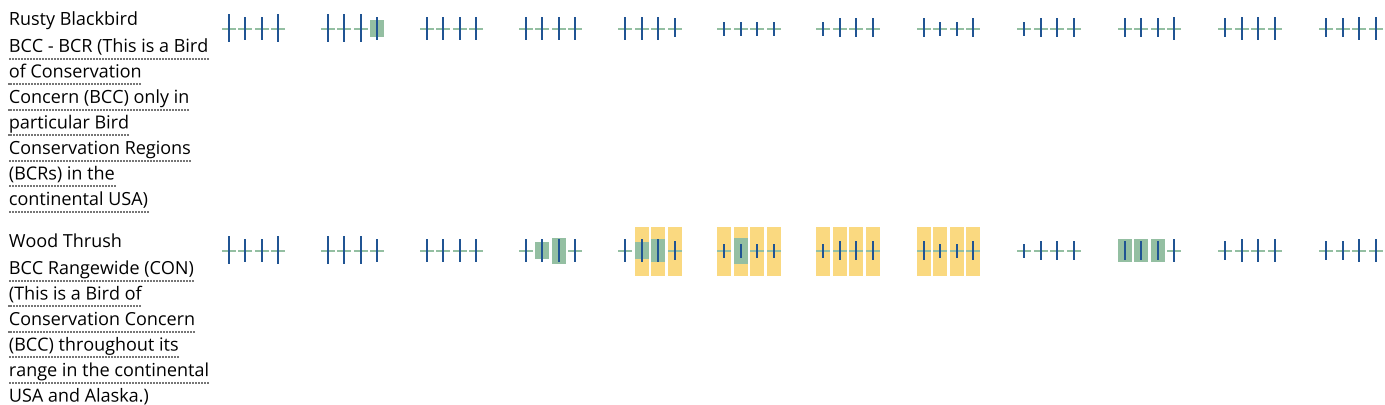
### No Data (—)

A week is marked as having no data if there were no survey events for that week.

### Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.





Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [Rapid Avian Information Locator \(RAIL\) Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the [RAIL Tool](#) and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).



Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

### Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

### What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

### Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

## Coastal Barrier Resources System

Projects within the [John H. Chafee Coastal Barrier Resources System](#) (CBRS) may be subject to the restrictions on federal expenditures and financial assistance and the consultation requirements of the Coastal Barrier Resources Act (CBRA) (16 U.S.C. 3501 et seq.). For more information, please contact the local [Ecological Services Field Office](#) or visit the [CBRA Consultations website](#). The CBRA website provides tools such as a flow chart to help determine whether consultation is required and a template to facilitate the consultation process.

THERE ARE NO KNOWN COASTAL BARRIERS AT THIS LOCATION.

### Data limitations

The CBRS boundaries used in IPaC are representations of the controlling boundaries, which are depicted on the [official CBRS maps](#). The boundaries depicted in this layer are not to be considered authoritative for in/out determinations close to a CBRS boundary (i.e., within the "CBRS Buffer Zone" that appears as a hatched area on either side of the boundary). For projects that are very close to a CBRS boundary but do not clearly intersect a unit, you may contact the Service for an official determination by following the instructions here: <https://www.fws.gov/service/coastal-barrier-resources-system-property-documentation>

### Data exclusions

CBRS units extend seaward out to either the 20- or 30-foot bathymetric contour (depending on the location of the unit). The true seaward extent of the units is not shown in the CBRS data, therefore projects in the offshore areas of units (e.g., dredging, breakwaters, offshore wind energy or oil and gas projects) may be subject to CBRA even if they do not intersect the CBRS data. For additional information, please contact [CBRA@fws.gov](mailto:CBRA@fws.gov).

# Facilities

## National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

## Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

## Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

### Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

### Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

### Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



All Rare Animals, Plants, Natural Plant Communities within Duluth, GA, NE Quarter Quad

CSV Excel More Columns Rows filtered / total: 2 / 2 -- Records updated July 18, 2022

Scientific Name ▲	Common Name ▲	GA Prot ▲	US Prot ▲	GRank ▲	SRank ▲	
<input type="text" value="filter column..."/>	<input type="text" value="filter column..."/>	<input type="text" value="filter column..."/>	<input type="text" value="filter colu"/>	<input type="text" value="filter col"/>	<input type="text" value="filter col"/>	
<a href="#">Hesperia meskei</a>	<a href="#">Meske's Skipper</a>			G3G4	S2S3	
<a href="#">Micropterus cataractae</a>	<a href="#">Shoal Bass</a>			G3	S2	





## All Rare Animals, Plants, Natural Plant Communities within Duluth, GA, SE Quarter Quad

CSV Excel More Columns Rows filtered / total: 4 / 4 -- Records updated July 18, 2022

Scientific Name ▲	Common Name ▲	GA Prot ▲	US Prot ▲	GRank ▲	SRank ▲	
filter column...	filter column...	filter column...	filter colu	filter col	filter col	
<a href="#">Hesperia meskei</a>	<a href="#">Meske's Skipper</a>			G3G4	S2S3	
<a href="#">Panax quinquefolius</a>	<a href="#">American Ginseng</a>			G3G4	S3	
<a href="#">Perimyotis subflavus</a>	<a href="#">Tri-colored Bat</a>			G3G4	S2	
<a href="#">Euphydryas phaeton</a>	<a href="#">Baltimore Checkerspot</a>			G4	S2	



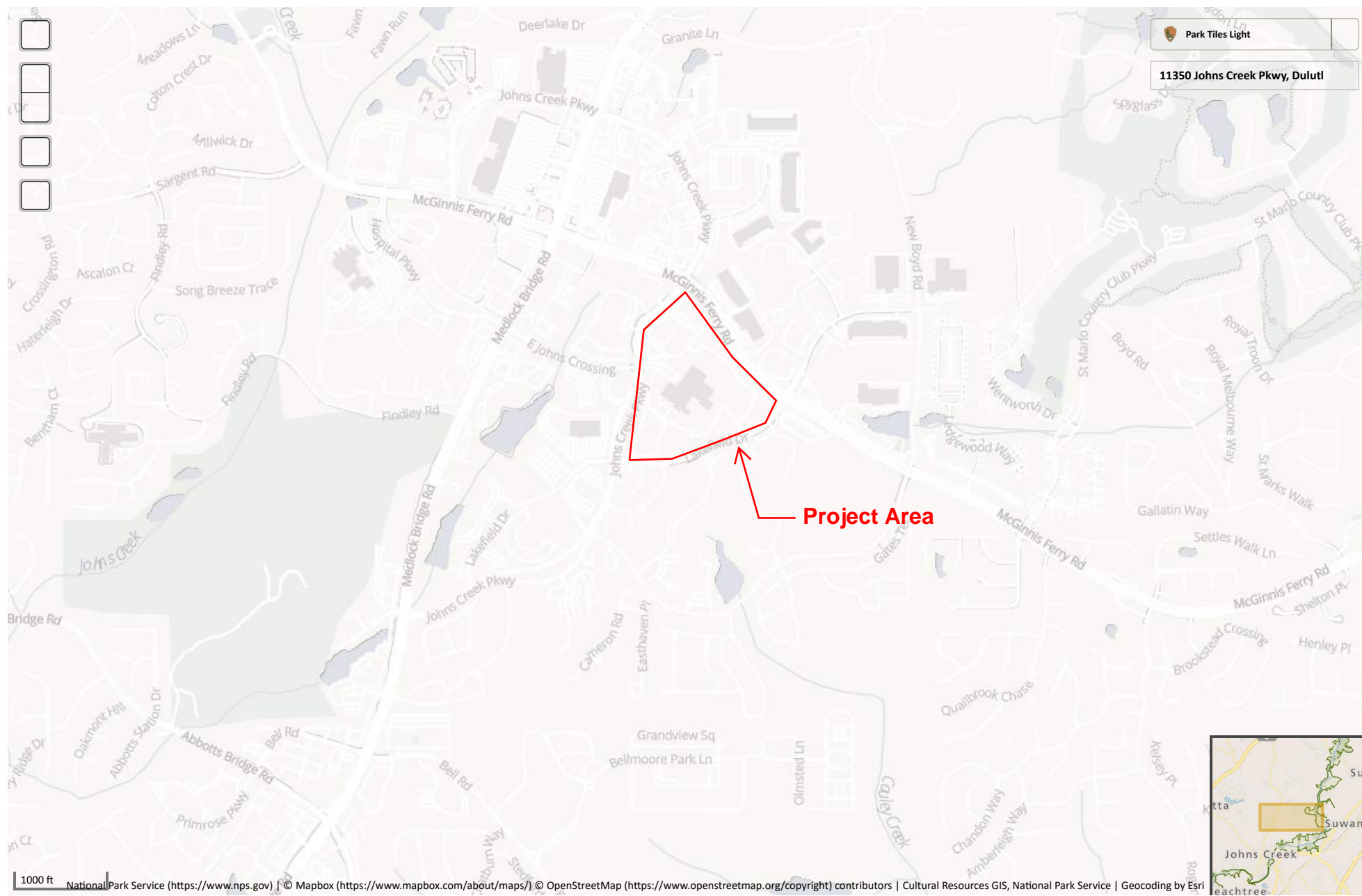
Attachment C:

NRHP Map  
GNAHRGIS Map

# National Register of Historic Places

National Park Service  
U.S. Department of the Interior

Public, non-restricted data depicting National Register spatial data processed by the Cultural Resources GIS facility. Last minor update, September 2020.







## MEMORANDUM

To: John Kelley, *Toro Development*

From: Harrison Forder, P.E., *Kimley-Horn and Associates, Inc.*  
John D. Walker, P.E., PTOE, *Kimley-Horn and Associates, Inc.*

Date: July 1, 2024

RE: **Medley, City of Johns Creek, GA – Trip Generation Memorandum**

Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning

Kimley-Horn is pleased to provide this memorandum regarding the trip generation for the proposed *Medley* development. A transportation analysis by Kimley-Horn was prepared for the same site in November 2022 (*Johns Creek Mixed-Use Development DRI #3742*). At that time, the project went through a Development of Regional Impact (DRI) review with the Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA). The ARC Final Report was issued on October 20, 2022, and the GRTA Notice of Decision was issued on November 8, 2022.

The purpose of this memorandum is to compare the trip generation differences between the land uses proposed in DRI #3742 and the new proposed land use and density. Out of the total development program, 50,000 SF of retail space previously analyzed has been replaced by a 175 room hotel with a 5,000 SF restaurant and approximately 8,000 SF of meeting/event space. The existing office building on-site is currently being demolished. The site is located east of Johns Creek Parkway, south of McGinnis Ferry Road, and northwest of Lakefield Drive in the City of Johns Creek, Georgia.

## PROJECT OVERVIEW

The site was rezoned in 2022 after completion of the DRI, however the proposed change in land use would require a modification of the approved zoning. **Table 1** below summarizes the original DRI entitlement and the new proposed land uses.

Table 1: 2022 DRI #3742 vs 2024 <i>Medley</i> Proposed Land Uses and Densities			
Land Use	Unit	2022 DRI #3742 Remaining DRI Entitlement	2024 <i>Medley</i> Proposed
Townhomes	DU	150 units	137 units
Multi-Family Housing (Mid-Rise)	DU	750 units	750 units
Hotel	Rooms	-	175 rooms*
Office	SF	110,000 SF	110,000 SF
Retail	SF	140,000 SF	90,000 SF
Restaurant	SF	60,000 SF	65,000 SF

\*Per the ITE Trip Generation Manual, the Hotel land use includes conference and meeting space commonly found in hotels. The proposed *Medley* site is anticipated to have approximately 8,000 SF of meeting/event space which is assumed to be incorporated into the 175-room hotel analysis.



Approximately 50,000 SF of retail space included in the DRI #3742 plan has been replaced with 175 hotel rooms and a 5,000 SF restaurant and approximately 8,000 SF of meeting/event space. The purpose of this memorandum is to provide a trip generation comparison between the land uses proposed in DRI #3742 (50,000 SF of retail space) and land uses proposed in the new Medley development (175 hotel rooms, 5,000 SF of restaurant space, and approximately 8,000 SF of meeting/event space).

Access to the proposed *Medley* development is unchanged from the DRI, which includes 3 existing full movement driveways, 1 proposed full movement driveway, and 4 proposed right-in/right-out driveway.

**Figure 1** provides a location map. **Figure 2** provides an aerial imagery of the project site.

## TRIP GENERATION

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the development and the distribution and assignment of that traffic through the study roadway network.

Anticipated trip generation for the proposed *Medley* development was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition, 2021. Consistent with the DRI analysis, reductions to gross trips are also considered in the analysis, including mixed-use reductions and pass-by reductions based on ITE methodologies, and alternative transportation mode reductions.

**Mixed-use reductions** occur when a site has a combination of different land uses that interact with one another. For example, people living in a residential development may walk to the restaurants and retail instead of driving off-site or to the site. This reduces the number of vehicle trips that will be made on the roadway, thus reducing traffic congestion. Mixed-use reductions were considered for interaction between the residential and retail uses on site.

**Alternative modes reductions** are taken when a site can be accessed by modes other than vehicles (walking, bicycling, transit, etc.). Alternative mode reductions were taken consistent with the GRTA Letter of Understanding for DRI#3742.

**Pass-by reductions** are taken for a site when traffic normally traveling along a roadway may choose to visit a retail or restaurant establishment that is along the vehicle's path. These trips were already on the road and would therefore only be new trips on the driveways.



The density and the project trip generation comparison for the approved DRI land uses and the new proposed land use are summarized in **Table 2**.

Table 2: Gross Trip Generation											
Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
DRI#3742 Proposed Land Uses (November 2022)											
Single-Family Attached Housing	215	150 units	1,092	546	546	72	22	50	86	49	37
Multi-Family Housing (Mid-Rise)	221	750 units	3,532	1,766	1,766	318	73	245	293	179	114
General Office Building	710	110,000 SF	1,260	630	630	182	160	22	180	31	149
Shopping Center (40K-150K)	821	140,000 SF	9,452	4,726	4,726	242	150	92	727	356	371
Restaurant	932	60,000 SF	6,432	3,216	3,216	574	316	258	543	331	212
Mixed-Use Reductions			-3,452	-1,726	-1,726	-292	-146	146	-878	-439	-439
Alternative Mode Reductions (5%)			-914	-457	-457	-54	-28	-26	-49	-26	-23
Pass-by Reductions			-5,068	-2,534	-2,534	-0	-0	-0	-236	-118	-118
Net New Trips			12,334	6,167	6,167	1,042	547	495	666	363	303
New Proposed Development (June 2024)											
Single-Family Attached Housing	215	137 units	994	497	497	66	20	46	78	44	34
Multi-Family Housing (Mid-Rise)	221	750 units	3,532	1,766	1,766	318	73	245	293	179	114
Hotel*	310	175 rooms	1,474	737	737	80	45	35	102	52	50
General Office Building	710	110,000 SF	1,260	630	630	182	160	22	180	31	149
Shopping Center (40K-150K)	821	90,000 SF	6,076	3,038	3,038	156	97	59	467	229	238
Restaurant	932	65,000 SF	6,968	3,484	3,484	622	342	280	588	359	229
Mixed-Use Reductions			-3,408	-1,704	-1,704	-302	-151	-151	-824	-412	-412
Alternative Mode Reductions			-844	-422	-422	-55	-29	-26	-45	-24	-20
Pass-by Reductions			-4,178	-2,089	-2,089	0	0	0	-187	-94	-94
Net New Trips			11,874	5,937	5,937	1,067	557	510	652	364	288
Difference in Net Project Trips			-460	-230	-230	+25	+10	+15	-14	+1	-15
% Difference in Net Project Trips			-4%	-4%	-4%	+2%	+2%	+3%	-2%	0%	-5%

\*Per the ITE Trip Generation Manual, the Hotel use includes conference and meeting space commonly found in hotels. The proposed Medley site is anticipated to have approximately 8,000 SF of meeting/event space which is assumed to be incorporated into the 175-room hotel analysis.

Based on the trip generation shown in **Table 2**, the new proposed *Medley* development density is projected to generate approximately 11,874 net new daily trips (5,937 in; 5,937 out), 1,067 net new AM peak hour trips, and 652 net new PM peak hour trips. The development is projected to generate approximately 460 fewer total daily trips, 25 more AM peak hour trips, and 14 fewer PM peak hour trips than the land use densities proposed in DRI #3742. The proposed *Medley* development will generate approximately 4% less gross daily trips and within 2% of the AM and PM peak hour traffic compared to land use densities proposed in DRI #3742.

## SUMMARY

This memorandum compares the site access and trip generation for the *Johns Creek Mixed Use Development* DRI #3742 (November 2022) and the currently proposed *Medley* development on the same site. Since the DRI, the development program has changed and 50,000 SF of retail space has been replaced with a 175-room hotel, 5,000 SF of restaurant space, and approximately 8,000 SF of meeting/event space. The access points remain unchanged from DRI #3742.

Based on the trip generation, the *Medley* development (175 hotel rooms, 5,000 SF of restaurant, and approximately 8,000 SF of meeting/event space) is expected to generate approximately 460 fewer net new daily trips (230 in; 230 out), 25 more net new AM peak hour trips, and 14 fewer net new PM peak hour trips than land use densities analyzed in the DRI #3742. No changes to the conditions outlined in the GRTA Notice of Decision are proposed.

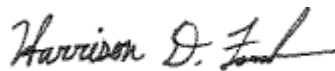
We hope this information is helpful. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



John D. Walker, P.E., PTOE  
Senior Vice President



Harrison Forder, P.E.  
Project Engineer

### Attachments:

- Figure 1: Site Location Map
- Figure 2: Site Aerial
- Trip Generation Analysis
- Johns Creek Mixed-Use Development DRI #3742 Site Plan (November 2022)
- *Medley* Site Plan (June 2024).

Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning



ALTA/NSPS LAND TITLE SURVEY

FOR

TORO DEVELOPMENT COMPANY, LLC

LAND LOTS 398, 399, 400, 403, 404 & 405 1st DISTRICT 1st SECTION

CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

Date	9/7/2023								
Revision	SHOW TRACTS AS TO BE SUBDIVIDED	2/6/2024							
No	1	2							

Orig Bndy: 8/12/2022

Field Date:s/20/2023

Plat Date: 8/24/2023

ALTA/NSPS LAND TITLE SURVEY  
FOR  
Medley Johns Creek Phase 1 Owner, LLC,  
Medley Johns Creek Phase 2 Owner, LLC  
& Medley Johns Creek TH Owner, LLC,  
LAND LOTS 398, 399, 400, 403, 404 & 405 1st DISTRICT 1st SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SURVEY NOTES

1. THERE IS OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS. PORTIONS OF THE SITE ARE UNDERGOING DEMOLITION.
2. THERE ARE PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
3. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MCGINNIS FERRY ROAD, JOHNS CREEK PARKWAY AND LAKEFIELD DRIVE, ALL PUBLIC RIGHT OF WAYS.
4. THE PROPERTY DESCRIBED HERON CREATES A MATHEMATICALLY CLOSED FIGURE WITHOUT THE PRESENCE OF ANY GAPS.
6. THE PROPERTY DESCRIBED HERON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE COMPANY COMMITMENT NO. 3020-1134349 WITH AN EFFECTIVE DATE OF JUNE 6, 2023 AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO HAVE BEEN PLOTTED HERON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
7. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES;

UNDERGROUND UTILITY NOTE

UNDERGROUND UTILITIES SHOWN WERE LOCATED AS FLAGGED BY AN UNDERGROUND UTILITY LOCATOR. TECHNICAL SURVEY SERVICES, INC. DOES NOT CERTIFY OR ASSUME RESPONSIBILITY TO THE EXACT LOCATION OR THE ACCURACY OF THE TYPE OF THOSE UTILITIES SHOWN.

FLOOD NOTE

THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBER 13121C00B3F AND 13121C00B1G, BOTH DATED SEPTEMBER 18, 2013. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOODPLAIN.

CONFORMITY STATEMENT

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 238,243 FEET AND AN ANGULAR ERROR OF .22" PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A LEICA TS12 TOTAL STATION AND AN CARLSON DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 921,373 FEET.

ZONING NOTE

THE SUBJECT PROPERTY IS ZONED TC-X (TOWN CENTER MIXED USE DISTRICT) (RZ-22-0008 & ORDINANCE 2022-12-32) \*ZONING INFORMATION LISTED BELOW IS PER ZONING SITE PLAN BY KIMLEY HORN AND ASSOCIATES, INC. DATED SEPTEMBER 12, 2022.

DRI CASE NUMBER: DRI 3742

SETBACKS AND BUFFERS:	
FRONT SETBACKS	10' (COMBINED BUILDING AND LANDSCAPE)
SIDE SETBACKS	NONE
MAXIMUM ALLOWABLE DENSITY	30 DWELLING UNITS PER ACRE
MINIMUM REQUIRED PARKING	2,280 SPACES (TOTAL)
RETAIL	160 SPACES
RESTAURANT	120 SPACES
ENTERTAINMENT	120 SPACES
OFFICE	330 SPACES
MULTIFAMILY	1,200 SPACES
TOWNHOMES	302 SPACES
MAXIMUM BUILDING HEIGHT	4 STORIES OR 60 FEET



VICINITY MAP

Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning

EXCEPTIONS IN TITLE COMMITMENT

FIRST AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NUMBER: 3020-1134349  
COMMITMENT DATE: DECEMBER 11, 2023

12. Right of Way Easement from Technology Park/Atlanta, Inc. to Southern Bell Telephone and Telegraph Company, dated June 10, 1985, filed for record June 19, 1985, and recorded in Deed Book 9570, Page 392, Fulton County, Georgia records. (May Affect Tracts 1, 2, 3, and R/W Tracts 1, Insufficient legal description to determine location)
13. Right of Way Easement from Technology Park/Atlanta to Sawnee Electric Membership Corporation, dated June 24, 1985, filed for record August 18, 1985, and recorded in Deed Book 9656, Page 234, aforesaid records. (May Affect Tracts 1, 2, 3, 4 and R/W Tracts 1 and 2, Insufficient legal description to determine location)
14. Indemnification and Maintenance Agreement between Technology Park/Atlanta and Fulton County, a political subdivision of the State of Georgia, dated December 9, 1985, filed for record March 27, 1986, and recorded in Deed Book 10024, Page 382, aforesaid records. (Does Affect Tracts 1, 2, 3, and R/W Tract 1, Not Plottable)
15. Right-of-Way Deed from Technology Park/Atlanta, Inc. to Georgia Power Company, dated July 19, 1986, filed for record July 17, 1986, and recorded in Deed Book 10220, Page 231, aforesaid records. (Does Affect R/W Tract 1 as Shown Hereon)
16. Easements and utilities that may be located within that portion of Findley Chapel Road abandoned pursuant to Quitclaim Deed between Fulton County and Waltech II, Associates, Inc., dated July 23, 1986, filed for record August 18, 1986, and recorded in Deed Book 10277, Page 232, aforesaid records. (Does Affect Tracts 1, 2, 3, and R/W Tract 1, Not Plottable)
17. Reservation of Easements contained in Warranty Deed from Waltech II Associates to State Farm Mutual Automobile Insurance Company, dated December 22, 1988, filed for record December 22, 1988, and recorded in Deed Book 12141, Page 332, aforesaid records. (Does Affect Tracts 1-4 and R/W Tracts 1 and 2, Not Plottable)
18. Right of Way Easement from State Farm Mutual Automobile Insurance Company to Southern Bell Telephone and Telegraph Company, dated February 23, 1990, filed for record March 13, 1990, and recorded in Deed Book 13262, Page 160, aforesaid records. (Does Affect Tracts 1, 3, 4 and R/W Tract 1 as Shown Hereon)
19. Terms and provisions of Amended and Restated Declaration of Protective Covenants for Johns Creek by JC Land Investment, LLC, a Georgia limited liability company; JC BTS, LLC, a Georgia limited liability company; JC Flex, LLC, a Georgia limited liability company; JC Office LLC, a Georgia limited liability company; and Jettison, LLC, a Georgia limited liability company, dated February 29, 2012, filed for record March 2, 2012, and recorded in Deed Book 50947, Page 74; and affected by First Amendment to Amended and Restated Declaration of Protective Covenants for Johns Creek, dated June 01, 2022, filed for record June 01, 2022, and recorded in Deed Book 65762, Page 28, aforesaid records. (Does Affect Tracts 1-4 and R/W Tracts 1 and 2, as Shown Hereon; 30' buffer shown hereon is applicable to "Building Site" as defined in the Declaration in section 1.1.7)
20. Underground Easement from State Farm Mutual Automobile Insurance Company to Georgia Power Company, dated June 2, 2006, filed for record July 10, 2006, and recorded in Deed Book 42967, Page 83, aforesaid records. (Does Affect Tract 1 and R/W Tracts 1 and 2, Not Plottable)
21. Conveyance of access rights and easements contained in Right-of-Way Deed from State Farm Mutual Automobile Insurance Company to Department of Transportation, dated October 30, 2006, filed for record December 1, 2006, and recorded in Deed Book 43978, Page 294, aforesaid records. (Does Affect Tract 1 and R/W Tracts 1 and 2, as Shown Hereon)
22. Right of Way Easement from State Farm Mutual Automobile Insurance Company to Sawnee Electric Membership Corporation, dated August 7, 2008, filed for record September 12, 2008, and recorded in Deed Book 47179, Page 645, aforesaid records. (Does Affect Tract 1 and R/W Tract 2 as Shown Hereon)
23. Perpetual Easement for Construction and Maintenance of Traffic Signal Equipment from State Farm Mutual Automobile Insurance Company to City of Johns Creek, dated January 25, 2013, filed for record June 21, 2013, and recorded in Deed Book 52794, Page 57, aforesaid records. (Does Affect R/W Tract 1 as Shown Hereon)
24. This item has been intentionally deleted.
25. This item has been intentionally deleted.
26. This item has been intentionally deleted.
27. Building setback lines, landscape strips, and ingress/egress easement as shown on plat recorded in Plat Book 372, Page 45, aforesaid records; as affected by Termination of Maintenance and Easement Agreement filed for record April 3, 2023 and recorded in Deed Book 66679, Page 42, which released the ingress/egress easement. (Does Affect Tracts 1-4 and R/W Tracts 1 and 2 as Shown Hereon)
29. Terms and provisions of Reciprocal Easement Agreement by and between Peach Farm Property, LLC, a Delaware limited liability company and Medley Johns Creek Phase 1 Owner, LLC, a Delaware limited liability company, Medley Johns Creek Phase 2 Owner, LLC, a Delaware limited liability company, and Medley Johns Creek TH Owner, LLC, a Delaware limited liability company, dated \_\_\_\_\_, 2023, filed for record \_\_\_\_\_, 2023 and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records.
30. Building setback lines as shown on plat recorded in Plat Book 457, Page 59, aforesaid records. (Does Affect Tracts 1-4 and R/W Tracts 1 and 2, No Plottable Matters, Building setbacks lines were not created by the plat, they were portrayed per the current zoning ordinance at the time the plat was prepared)
31. Terms and provisions of Master Declaration of Covenants, Conditions, Restrictions and Easements for Medley, dated \_\_\_\_\_, 2023, filed for record \_\_\_\_\_, 2023 and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, aforesaid records.

SURVEYOR'S CERTIFICATION

To Medley Johns Creek Phase 1 Owner, LLC, Medley Johns Creek Phase 2 Owner, LLC, Medley Johns Creek TH Owner, LLC, Peach Farm Property, LLC, Mark C. Toro & 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, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 11(b), 13, 14, 16, 17, 18 & 19 of Table A thereof. The fieldwork was completed on August 20, 2023.



Aubrey J. Akin, R.L.S. #3138

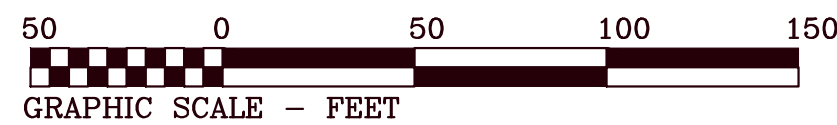
August 24, 2023  
Date of Plat







<i>LINE</i>	<i>BEARING</i>	<i>DISTANCE</i>
<i>L1</i>	<i>N 67°41'45" E</i>	<i>32.79'</i>
<i>L2</i>	<i>N 67°41'45" E</i>	<i>31.97'</i>
<i>L3</i>	<i>N 67°41'45" E</i>	<i>38.05'</i>
<i>L4</i>	<i>S 00°47'35" E</i>	<i>11.94'</i>
<i>L5</i>	<i>N 00°47'35" W</i>	<i>11.94'</i>



IPF	IRON PIN FOUND
IPS	IRON PIN SET
RB	REBAR
OTF	RIGHT TOP PIPE
R/W	RIGHT OF WAY
D	DEED BOOK
PB	PLAT BOOK
PG	PAGE
PID	TAX PARCEL ID
MANH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEAVY WALL
OMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
WM	WATER METER
	WATER VALVE
GV	GAS VALVE
24" C&G	24" CURB & GUTTER
GUY	GUY WIRE
PP	POWER POLE
✱	LIGHT POLE
-S-	SEWER LINE
-X-	FENCE
-T-	TELEPHONE LINE
-P-	POWER LINE
-W-	WATER LINE
DB	DEED BOOK
PG	PAGE
PID	PARCEL ID
(1)	1 1 REGULAR PARKING SPACES
1	1 HANDICAP PARKING SPACE
TRANS	TRANSFORMER
CONC	CONCRETE PAVING
(2)	EXCEPTION ID

Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning



Date
9/7/2023
2/6/2024

Revision
SHOW TRACTS AS TO BE SUBDIVIDED
REVISED PER COMMENTS

No							
1							
2							

Orig Bndy:8/12/20Field Date: 8/20/20Plat Date: 8/24/20

Scale: 1" = 50'

ALTA/NSPS LAND TITLE SURVEY

FOR

Medley Johns Creek Phase 1 Owner, LLC,

Medley Johns Creek Phase 1 Owner, LLC,

Medley Johns Creek Phase 1 Owner, LLC,

LAND LOTS 398, 399, 400, 403, 404 & 405 1st DISTRICT 1st SECTION  
CITY OF JOHN'S CREEK, FULTON COUNTY, GEORGIA



3

SHEET 3 OF 4

JOB #: 2022-933

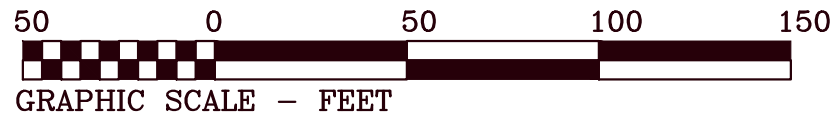
CRD: JOHNS CREEK

LSV;



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	23.00'	782.51'	N 89°12'25" E	23.00'

LINE	BEARING	DISTANCE
L1	N 67°41'45" E	32.79'
L2	N 67°41'45" E	31.97'
L3	N 67°41'45" E	38.05'
L4	S 00°47'35" E	11.94'
L5	N 00°47'35" W	11.94'



LEGEND

- IPF IRON PIN FOUND
- IPF IRON PIN SET
- RB REBAR
- OTF OPEN TOP PIPE
- R/W RIGHT OF WAY
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- PID TAX PARCEL ID
- MH MANHOLE
- CB CATCH BASIN
- DI DROP INLET
- JB JUNCTION BOX
- RTDI RAISED TOP DROP INLET
- HW HEADWALL
- CMP CORRUGATED METAL PIPE
- ROP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- 24" C&G 24" CURB & GUTTER
- GUY GUY WIRE
- PP POWER POLE
- LP LIGHT POLE
- S- SEWER LINE
- X- FENCE
- T- TELEPHONE LINE
- P- POWER LINE
- W- WATER LINE
- DB DEED BOOK
- PG PAGE
- PID PARCEL ID
- 11 REGULAR PARKING SPACES
- 1 HANDICAP PARKING SPACE
- TRANSFORMER
- CONCRETE PAVING
- EXCEPTION ID

JOHNS CREEK PARKWAY  
(VARIABLE R/W)  
PUBLIC ROAD

R/W TRACT 1  
= 1.294 ACRES  
(56,351 SQ.FT.)

TRACT 2 =  
5.867 ACRES  
(255,549 SQ.FT.)

TRACT 3 =  
3.817 ACRES  
(166,276 SQ.FT.)

TRACT 4 =  
5.927 ACRES  
(258,191 SQ.FT.)

TRACT 1 =  
24.350 ACRES  
(1,080,715 SQ.FT.)

R/W TRACT 1  
= 1.294 ACRES  
(56,349 SQ.FT.)

Received  
July 3, 2024  
RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning

THIS SITE IS CURRENTLY  
UNDER CONSTRUCTION

NOW OR FORMERLY  
PEACH FARM PROPERTY LLC  
PARCEL ID 11 106003980408



Date	9/7/2023	2/6/2024
Revision	SHOW TRACTS AS TO BE SUBDIVIDED	REVISED PER COMMENTS
No	1	2

Orig Bndy: 8/12/2022  
Field Date: 8/20/2023  
Plat Date: 8/24/2023  
Scale: 1" = 50'

ALTANSPS LAND TITLE SURVEY

FOR  
Medley Johns Creek Phase 1 Owner, LLC,  
Medley Johns Creek Phase 2 Owner, LLC  
& Medley Johns Creek TH Owner, LLC,  
LAND LOTS 398, 399, 400, 403, 404 & 405 1st DISTRICT 1st SECTION  
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA



4

SHEET 4 OF 4

JOB #: 2022-933  
CRD: JOHNS CREEK  
DWG: 2022-933 TORO STATE  
LSV:



## REZONING/SUP/CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	OWNER INFORMATION
NAME: <u>Toro Development, LLC</u>	NAME: <small>Medley Johns Creek Phase 1 Owner, LLC; Medley Johns Creek Phase 2 Owner, LLC; Medley Johns Creek TH Owner, LLC</small>
ADDRESS: <u>6200 Avalon Blvd.</u>	ADDRESS: <u>6200 Avalon Blvd.</u>
CITY: <u>Alpharetta</u>	CITY: <u>Alpharetta</u>
STATE: <u>GA</u> ZIP: <u>30009</u>	STATE: <u>GA</u> ZIP: <u>30009</u>
PHONE: <u>470-737-4820</u>	PHONE: <u>470-737-4820</u>
CONTACT PERSON: <u>Kathryn M. Zickert</u> PHONE: <u>404-815-3704</u>	
CONTACT'S E-MAIL: <u>kzickert@sgrlaw.com</u>	

APPLICANT IS THE:
<input type="checkbox"/> OWNER'S AGENT <input type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> CONTRACT PURCHASER
PRESENT ZONING DISTRICTS(S): <u>TC-X</u> REQUESTED ZONING DISTRICT: <u>Same</u>
DISTRICT/SECTION: <u>11</u> LAND LOT(S): <u>398-400, 403-405</u> ACREAGE: <u>41.71</u>
ADDRESS OF PROPERTY: <u>11350 Johns Creek Parkway</u>
PROPOSED DEVELOPMENT: <u>Change of Zoning Conditions for Hotel</u>
CONCURRENT VARIANCES: <u>(SUP to exceed height restrictions)</u>

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
No. of Lots/Dwelling Units: _____	No. of Buildings/Lots: <u>1</u>
Dwelling Unit Size (Sq. Ft.): _____	Total Building Sq. Ft. _____
Density: _____	Density: _____

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 July 3, 2024  
 RZ-24-0007 &  
 SUP-24-0002  
 Planning & Zoning

## APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.



Signature of Applicant

7/2/24

Date

Mark Toro, Manager (Toro Development, LLC)

Type or Print Name and Title

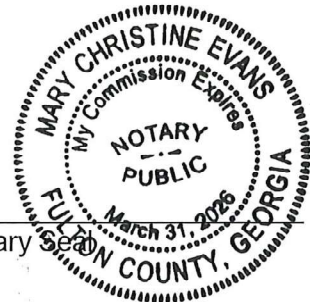


Signature of Notary Public

7/3/24

Date

Notary Seal



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RZ-24-0007 &  
SUP-24-0002  
Planning & Zoning

## PROPERTY OWNER'S CERTIFICATION

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 Land Use Petition before the City of Johns Creek, 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 Rezoning, Use Permit, & Concurrent Variance in request of the items indicated below.

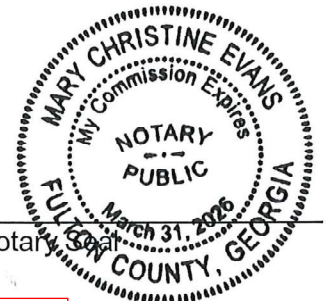
I, Mark Toro, authorize, Toro Development, LLC,  
(Property Owner) (Applicant)  
to file for RZ & SUP, at 11350 Johns Creek Parkway  
(RZ, SUP, CV) (Address)  
on this date July 2nd, 2024  
(Month) (Day)

- I understand that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the City Council.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Johns Creek Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

[Signature] 7/2/24  
Signature of Property Owner Date

Mark Toro, Manager (Medley Johns Creek Phase 1 Owner, LLC; Medley Johns Creek Phase 2 Owner, LLC;  
Medley Johns Creek TH Owner, LLC)  
Type or Print Name and Title

Mary Christine Evans 7/3/24  
Signature of Notary Public Date Notary Seal





## ZONING IMPACT ANALYSIS FORM

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
3. Does the property to be rezoned have a reasonable economic use as currently zoned?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
5. Is the zoning proposal in conformity with the policies and intent of the land use plan?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_
7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of Johns Creek?  
(See, Statement of Intent)  
\_\_\_\_\_  
\_\_\_\_\_

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## SPECIAL USE PERMIT CONSIDERATION FORM

**Analyze the impact of the proposed special use and provide a written point-by-point response to the following questions:**

1. Whether the proposed use is consistent with the Comprehensive Land Use Plan and/or Economic Development Revitalization plans adopted by the Mayor and City Council;

(See, Statement of Intent)

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2. Compatibility with land uses and zoning districts in the vicinity of the property for which the Use Permit is proposed;

(See, Statement of Intent)

---

3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;

(See, Statement of Intent)

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4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;

(See, Statement of Intent)

---

5. The location and number of off-street parking spaces;

(See, Statement of Intent)

---

6. The amount and location of open space;

(See, Statement of Intent)

---

7. Protective screening;

(See, Statement of Intent)

---

8. Hours and manner of operation;

(See, Statement of Intent)

---

9. Outdoor lighting;

(See, Statement of Intent)

---

10. Ingress and egress to the property.

(See, Statement of Intent)

---

## DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

**CIRCLE ONE:**      **YES** (if YES, complete points 1 through 4);      **NO** (if NO, complete only point 4)

1.      **CIRCLE ONE:**      **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)

**In Opposition to Petition** (If in opposition, proceed to sections 3 and 4 below)

2.      List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition:

1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
4. _____	8. _____

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3.      CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4.      The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Mark Toro (Medley Johns Creek Phase 1 Owner, LLC; Medley Johns Creek Phase 2 Owner, LLC; Medley Johns Creek TH Owner, LLC)

Signature: \_\_\_\_\_ Date: 7/2/24





## PUBLIC PARTICIPATION PLAN

1. The City of Johns Creek will notify all property owners within a quarter mile of the site. What other groups do you intend to contact?  
Applicant will notify parties with whom it previously engaged during the first zoning application.  
Applicant will monitor social media and other platforms and will engage community groups as they show interest or concerns about the applicaiton.  

---
2. How do plan to contact any interested parties, either before making application or after the city Public Participation Meeting, regarding the rezoning/use permit application?  
Applicant will inform parties with whom it had prior communications using email and/or mail.  
Applicant will work with staff to ensure that lines of communication are open with other stakeholders as they express interest in the applicaiton.  

---
3. In addition to the City of Johns Creek Public Participation Meeting, do you plan to provide any other opportunities for discussion with interested parties before the PC and M&CC hearings?  
Applicant will make itself available for community engagement and will hold additional  
meetings as necessary.  

---
4. What is your schedule for completing the Public Participation Plan?  
The Public Participation Plan will be completed before the Planning Commission meeting;  
however, applicant will continue communications with stakeholders as needed prior to the  
zoning decision.  

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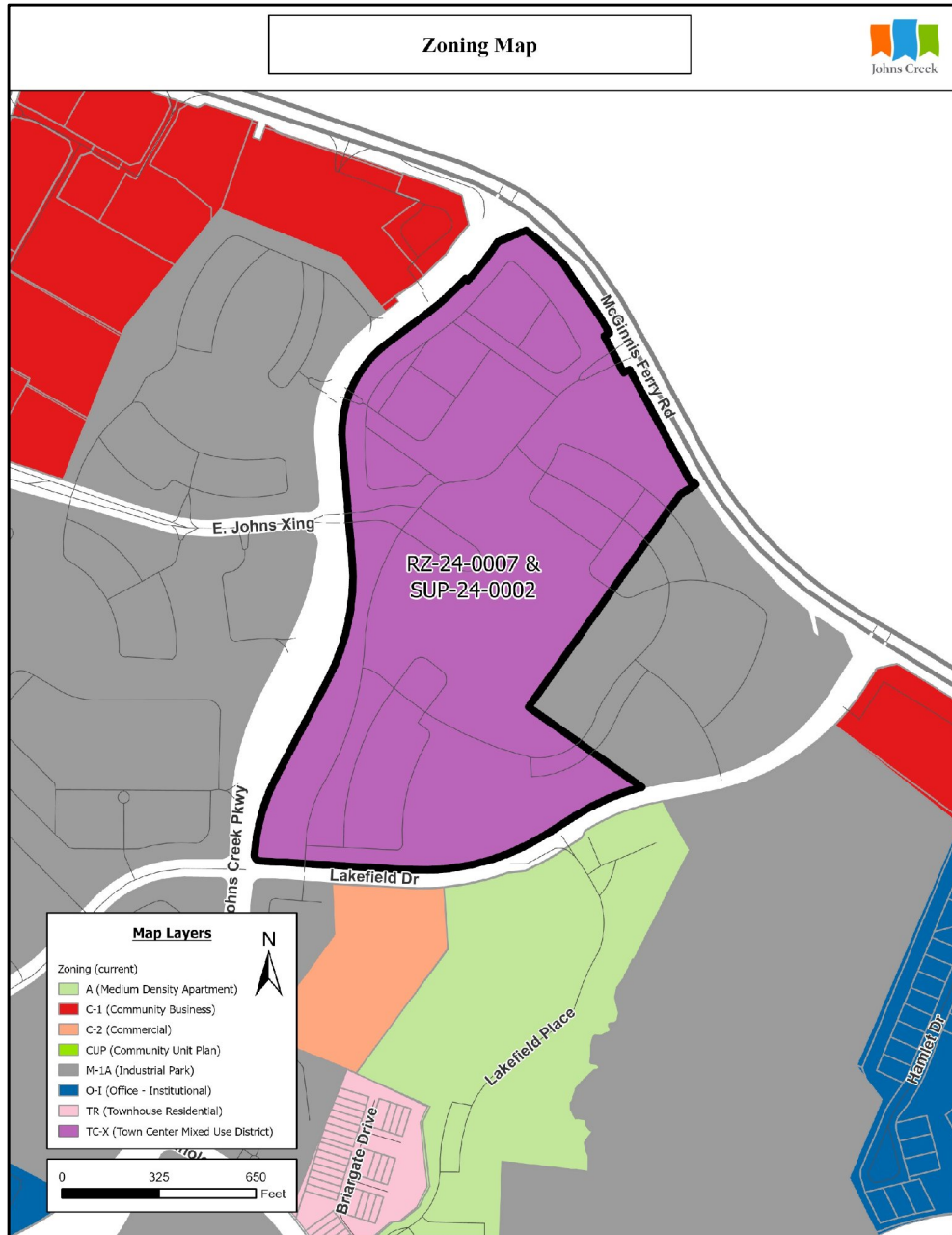


**October 21, 2024**

**City Council**

**Public Hearing**

# RZ-24-0007 & SUP-24-0002



**LOCATION:** 11350 Johns Creek Parkway

**ACREAGE:** 41.71 acres

**EXISTING ZONING:** TC-X (Town Center Mixed Use District)

**PROPOSED ZONING:** TC-X (Town Center Mixed Use District)

**REQUEST:** Change in conditions to allow for a 175-room, 6-story, 75-foot-tall hotel building with a Special Use Permit to exceed the maximum height limit of 60 feet in the TC-X zoning district.



# Location

- Located in the southeast quadrant of the intersection of McGinnis Ferry Road and Johns Creek Parkway.
- Bounded by:
  - McGinnis Ferry Road to the north
  - M-1A zoned parcel (Boston Scientific site) to the east
  - Lakefield Drive to the south
  - Johns Creek Parkway to the west


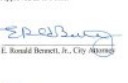



# Background

- Medley Johns Creek, a mixed-use development, was approved for TC-X (Town Center Mixed Use District) Conditional zoning by Council on December 12, 2022, pursuant to RZ-22-0008.

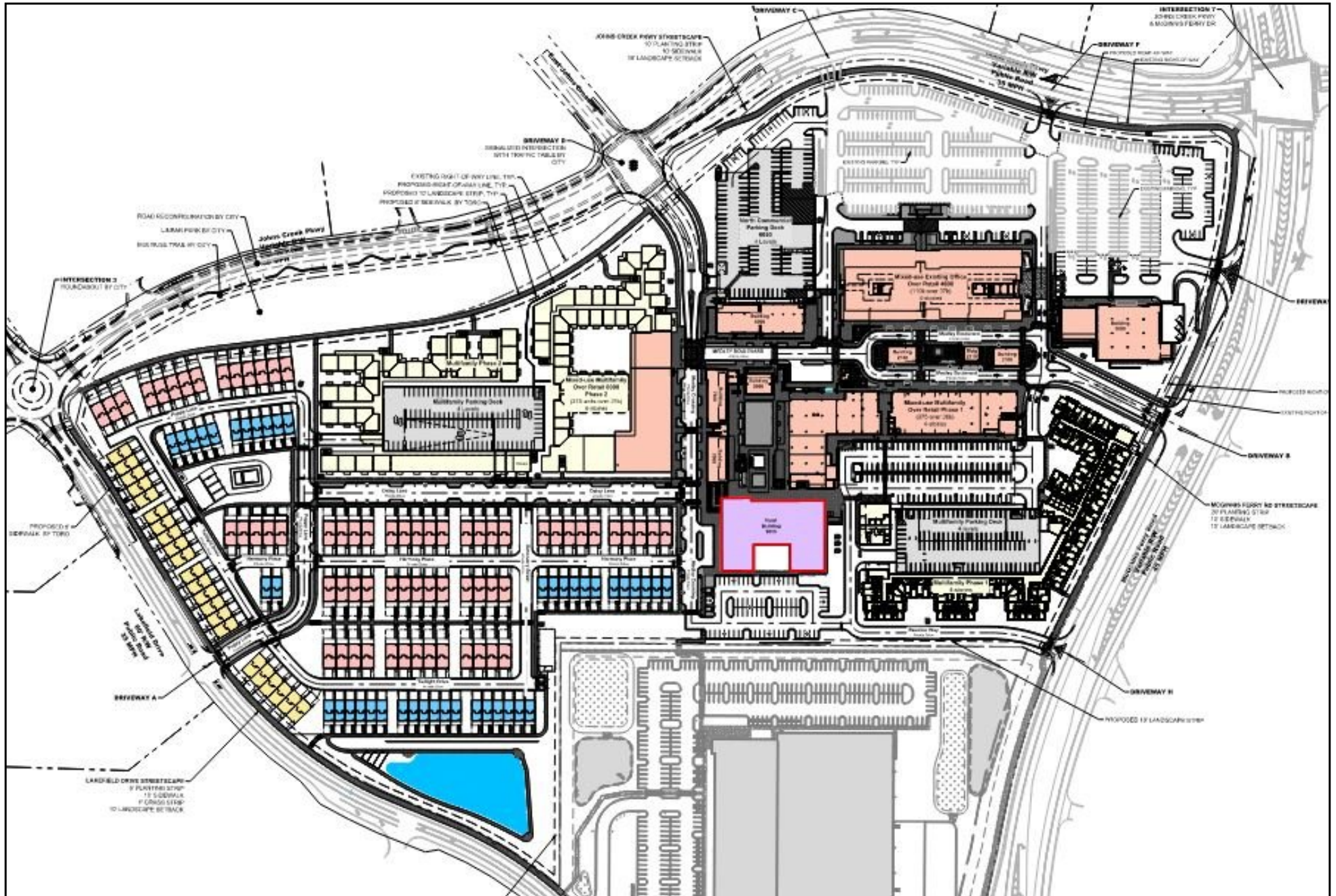
- Approved with 23 conditions, with condition #1 limiting the use of the property to:

- 750 multifamily units
- 137 for-sale townhome units
- 200,000 square feet of commercial use
- 110,000 square feet of office use

<p>STATE OF GEORGIA COUNTY OF FULTON</p> <p>Ordinance 2022-12-31</p> <p><b>AN ORDINANCE TO AMEND THE CITY OF JOHN'S CREEK ZONING MAP FOR ZONING CONDITIONS OF 113RD AND JOHN'S CREEK PARKWAY, LAND LOTS 298, 299, 489, 490, 491 AND 492 OF THE 12<sup>TH</sup> DISTRICT, 12<sup>TH</sup> AND 130<sup>TH</sup> AND 131<sup>ST</sup> CROSSEY DR. COMMUNICATIONS OF 12<sup>TH</sup> DISTRICT FROM M-A INDUSTRIAL PARK DISTRICT TO TC-X (TOWN CENTER MIXED-USE DISTRICT) CONDITIONAL</b></p> <p><b>WHEREAS</b> Notice to the public regarding said modification to conditions of zoning has been duly published in the Johns Creek Herald, the Official News Organ of Johns Creek; and</p> <p><b>WHEREAS</b> A Public Hearing was held by the Mayor and City Council on December 12, 2022.</p> <p><b>NOW THEREFORE</b>, the Mayor and City Council of the City of Johns Creek while in Regular Session on December 12, 2022, hereby ordains and approves Land Use Permit, RZ-22-0008 from M-A (Industrial Park District) to TC-X (Town Center Mixed Use District) Conditional to allow for a mixed-use development with 200,000 square feet of commercial, 110,000 square feet of office, 750 multifamily units and 137 for-sale townhomes with the following conditions:</p> <ol style="list-style-type: none"> <li>The property shall be limited to residential, commercial, public/institutional and accessory uses allowable in the TC-X Zoning District, not exceeding the following density and height:             <ol style="list-style-type: none"> <li>750 multifamily units and 137 for-sale townhome units at a density of 21.27 units per acre, not greater than 4 stories or 60 feet in height.</li> <li>200,000 square feet of commercial use at a density of 4,793.01 square feet per acre, not greater than 4 stories or 60 feet in height. Retail and outdoor dining uses shall not exceed against the maximum non-residential entitlement.</li> <li>110,000 square feet for office use at a density of 2,637.36 square feet per acre, not greater than 4 stories in height.</li> </ol> </li> <li>The site shall be developed in general accordance with the site plan received and date stamped by the City of Johns Creek on November 15, 2022. Said site plan is conceptual and the final site plan must meet or exceed the Town Center Code, land development regulations and zoning ordinance prior to the approval of a land disturbance permit.</li> <li>Owner/Developer shall submit and obtain approval of a "Medley Development Design Standards" document by the Community Development Director. This document shall include the main entrance treatment, elevations and architectural details, specifications for street furniture (benches, trash receptacles, lighting, bicycle racks, etc.), signage, storefronts and landscaping, prior to the substantial of a land disturbance permit. Exterior elevations for all commercial and multifamily buildings shall be substantially similar to the renderings received and date stamped by the City of Johns Creek on November 15, 2022.</li> <li>Exterior elevations for townhome units shall be substantially similar to the "Medley Manors and Townhomes Book" received and date stamped by the City of Johns Creek on November 15, 2022, and shall adhere to the design standards listed below. Final elevations shall be subject to the review and approval of the Community Development Director, prior to issuance of a building permit.             <ol style="list-style-type: none"> <li>Architectural elements such as columns, awnings, covered entryways, arches, loggia, office, entrance, windows, doors, balconies, porches, rooftop terraces, rooftop terraces and copulas, shall be incorporated on all sides of a townhome unit.</li> </ol> </li> </ol> <p>XXXX-12-12-0008 Page 1 of 4</p>	<p>STATE OF GEORGIA COUNTY OF FULTON</p> <p>Ordinance 2022-12-31</p> <ol style="list-style-type: none"> <li>No two adjacent townhome units shall have the same color scheme. Contrasting shades of a single color shall be accepted as an alternative for each townhome unit.</li> <li>Adjacent townhome units facing one building shall have facade offsets and varied rooflines.</li> <li>Exterior elevations for townhome units facing the rear-loading street shall include architectural elements such as arches, dormer windows and decorative overhangs above garage doors.</li> </ol> <ol style="list-style-type: none"> <li>Multifamily units shall be limited to studio, one-bedroom or two-bedroom units. No three-bedroom units shall be allowed. No more than 7% of multifamily units shall be studio and 40% two-bedroom units. No Certificate of Occupancy shall be issued for the multifamily building in Phase 1 until 75% of Phase 1 commercial shall space, the boardwalk, plaza, office innovation, and associated infrastructure have been constructed and inspected by the City.</li> <li>No more than 10% of townhome units shall be permitted to be rented, as recorded in the Homeowners' Association (HOA) covenants and declarations, subject to the review of the Community Development Director, prior to the approval of the final plan.</li> <li>A minor plat shall be approved and recorded prior to the issuance of a land disturbance permit.</li> <li>Owner/Developer shall provide a minimum 8.64 acres of open space (6.55 acres of civic space and 2.09 acres of amenity space), consisting of a boardwalk, plaza, pocket parks, pedestrian pathways, yards, patios, balconies, outdoor dining, rooftop terraces, swimming pool, courtyards, amenity area and landscaping areas, as depicted on the submitted site plan received and date stamped by the City of Johns Creek on November 15, 2022.</li> <li>Owner/Developer shall provide a minimum of five monuments, murals or outdoor art prominent locations throughout the development, prior to the Certificate of Occupancy of the multifamily building in Phase 2 of construction.</li> <li>Owner/Developer shall provide a minimum of 2,232 parking spaces.</li> <li>Parking decks visible from any public streets shall be treated with comparable materials and finishes as the building they serve or screened from view with opaque landscaping, as approved by the Community Development Director.</li> <li>Owner/Developer shall provide ground-level units facing the linear park along Johns Creek Parkway) in the Phase 2 multifamily building, as approved by the Community Development Director.</li> <li>A maximum of eight vehicle access points are allowed, as depicted on the submitted site plan received and date stamped by the City of Johns Creek on November 15, 2022.</li> <li>Owner/Developer shall dedicate sufficient right-of-way along the entire frontage of McCrory Ferry Road, Johns Creek Parkway and Lakeland Drive, as well as to the City of Johns Creek, as shown on the site plan received and date stamped on November 15, 2022, prior to the issuance of a land disturbance permit, subject to the approval of the Public Works Director.</li> <li>Owner/Developer shall complete the following roadway and operational improvements, prior to the issuance of a Certificate of Occupancy for the Phase 1 multifamily building, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director:             <ol style="list-style-type: none"> <li>Provide one exclusive left-turn lane, one through lane, and one exclusive right-turn lane, along the westbound approach exiting the site.</li> <li>Parallel parking spaces along Johns Creek Parkway between Lakeland Drive and East Johns Crossing.</li> <li>10-foot sidewalk along Johns Creek Parkway between Lakeland Drive and East Johns Crossing.</li> </ol> </li> </ol> <p>XXXX-12-12-0008 Page 1 of 4</p>
<p>STATE OF GEORGIA COUNTY OF FULTON</p> <p>Ordinance 2022-12-31</p> <p>received and date stamped on November 15, 2022, subject to the approval of the Public Works Director:</p> <ol style="list-style-type: none"> <li>Intersecting A on Lakeland Drive: Construct a two-lane, full-access driveway.</li> <li>Site Driveway B on McCrory Ferry Road: Reconfigure existing driveway into a three-lane driveway with one dedicated lane entering the site and two lanes exiting the site (left-turn/through lane and exclusive right-turn lane).</li> <li>Driveway C on Lakeland Drive: Construct a right-in/right-out driveway, as approved by the City of Johns Creek.</li> <li>Driveway F on Johns Creek Parkway: Construct a right-in/right-out driveway.</li> <li>Driveway G on McCrory Ferry Road: Construct a right-in/right-out driveway and provide a northbound dedicated lane exiting the site.</li> <li>Driveway H on McCrory Ferry Road: Construct a right-in/right-out driveway.</li> </ol> <p>16. Owner/Developer shall provide the following landscaping/grading strips, according to the City's Town Center Code and Tree Preservation Administrative Guidelines, subject to the review and approval of the Community Development Director:</p> <ol style="list-style-type: none"> <li>Minimum 20-foot planting strip along McCrory Ferry Road.</li> <li>Minimum 6-foot planting strip along Lakeland Drive.</li> <li>Minimum 6-foot planting strip along Johns Creek Parkway.</li> </ol> <p>17. Owner/Developer shall provide the following sidewalks and crosswalks, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director:</p> <ol style="list-style-type: none"> <li>Construct a 10-foot sidewalk along McCrory Ferry Road, Lakeland Drive and Johns Creek Parkway between McCrory Ferry Road and East Johns Crossing.</li> <li>Provide pedestrian and bicycle connectivity throughout the site between all buildings and uses to enable continuous and safe pedestrian and bicycle movement. Surface materials of pedestrian crossings throughout the development shall be brick pavers, cobblestones or architecturally treated concrete products.</li> </ol> <p>18. Owner/Developer shall complete the following roadway and operational improvements, as shown on the site plan received and date stamped on November 15, 2022, subject to the approval of the Public Works Director or enter into a development agreement for the construction of these improvements with the City of Johns Creek prior to the issuance of a land disturbance permit. If the City of Johns Creek is to complete the required improvements on behalf of the Owner/Developer, as part of the development agreement, Owner/Developer shall contribute funds to the City of Johns Creek for these improvements, used to the cost of design, engineering and construction determined by the Council approved construction bid, prior to the issuance of a Certificate of Occupancy for the Phase 1 multifamily building.</p> <ol style="list-style-type: none"> <li>Driveway I (Johns Creek Parkway at East Johns Crossing)             <ol style="list-style-type: none"> <li>Install a traffic signal and implement a signal intersection to provide speed control along Johns Creek Parkway as approved by the Public Works Director.</li> <li>Provide one exclusive left-turn lane, one through lane, and one exclusive right-turn lane, along Johns Creek Parkway northbound.</li> <li>Provide one exclusive left-turn lane and one shared through/right-turn lane, along Johns Creek Parkway southbound.</li> <li>Provide one exclusive left-turn lane and one shared through/right-turn lane, along the eastbound approach of East Johns Crossing.</li> </ol> </li> </ol> <p>XXXX-12-12-0008 Page 2 of 4</p>	<p>STATE OF GEORGIA COUNTY OF FULTON</p> <p>Ordinance 2022-12-31</p> <ol style="list-style-type: none"> <li>Provide one exclusive left-turn lane, one through lane, and one exclusive right-turn lane, along the westbound approach exiting the site.</li> <li>Parallel parking spaces along Johns Creek Parkway between Lakeland Drive and East Johns Crossing.</li> <li>10-foot sidewalk along Johns Creek Parkway between Lakeland Drive and East Johns Crossing.</li> </ol> <p>19. Owner/Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.</p> <p>20. Retaining walls shall receive architectural facade treatment or be heavily landscaped, subject to the review and approval of the Community Development Director. Retaining walls visible from developed areas exceeding 18 feet in height shall be treated with landscaping to break up large expanses of retaining wall.</p> <p>21. Owner/Developer shall make reasonable efforts to save healthy specimen trees, tree groupings and stands of specimen trees along McCrory Ferry Road, Johns Creek Parkway and Lakeland Drive, subject to the review and approval of the Community Development Director.</p> <p>22. Owner/Developer shall submit a stormwater concept plan for each phase/interval of development prior to the substantial of a land disturbance permit application.</p> <p>23. Owner/Developer shall provide for flood management as outlined in the letter submitted to the City on November 3, 2022, subject to the review and approval of the Community Development Director. Detailed information shall be provided at the time of application for the land disturbance permit and building permit showing compliance with the required tree flood management plans.</p> <p>So effective this 12<sup>th</sup> day of December, 2022.</p> <p>Approved by:</p> <p> Tom Medley, Mayor</p> <p> E. Ronald Bennett, Jr., City Manager</p> <p>Attest:</p> <p> Alison Tapley, City Clerk</p> <p>XXXX-12-12-0008 Page 2 of 4</p>



# Site Plan





# Site Plan

- Site plan shows the approved Medley development consisting of commercial and office space, fee-simple townhomes and luxury multifamily units.
- Applicant seeks to replace the approved 60,000 SF entertainment space with a 175-room, 6-story, 75-foot-tall hotel building with an associated 5,000 SF restaurant and 8,000 SF of meeting and event spaces.
- No changes are requested to the type or number of residential units.
- Total required parking with the change in use is 2,336 spaces per Section 12.3.4 of the Town Center Code.
- Applicant intends to provide a total of 2,599 parking spaces, net increase of 104 parking spaces, across the development, in the form of:
  - Surface parking lots
  - Parking decks
  - Podium parking
  - On-Street parking

# Site Plan

- All other previously approved amenities and improvements remain unaltered by this proposal:
  - Open space
  - Streetscape
  - Site-access and roadway improvements
  - Pedestrian connectivity
  - Bicycle parking
  - Electric vehicle parking
  - EcoMeasurement
  - Stormwater management
- If the proposed modification to the Medley development is approved, all applicable conditions from the previously approved rezoning would be carried over.

# Elevations

- Hotel building façade would be constructed primarily of brick veneer, hard-coat stucco, and glass.
- Building massing, orientation, varied heights, exterior building materials and colors, and architectural elements like canopies and balconies would provide for considerable variations in the building façade.
- Proposed hotel building is shown not to exceed 4 stories or 60 feet on the facade fronting the centralized plaza area.
- Hotel building exceeds the maximum allowable height limits on the two sides and rear of the building, requiring a Special Use Permit in accordance with Section 12A.4.7. of the Town Center Code.



**Front View: View from Centralized Plaza**



# Elevations



**Front View - Plaza View from Centralized Plaza**



**Rear View - View from Parking Lot**



**Side View - View from Medley Crossing**



# 1. Suitability with Nearby Land Uses

- Town Center Vision and Plan and Town Center Code has identified the subject property as an appropriate site for a mixed-use development including a hotel.
- Proposed hotel would be suitable at this location and would complement the mixture of uses in the Medley development and other adjacent and nearby existing commercial service, retail and office use.

Adjacent & Nearby Properties	Zoning (Petition Number)	Land Use	Density Non-Residential
Application	Proposed: TC-X	Commercial Service (Medley Hotel)	175 rooms/6-story
Adjacent: Southeast	M-1A Conditional (1983Z-141)	Light Industrial (Boston Scientific)	10,000 SF/Acre
Adjacent: Northwest	C-1 Conditional (Z-04-094)	Commercial Service (Delta Community Credit Union)	7,102.28 SF/Acre
Adjacent: Northwest	C-1 Conditional (RZ-23-0003)	Commercial Service and Retail (Terraces)	14,486 SF/Acre
Adjacent: West and Southeast	M-1A Conditional (1983Z-141)	Commercial Office	10,000 SF/Acre
Nearby: West	C-1 Conditional (RZ-16-002)	Commercial Service (Hampton Inn)	100 rooms/5-story
Nearby: West	C-1 Conditional (RZ-09-007)	Commercial Service (Hilton Garden Inn)	125 rooms/5-story
Nearby: Southwest	O-1 Conditional (RZ-96-051)	Commercial Service (Hyatt Place)	128 rooms/5-story

## **2. Impact to Existing Uses**

- Proposed development would not adversely affect the use or usability of adjacent or nearby property, but would enhance and complement existing office, commercial, and residential uses found in the area.
- Provide luxury short-term lodging for corporate staff and visitors on business or recreational related trips to the surrounding area.
- Proposed hotel would be replacing the previously approved 60,000 SF of entertainment space and would have a positive impact to traffic, noise, and aesthetics.



### **3. Reasonable Economic Use**

The property appears to have a reasonable economic use as currently zoned.

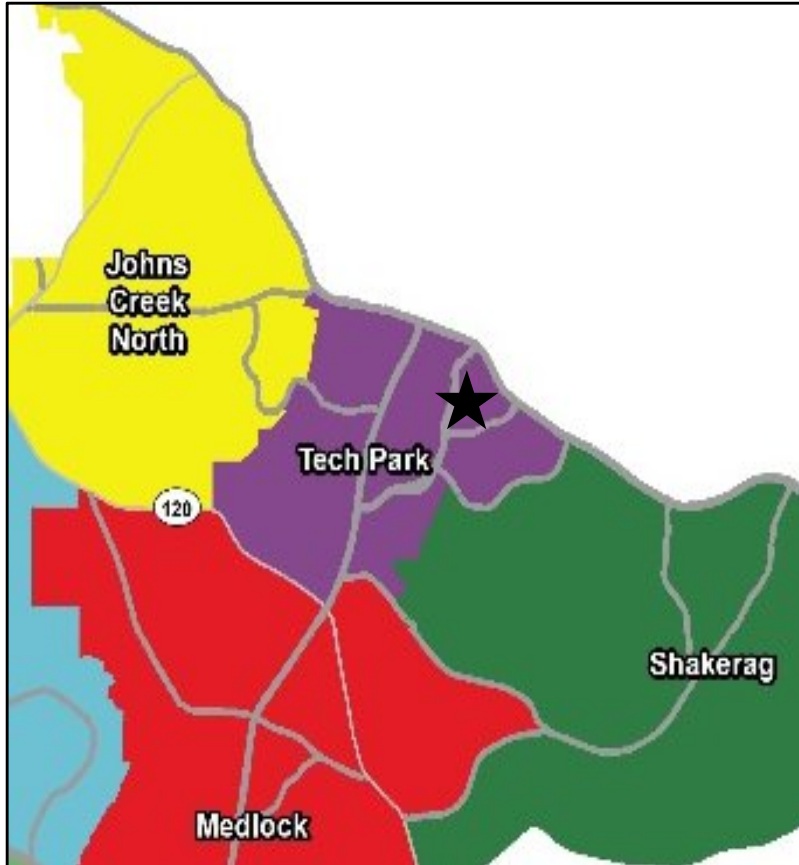
## **4. Impacts on Infrastructure**

- Proposed hotel is projected to generate 460 fewer daily trips, 25 additional morning peak hour trips, and 14 fewer evening peak hour trips than the previously approved 60,000 SF of entertainment space.
- Staff is carrying over existing conditions regarding roadway and operational improvements for the development.
- Current zoning conditions would mitigate any potential adverse traffic impacts associated with the overall Medley development and alleviate the excessive or burdensome use of the existing streets, transportation facilities and utilities.

## 5. Consistency with the Comp Plan

- Located in the Tech Park Community Area and the “Innovation Hub (Mixed Use/Flex Core)” neighborhood as defined in the Town Center Vision and Plan.
- Future Land Use map designates the site as a high-intensity mixed-use area.

- Proposed hotel would align with the Comprehensive Plan’s vision to redevelop Tech Park into a live, work, play destination with rich amenities, restaurants, and events without negatively impacting surrounding residential neighborhoods.



- The Town Center Vision and Plan envisions “[c]reating meaningful mixed use development, office, and retail with complementary open space connecting the site to the Civic Core.”
- The Medley hotel as proposed would be in conformity with the policy and intent of both the Comprehensive Plan and Town Center Vision and Plan.



## **6. Other Considerations**

- Existing site was approved for 60,000 square feet of entertainment use as part of the Medley development on December 12, 2022.
- Proposed hotel is planned at the location of the entertainment space as shown on the site plan and would complement the overall mix of uses to be included in the development, giving supporting grounds for approval with conditions of this proposal.

## **7. Environmental Impacts**

- The site does not contain any environmentally sensitive features.
- Proposed use would not present environmentally adverse impacts to the area.
- No additional changes to the approved stormwater detention facility, bioretention areas, planters, infiltration techniques and eco-friendly and sustainable design measures are required to meet the City's stormwater and Town Center Overlay regulations at full buildout.

# **Special Use Permit Review**

## **1. Consistency with the Comprehensive Land Use Plan / Economic Development Revitalization Plans**

- Proposed land use for a hotel would be consistent with the vision and policy of both the Comprehensive Plan and the Strategic Economic Development Plan (SEDP) 2016-2021.
- Proposed development would contribute to the economic benefit of the City, thus supporting the increase in height of the hotel building.
- The Comprehensive Plan promotes the mix of uses in the Tech Park and Town Center area.
- Goal #4 of the SEDP acknowledges unmet need of hotels and meeting space in the City and encourages to identify potential sites for hotels and associated meeting space as an asset to the City.



# **Special Use Permit Review**

## **2. Compatibility with land uses and zoning districts**

- All three existing hotels located in the Town Center area – Hampton Inn, Hilton Garden Inn and Hyatt Place – are 5 stories in height.
- Applicant's proposed 4-story building height of the hotel in the front and 6-stories on the two sides and the rear facades falls within the average height of existing hotel buildings.
- Proposed height of the hotel, when taking into consideration of the topography between the plaza and the parking lot where it will be located, would be consistent with similar developments in the vicinity of the property.

# **Special Use Permit Review**

## **3. Violation of local, state and/or federal statutes, ordinances or regulations governing land development**

- Proposed development does not appear to be in violation of local, state, and/or federal statutes, ordinances, or regulations governing land development.
- The City is unaware of any adverse impacts associated with the proposed development to local land development regulations.

# **Special Use Permit Review**

## **4. Effect on traffic flow, vehicular and pedestrian, along adjoining streets**

- Proposed hotel is expected to generate:
  - 460 fewer daily trips
  - 25 additional trips during morning peak hour
  - 14 fewer trips during evening peak hour
- Proposed increase in building height would not have negatively impact traffic.

## **5. Location and number of off-street parking spaces**

- Ample parking will be provided to support all uses planned for the development.
- A total of 2,599 parking spaces will be provided, more than that is required (2,336).



# **Special Use Permit Review**

## **6. Amount and location of open space**

- Open space plan providing amenity and civic spaces remains unchanged from the original approved zoning case.

## **7. Protective screening**

- One of the key aspects of a mixed-use development is to have a mixture of complementing land uses in close proximity to each other to promote optimal land planning with greater efficiency of shared services and amenities.
- The mixture of uses and building types forms the applicable building landscape and no protective screening would be required for the hotel building.

# **Special Use Permit Review**

## **8. Hours and manner of operation**

- Proposed hotel will be operational with staff and on-site security measures 24 hours per day.

## **9. Outdoor lighting**

- All lighting improvements would require review for compliance with Section 4.9-Night Sky Ordinance of the City's Zoning Ordinance.

## **10. Ingress and egress to the property**

- Ingress and egress to the property will remain as proposed in the originally approved site plan.

# Recommendations

- Staff recommends **APPROVAL WITH CONDITIONS** of land use petition, RZ-24-0007 and Special Use Permit, SUP-24-0002.
- Planning Commission recommended **APPROVAL WITH CONDITIONS** at their October 1, 2024, public hearing.





**October 21, 2024**

**City Council**

**Public Hearing**

# AGENDA REPORT

**To:** Honorable Mayor and City Council

**From:** Ben Song, Community Development Director

**Agenda:** October 21, 2024 – Council Meeting

**Item:** **Zoning Ordinance Text Amendment (A-24-002) to Allow Limited Outdoor Storage**

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## Item Summary

This Council initiated amendment to the Zoning Ordinance is to allow for limited outdoor storage on commercially zoned properties using the Administrative Permit process. This amendment, if approved, is proposed to be a one-year pilot program commencing on November 1, 2024.

## Background

The City currently prohibits outdoor storage for all commercial areas. The intent of the code is to ensure all commercial properties, shopping centers in particular, maintained a pristine and clean appearance. The Zoning Ordinance already allows for provisions of a permanent accessory structure to be built on commercial property for storage purposes with a building permit that meets all applicable zoning conditions, building material requirements, zoning district setbacks and height, and other applicable codes and regulations. Storage containers are not permitted as a permanent solution for outdoor storage on commercial properties. However, as the needs of businesses have evolved, it has been brought to the attention of the City that a solution may be required to allow for limited outdoor storage on commercial property.

## Update

Staff reviewed ordinances from adjacent and nearby jurisdictions related to outdoor storage and found various stipulations and process requirements, some requiring a special use permit and others an administrative permit. A common theme across all jurisdictions has been restrictions on placement/location on the property, setbacks and height.

## Analysis

To tailor a solution for the context of Johns Creek, staff is recommending a “limited outdoor storage” option to be processed through an administrative permit to grant a temporary outdoor storage option in lieu of a permanent accessory structure provision already included in the Zoning Ordinance. This amendment, if approved, is proposed as a one-year pilot program commencing on November 1, 2024.

## Recommendation

Staff recommends amending the following articles of the Zoning Ordinance to allow for “limited outdoor storage” in commercial zoning districts: Article III – Definitions; Article XII-E – Community Standards; and Article XIX – Administrative Permits and Use Permits.

1. Modify the definition for “Outdoor Storage.”

### **Article III, Section 3.3.15. O.**

*Outdoor Storage.* ~~Open air storage of goods, merchandise, materials, vehicles/equipment and/or any similar object that is not clearly intended for outdoor use on the premises.~~ The keeping outdoors of any goods, materials, merchandise, equipment or vehicles (except vehicles related to a permitted use on the property) in the same place for more than twenty-four hours. Permitted outdoor storage shall only apply to modular, portable moving or storage containers by obtaining an Administrative Permit for Limited Outdoor Storage (Article 19.3.6(1)).

2. Add language for “Miscellaneous Provisions” in the Community Standards.

### **Article XII-E., Section 12E.5.**

1. Front and side yards, parking lots, areas immediately adjacent to buildings or any area outside the interior permanent and sheltered portions of a building shall not be used for storage, display or sale of goods except for out of store marketing devices, restaurant/cafe; seating, seasonal holiday trees, pumpkins, open air fairs (provided an Administrative Permit is obtained pursuant to Article 19 of the Zoning Ordinance).
  2. Outside storage and outdoor display is prohibited except ~~for~~ LP tanks, garden centers and plant nurseries, ~~or provided an Administrative Permit is obtained for Limited Outdoor Storage pursuant to Article 19 of the Zoning Ordinance.~~ A maximum of two out of store marketing devices (i.e. drink machines, video drop-boxes) may be permitted, provided they are located adjacent to the building.
  3. Storage of shopping carts shall be located adjacent to the building where the carts are utilized. Storage/enclosure shall be made out of masonry to match the exterior building materials. Parking lot corrals are allowed.
  4. Parking in excess of the minimum requirements for retail and service commercial centers in excess of 50,000 square feet must be located on a pervious surface.
3. Add Administrative Permit for “Outdoor Storage, Limited” as Section 19.3.6(1) and renumber Administrative Uses to maintain alphabetical order.

### **Article XIX, Section 19.3.6(1).**

*Outdoor Storage, Limited.*

*A. Required Districts: C-1 and C-2*

*B. Standards:*

1. Outdoor storage in a portable moving or storage container allowed as an accessory to an allowable primary use on the subject property. Tractor trailers and shipping containers are prohibited.



2. No more than one (1) Administrative Permit shall be granted annually per business located on the subject property. This permit shall be renewed annually in accordance with the standards herein for the permit to remain in compliance with this article.
3. No more than two (2) concurrent permits shall be permitted at one time on a single parcel of land/property.
4. The location shall be limited to the rear yard and behind the principal structure. No container shall be located directly adjacent to the principal structure and shall maintain a minimum setback of 10 feet.
5. The container shall not be visible from the public right-of-way.
6. The container shall not occupy more than two parking spaces or an area exceeding 306 square feet.
7. The container shall not exceed eight (8) feet in height.
8. The location of the container shall not block or inhibit access to driveways for delivery and emergency vehicle/apparatus, to a fire hydrant, and/or loading/unloading areas.
9. The applicant shall submit a written statement from the property owner or property management company of the subject property granting permission for outdoor storage.
10. Not permitted in outparcels.

### **Planning Commission Recommendation**

The Planning Commission, at their public meeting on October 1, 2024, recommended approval of the proposed amendment with three new additional standards to be added:

11. Prohibit the storage of hazardous and detonation materials, and flammable and combustible liquids.
12. Outdoor storage is only permitted in a modular container, specifically built for outdoor storage.
13. Prohibit the emission of sound and/or light from a storage container.

### **Attachment**

1. Draft Amendment Ordinance

**AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CODE OF  
ORDINANCES, APPENDIX A – ZONING, TO ALLOW FOR LIMITED OUTDOOR  
STORAGE IN COMMERCIAL ZONING DISTRICTS**

**WHEREAS,** the City of Johns Creek, Georgia, is authorized by the State of Georgia Constitution to execute zoning power within its city limits;

**WHEREAS,** the City originally adopted its Zoning Ordinance in January 2007, adopting the Fulton County Zoning Resolution in its entirety, including all definitions;

**WHEREAS,** the City recognizes the needs of business have evolved and a solution to allow for limited outdoor storage on commercial property is required; and

**WHEREAS,** the Code of Ordinances Appendix A – Zoning should be amended to modify definitions for “outdoor storage” and to create a new administrative permit with standards for limited outdoor storage.

**NOW THEREFORE,** the Mayor and Council of the City of Johns Creek hereby ordain that Appendix A – Zoning, Article III, Section 3.3. “Definitions;” Article XII-E., Section 12E.5. “Miscellaneous Provisions;” and Article XIX, Section 19.3.6(1). and 19.3.7. are amended as follows:

**Article III, Section 3.3.15. O.**

*Outdoor Storage.* The keeping outdoors of any goods, materials, merchandise, equipment or vehicles (except vehicles related to a permitted use on the property) in the same place for more than twenty-four hours. Permitted outdoor storage shall only apply to modular, portable moving or storage containers by obtaining an Administrative Permit for Limited Outdoor Storage (Article 19.3.6(1)).

**Article XII-E, Section 12E.5. – Miscellaneous Provisions.**

1. Front and side yards, parking lots, areas immediately adjacent to buildings or any area outside the interior permanent and sheltered portions of a building shall not be used for storage, display or sale of goods except for out of store marketing devices, restaurant/cafe; seating, seasonal holiday trees, pumpkins, open air fairs (provided an Administrative Permit is obtained pursuant to Article 19 of the Zoning Ordinance).
2. Outside storage and outdoor display is prohibited except for LP tanks, garden centers and plant nurseries, or provided an Administrative Permit is obtained for Limited Outdoor Storage pursuant to Article 19 of the Zoning Ordinance. A maximum of two out of store marketing devices (i.e. drink machines, video drop-boxes) may be permitted, provided they are located adjacent to the building.
3. Storage of shopping carts shall be located adjacent to the building where the carts are utilized. Storage/enclosure shall be made out of masonry to match the exterior building materials. Parking lot corrals are allowed.
4. Parking in excess of the minimum requirements for retail and service commercial centers in excess of 50,000 square feet must be located on a pervious surface.

**Article XIX, Section 19.3.6(1). Outdoor Storage, Limited.**

**A. Required Districts:** C-1 and C-2

**B. Standards:**

1. Outdoor storage in a portable moving or storage container allowed as an accessory to an allowable primary use on the subject property. Tractor trailers and shipping containers are prohibited.
2. No more than one (1) Administrative Permit shall be granted annually per business located on the subject property. This permit shall be renewed annually in accordance with the standards herein for the permit to remain in compliance with this article.
3. No more than two (2) concurrent permits shall be permitted at one time on a single parcel of land/property.
4. The location shall be limited to the rear yard and behind the principal structure. No container shall be located directly adjacent to the principal structure and shall maintain a minimum setback of 10 feet.
5. The container shall not be visible from the public right-of-way.
6. The container shall not occupy more than two parking spaces or an area exceeding 306 square feet.
7. The container shall not exceed eight (8) feet in height.
8. The location of the container shall not block or inhibit access to driveways for delivery and emergency vehicle/apparatus, to a fire hydrant, and/or loading/unloading areas.
9. The applicant shall submit a written statement from the property owner or property management company of the subject property granting permission for outdoor storage.
10. Not permitted in outparcels.
11. Prohibit the storage of hazardous and detonation materials, and flammable and combustible liquids.
12. Outdoor storage in only permitted in a modular container, specifically built for outdoor storage.
13. Prohibit the emission of sound and/or light from a storage container.

**Article XIX, Section 19.3.7. Parking, Off-Site and Shared.** Whenever parking as required in Article 18 cannot be accomplished, SHARED PARKING in accordance with Section 18.2.2 may be approved via an Administrative Permit provided:

**A. Required Districts:** O-I, C-1, C-2, MIX, M-1 and M-1A

**B. Standards:**

1. If the off-site parking is committed for a specified period of time, the duration of the Administrative Permit shall be limited to the period of time stipulated therein.
2. No more than 20 percent of the total parking requirement may be provided off-site via this Administrative Permit.
3. The property must be located no more than 300 feet from the principal use with pedestrian access provided between the sites as may be required by the Community Development Department.

**SO ORDAINED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



Approved:

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John Bradberry, Mayor

ATTEST:

Approved as to Form:

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Allison Tarpley, City Clerk

(Seal)

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Angela C. Couch, City Attorney



**October 21, 2024**

**City Council**

**Public Hearing**

# **Text Amendment A-24-002**

## **Scope:**

- Council initiated this amendment to the Zoning Ordinance to allow for limited outdoor storage on commercially zoned properties using the Administrative Permit process.
- The amendment, if approved, is proposed to be a one-year pilot program commencing on November 1, 2024.



# **Background**

- Currently, the City prohibits outdoor storage for all commercial areas to ensure all commercial properties, shopping centers in particular, maintained a pristine and clean appearance.
- Zoning Ordinance already allows for a permanent accessory structure to be built on commercial property for storage purposes with a building permit that meets:
  - All applicable zoning conditions
  - Building material requirements
  - Zoning district setbacks and height
  - Other applicable codes and regulations
- Storage containers are not permitted as a permanent solution for outdoor storage on commercial properties.

# Update

- With evolving needs of businesses, it has been brought to the attention of the City that a solution may be required to allow for limited outdoor storage on commercial property.
- Staff reviewed ordinances from adjacent and nearby jurisdictions related to outdoor storage and found various stipulations and process requirements, some requiring a special use permit and others an administrative permit.
- A common theme across all jurisdictions has been restrictions on placement/location on the property, setbacks and height.

# Analysis

Staff recommends the following solution:

- Providing a “limited outdoor storage” option.
- Processed through an Administrative Permit.
- Grant a temporary outdoor storage option in lieu of a permanent accessory structure provision already included in the Zoning Ordinance.
- Proposed as a one-year pilot program commencing on November 1, 2024.



# **Recommendations**

Staff recommends amending the following articles of the Zoning Ordinance to allow for “limited outdoor storage” in commercial zoning districts:

1. Modify the definition for “Outdoor Storage.”

## **Article III - Definitions, Section 3.3.15. O.**

*Outdoor Storage.* ~~Open air storage of goods, merchandise, materials, vehicles/equipment and/or any similar object that is not clearly intended for outdoor use on the premises.~~ The keeping outdoors of any goods, materials, merchandise, equipment or vehicles (except vehicles related to a permitted use on the property) in the same place for more than twenty-four hours. Permitted outdoor storage shall only apply to modular, portable moving or storage containers by obtaining an Administrative Permit for Limited Outdoor Storage (Article 19.3.6(1)).

# **Recommendations**

2. Add language for “Miscellaneous Provisions” in the Community Standards.

## **Article XII-E., Section 12E.5.**

1. Front and side yards, parking lots, areas immediately adjacent to buildings or any area outside the interior permanent and sheltered portions of a building shall not be used for storage, display or sale of goods except for out of store marketing devices, restaurant/cafe; seating, seasonal holiday trees, pumpkins, open air fairs (provided an Administrative Permit is obtained pursuant to Article 19 of the Zoning Ordinance).
2. Outside storage and outdoor display is prohibited except for LP tanks, garden centers and plant nurseries, or provided an Administrative Permit is obtained for Limited Outdoor Storage pursuant to Article 19 of the Zoning Ordinance. A maximum of two out of store marketing devices (i.e. drink machines, video drop-boxes) may be permitted, provided they are located adjacent to the building.
3. Storage of shopping carts shall be located adjacent to the building where the carts are utilized. Storage/enclosure shall be made out of masonry to match the exterior building materials. Parking lot corrals are allowed.
4. Parking in excess of the minimum requirements for retail and service commercial centers in excess of 50,000 square feet must be located on a pervious surface.

# **Recommendations**

3. Add Administrative Permit for “Outdoor Storage, Limited” as Section 19.3.6(1) and renumber Administrative Uses to maintain alphabetical order.

## **Article XIX, Section 19.3.6(1).**

### *Outdoor Storage, Limited.*

#### *A. Required Districts: C-1 and C-2*

#### *B. Standards:*

1. Outdoor storage in a portable moving or storage container allowed as an accessory to an allowable primary use on the subject property. Tractor trailers and shipping containers are prohibited.
2. No more than one (1) Administrative Permit shall be granted annually per business located on the subject property. This permit shall be renewed annually in accordance with the standards herein for the permit to remain in compliance with this article.
3. No more than two (2) concurrent permits shall be permitted at one time on a single parcel of land/property.
4. The location shall be limited to the rear yard and behind the principal structure. No container shall be located directly adjacent to the principal structure and shall maintain a minimum setback of 10 feet.
5. The container shall not be visible from the public right-of-way.



# **Recommendations**

6. The container shall not occupy more than two parking spaces or an area exceeding 306 square feet.
7. The container shall not exceed eight (8) feet in height.
8. The location of the container shall not block or inhibit access to driveways for delivery and emergency vehicle/apparatus, to a fire hydrant, and/or loading/unloading areas.
9. The applicant shall submit a written statement from the property owner or property management company of the subject property granting permission for outdoor storage.
10. Not permitted in outparcels.

# **Recommendations**

Planning Commission recommended **APPROVAL** at their October 1, 2024, public hearing, with the following additions to the recommended:

11. Prohibit the storage of hazardous and detonation materials, and flammable and combustible liquids.
12. Outdoor storage is only permitted in a modular container, specifically built for outdoor storage.
13. Prohibit the emission of sound and/or light from a storage container.



**October 21, 2024**

**City Council**

**Public Hearing**



# AGENDA REPORT

**To:** Honorable Mayor and City Council

**From:** Ben Song, Community Development Director

**Agenda:** October 21, 2024 – Council Meeting

**Item:** **Comprehensive Plan Amendment to Integrate the Adopted Revitalization Plan: Medlock Bridge Road and State Bridge Road**

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## Item Summary

Staff recommends an amendment to the Comprehensive Plan to integrate the adopted Revitalization Plan: Medlock Bridge Road and State Bridge Road as a supplemental document to the 2018 Comprehensive Plan. The amended Comprehensive Plan will be transmitted to the Atlanta Regional Commission for formal recognition.

## Background

The desire to develop a master plan for the four corners of the intersection of Medlock Bridge Road and State Bridge Road was originally identified as a key initiative to pursue in the Community Work Program of the 2018 Comprehensive Plan. At the time, the community vision was to identify and redesign significant commercial nodes in the City, with the Medlock Bridge Road and State Bridge Road intersection identified as an area for potential redevelopment as a commercial marketplace. With the Revitalization Plan, the scope of work was to establish appropriate land use, street network and conceptual planning of open space and streetscape for this specific commercial node.

Council initialized the planning process for the Revitalization Plan by funding the study in the 2023 Fiscal Year budget and awarded Sizemore Group as the lead consultant for the project in March 2023. The project commenced in April 2023. After almost a year of intensive community engagement, the Revitalization Plan was adopted unanimously by Council on April 15, 2024.

The adopted Revitalization Plan identified amending the Comprehensive Plan as a prioritized action item to formally integrate the plan as the vision and policy for commercial node at Medlock Bridge Road and State Bridge Road. The plan establishes the appropriate context and future land use for the four corners of the commercial node and provides guidance to Council on future zoning decisions and development of properties within the Revitalization Plan area. This amendment will also revise any conflicting language between the Comprehensive Plan and Revitalization Plan for the Medlock Community Area, to provide succinct and consistent guidance to reviewers of both plans.

## **Recommendation**

Staff reviewed the Comprehensive Plan and made the following changes to integrate the adopted Revitalization Plan:

- Updated the description and total acreage of the Revitalization Plan under Medlock Community Area (Pages ii).
- Updated Future Land Use Map for the City (Page 51).
- Updated Mixed-Use High-Intensity land use category description (Page 52).
- Updated Land Use Change Map (Page 53).
- Updated Medlock Boundary Map and added Revitalization Plan area description (Page 81).
- Updated Medlock Future Land Use Map and Land Use Change table (Page 85).
- Updated the vision for Medlock Community Area (Page 86).
- Updated Medlock Build-out Analysis description and map (Pages 88 and 89).
- Updated Medlock Sidewalks and Trails Projects description (Page 92).
- Updated Land Use Changes in Johns Creek and Residential Build-out by Community Area data charts (Page 339).
- Added the Revitalization Plan: Medlock Bridge Road and State Bridge Road as a supplemental document to the Comprehensive Plan 2023 update.

## **Attachment**

- (1) Amendment to Comprehensive Plan
- (2) Resolution

# EXECUTIVE SUMMARY

The Johns Creek Comprehensive Plan 2018 (the Plan) is a policy document for the City's growth. The Plan includes both citywide information (Chapters 1 and 2) as well as a chapter for each of the eight Community Areas so that residents, visitors, businesses, and developers can better understand each area's vision. The Community Area chapters are: 3-Autrey Mill, 4-Johns Creek North, 5-Medlock, 6-Newtown, 7-Ocee, 8-River Estates, 9-Shakerag, and 10-Tech Park. Chapter 11 provides a list of projects to undertake in order to implement the Plan.

## Vision and Goals

The Plan begins by setting an overall vision to guide the City:

"Johns Creek is an exceptional city that seeks to enhance its residential quality of life by supporting its diversity, arts, businesses and schools."

To implement the vision, eight goals are established:

1. Protect and preserve the City's premier residential communities and enhance our overall quality of life;
2. Provide superior recreational and cultural activities throughout the City;
3. Expand the City's economic base;
4. Create an identity for the City;
5. Protect the City's natural environment and historic resources;
6. Create a citywide multi-modal transportation network;
7. Ensure the City has the appropriate tools to implement the goals of the Comprehensive Plan; and
8. Improve intergovernmental relations.

Together, the Plan's vision and goals will help guide the policies and decisions of the Mayor and Council over the next ten years.

## Land Use

The Plan creates a parcel-specific Future Land Use Map that specifies the City's vision for each property over the next ten years. While each property retains its underlying zoning, the Future Land Use Map forms the basis for the City's position related to any future rezoning or development requests. Besides residential density reduction, 94.9% of the City's land uses are anticipated to remain constant over the next five years.

## Housing

Compared to the current Comprehensive Plan adopted in 2008, the recommended densities for new residential development are reduced significantly. New density limitations have been added for small undeveloped lots and infill parcels specifying that new development must match the surrounding neighborhood density and is limited to single-family, detached homes. Additionally, the following reductions in residential density are established for three Community Areas within the Plan:

- Johns Creek North: three units/acre (reduced from four units/acre);
- Medlock: two units/acre (reduced from three units/acre); and
- Shakerag: one unit/acre (reduced from three units/acre).

Existing residential density limits in other Community Areas remain intact in the Plan:

- Autrey Mill: one unit/acre;
- Newtown: three units/acre;
- Ocee: three units/acre; and
- River Estates: one unit/acre.



## Commercial Development

To further change the City's commercial growth patterns and encourage the creation of community villages and a Town Center through private investment, the Plan recommends limiting development to specific existing commercial locations. Key locations that are targeted for redevelopment include:

- Johns Creek North: shopping centers along Jones Bridge Road at the intersections of Sargent and Douglas Roads;
- Medlock: shopping centers at the intersection of State Bridge and Medlock Bridge Roads;
- Newtown: shopping centers at the intersection of Old Alabama and Haynes Bridge Roads;
- Newtown: shopping centers at the intersection of Old Alabama and Jones Bridge Roads;
- Newtown: shopping center at the intersection of Holcomb Bridge and Barnwell Roads;
- Ocee: shopping center at the intersection of State Bridge and Jones Bridge Roads;
- Ocee: shopping center at the intersection of State Bridge and Kimball Bridge Roads; and
- Tech Park: office area east of Medlock Bridge Road and west of Johns Creek Parkway and Lakefield Drive.

## Implementation Projects

To guide and direct the City's capital investments over the next ten years, proposed projects for road improvements, trails, and parks are prioritized. Examples of prioritized projects include building out the new park lands (purchased in 2016 and 2017) with Park Bond funds, providing improvements to existing parks, developing sidewalks and trails in each Community Area to connect residents to schools and shopping centers, and improving the capacity of certain roadways and studying the feasibilities of roundabouts and left-turn lanes to improve traffic flow and increase safety entering and exiting neighborhoods.

In addition to the proposed capital projects, the Plan prioritizes the creation of tools for implementation, such as a Unified Development Code, which will combine the City's zoning, tree, and sign ordinances with the City's stormwater management and land development regulations. The Plan also prioritizes areas for further study, and recommends the creation of five local master plans/area plans to add architectural standards and greater specificity to the Plan's established allowable heights, densities, uses, and visual examples of desired development. Areas prioritized for further study include:

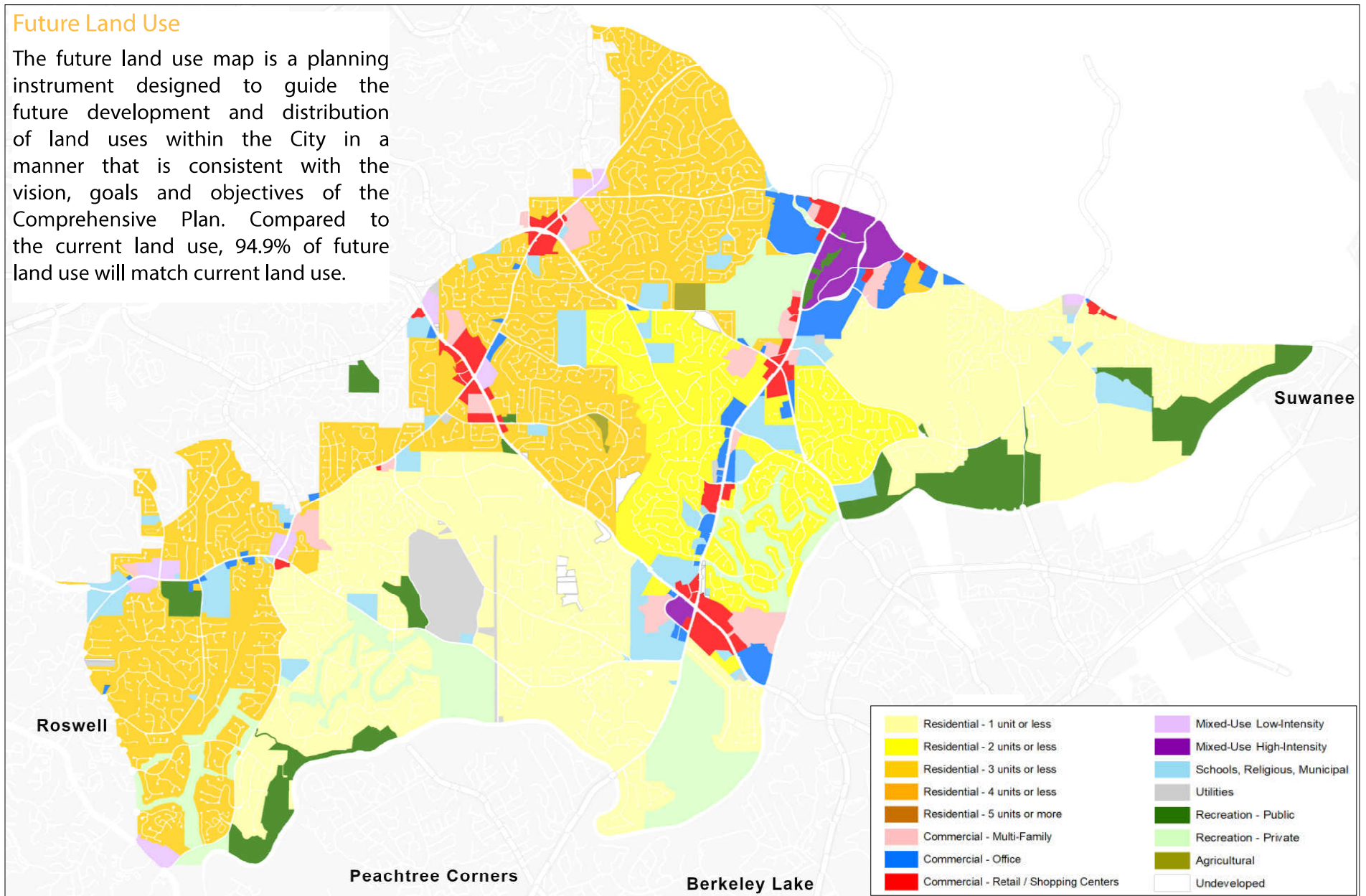
- Johns Creek North: Jones Bridge Road at Sargent and Douglas Roads, to create a community village;
- Medlock: approximately 110 acres at the intersection of State Bridge Road and Medlock Bridge Road, to create an attractive, inviting, and walkable district. The Revitalization Plan: Medlock Bridge and State Bridge was adopted on April 15, 2024, and has been added to the Comprehensive Plan as a supplemental document;
- Newtown: Old Alabama Road at Haynes Bridge Road, to create a community village.
- Ocee: State Bridge Road at Kimball Bridge Road and at Jones Bridge Road, to create community villages; and
- Tech Park: approximately 192 acres in Tech Park, to create a Town Center. The Town Center Vision and Plan was adopted on October 25, 2021, and has been added to the Comprehensive Plan as a supplemental document.

## Overall

The 2018 Comprehensive Plan's focus is to preserve and protect Johns Creek's residential neighborhoods and quality of life by managing development. The reductions in residential density and the targeting of specific locations for commercial redevelopment and the Town Center will change the City's growth patterns, and

### Future Land Use

The future land use map is a planning instrument designed to guide the future development and distribution of land uses within the City in a manner that is consistent with the vision, goals and objectives of the Comprehensive Plan. Compared to the current land use, 94.9% of future land use will match current land use.



Map 20: Future Land Use

## CITYWIDE LAND USE

### Land Use Categories

Land use categories provide general guidance on the intensity, character, and location of land uses. To ensure land use categories are applied consistently across the City, this Comprehensive Plan establishes 16 land use categories listed in the table below.

Table 3: Land Use Categories

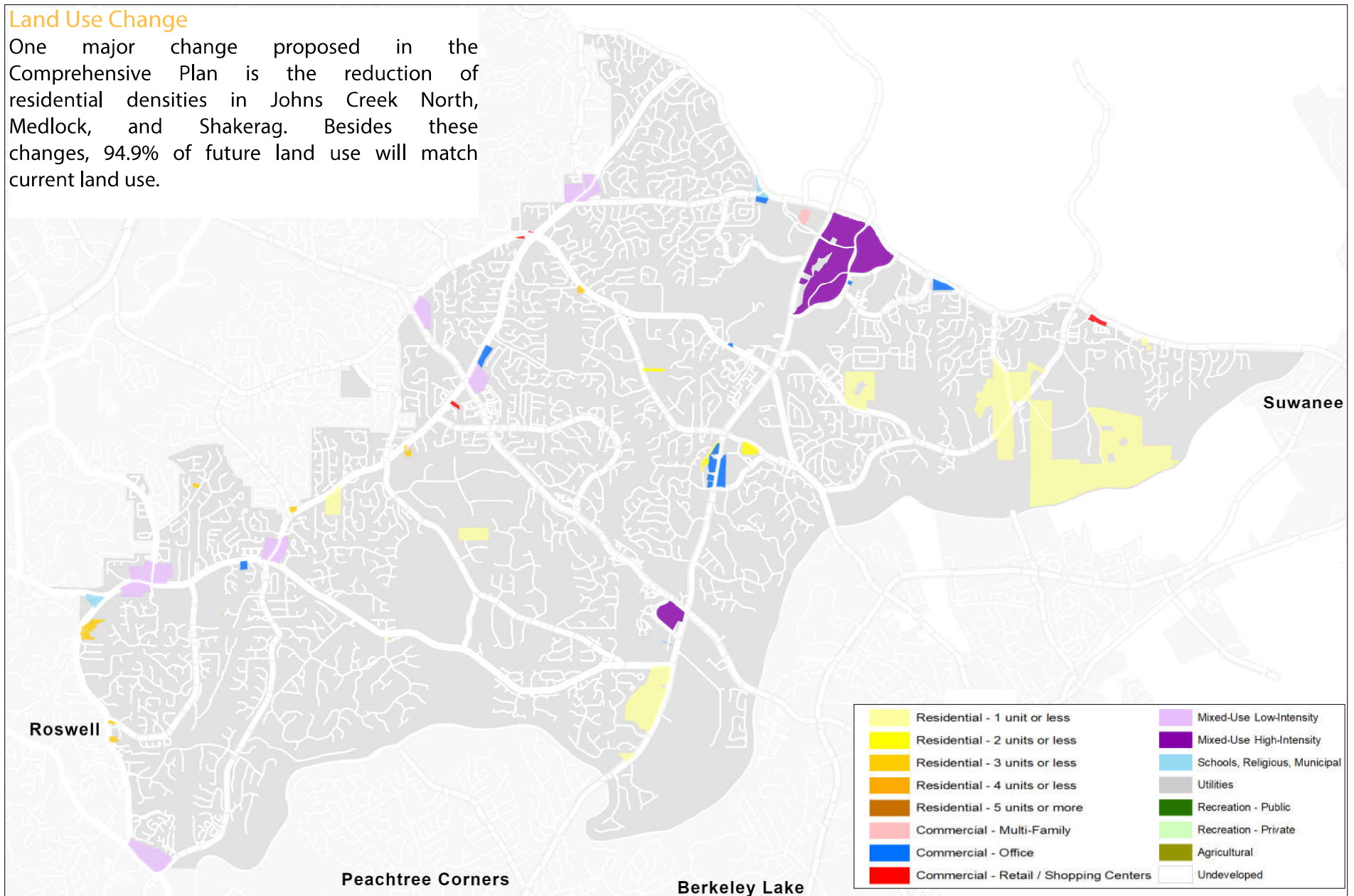
Color	Land Use	Residential Density per Acre	Maximum Height	Types of Uses Permitted
	Residential - 1 unit or less	1	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 2 units or less	2	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 3 units or less	3	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 4 units or less	4	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 5 units or more	>5	5 stories/60 feet	Single-Family Dwelling Unit: Detached
	Commercial - Multi-Family	12	4 stories/60 feet	Property containing housing units with more than 4 dwelling units/building (i.e. townhomes, apartments, condos, 4-plexes, live-work lofts, etc.)
	Commercial - Office	N/A	4 stories/60 feet	Privately-owned property used primarily for office, health care, hotels, light assembly, with supporting uses
	Commercial - Retail / Shopping Centers	N/A	3 stories/40 feet	Neighborhood and community-oriented retail and service activities including local business offices, grocery stores, restaurants
	Mixed-Use Low-Intensity	8	3 stories/40 feet	A planned development with a mix of residential, commercial retail and office uses that includes public park space. Residential uses include single family detached, duplex, triplex, townhouses, condos, stacked flats and live-work units. Garden style apartments are not permitted.
	Mixed-Use High-Intensity	N/A*	5 stories/75 feet	A planned development with a mix of residential, commercial retail and office uses that includes public park/open space and entertainment uses. Garden style apartments are not permitted.
	Schools, Religious, Municipal	N/A	4 stories/60 feet	Publicly- or privately-owned lands used for schools, libraries, places of worship, city hall, municipal court, fire stations, etc.
	Utilities	N/A	N/A	Publicly- or privately-owned lands used for utility purposes such as water treatment, reservoirs, radio towers
	Recreational - Public	N/A	3 stories/40 feet	Publicly-owned neighborhood and community parks, community centers and open space
	Recreational - Private	N/A	3 stories/40 feet	Privately-owned golf, tennis, swim and country club facilities
	Agricultural	1	3 stories/40 feet	Agricultural
	Undeveloped	N/A	N/A	Undeveloped land

\*Refer to the Adopted Town Center Vision and Plan or Revitalization Plan whichever is applicable to the site.



### Land Use Change

One major change proposed in the Comprehensive Plan is the reduction of residential densities in Johns Creek North, Medlock, and Shakerag. Besides these changes, 94.9% of future land use will match current land use.



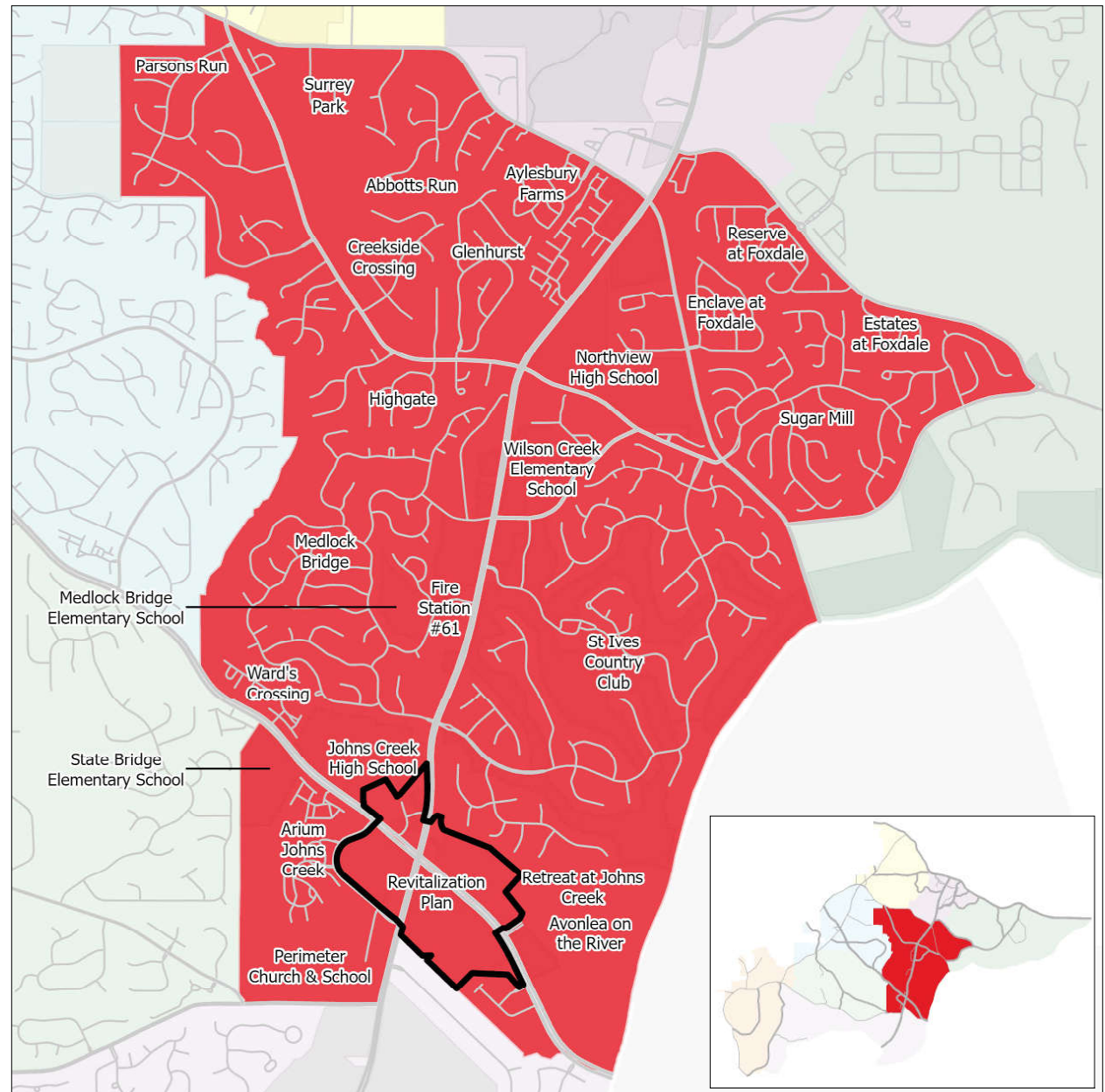
Map 21: Land Use Change

### Boundary

The area of Medlock is bounded to the east by the Chattahoochee River; to the north by Boles, Bell, and Abbotts Bridge Roads; to the west by Taylor Road Middle School and Chattahoochee High School; and to the south by Old Alabama Road and the River Estates Community Area.

### Revitalization Plan

The Revitalization plan area is approximately 110 acres. It includes the four corners at the intersection of Medlock Bridge Road and State Bridge Road featuring Regal Cinema, Publix, Target, Home Depot, and Warsaw Elementary School, as well as other retail and smaller outparcels. Johns Creek High School is located to the northwest of the plan area and Perimeter Church to the south.



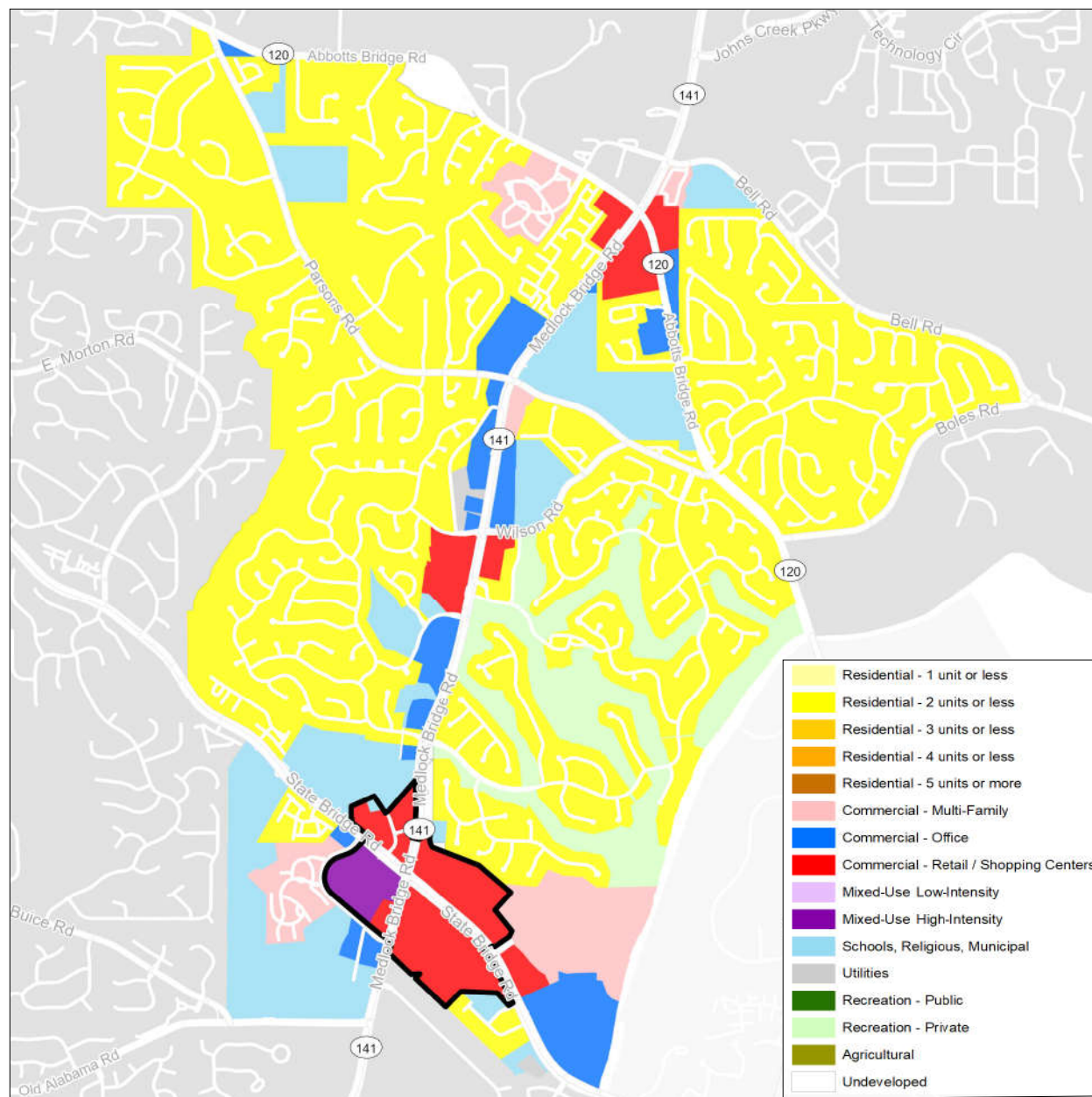
Map 36: Medlock Boundary

## Future Land Use

Apart from residential density reduction, 98.9% of future land use in Medlock will match current land use. A detailed build-out analysis is available on Pages 88-89.

Table 8: Land Use Change in Medlock (Acres)

Land Use Type	Current	Future	Change
Residential - 1 unit or less	17.4	0	-17.4
Residential - 2 units or less	723.5	1,773.2	1,049.6
Residential - 3 units or less	355.9	0	-355.9
Residential - 4 units or less	529.7	0	-529.7
Residential - 5 units or more	136.3	0	-136.3
Commercial - Multi-Family	160.2	160.2	0
Commercial - Office	111.2	131.9	20.6
Commercial - Retail/Shopping Centers	200.3	163.6	-36.7
Mixed-Use High Intensity	0	21.1	21.1
Schools, Religious, Municipal	355.4	348.2	-7.2
Utilities	8.5	8.6	0.1
Recreation - Private	209.5	209.5	0
Undeveloped	28.7	20.5	-8.2



Map 38: Future Land Use in Medlock



## VISION

The vision for the Medlock Community Area is to maintain its premier residential status by enhancing the quality of public infrastructure and by enhancing Medlock Bridge and State Bridge Roads with landscaped sidewalks and trails, while attracting private investment to transform the Regal Cinema shopping center (located at the southwestern corner/quadrant at the intersection of Medlock Bridge and State Bridge Roads) into a walkable development with local restaurants, entertainment venues, potentially a residential component, and shops, surrounded by activated greenspaces, pocket parks, art, and trails that connect pedestrians via underpasses to the area's schools and subdivisions.

Medlock Community Area's Revitalization Plan of the four corners of Medlock Bridge Road and State Bridge Road, focuses on placemaking, redevelopment, and connectivity concepts to foster an attractive, inviting, and walkable mixed-use district that serves the surrounding community, while providing a vibrant gateway into the City of Johns Creek. . The plan would guide the private sector in the amenities desired by the community, as well as the City's design standards.

Redevelopment of the shopping centers of Medlock Bridge and State Bridge Roads into a more walkable village retail/public space should be undertaken in conjunction with the transportation redesign of the Medlock Bridge and State Bridge Roads intersection, currently funded through Fulton County's Transportation Special Purpose Local Option Sales Tax (TSPLOST) program. The movement of vehicles and pedestrians and how the movements impact the existing commercial uses must be designed to create a more attractive place to shop and dine.

Outside of the high-intensity mixed-use area, new infill housing developments should be limited to single-family detached homes (at a maximum of two units/acre and up to three stories in height) and mixed-use development is limited to the Regal Medlock Crossing site due to the level of traffic congestion already present.

Preservation of the community's historic properties and/or buildings should be encouraged through the adoption of a Historic Preservation Ordinance that requires any land development to incorporate the reuse and preservation of the historic property.

The Medlock Community Area currently lacks a public park, and the City should seek out



# BUILD-OUT ANALYSIS

## Residential Build-out Analysis

The residential build-out analysis provides a projection of maximum allowable future development within the Community Area, based on the Future Land Use Map and market analysis. It can also explore the impact of development on tax base, traffic, school enrollment, natural and historic resources, and quality of life.

The build-out analysis shows that the Medlock Community Area has the capacity for 156 additional residential units from approved developments. A development consisting of a residential component along with a mix of uses shall only be considered for the Regal Medlock Crossing site. The build-out concepts for the Regal Medlock Crossing can be found in the Revitalization Plan.

## Commercial Build-out Analysis

The Medlock Bridge shopping center at Wilson Road has suffered visibility issues due to its location – sunken below the grade of Medlock Bridge Road and further hampered by a 40-foot landscape strip along Medlock Bridge Road. The retail shops are located 300 feet from the roadway and are pressed up against the edge of the residential subdivision. It is desired that retail shops should be relocated closer to Medlock Bridge Road with parking behind the shops. A new neighborhood park would buffer the residential subdivision from the commercial uses and provide residents a convenient place to gather and play.

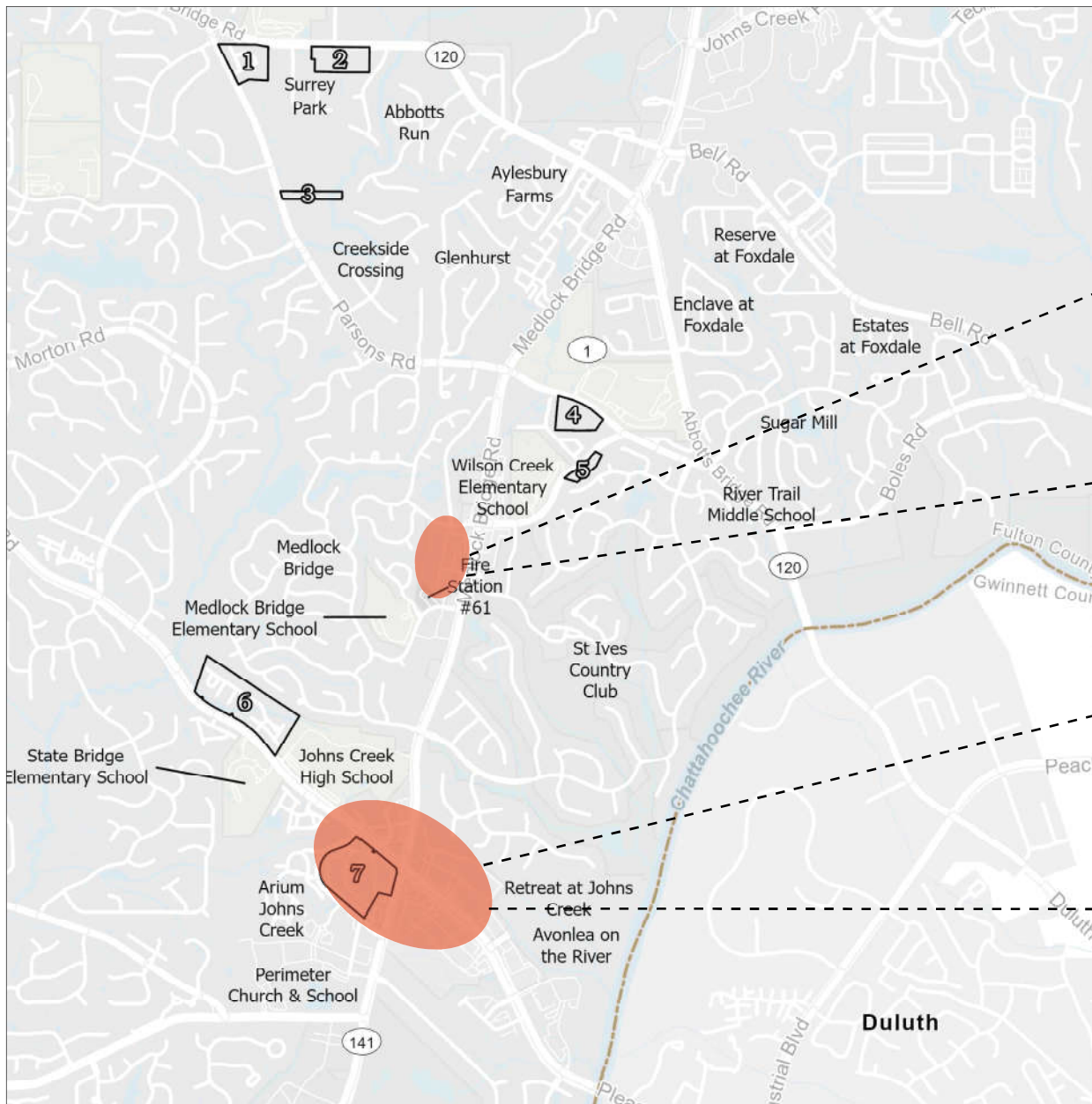
It is envisioned that the Regal Cinema and Publix/Hobby Lobby shopping centers would transform into a more walkable village-like setting. This location is already the most heavily traveled area within the City. Locating restaurants and entertainment venues in addition to the cinema will create a gathering place for the southern section of the City. The Revitalization Plan considers infill development for Regal Medlock Crossing site and streetscape enhancements for Medlock Bridge Road, State Bridge Road, and Medlock Crossing Parkway. It is hoped that sidewalks and trails will be created to navigate under the vehicular roadways, to ensure safe passage between shopping, local schools, and homes. New streets and pocket parks/squares are envisioned within the existing shopping center parking lots to allow for public events and safer vehicular movement.

Table 9: Residential Build-out Analysis in Medlock

No.	Acreage	Allowed Residential Units/Acre	Allowed Residential Units	Existing Residential Unit(s)	Potential Residential Units Increase	Potential Population Increase
1	9.96	2	20*	2	18	56
2	10.15	2	20	3	17	53
3	2.93	2	5	0	5	16
4	7.86	2	15	0	15	47
5	2.02	2	4*	1	3	10
6	24.47	2	104*	6	98	301
Total	57.39				156	483

\*This number reflects the maximum allowable units in the approved zoning conditions.





Map 39: Potential Residential Build-out in Medlock



## SIDEWALKS AND TRAILS PROJECTS



Sidewalks and trails exist along Medlock Bridge and State Bridge Roads. Sections of sidewalks and trails have also been built along Abbotts Bridge, Parsons, Bell, Boles, and Wilson Roads. However, in general, the Medlock Community Area lacks fully-connected sidewalks and trails that allow residents to walk/bike to neighborhood schools, local shopping, and religious institutions.

Most sidewalks and trails in the City are located at the back of the roadway curb and provide limited safety to pedestrians. New streetscape standards should require landscaping to separate vehicles from pedestrians walking on trails. A rule of thumb is: five feet of separation for roadways with a 35 mile/hour speed limit; ten feet of separation for roadways with a 45 mile/hour speed limit; and 20 feet of separation for roadways with a 55 mile/hour speed limit. Heavily traveled sidewalks and trails should be lighted for pedestrians.

With the completion of the Abbotts Bridge Road widening from Jones Bridge Road to Parsons Road, the City will continue collaborating with the Georgia Department of Transportation (GDOT) to widen Abbotts Bridge Road from Parsons Road across the Chattahoochee River to Peachtree Industrial Boulevard. The portion that lies within the Medlock Community Area will be constructed in two phases. Phase 1 is between Parsons and Medlock Bridge Roads with a ten-foot-wide trail on both sides, with an expected completion date of 2025. Phase 2 is from Medlock Bridge Road across the Chattahoochee River to Peachtree Industrial Boulevard, with a ten-foot-wide trail on one side, and a 5-foot-wide sidewalk on the other, and this portion is expected to be completed by 2028.

The City will also fill in sidewalk/trail gaps at the following locations:

- Along Boles Road from Abbotts Bridge Road to Sugar Crest Avenue
- Along Medlock Bridge Road from Parsons Road to Abbotts Bridge Road, mainly in front of 10805 Medlock Bridge Road and 105 Gold Cove Lane
- Along Wilson Road from Medlock Bridge Road to Parsons Road

The City has adopted the Revitalization plan for all four corners of the intersection of Medlock Bridge Road and State Bridge Road on April 15, 2024, with the goal to offer residents and students safe connections to walk/bike from neighborhood subdivisions to existing shopping centers and schools.

## Land Use Changes in Johns Creek

Land Use Type	Current Land Use	Future Land Use	Land Use Change
Residential - 1 unit or less	3,265.0	5,772.4	2,507.4
Residential - 2 units or less	724.8	1,760.7	1,035.9
Residential - 3 units or less	5,184.0	4,789.4	-394.6
Residential - 4 units or less	2,054.3	0	-2,054.3
Residential - 5 units or more	196.8	0	-196.8
Commercial - Multi-Family	346.8	365.6	18.8
Commercial - Office	537.5	470.5	-67
Commercial - Retail / Shopping Centers	579.5	363.4	-216.1
Mixed-Use Low-Intensity	0	177.8	177.8
Mixed-Use High-Intensity	0	216.9	216.9
Schools, Religious, Municipal	914.2	885.5	-28.7
Utilities	333.7	333.7	0
Recreational - Public	916.9	916.9	0
Recreational - Private	1,512.1	1,512.1	0
Agricultural	264.9	51.0	-213.9
Undeveloped	885.4		-785.2

## Residential Build-out by Community Area

Land Use Type	Potential Residential Units Increase
Autrey Mill	36
Johns Creek North	155
Medlock	**481
Newtown	616
Ocee	382
River Estates	97
Shakerag	1,204
Tech Park	*N/A

\*Refer to the Adopted Town Center Vision and Plan

\*\*Refer to the Adopted Revitalization Plan

**A RESOLUTION TO AMEND THE CITY OF JOHNS CREEK COMPREHENSIVE  
PLAN TO INTEGRATE THE ADOPTED REVITALIZATION PLAN: MEDLOCK  
BRIDGE ROAD AND STATE BRIDGE ROAD**

**WHEREAS,** the Mayor and City Council approved and adopted the 5-year update to the City of Johns Creek 2018 Comprehensive Plan on October 17, 2023, as a guide for future growth and development of the City; and

**WHEREAS,** the development of an area specific master plan to revitalize the four corners of the Medlock Bridge Road and State Bridge Road commercial node was identified as a key initiative to pursue in the Community Work Program of the 2018 Comprehensive Plan; and

**WHEREAS,** the Mayor and City Council identified the development of a Revitalization Plan as a strategic priority for the City; and

**WHEREAS,** the objective of the Revitalization Plan was to identify strategic locations for redevelopment of underutilized spaces, incorporate public art and landscaping, and enhance accessibility through additional sidewalks, multi-use paths, crosswalks, or tunnels; and

**WHEREAS,** the Mayor and City Council approved and adopted the Revitalization Plan on April 15, 2024, as a vision and guide for development of the Medlock Bridge Road and State Bridge Road commercial node; and

**WHEREAS,** the City recognizes the Comprehensive Plan should be amended to integrate the adopted Revitalization Plan as a unified policy guide for the City.

**NOW THEREFORE,** the Mayor and Council of the City of Johns Creek hereby adopt the Revitalization Plan: Medlock Bridge Road and State Bridge Road as a supplemental document to the City of Johns Creek Comprehensive Plan.

**SO RESOLVED,** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved:

\_\_\_\_\_  
John Bradberry, Mayor



ATTEST:

Approved as to Form and Content:

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Allison Tarpley, City Clerk

---

Angela Couch, City Attorney

(Seal)



**October 21, 2024**

City Council

Public Hearing

# Summary

Staff recommends an amendment to the Comprehensive Plan to **integrate the adopted Revitalization Plan: Medlock Bridge Road and State Bridge Road** as a supplemental document to the 2018 Comprehensive Plan.

The amended Comprehensive Plan will be transmitted to the Atlanta Regional Commission (ARC) for formal recognition.





# Background

Developing a master plan for the four corners of the intersection of Medlock Bridge Road and State Bridge Road was identified as a key initiative in the Community Work Program in the Comprehensive Plan.

COMMUNITY WORK PROGRAM - LAND USE								
Table 25: Community Work Programs (Land Use)								
	Description	Time Frame					Total Cost	Funding Source
		2023	2024	2025	2026	2027		
LU1.1	Develop a master plan for the redevelopment of the Regal Cinema, Publix, and Fairway shopping centers to create a commercial marketplace area with restaurants and active entertainment, along with a town park and public square.	X					\$150,000*	General Fund
LU1.2	Develop a Town Center Sign Ordinance.							
LU1.3	Develop a local area plan for the Grand Pavilion at North Fulton shopping center to create a walkable, village-like environment with a mix of residential and commercial uses.							
LU1.4	Create a Unified Development Code by combining the City's zoning and tree ordinance with the City's land development regulations.							
LU1.5	Develop a master plan for the redevelopment of the existing commercial nodes Jones Bridge Road and Douglas Road to create a walkable, village-like environment with a mix of residential and commercial uses.							
LU1.6	Develop a local area plan for the Goodwill and Kroger shopping centers to create a walkable, village-like environment with a mix of residential and commercial uses.							
LU1.7	Develop a local area plan for the Fresh Market/Kroger/Publix shopping centers at the intersection of Old Alabama and Haynes Bridge Roads to create a walkable, village-like environment with a mix of residential and commercial uses.							
Subtotal								

\* Funding has been approved as part of FY23 Budget.

11.0 IMPLEMENTATION

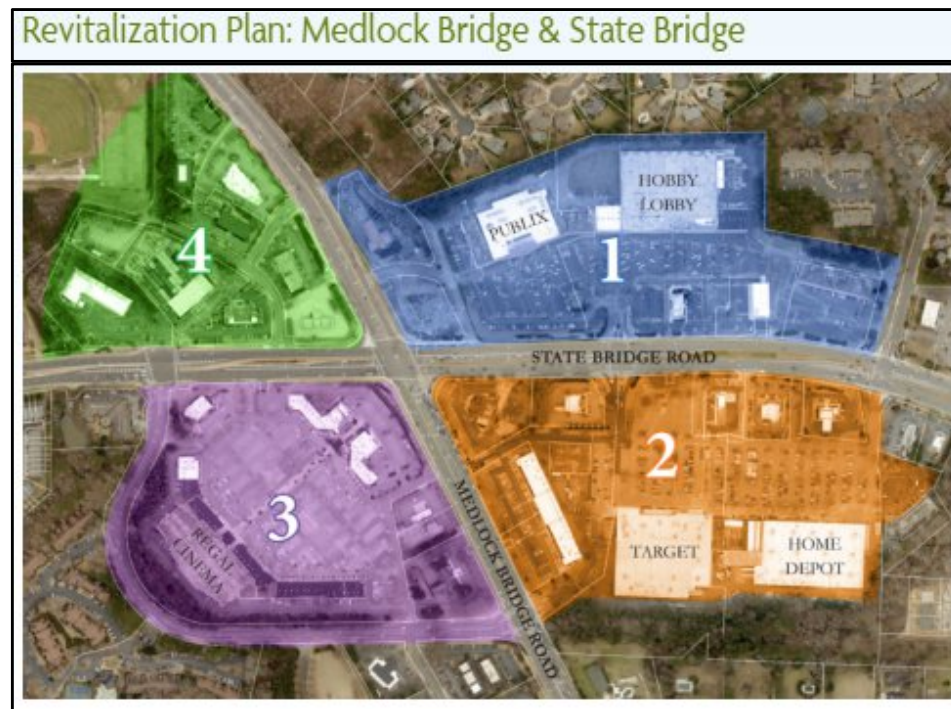
# Background

## Community Vision

- Medlock Bridge Road and State Bridge Road intersection was identified as an area for potential redevelopment as a commercial marketplace.

## Revitalization Plan – Scope of Work

- Establish appropriate land use, street network and conceptual planning of open space and streetscape for this specific commercial node.



# Background

- Council funded the Revitalization Plan in FY 2023 budget.
- Sizemore Group was selected as the lead consultant for the project in March 2023.
- Project commenced in April 2023.
- Revitalization Plan was adopted unanimously by Council on April 15, 2024.

STATE OF GEORGIA COUNTY OF FULTON	RESOLUTION 2024-04-12
<p><u>A RESOLUTION OF THE CITY OF JOHNS CREEK, GEORGIA TO ADOPT THE REVITALIZATION PLAN FOR THE FOUR CORNERS OF THE INTERSECTION OF MEDLOCK BRIDGE ROAD AND STATE BRIDGE ROAD</u></p>	
<p>WHEREAS, the Mayor and City Council approved and adopted the 5-year update to the City of Johns Creek 2018 Comprehensive Plan on October 17, 2023, as a guide for future growth and development of the city; and</p>	
<p>WHEREAS, the development of an area specific master plan to revitalize the four corners of the Medlock Bridge Road and State Bridge commercial node was identified as a key initiative to pursue in the Community Work Program of the 2018 Comprehensive Plan ; and</p>	
<p>WHEREAS, the Mayor and City Council identified the development of the Revitalization Plan as a strategic priority for the city; and</p>	
<p>WHEREAS, the objective of the Revitalization Plan was to establish appropriate land use, housing types, street network and conceptual planning of open space and streetscape specific to the study area; and</p>	
<p>WHEREAS, the Revitalization Plan and its accompanying appendix has been completed and functions as a vision and guide for development of the commercial node.</p>	
<p>NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Johns Creek hereby adopt the Revitalization Plan and as such it shall be effective upon its adoption</p>	
<p>SO RESOLVED, this <u>15<sup>th</sup></u> day of <u>April</u>, 2024.</p>	
<div><div></div><div><p>Approved:</p><p>John Bradberry, Mayor</p></div></div>	
<div><div><p>ATTEST:</p><p>Allison Farpley, City Clerk</p></div><div><p>Approved as to Form and Content:</p><p>Richard Carothers, City Attorney</p></div></div>	
<p>(Seal)</p>	
<p>PAGE 1 of 1</p>	



# Background

- The adopted Revitalization Plan identified as a prioritized action item to amend the Comprehensive Plan to integrate the plan as the vision and policy for the commercial node at Medlock Bridge Road and State Bridge Road.

100-DAY ACTION PLAN		
ACTION	COST ESTIMATE	PLAN REFERENCE & NOTES
Amend Comprehensive Plan	Staff time (Community Development)	Amend the Johns Creek Comprehensive Plan to be consistent with recommendations within this plan.
Area Branding	Staff time (Community Development and Economic Development)	Explore, identify, and create area branding design standards to implement placemaking concepts in all four corners: 1) Pedestrian Slow Zone 2) Area Identification Signage 3) Historic Markers
Create Site Selection and Broker Package	Staff time (Community Development and Economic Development)	Develop a marketing packet for the Medlock/ State Bridge Node with site plans and renderings from this plan and inclusive of economic development incentives, to pitch to property owners, investors, and developers. Consider a Property Owner/Broker Tour of the area where this packet can be shared and information provided to interested investors on what the city/community wants in the area and next steps for involvement/investment.

# Update

## Updated the description and total acreage of the Revitalization Plan under Medlock Community Area (Page ii)

In addition to the proposed capital projects, the Plan prioritizes the creation of tools for implementation, such as a Unified Development Code, which will combine the City's zoning, tree, and sign ordinances with the City's stormwater management and land development regulations. The Plan also prioritizes areas for further study, and recommends the creation of five local master plans/area plans to add architectural standards and greater specificity to the Plan's established allowable heights, densities, uses, and visual examples of desired development. Areas prioritized for further study include:

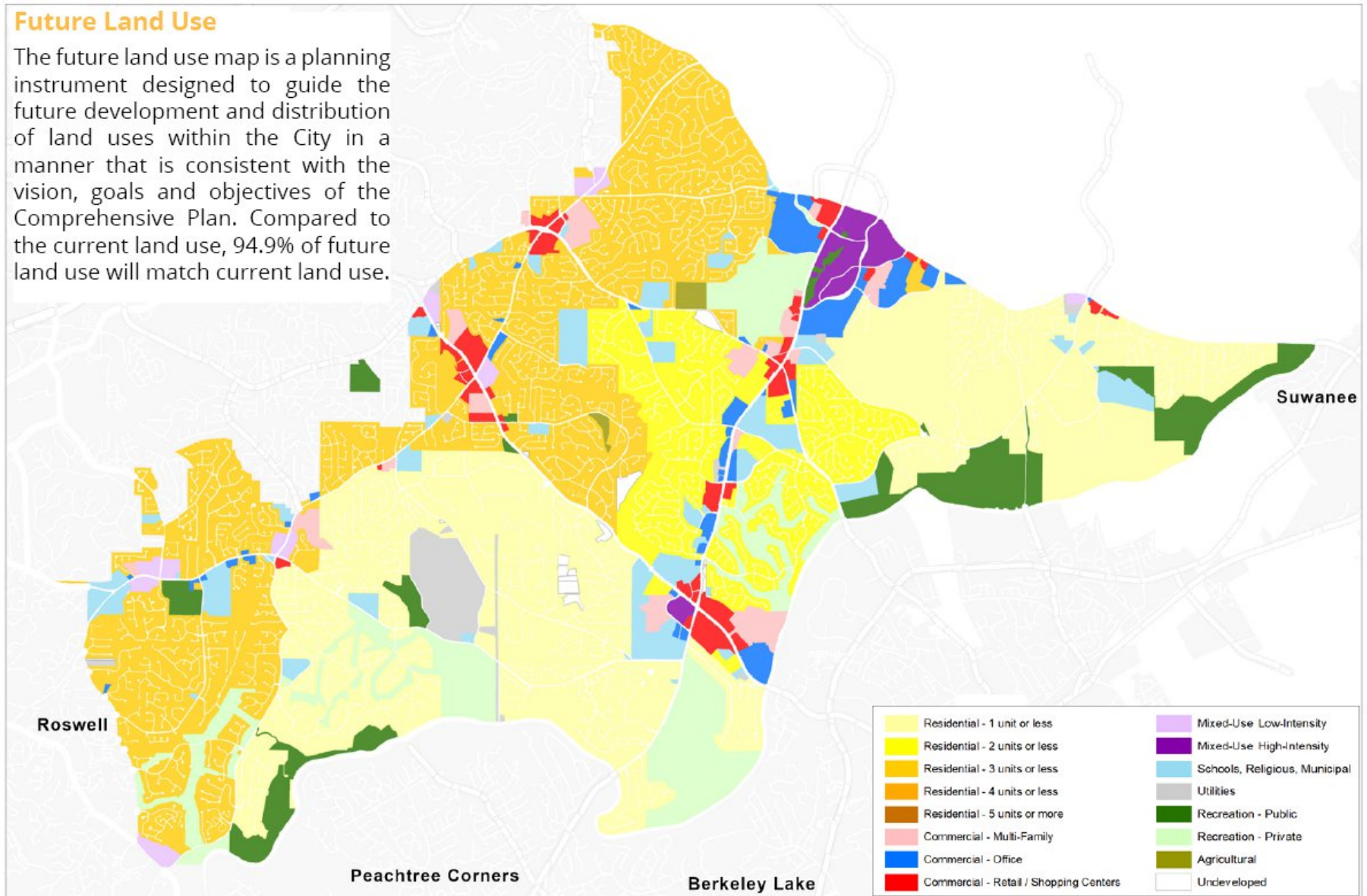
- **Johns Creek North:** Jones Bridge Road at Sargent and Douglas Roads, to create a community village;
- **Medlock:** approximately 110 acres at the intersection of State Bridge Road and Medlock Bridge Road, to create an attractive, inviting, and walkable district. The Revitalization Plan: Medlock Bridge and State Bridge was adopted on April 15, 2024, and has been added to the Comprehensive Plan as a supplemental document;
- **Newtown:** Old Alabama Road at Haynes Bridge Road, to create a community village.
- **Ocee:** State Bridge Road at Kimball Bridge Road and at Jones Bridge Road, to create community villages; and
- **Tech Park:** approximately 192 acres in Tech Park, to create a Town Center. The Town Center Vision and Plan was adopted on October 25, 2021, and has been added to the Comprehensive Plan as a supplemental document.

### Overall

The 2018 Comprehensive Plan's focus is to preserve and protect Johns Creek's residential neighborhoods and quality of life by managing development. The reductions in residential density and the targeting of specific locations for commercial redevelopment

# Update

## Updated the Future Land Use Map for the City (Page 51)



Map 20: Future Land Use



# Update

## Updated the Mixed-Use High-Intensity land use category description (Page 52)

### Land Use Categories

Land use categories provide general guidance on the intensity, character, and location of land uses. To ensure land use categories are applied consistently across the City, this Comprehensive Plan establishes 16 land use categories listed in the table below.

**Table 3: Land Use Categories**

Color	Land Use	Residential Density per Acre	Maximum Height	Types of Uses Permitted
	Residential - 1 unit or less	1	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 2 units or less	2	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 3 units or less	3	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 4 units or less	4	3 stories/40 feet	Single-Family Dwelling Unit: Detached
	Residential - 5 units or more	>5	5 stories/60 feet	Single-Family Dwelling Unit: Detached
	Commercial - Multi-Family	12	4 stories/60 feet	Property containing housing units with more than 4 dwelling units/building (i.e. townhomes, apartments, condos, 4-plexes, live-work lofts, etc.)
	Commercial - Office	N/A	4 stories/60 feet	Privately-owned property used primarily for office, health care, hotels, light assembly, with supporting uses
	Commercial - Retail / Shopping Centers	N/A	3 stories/40 feet	Neighborhood and community-oriented retail and service activities including local business offices, grocery stores, restaurants
	Mixed-Use Low-Intensity	8	3 stories/40 feet	A planned development with a mix of residential, commercial retail and office uses that includes public park space. Residential uses include single family detached, duplex, triplex, townhouses, condos, stacked flats and live-work units. Garden style apartments are not permitted.
	Mixed-Use High-Intensity	N/A*	5 stories/75 feet	A planned development with a mix of residential, commercial retail and office uses that includes public park/open space and entertainment uses. Garden style apartments are not permitted.
	Schools, Religious, Municipal	N/A	4 stories/60 feet	Publicly- or privately-owned lands used for schools, libraries, places of worship, city hall, municipal court, fire stations, etc.
	Utilities	N/A	N/A	Publicly- or privately-owned lands used for utility purposes such as water treatment, reservoirs, radio towers
	Recreational - Public	N/A	3 stories/40 feet	Publicly-owned neighborhood and community parks, community centers and open space
	Recreational - Private	N/A	3 stories/40 feet	Privately-owned golf, tennis, swim and country club facilities
	Agricultural	1	3 stories/40 feet	Agricultural
	Undeveloped	N/A	N/A	Undeveloped land

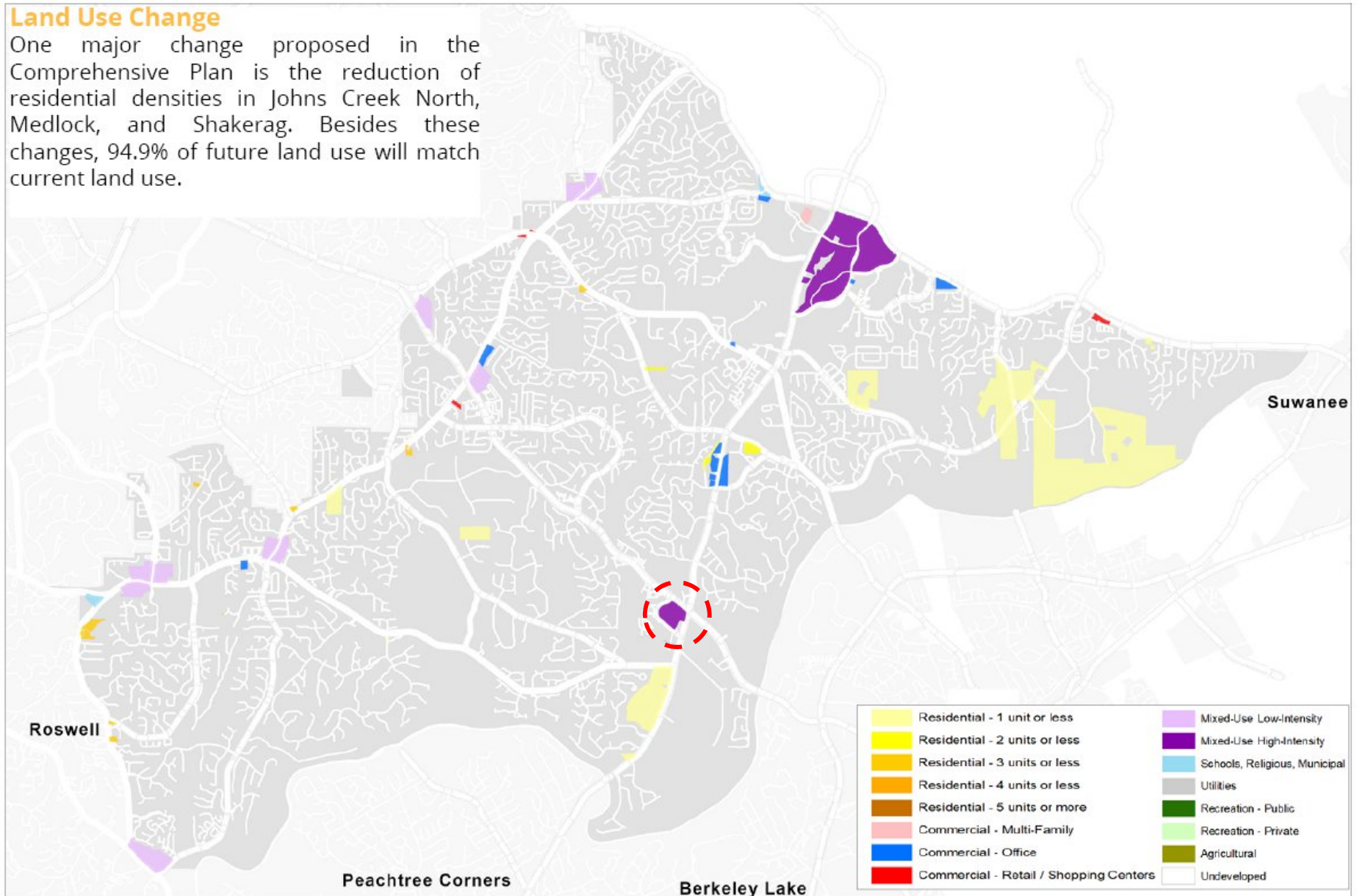
\*Refer to the Adopted Town Center Vision and Plan or Revitalization Plan whichever is applicable to the site.

# Update

## Updated Land Use Change Map (Page 53)

### Land Use Change

One major change proposed in the Comprehensive Plan is the reduction of residential densities in Johns Creek North, Medlock, and Shakerag. Besides these changes, 94.9% of future land use will match current land use.



Map 21: Land Use Change

# Update

## Updated Medlock Boundary Map and added Revitalization Plan area description (Page 81)

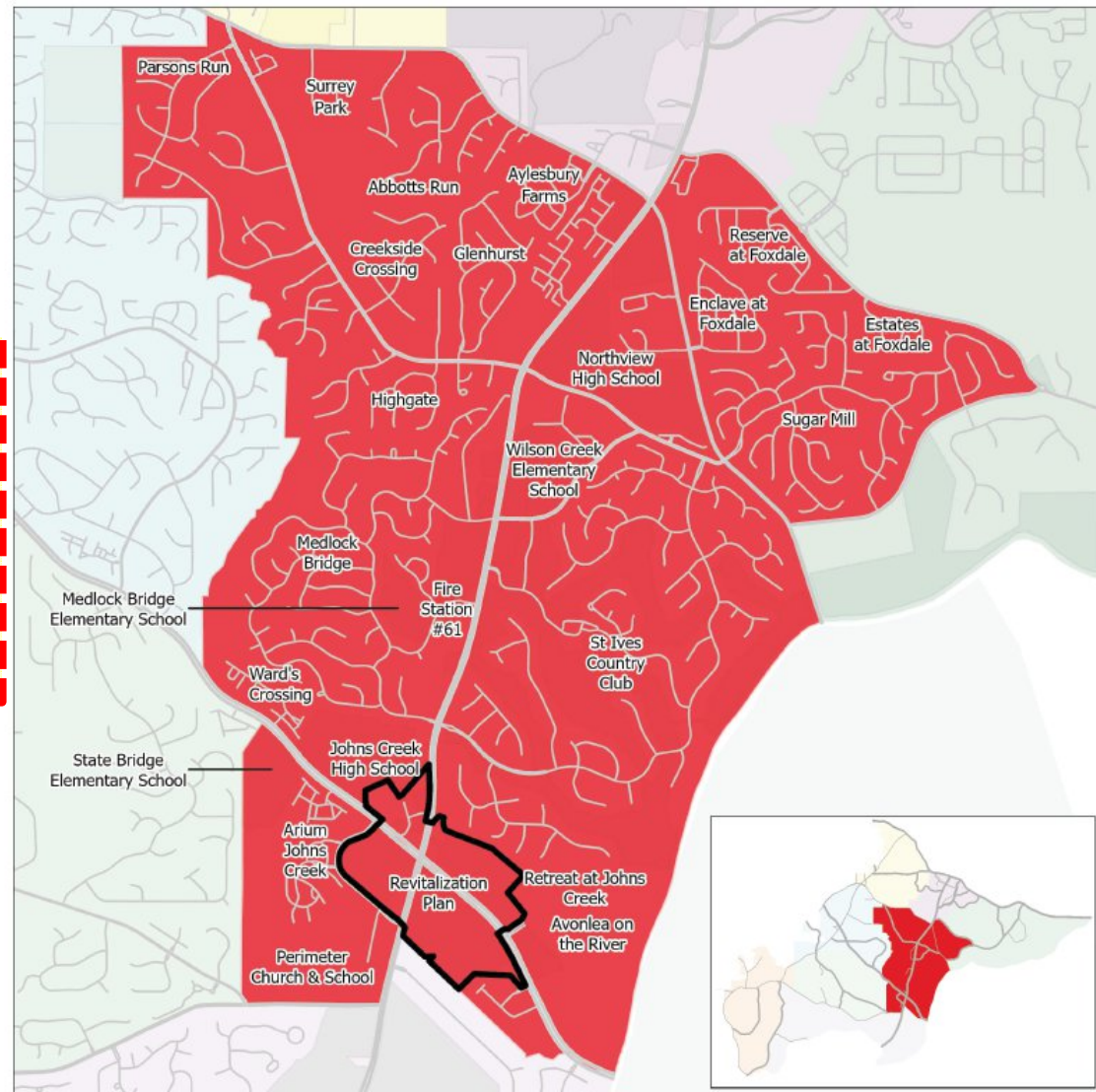
### BACKGROUND

#### Boundary

The area of Medlock is bounded to the east by the Chattahoochee River; to the north by Boles, Bell, and Abbotts Bridge Roads; to the west by Taylor Road Middle School and Chattahoochee High School; and to the south by Old Alabama Road and the River Estates Community Area.

#### Revitalization Plan

The Revitalization plan area is approximately 110 acres. It includes the four corners at the intersection of Medlock Bridge Road and State Bridge Road featuring Regal Cinema, Publix, Target, Home Depot, and Warsaw Elementary School, as well as other retail and smaller outparcels. Johns Creek High School is located to the northwest of the plan area and Perimeter Church to the south.



Map 36: Medlock Boundary



# Update

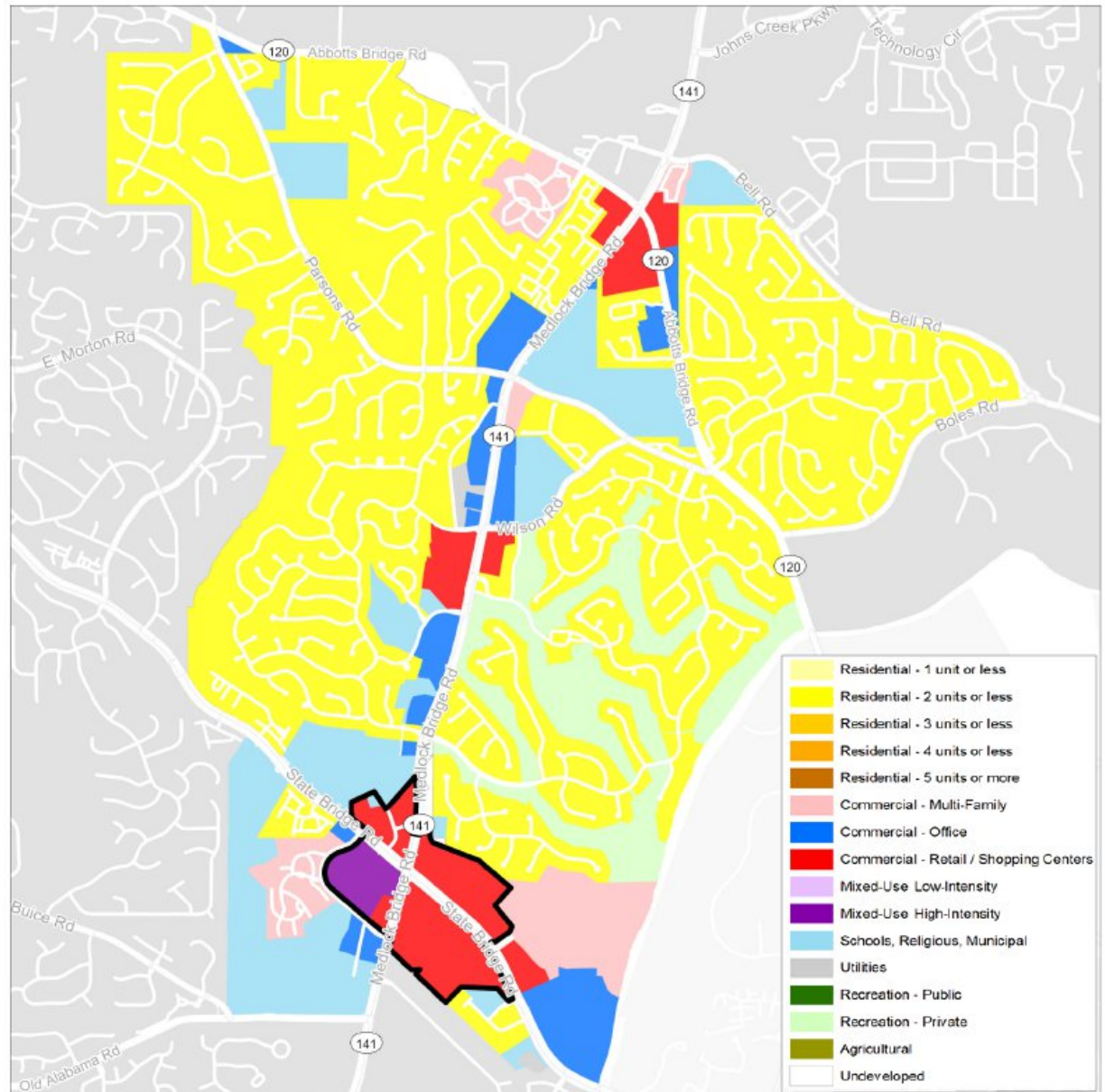
## Updated Medlock Future Land Use Map and Land Use Change table (Page 85)

### Future Land Use

Apart from residential density reduction, 98.9% of future land use in Medlock will match current land use. A detailed build-out analysis is available on Pages 88-89.

**Table 8: Land Use Change in Medlock (Acres)**

Land Use Type	Current	Future	Change
Residential - 1 unit or less	17.4	0	-17.4
Residential - 2 units or less	723.5	1,773.2	1,049.6
Residential - 3 units or less	355.9	0	-355.9
Residential - 4 units or less	529.7	0	-529.7
Residential - 5 units or more	136.3	0	-136.3
Commercial - Multi-Family	160.2	160.2	0
Commercial - Office	111.2	131.9	20.6
Commercial - Retail/Shopping Centers	200.3	163.6	-36.7
Mixed-Use High Intensity	0	21.1	21.1
Schools, Religious, Municipal	355.4	348.2	-7.2
Utilities	8.5	8.6	0.1
Recreation - Private	209.5	209.5	0
Undeveloped	28.7	20.5	-8.2



**Map 38: Future Land Use in Medlock**

# Update

## Updated the vision for Medlock Community Area (Page 86)

### VISION

The vision for the Medlock Community Area is to maintain its premier residential status by enhancing the quality of public infrastructure and by enhancing Medlock Bridge and State Bridge Roads with landscaped sidewalks and trails, while attracting private investment to transform the Regal Cinema shopping center (located at the southwestern corner/ quadrant at the intersection of Medlock Bridge and State Bridge Roads) into a walkable development with local restaurants, entertainment venues, **potentially a residential component**, and shops, surrounded by activated greenspaces, pocket parks, art, and trails that connect pedestrians via underpasses to the area's schools and subdivisions.

Medlock Community Area's Revitalization Plan of the four corners of Medlock Bridge Road and State Bridge Road, focuses on placemaking, redevelopment, and connectivity concepts to foster an attractive, inviting, and walkable mixed-use district that serves the surrounding community, while providing a vibrant gateway into the City of Johns Creek. The plan would guide the private sector in the amenities desired by the community, as well as the City's design standards.

Redevelopment of the shopping centers of Medlock Bridge and State Bridge Roads into a more walkable village retail/public space should be undertaken in conjunction with the transportation redesign of the Medlock Bridge and State Bridge Roads intersection, currently funded through Fulton County's Transportation Special Purpose Local Option Sales Tax (TSPLOST) program. The movement of vehicles and pedestrians and how the movements impact the existing commercial uses must be designed to create a more attractive place to shop and dine.

Outside of the high-intensity mixed-use area, new infill housing developments should be limited to single-family detached homes (at a maximum of two units/acre and up to three stories in height) and mixed-use development is limited to the Regal Medlock Crossing site due to the level of traffic congestion already present.

Preservation of the community's historic properties and/or buildings should be encouraged through the adoption of a Historic Preservation Ordinance that requires any land development to incorporate the reuse and preservation of the historic property.





# Update

## Updated Medlock Build-out Analysis description and map (Pages 88 and 89)

### BUILD-OUT ANALYSIS

#### Residential Build-out Analysis

The residential build-out analysis provides a projection of maximum allowable future development within the Community Area, based on the Future Land Use Map and market analysis. It can also explore the impact of development on tax base, traffic, school enrollment, natural and historic resources, and quality of life.

The build-out analysis shows that the Medlock Community Area has the capacity for 156 additional residential units from approved developments. A development consisting of a residential component along with a mix of uses shall only be considered for the Regal Medlock Crossing site. The build-out concepts for the Regal Medlock Crossing can be found in the Revitalization Plan.

#### Commercial Build-out Analysis

The Medlock Bridge shopping center at Wilson Road has suffered visibility issues due to its location – sunken below the grade of Medlock Bridge Road and further hampered by a 40-foot landscape strip along Medlock Bridge Road. The retail shops are located 300 feet from the roadway and are pressed up against the edge of the residential subdivision. It is desired that retail shops should be relocated closer to Medlock Bridge Road with parking behind the shops. A new neighborhood park would buffer the residential subdivision from the commercial uses and provide residents a convenient place to gather and play.

It is envisioned that the Regal Cinema and Publix/Hobby Lobby shopping centers would transform into a more walkable village-like setting. This location is already the most heavily traveled area within the City. Locating restaurants and entertainment venues in addition to the cinema will create a gathering place for the southern section of the City.

The Revitalization Plan considers infill development for Regal Medlock Crossing site and streetscape enhancements for Medlock Bridge Road, State Bridge Road, and Medlock Crossing Parkway. It is hoped that sidewalks and trails will be created to navigate under the vehicular roadways, to ensure safe passage between shopping, local schools, and homes. New streets and pocket parks/squares are envisioned within the existing shopping center parking lots to allow for public events and safer vehicular movement.

**Table 9: Residential Build-out Analysis in Medlock**

No.	Acreage	Allowed Residential Units/Acre	Allowed Residential Units	Existing Residential Unit(s)	Potential Residential Units Increase	Potential Population Increase
1	9.96	2	20*	2	18	56
2	10.15	2	20	3	17	53
3	2.93	2	5	0	5	16
4	7.86	2	15	0	15	47
5	2.02	2	4*	1	3	10
6	24.47	2	104*	6	98	301
<b>Total</b>	<b>57.39</b>				<b>156</b>	<b>483</b>

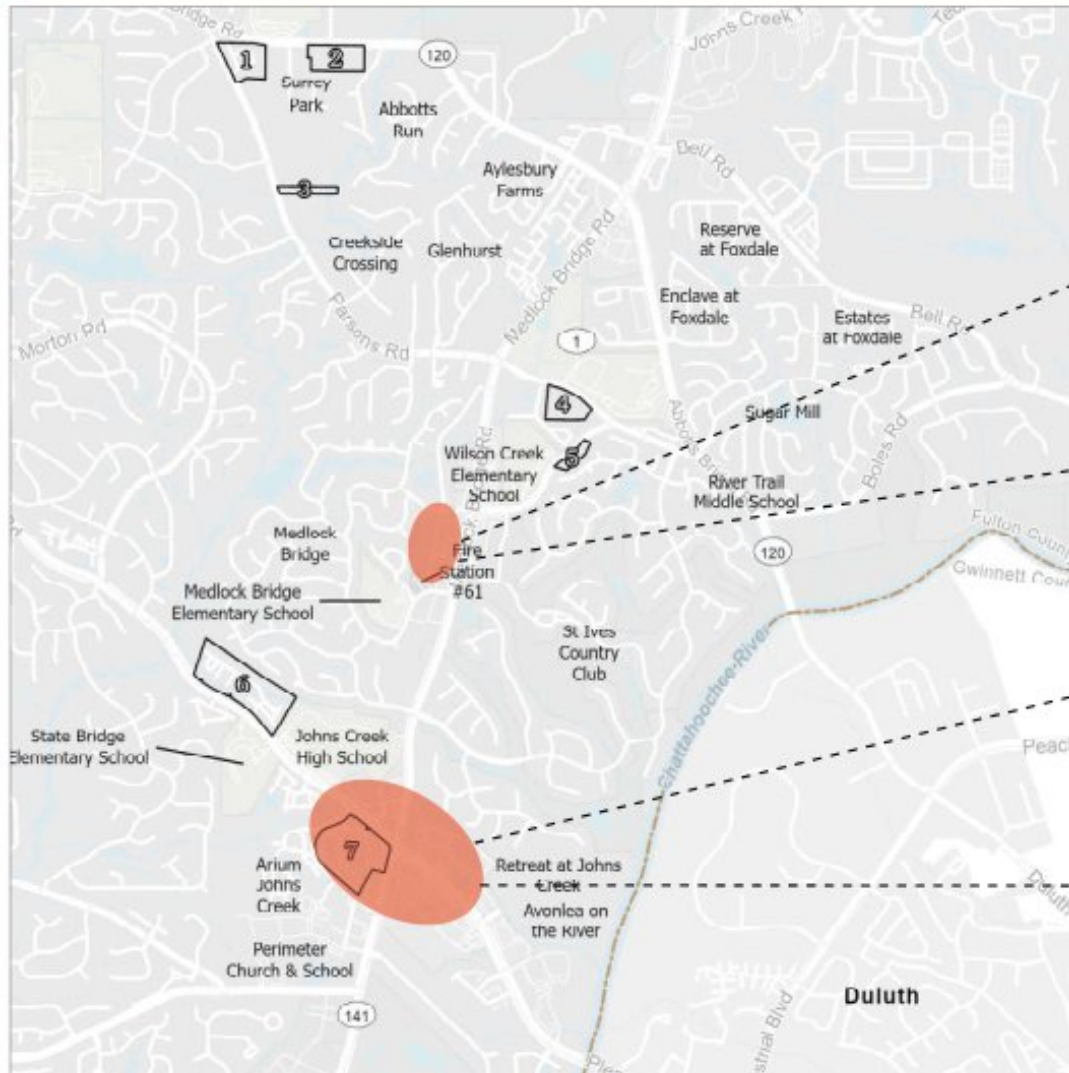
\*This number reflects the maximum allowable units in the approved zoning conditions.



# Update

Updated Medlock Build-out Analysis description and map (Pages 88 and 89)

## BUILD-OUT ANALYSIS



Map 39: Potential Residential Build-out in Medlock



# Update

## Updated Medlock Sidewalks and Trails Projects description (Page 92)

### SIDEWALKS AND TRAILS PROJECTS



Sidewalks and trails exist along Medlock Bridge and State Bridge Roads. Sections of sidewalks and trails have also been built along Abbotts Bridge, Parsons, Bell, Boles, and Wilson Roads. However, in general, the Medlock Community Area lacks fully-connected sidewalks and trails that allow residents to walk/bike to neighborhood schools, local shopping, and religious institutions.

Most sidewalks and trails in the City are located at the back of the roadway curb and provide limited safety to pedestrians. New streetscape standards should require landscaping to separate vehicles from pedestrians walking on trails. A rule of thumb is: five feet of separation for roadways with a 35 mile/hour speed limit; ten feet of separation for roadways with a 45 mile/hour speed limit; and 20 feet of separation for roadways with a 55 mile/hour speed limit. Heavily traveled sidewalks and trails should be lighted for pedestrians.



With the completion of the Abbotts Bridge Road widening from Jones Bridge Road to Parsons Road, the City will continue collaborating with the Georgia Department of Transportation (GDOT) to widen Abbotts Bridge Road from Parsons Road across the Chattahoochee River to Peachtree Industrial Boulevard. The portion that lies within the Medlock Community Area will be constructed in two phases. Phase 1 is between Parsons and Medlock Bridge Roads with a ten-foot-wide trail on both sides, with an expected completion date of 2025. Phase 2 is from Medlock Bridge Road across the Chattahoochee River to Peachtree Industrial Boulevard, with a ten-foot-wide trail on one side, and a 5-foot-wide sidewalk on the other, and this portion is expected to be completed by 2028.



The City will also fill in sidewalk/trail gaps at the following locations:

- Along Boles Road from Abbotts Bridge Road to Sugar Crest Avenue
- Along Medlock Bridge Road from Parsons Road to Abbotts Bridge Road, mainly in front of 10805 Medlock Bridge Road and 105 Gold Cove Lane
- Along Wilson Road from Medlock Bridge Road to Parsons Road

The City has adopted the Revitalization plan for all four corners of the intersection of Medlock Bridge Road and State Bridge Road on April 15, 2024, with the goal to offer residents and students safe connections to walk/bike from neighborhood subdivisions to existing shopping centers and schools.



# Update

## Updated Land Use Changes in Johns Creek and Residential Build-out by Community Area data charts (Page 339)

**Land Use Changes in Johns Creek**

Land Use Type	Current Land Use	Future Land Use	Land Use Change
Residential - 1 unit or less	3,265.0	5,772.4	2,507.4
Residential - 2 units or less	724.8	1,760.7	1,035.9
Residential - 3 units or less	5,184.0	4,789.4	-394.6
Residential - 4 units or less	2,054.3	0	-2,054.3
Residential - 5 units or more	196.8	0	-196.8
Commercial - Multi-Family	346.8	365.6	18.8
Commercial - Office	537.5	470.5	-67
Commercial - Retail / Shopping Centers	579.5	363.4	-216.1
Mixed-Use Low-Intensity	0	177.8	177.8
Mixed-Use High-Intensity	0	216.9	216.9
Schools, Religious, Municipal	914.2	885.5	-28.7
Utilities	333.7	333.7	0
Recreational - Public	916.9	916.9	0
Recreational - Private	1,512.1	1,512.1	0
Agricultural	264.9	51.0	-213.9
Undeveloped	885.4		-785.2

**Residential Build-out by Community Area**

Land Use Type	Potential Residential Units Increase
Autrey Mill	36
Johns Creek North	155
Medlock	**481
Newtown	616
Ocee	382
River Estates	97
Shakerag	1,204
Tech Park	*N/A

\*Refer to the Adopted Town Center Vision and Plan

\*\*Refer to the Adopted Revitalization Plan



# **Recommendation**

Planning Commission recommended **APPROVAL** of the amendment, as presented, at their October 1, 2024, public hearing.



**October 21, 2024**

City Council

Public Hearing

# AGENDA REPORT

To: Honorable Mayor and City Council

From: Ben Song, Community Development Director

Agenda: October 21, 2024 – Council Meeting

Item: Reinitiation of a Land Use Petition for 10505, 10555 and 10655 Embry Farm Road

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## Item Summary

The City's Zoning Ordinance requires the property owner or his/her representative who has been denied a land use petition to demonstrate to the City Council that the new proposal is significantly different from the previous denial. The contracted buyer has submitted a request to reinitiate a land use petition at 10505, 10555 and 10655 Embry Farm Road for a single-family detached residential subdivision with 205 lots at 1.00 dwelling units per acre. Staff recommends approving the reinitiation as presented.

## Background

Section 28.2. of the City's Zoning Ordinance requires a 12-month waiting period for property owners to reinitiate a land use petition on a property with a previous denial. In addition to the waiting period, the owner must demonstrate that the proposed land use petition is significantly different from the previous denial to the satisfaction of the Mayor and City Council. A significant difference, as stated in the Zoning Ordinance, could include, but is not limited to, "a change in zoning district, use, density, height, buffers or other methods of screening, or other items which were discussed at a public hearing." To reinitiate a new land use petition, the Mayor and City Council must affirm the proposed request is of a significant difference from the previously denied land use petition.

At the January 17, 2019, Council Meeting, the Council denied rezoning petition, RZ-18-002, to develop a 280-unit residential subdivision with 143 single-family detached units and 137 attached units, at a density of 1.36 units per acre on the subject property.

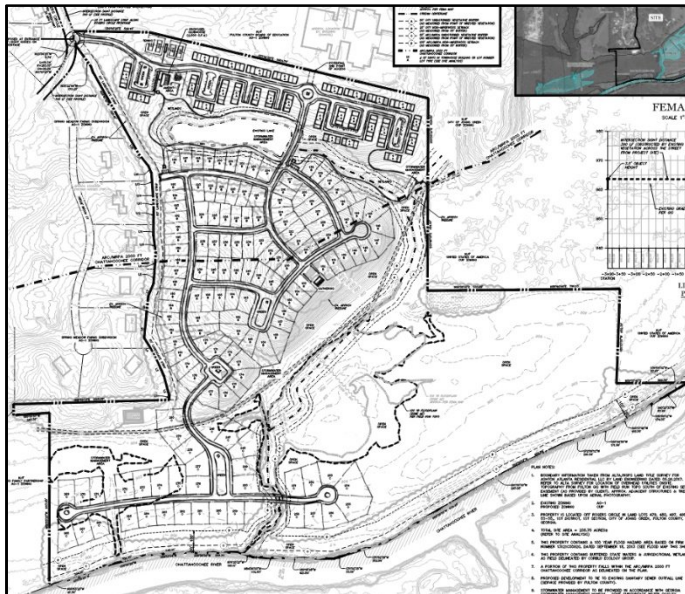
## Update

Toll Brothers Inc. recently entered into a contract to purchase 204.1-acre assemblage of the Embry Farms property and has proposed to develop a residential subdivision with 205 single-family detached units. Staff analyzed the new proposal and has provided a side-by-side comparison in contrast with the 2018 proposed site plan. Staff is of the opinion that the total number of units, type of dwelling units, overall density, and access to open space and pedestrian trail network of the proposed residential development differs significantly from the previously denied land use petition.

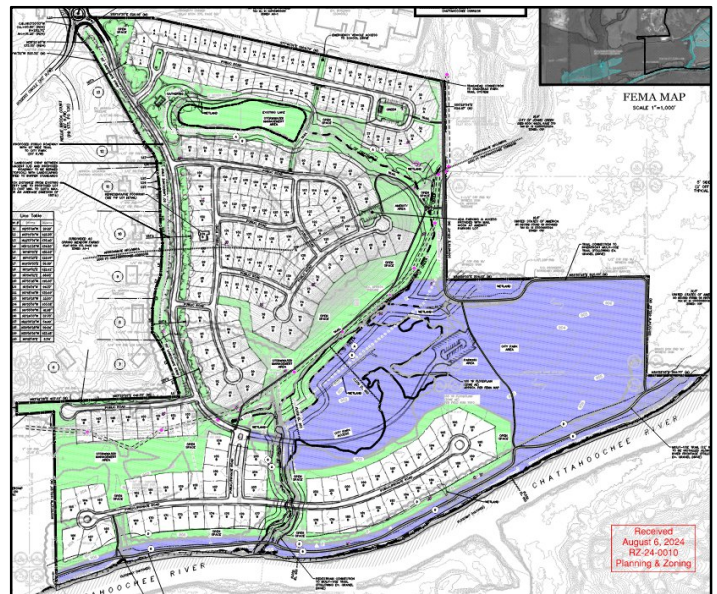


Significant Difference Area	RZ-18-002 Denied in 2019	New Proposal
Total Dwelling Units	280	205
Single-Family Detached Units	143	205
Townhome Units	137	0
Residential Density (units per acre)	1.36	1.00
Public Access and Amenities	No Public Access	12-foot multi-use trail along Chattahoochee River and 59-acre open space area
Distance between proposed units and adjacent Spring Meadow Farms	65 feet	175 feet – 220 feet

Site Plan Denied in 2019



Proposed New Site Plan in 2024



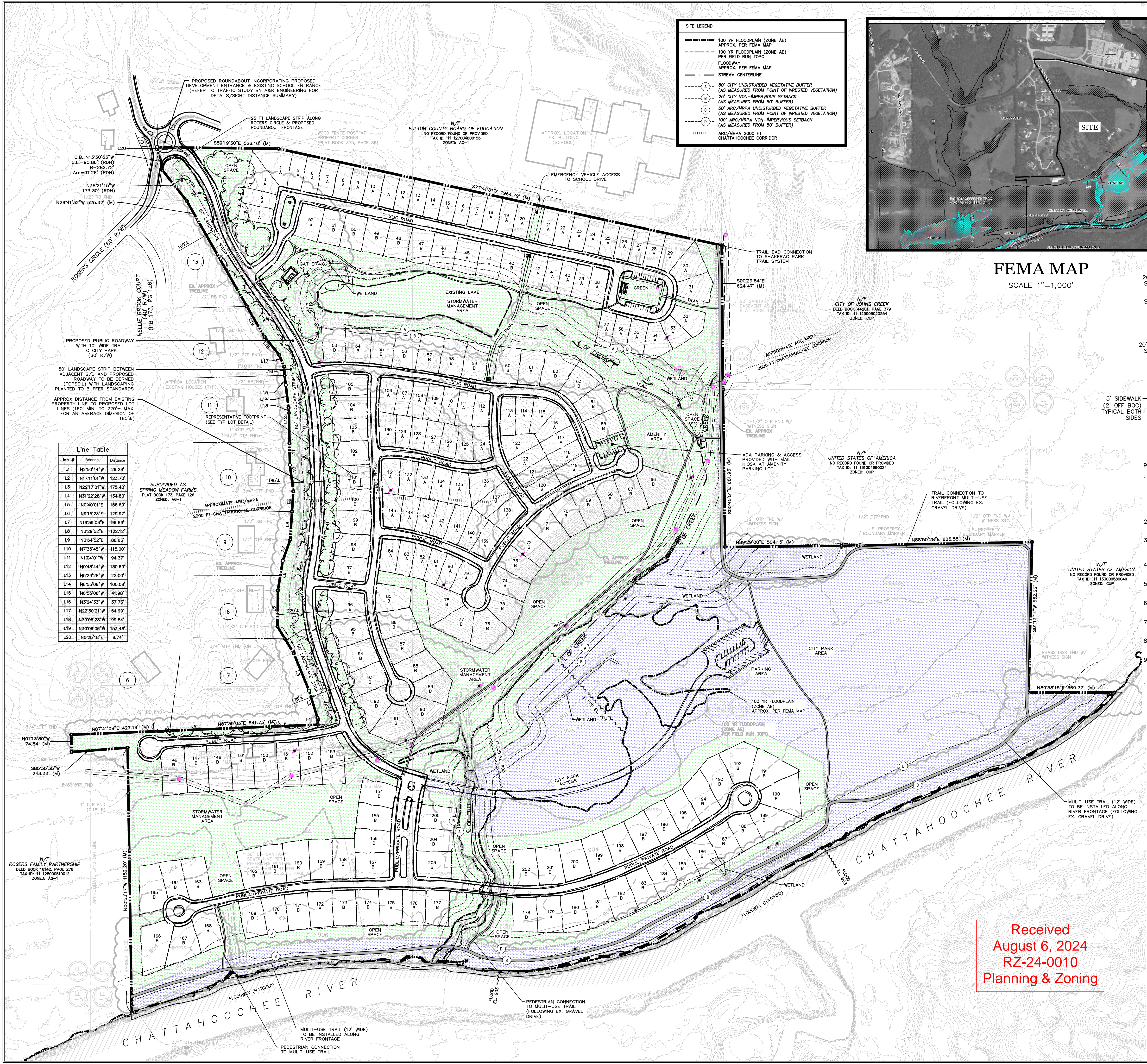
## Recommendation

Staff recommends Council approve the request to reinstate a land use petition for 10505, 10555 and 10655 Embury Farm Road, based on the findings of significant differences as presented.

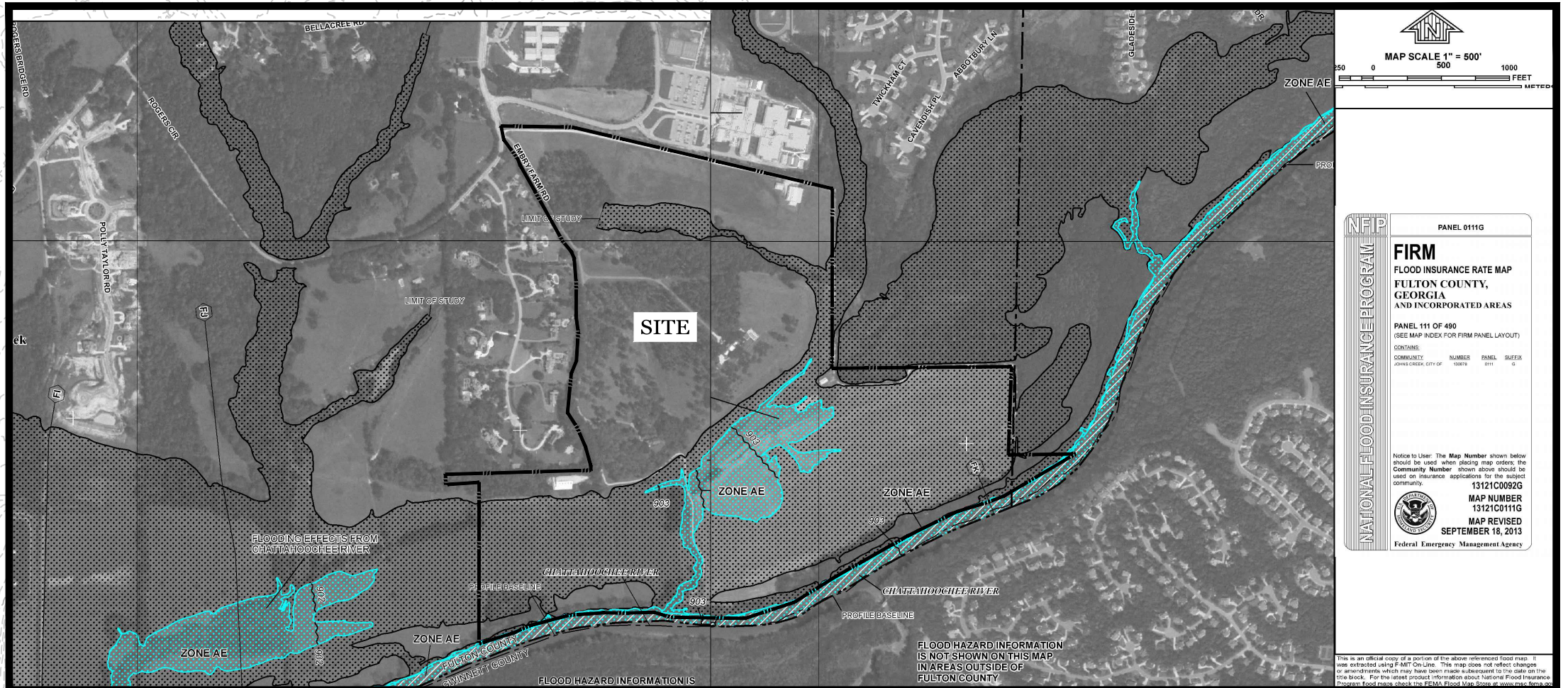
## Attachments

1. Proposed Site Plan by Toll Brothers Inc.
2. Original Site Plan for RZ-18-002

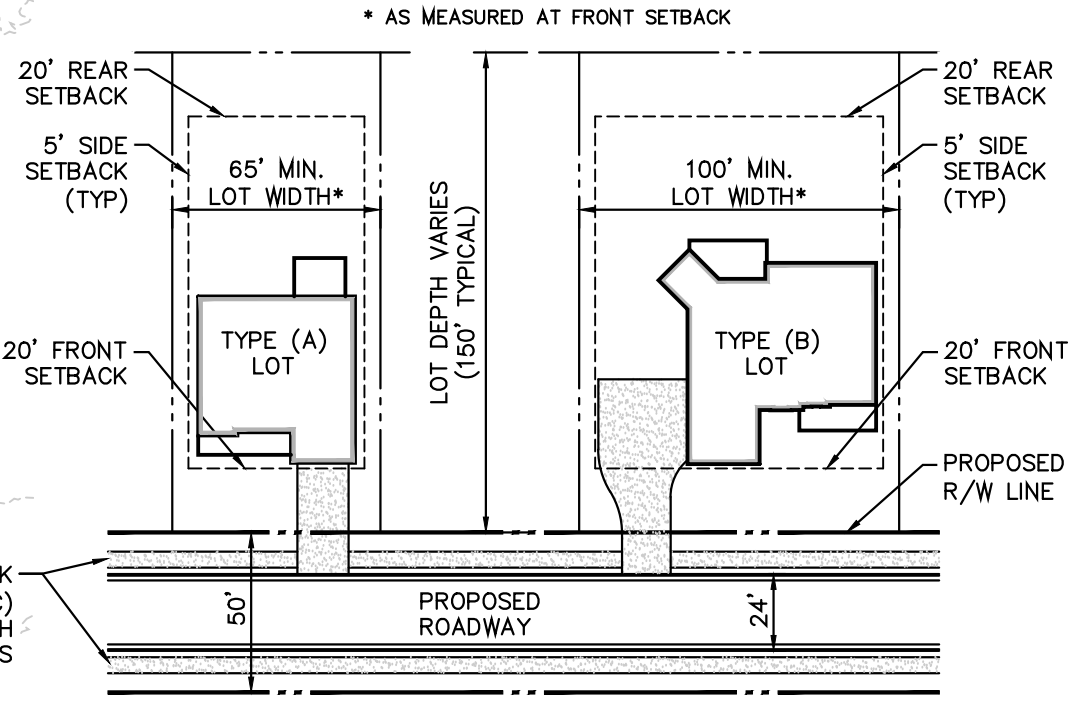




SITE LEGEND	
[Symbol]	100 YR FLOODPLAIN (ZONE AE) APPROX. PER FEMA MAP
[Symbol]	100 YR FLOODPLAIN (ZONE AE) PER FIELD RUN TOPO
[Symbol]	FLOODWAY APPROX. PER FEMA MAP
[Symbol]	STREAM CENTERLINE
[Symbol]	50' CITY UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
[Symbol]	25' CITY NON-IMPERVIOUS SETBACK (AS MEASURED FROM 50' BUFFER)
[Symbol]	50' ARC/MRPA UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
[Symbol]	100' ARC/MRPA NON-IMPERVIOUS SETBACK (AS MEASURED FROM 50' BUFFER)
[Symbol]	ARC/MRPA 2000 FT CHATTAHOOCHEE CORRIDOR



FEMA MAP  
SCALE 1"=1,000'

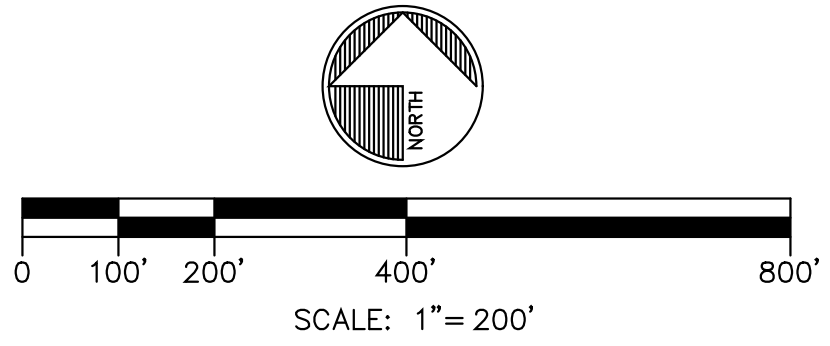


1 TYPICAL LOT DETAILS  
SCALE: 1" = 60'

- PLAN NOTES:
- BOUNDARY INFORMATION TAKEN FROM ALTA/NSPS LAND TITLE SURVEY FOR TOLL SOUTHEAST LP COMPANY, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY BY TRAVIS FRUITT & ASSOCIATES DATED 07/08/2024. REFER TO ALTA SURVEY FOR LOCATION OF OVERHEAD UTILITIES ON SITE. TOPOGRAPHY FROM FULTON GIS WITH FIELD RUN TOPO SOUTH OF EXISTING SEWER EASEMENT. APPROX. ADJACENT STRUCTURES & TREE LINE SHOWN BASED UPON AERIAL PHOTOGRAPHY.
  - EXISTING ZONING AG-1 CUP
  - PROPERTY IS LOCATED OFF ROGERS CIRCLE IN LAND LOTS 478-480, 497-499, F-52 THRU F-56, 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA.
  - TOTAL SITE AREA = 204.10 ACRES (REFER TO SITE ANALYSIS)
  - THIS PROPERTY CONTAINS A 100 YEAR FLOOD HAZARD AREA BASED ON FIRM MAP NUMBER 13121C0092G, DATED SEPTEMBER 18, 2013 (SEE FLOOD MAP THIS SHEET).
  - THIS PROPERTY CONTAINS BUFFERED STATE WATERS & JURISDICTIONAL WETLANDS AS FIELD DELINEATED BY CORBLU ECOLOGY GROUP.
  - A PORTION OF THIS PROPERTY FALLS WITHIN THE ARC/MRPA 2000 FT CHATTAHOOCHEE CORRIDOR AS DELINEATED ON THE PLAN.
  - PROPOSED DEVELOPMENT TO TIE TO EXISTING SANITARY SEWER OUTFALL LINE (SERVICE PROVIDED BY FULTON COUNTY).
  - STORMWATER MANAGEMENT TO BE PROVIDED IN ACCORDANCE WITH GEORGIA STORMWATER MANAGEMENT MANUAL. SOME SUBSURFACE WATER QUALITY MEASURES MAY BE UTILIZED (SUBJECT TO FINAL DESIGN).
  - PARKING SUMMARY:  
REQUIRED SPACES (2 SPACES/DWELLING UNIT) 410 SPACES REQUIRED  
PROPOSED SPACES\* 410 SPACES PROVIDED  
\*ALL PROPOSED HOMES TO HAVE A 2 CAR GARAGE.  
NOTE: AMENITY AREA PARKING SUBJECT TO FINAL LAYOUT.

SITE ANALYSIS	
TOTAL SITE AREA	204.10 ACRES±
LOTS PROPOSED	(A) 65' WIDE FRONT ENTRY DETACHED 88 LOTS (B) 100' WIDE SIDE ENTRY DETACHED 117 LOTS
TOTAL	205 LOTS
DENSITY PROPOSED	1.00 UNITS/AC
CUP ZONING CRITERIA	
MINIMUM LOT WIDTH (DETACHED)	65 FEET
MINIMUM LOT AREA (DETACHED)	8,000 S.F.
MIN. HEATED S.F.	1,100 S.F.
MAXIMUM BUILDING HEIGHT	40 FEET
MINIMUM LOT FRONTAGE	35 FEET
BUILDING SETBACKS	FRONT 20 FEET SIDE 5 FEET CORNER SIDE 10 FEET REAR 20 FEET
LANDSCAPE STRIPS	ROGERS BRIDGE CIRCLE 25 FEET WEST PL AGAINST S/D AS SHOWN 50 FEET
OPEN SPACE SUMMARY	SUBDIVISION OPEN SPACE 55.6 AC± (27.2%) CITY PARK AREA OPEN SPACE 59.0 AC± (28.9%) TOTAL OPEN SPACE 114.6 AC± (56.1%)
PROPOSED CITY PARK AREA*	63 ACRES±

\* FINAL CITY PARK AREA TBD (AREA INCLUDES THE CITY PARK OPEN SPACE NOTED ABOVE & DELINEATED ON THE PLAN + ACCESS ROAD RIGHT-OF-WAY)



Received  
August 6, 2024  
RZ-24-0010  
Planning & Zoning

CP&E

CHRISTOPHER PLANNING  
& ENGINEERING

GSWCC LEVEL II CERTIFIED  
DESIGN PROFESSIONAL #05744  
(EXP. 03.21.2027)

12460 CRABAPPLE ROAD, SUITE 202-612  
ALPHARETTA, GA 30004  
PHONE 770.331.7303

ZONING SITE PLAN

FOR:

EMBRY  
TRACT

AT ROGERS CIRCLE

LAND LOTS 478-480, 497-499,  
& F-42 THRU F-56,  
1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK  
FULTON COUNTY, GEORGIA

FOR:

2400 LAKEVIEW PARKWAY  
SUITE 650  
ALPHARETTA, GA 30009

CONTACT:  
MR. J.R. CROWE  
678.699.1403

REVISIONS

1	12.07.2023	CLIENT COMMENTS
2	07.15.2024	CLIENT/CITY COMMENTS
3	07.26.2024	CLIENT/CITY COMMENTS
4	08.05.2024	CLIENT/CITY COMMENTS

DATE: DECEMBER 4, 2023

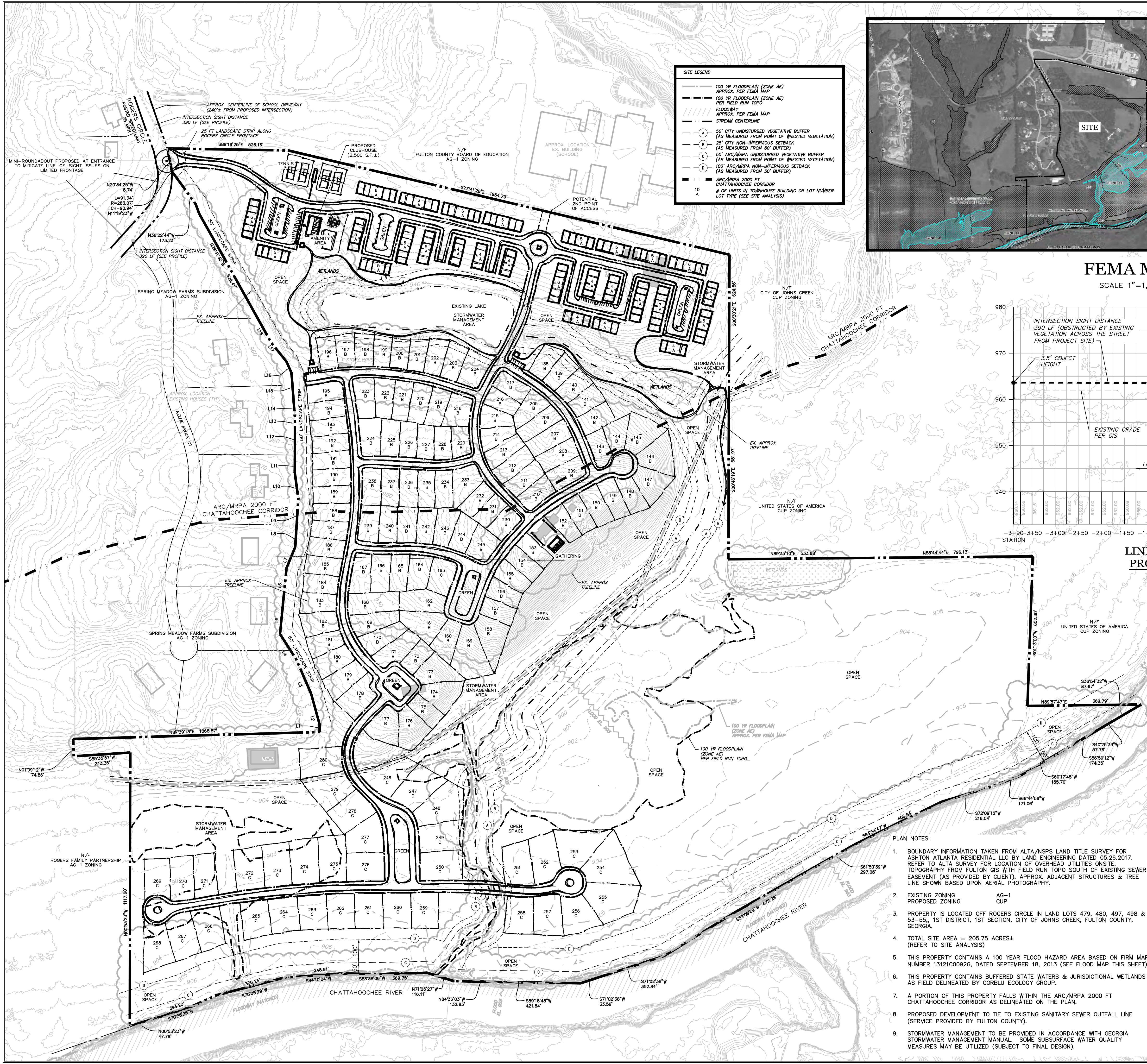
CP&E DRAWING NO: 2023164cp1.dwg

ZONING  
SITE PLAN

SHEET NO.

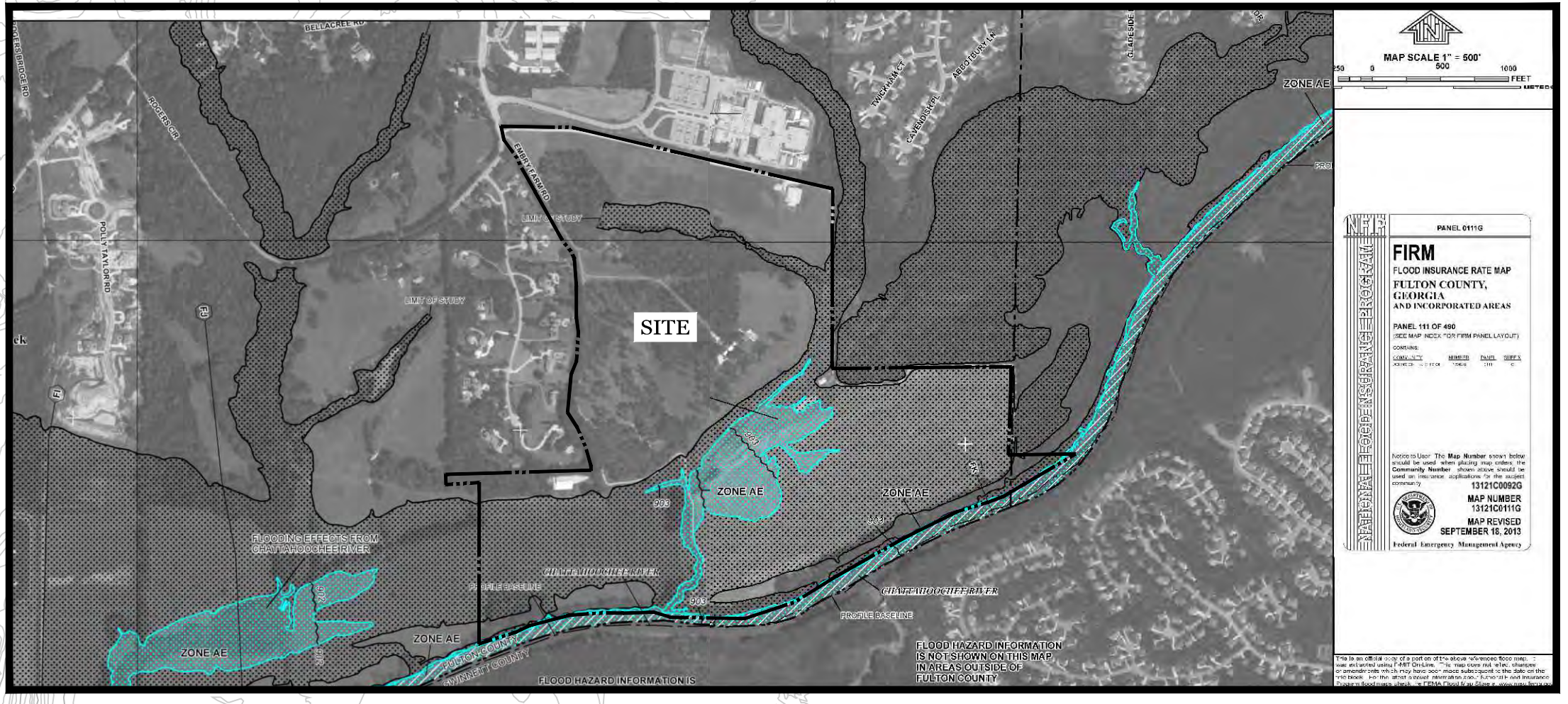
Z.1



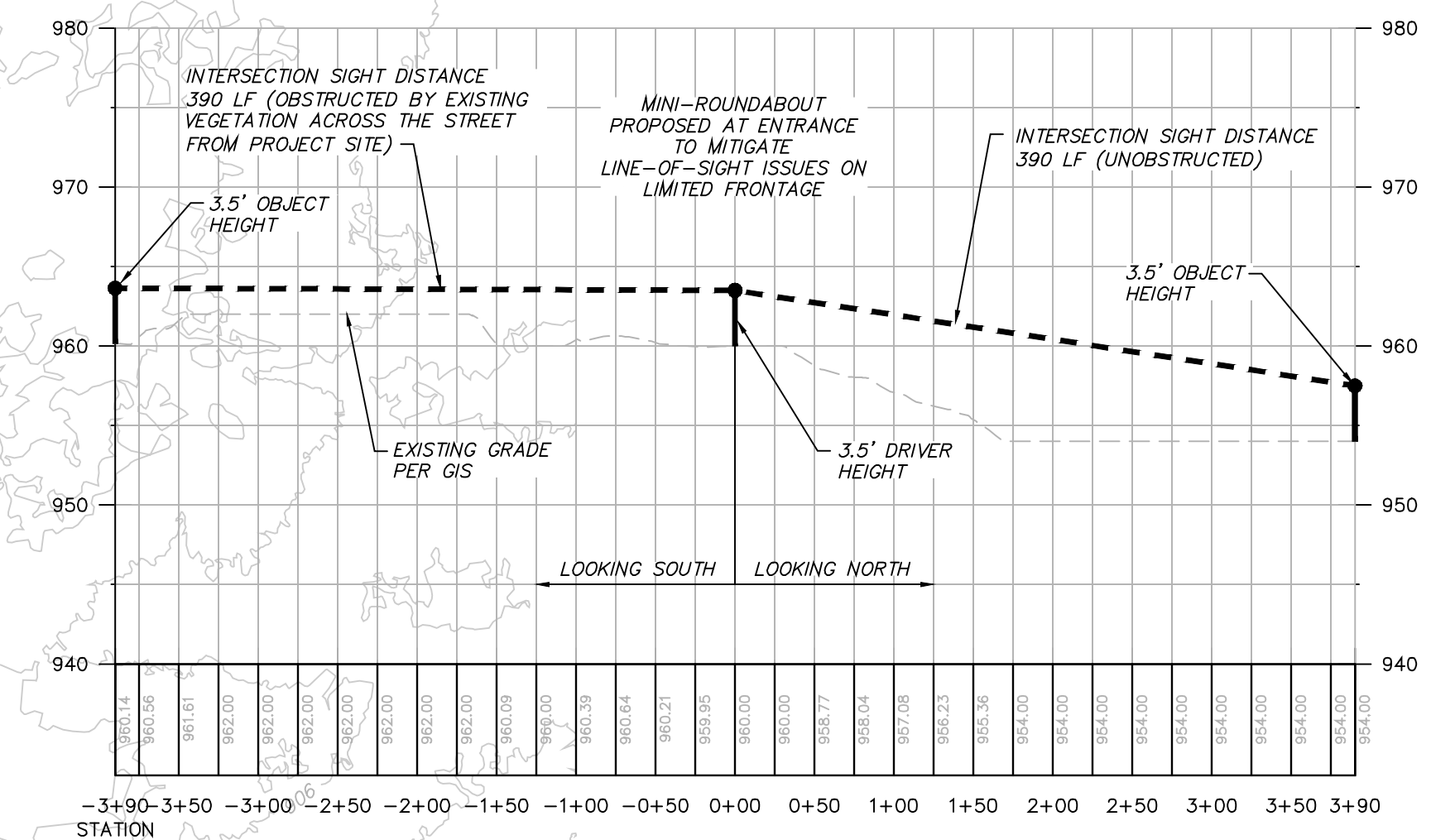


**SITE LEGEND**

- 100 YR FLOODPLAIN (ZONE AE) APPROX. PER FEMA MAP
- 100 YR FLOODPLAIN (ZONE AE) PER FIELD RUN TOPO
- FLOODWAY APPROX. PER FEMA MAP
- STREAM CENTERLINE
- 50' CITY UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- 25' CITY NON-IMPERVIOUS SETBACK (AS MEASURED FROM 50' BUFFER)
- 90' ARC/MRPA UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- 100' ARC/MRPA NON-IMPERVIOUS SETBACK (AS MEASURED FROM 50' BUFFER)
- ARC/MRPA 2000 FT CHATTAHOOCHEE CORRIDOR
- # OF UNITS IN TOWNHOUSE BUILDING OR LOT NUMBER LOT TYPE (SEE SITE ANALYSIS)



**FEMA MAP**  
SCALE 1"=1,000'



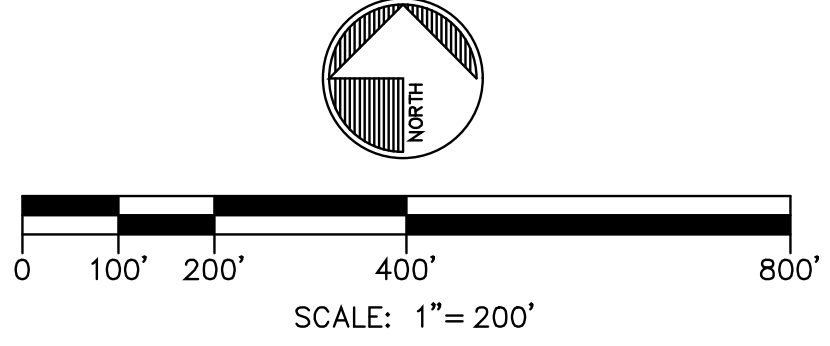
**LINE OF SIGHT PROFILE PROPOSED ENTRANCE**  
HORIZONTAL SCALE 1"=100'  
VERTICAL SCALE 1"=10'

**RECEIVED**  
NOV 29 2018  
City of Johns Creek  
Community Development  
**RZ-18-002**

SITE ANALYSIS	
TOTAL SITE AREA	205.75 ACRES±
LOTS PROPOSED (A) 28' WIDE FRONT ENTRY ATTACHED	137 LOTS
(B) 75' WIDE FRONT ENTRY DETACHED	108 LOTS
(C) 120' WIDE SIDE ENTRY DETACHED	35 LOTS
TOTAL	280 LOTS
DENSITY PROPOSED	1.36 UNITS/AC
CUP ZONING CRITERIA	
MINIMUM LOT WIDTH (DETACHED)	40 FEET
MINIMUM LOT AREA (DETACHED)	5,000 S.F.
MIN. HEATED S.F.	1,100 S.F.
MAXIMUM BUILDING HEIGHT	40 FEET
MINIMUM LOT FRONTAGE	35 FEET
BUILDING SETBACKS	
FRONT	20 FEET
SIDE	5 FEET
CORNER SIDE	10 FEET
REAR	20 FEET
LANDSCAPE STRIPS	
ROGERS BRIDGE CIRCLE	25 FEET
WEST PL AGAINST S/D AS SHOWN	50 FEET
UNBUILDABLE LAND*	20.25 ACRES± (10% OF TOTAL SITE)
BUILDABLE LAND	185.50 ACRES± (90% OF TOTAL SITE)

\* UNBUILDABLE LAND INCLUDES STREAM BUFFERS, ZONING BUFFERS, STEEP SLOPES, BODIES OF WATER & LANDSCAPE STRIPS (AS DEFINED BY CITY OF JOHNS CREEK)

- PLAN NOTES:**
- BOUNDARY INFORMATION TAKEN FROM ALTA/NSPS LAND TITLE SURVEY FOR ASHTON ATLANTA RESIDENTIAL LLC BY LAND ENGINEERING DATED 05.26.2017. REFER TO ALTA SURVEY FOR LOCATION OF OVERHEAD UTILITIES ON-SITE TOPOGRAPHY FROM FULTON GIS WITH FIELD RUN TOPO SOUTH OF EXISTING SEWER EASEMENT (AS PROVIDED BY CLIENT). APPROX. ADJACENT STRUCTURES & TREE LINE SHOWN BASED UPON AERIAL PHOTOGRAPHY.
  - EXISTING ZONING PROPOSED ZONING AG-1 CUP
  - PROPERTY IS LOCATED OFF ROGERS CIRCLE IN LAND LOTS 479, 480, 497, 498 & 53-55, 1ST DISTRICT, 1ST SECTION, CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA.
  - TOTAL SITE AREA = 205.75 ACRES± (REFER TO SITE ANALYSIS)
  - THIS PROPERTY CONTAINS A 100 YEAR FLOOD HAZARD AREA BASED ON FIRM MAP NUMBER 13121C0092G, DATED SEPTEMBER 18, 2013 (SEE FLOOD MAP THIS SHEET).
  - THIS PROPERTY CONTAINS BUFFERED STATE WATERS & JURISDICTIONAL WETLANDS AS FIELD DELINEATED BY CORBLU ECOLOGY GROUP.
  - A PORTION OF THIS PROPERTY FALLS WITHIN THE ARC/MRPA 2000 FT CHATTAHOOCHEE CORRIDOR AS DELINEATED ON THE PLAN.
  - PROPOSED DEVELOPMENT TO TIE TO EXISTING SANITARY SEWER OUTFALL LINE (SERVICE PROVIDED BY FULTON COUNTY).
  - STORMWATER MANAGEMENT TO BE PROVIDED IN ACCORDANCE WITH GEORGIA STORMWATER MANAGEMENT MANUAL. SOME SUBSURFACE WATER QUALITY MEASURES MAY BE UTILIZED (SUBJECT TO FINAL DESIGN).



**CP & E**  
**CHRISTOPHER PLANNING & ENGINEERING**

REGISTERED PROFESSIONAL  
No. 028989  
11/28/2018

GSWCC LEVEL II CERTIFIED  
DESIGN PROFESSIONAL #05744  
(EXP. 02.17.2021)

12460 CRABAPPLE ROAD, SUITE 202-612  
ALPHARETTA, GA 30004  
PHONE 770.331.7303

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ZONING SITE PLAN  
FOR:  
**EMBRY TRACT**  
AT ROGERS CIRCLE  
LAND LOTS 479, 480, 497, 498, 53, 54 & 55  
1ST DISTRICT, 1ST SECTION  
CITY OF JOHNS CREEK  
FULTON COUNTY, GEORGIA

FOR:  
**ASHTON WOODS**  
ASHTON ATLANTA RESIDENTIAL LLC  
3820 MANSELL ROAD  
SUITE 300  
ALPHARETTA, GEORGIA 30022  
PHONE 770.642.6123

REVISIONS	
1	06.07.2018 CITY COMMENTS
2	07.03.2018 CITY/CLIENT COMMENTS
3	08.25.2018 CLIENT COMMENTS
4	08.29.2018 CLIENT COMMENTS
5	10.15.2018 CLIENT COMMENTS
6	11.28.2018 CLIENT COMMENTS

DATE: APRIL 10, 2018	CP&E DRAWING NO: 2013163z1.dwg
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**ZONING SITE PLAN**  
SHEET NO. **Z.1**