



CITY COUNCIL MEETING & PUBLIC HEARING AUGUST 18, 2025

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Service Presentation: Council Member Brian Will**
 - B. **Proclamation: Marie Lewis Garrett**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 7/28/2025)**
Consideration of approval of the City Council meeting minutes from the meeting of July 28, 2025.
 - B. **City Council Meeting Minutes (Special Called Meeting of 7/23/2025)**
Consideration of approval of the Special Called City Council meeting minutes from the meeting of July 23, 2025 at 11:30 a.m.
 - C. **Ratification of Purdue Opioid Settlement**
Consideration of council ratification of the settlement opt-in for National Opioid Settlements with Purdue (its affiliates) and the Sackler family and with authorization for the Mayor to execute all necessary documents.
 - D. **Quitclaim Deed and Release: Haynes Park Neighborhood Association, Inc.**
Consideration of approval of and Quitclaim Deed and Release between the Haynes Park Neighborhood Association and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.
 - E. **Public Access Easement Agreement: Chiswick Subdivision**
Consideration of approval of a Public Access Easement Agreement between EA Homes, LP and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.
 - F. **Premises Usage Agreement: Alpharetta First Methodist Church for Wire & Wood Festival**
Consideration of approval of the premises usage agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., located at 59 North Main Street, permitting the use of the parking lot for Wire & Wood 2025 and with authorization for the Mayor to execute all necessary documents.
6. **NEW BUSINESS**
 - A. **Staff Appointments: Assistant City Administrator**
Consideration of approval of the appointment of John Robison as Assistant City Administrator.
 - B. **Staff Appointments: Fire Chief**
Consideration of approval of the appointment of Brad Denkinger as Fire Chief.
 - C. **Staff Appointments: Police Chief**
Consideration of approval of the appointment of Trent Lindgren as Police Chief.
 - D. **PH-25-07 Unified Development Code Text Amendments – Parking**
SECOND READING
The first reading and public hearing for this item occurred during the July 28, 2025 City

Council Meeting.

Consideration of text amendments to Appendix A: Alpharetta Downtown Code Section 2.4 Parking and Loading and Section 2.5 Parking and Loading of the Unified Development Code to amend certain parking ratios for properties over a certain distance from a public parking facility in the Downtown and to amend parking ratios for an elementary and middle school.

E. PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations

SECOND READING

The first reading and public hearing of this item occurred during the July 28, 2025 City Council Meeting.

Consideration of text amendments to Section 2.1 Zoning Districts and Section 2.2 Permitted Use Districts and Regulations of Article II of the Unified Development Code to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.

F. Purchase Approval: Public Works Fleet Replacement Bucket Truck

Consideration to approve the purchase of a 2024 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$162,510, and authorize the Mayor to execute all necessary documents.

G. Philanthropy Partnership Agreement: Old Rucker Farm and The South Forsyth National Charity League

Consideration of approval of a Philanthropy Partnership Agreement Between the City of Alpharetta (on behalf of Recreation, Parks and Cultural Services) and National Charity League, Inc., South Forsyth Chapter and with authorization for the Mayor to execute all necessary documents.

H. Intergovernmental Agreement: November 4, 2025 General Election and December 2, 2025 Runoff Election

Consideration of approval of an Intergovernmental Agreement for the Provision of Election Services between Fulton County, Georgia and City of Alpharetta, Georgia and with authorization for the Mayor to execute all necessary documents.

I. Resolution: Appointment of Conflict Counsel

Consideration of adoption of a resolution to appoint the law firm of Carothers & Mitchell as conflict counsel to initiate condemnation actions against City of Alpharetta employees, agents, or officers where Jarrard & Davis, LLP representation of the City of Alpharetta is conflicted and see these actions through to completion.

J. Resolution: Appointment of Conflict Counsel - Tallant Howell Law Firm

Consideration of adoption of a Resolution to appoint Tallant Howell Law Firm as conflict counsel in alcoholic beverage license hearings and appeals, where Jarrard & Davis, LLP's representation of the City of Alpharetta is conflicted and with authorization for the Mayor to execute an Engagement Letter.

7. WORK SESSION ITEMS

A. City of Alpharetta Arts & Culture Master Plan

City Council review and discussion of the proposed Arts & Culture Master Plan. This item is for work session discussion purposes only.

B. Adult Activity Center Membership Fee

City Council review and discussion of a membership fee for the Adult Activity Center. This item is for work session discussion purposes only.

C. Stormwater Projects Update

Staff presentation and City Council discussion of city-wide stormwater projects. This item is for work session discussion purposes only.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)
11. ADJOURNMENT



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
"HONORING THE CAREER AND MEMORY OF MARIE LEWIS GARRETT"**

- WHEREAS:** The City of Alpharetta mourns the passing of Marie Lewis Garrett, a respected resident, exemplary leader, and dedicated employee who served the City with incredible distinction. Mrs. Garrett passed away on August 10, 2024; and
- WHEREAS:** Marie Garrett was born on October 20th, 1953, on Governors Island, New York, to Russell and Maria Lewis; and
- WHEREAS:** Marie was united in love and marriage to her husband of 46 years, Steve, and was blessed with three remarkable sons, Stephen, Zachary, and Matthew, and three cherished grandchildren, Rachael, Grady, and Julia, who knew her affectionately as "Oma."
- WHEREAS:** Marie dedicated her life to public service. She earned her undergraduate degree from the University of Georgia and went on to receive a Master of Science from Georgia State University's College of Public and Urban Affairs in 1985. Throughout her career, she played a pivotal role in planning, managing, and consulting on the development of several cities in the Metro Atlanta region; and
- WHEREAS:** In Alpharetta, Marie served as the Director of Planning & Community Development from February 1982 to May 1989, Assistant City Administrator from May 1989 to May 1992, and City Administrator for Development from May 1991 to March 1993. In her professional life she was an accomplished lobbyist, grant writer, liaison, and manager; and
- WHEREAS:** Marie was a visionary and dedicated to building a "World Class City." She started her career with the City in 1982, when the population was just 3,128. Through her leadership, Marie helped chart Alpharetta's path to become the major employment hub in the metro-Atlanta region. She helped champion key private sector master plans that shaped Alpharetta's growth, ensuring the best outcomes and a lasting positive impact for our community. Her efforts include:
- Mobile Land Development/Windward in 1989
 - Kingswood – Mansell Road in 1989
 - Brookside Master Plan in 1989
 - Preston Ridge Master Plan in 1989
 - Mansell Ridge/Mansell Park in 1989
 - North Point Mall/Homart in 1990
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta, do hereby recognize Marie Lewis Garrett for her passion for public service and her contributions to our City.
- SO PROCLAIMED:** This 18th day of August 2025 by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 18, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 7/28/2025)

Consideration of approval of the City Council meeting minutes from the meeting of July 28, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of July 28, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 28, 2025.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. CC Minutes 7.28.2025



City Council Meeting & Public Hearing

JULY 28, 2025

OFFICIAL MINUTES

Office of the City Clerk

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

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.
- Mayor Gilvin announced that Z-25-06/V-25-13 KOA Land Group/272 & 276 Thompson Street and V-25-14 Hampton Hall – Waiting Period Variance, and PH-25-10/E-25-07 Hampton Hall – Change of Condition & Exception has been postponed by Staff to the August 25, 2025 City Council Meeting. Also, New Business Item H Intergovernmental Agreement: November 5, 2025 General Election and December 2, 2025 Runoff Election has been deferred by Staff to the August 18, 2025 City Council Meeting.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Mayor Pro Tem Dan Merkel
 - Donald F. Mitchell
 - John Hipes
 - Fergal M. Brady
 - Douglas J. DeRito
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Molly Esswein, City Attorney
 - Lauren Shapiro, City Clerk
 - Adam Montgomery, Director of Information Technology
 - Brooke Lappin, Director of Courts
 - Charlie Jewell, Director of Economic Development
 - Cris Randall, Director of Human Resources
 - John Robison, Director of Public Safety

- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Deanna McKay, Public Communication & Engagement Coordinator
- Michael Woodman, Planning and Development Services Manager

3. PLEDGE TO THE FLAG

4. BOARDS & COMMISSIONS

A. Planning Commission Appointment by Council Member Brady and Swearing In

- Council Member Brady appointed Dennis Mitchell to serve on the Planning Commission and Mayor Gilvin swore him in.

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Molly Esswein, announced the public hearing procedures.

B. CLUP-25-03/Z-25-05/V-25-18 Wooten Tract Townhomes

Consideration of a comprehensive land use plan amendment, rezoning, and variance to allow 67 'For-Sale' townhomes on 10.19 acres in a gated subdivision. A comprehensive land use plan amendment is requested from 'Mixed Use' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). A variance is requested from Unified Development Code (UDC) Subsection 2.10.4(A)(5) to allow a private street to be gated. The property is located at 0 North Fulton Expressway and is legally described as being located in Land Lot 609, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, David Weekly Homes, is requesting a comprehensive land use plan amendment, rezoning, and variance to allow for the construction of 67 'For-Sale' townhomes on 10.19 acres in North Point. A comprehensive land use plan amendment is requested from 'Mixed Use' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Sale' or 'For-Rent, Residential). A variance is requested to allow a private street to be gated. The subject property is located at 0 North Fulton Expressway in the southeast quadrant of Georgia 400 and Mansell Road.
- This item was considered at the July 10, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions and adding to condition #14 that the developer shall construct a sound barrier on their property if GDOT does not construct a sound barrier as part of the Georgia 400 managed lanes project (vote 6-0).

- Staff is recommending that Mayor and Council approve CLUP-25-05/Z-25-05/V-25-18 Wooten Tract Townhomes, subject to the following conditions:
 1. The 10.19-acre property shall be rezoned to R-10M and shall be developed substantially as depicted on the site plan prepared by LJA Engineering, revised 6/12/25, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. The comprehensive land use plan designation of the property shall be 'High Density Residential'.
 3. Use of the property shall be limited to 'Dwelling, 'For-Sale', Attached' with a maximum density of 6.58 dwelling units per acre.
 4. Architecture and materials shall be developed substantially similar to the submitted renderings, subject to final approval by Staff. Rear and side elevations shall have the same level of materiality and details as the front elevations, as approved by Staff.
 5. Subdivision shall be permitted to be gated substantially as depicted on the site plan by LJA Engineering, revised 6/12/25. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6. Median at gated access shall be planted with decorative landscape material, as approved by Staff.
 6. EcoDistrict points shall be substantially similar to the description provided on the site plan prepared by LJA Engineering, revised 6/12/25, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
 7. Minimum 4.02 acres of open space, as depicted on the site plan prepared by LJA Engineering, revised 6/12/25, shall be improved within the development, including decorative hardscape, landscape, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Hardscape, landscape and monument/district threshold shall be maintained by the HOA.
 8. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
 9. Privacy fences and unfinished wood decks shall not be visible from the public right-of-way or Greenway connection.
 10. Townhomes shall have connectivity to the public sidewalk system.
 11. New internal street (not including alleys) shall be developed with a minimum 4' planter planted with street trees and 5' sidewalk, as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets

and alleys shall be private and maintained by the HOA. Development and street names shall be representative of the North Point EcoDistrict.

12. Developer shall investigate the possibility of adding on-street parallel parking to Beaver Creek Road and/or the cul-de-sac. If feasible, design shall include on-street parking, planters planted with street trees, and sidewalk, with final design approved by Staff. If a design is approved, developer shall construct streetscape improvements in exchange for impact fee credits in conjunction with a development agreement. The cost of improvements shall not exceed impact fee credits generated by the development.
 13. At a minimum, a row of evergreen trees shall be planted in the 10' landscape strip on the north side of the entrance street between Beaver Creek Road and Unit 67 to screen billboard access easement.
 14. Georgia 400 buffer shall be replanted, where sparse. If it's determined that GDOT will not construct a sound barrier along the property as part of the expansion project, the developer will take measures to install a sound barrier on their property between the billboard and the screening landscaping, as approved by Staff.
 15. Billboard in Georgia 400 buffer shall be screened from the residential subdivision with a minimum 25' buffer. This condition shall be removed if the billboard is removed.
 16. Billboard access shall be separated from the residential development as depicted on the site plan prepared by LJA Engineering, revised 6/12/25. Billboard access easement shall be maintained as a sodded area. This condition shall be removed if the billboard is removed.
 17. Landscape strips and buffers shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
 18. Pedestrian amenities including paths, lighting, and benches shall be included throughout the development.
 19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
- Steven Jones, from Taylor Duma located at 1600 Parkwood Circle, Suite 200, came forward on behalf of the applicant David Weekley Homes accompanied by Billy Stadler and Tyler Lasser with LJA, the engineer for the project to present the proposal.
 - The applicant offered a rebuttal by affirming that the proximity of the homes follows the city ordinance requirements. Regarding the price point, it reflects the quality of the materials utilized by David Weekley Homes. The neighborhood also includes access points to the Greenway and Beaver Creek Parkway and exceeds the city's open space requirements.

PUBLIC COMMENTS:

- Daniel Porzio (435 Summerfield Drive Alpharetta, GA) spoke in opposition of this item (proximity to GA400, noise pollution, high price point, number of units, fire safety hazard with only one point of entry and exit).
 - ❖ Mayor Pro Tem Merkel offered a motion to approve CLUP-25-05/Z-25-05/V-25-18 Wooten Tract Townhomes, subject to the following conditions:
 1. The 10.19-acre property shall be rezoned to R-10M and shall be developed substantially as depicted on the site plan prepared by LJA Engineering, revised 6/12/25, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. The comprehensive land use plan designation of the property shall be 'High Density Residential'.
 3. Use of the property shall be limited to 'Dwelling, 'For-Sale', Attached' with a maximum density of 6.58 dwelling units per acre.
 4. Architecture and materials shall be developed substantially similar to the submitted renderings, subject to final approval by Staff. Rear and side elevations shall have the same level of materiality and details as the front elevations, as approved by Staff.
 5. Subdivision shall be permitted to be gated substantially as depicted on the site plan by LJA Engineering, revised 6/12/25. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6. Median at gated access shall be planted with decorative landscape material, as approved by Staff.
 6. EcoDistrict points shall be substantially similar to the description provided on the site plan prepared by LJA Engineering, revised 6/12/25, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
 7. Minimum 4.02 acres of open space, as depicted on the site plan prepared by LJA Engineering, revised 6/12/25, shall be improved within the development, including decorative hardscape, landscape, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Hardscape, landscape and monument/district threshold shall be maintained by the HOA.
 8. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
 9. Privacy fences and unfinished wood decks shall not be visible from the public right-of-way or Greenway connection.
 10. Townhomes shall have connectivity to the public sidewalk system.
 11. New internal street (not including alleys) shall be developed with a minimum 4' planter planted with street trees and 5' sidewalk, as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.

Development and street names shall be representative of the North Point EcoDistrict.

12. Developer shall investigate the possibility of adding on-street parallel parking to Beaver Creek Road and/or the cul-de-sac. If feasible, design shall include on-street parking, planters planted with street trees, and sidewalk, with final design approved by Staff. If a design is approved, developer shall construct streetscape improvements in exchange for impact fee credits in conjunction with a development agreement. The cost of improvements shall not exceed impact fee credits generated by the development.
13. At a minimum, a row of evergreen trees shall be planted in the 10' landscape strip on the north side of the entrance street between Beaver Creek Road and Unit 67 to screen billboard access easement.
14. Georgia 400 buffer shall be replanted, where sparse.
15. Billboard in Georgia 400 buffer shall be screened from the residential subdivision with a minimum 25' buffer. This condition shall be removed if the billboard is removed.
16. Billboard access shall be separated from the residential development as depicted on the site plan prepared by LJA Engineering, revised 6/12/25. Billboard access easement shall be maintained as a sodded area. This condition shall be removed if the billboard is removed.
17. Landscape strips and buffers shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
18. Pedestrian amenities including paths, lighting, and benches shall be included throughout the development.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

COUNCIL DISCUSSION:

- Council Member Mitchell reiterated his excitement for the 60-foot landscape barrier that will act as a shield between the neighborhood and GA Hwy 400 and will act as a sound barrier.
- Council Member DeRito shared that this project contributes to the future vision of the North Point corridor, making it more accessible and recognized that managing the cost of living is challenging for the City Council to maintain.
- Council Members Hipes and DeRito asked about Condition #14.

C. MP-25-06/CU-25-10 Sandbox VR/City Center MP

Consideration of a master plan amendment and conditional use to allow 'Recreation Facility, Indoor' for Sandbox VR in the City Center mixed-use development. A master plan amendment is requested to the City Center Master Plan to add 'Recreation Facility, Indoor'

as a conditional use and a conditional use is requested to allow 'Recreation Facility, Indoor' for Sandbox VR. The property is located at 2001 Commerce Street, Suite 6HJK and is legally described as being located in Land Lots 749 & 802, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Aplos VR, LLC, is requesting a master plan amendment and conditional use to allow 'Recreation Facilities, Indoor' in a 4,393 square foot suite in the City Center mixed-use development for Sandbox VR. A master plan amendment is requested to add 'Recreation Facilities, Indoor' as a conditional use in the City Center Master Plan and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Sandbox VR. According to the application, Sandbox VR is an immersive, location-based virtual reality (VR) entertainment venue offering group-oriented, interactive VR adventures. The subject property is located at 2001 Commerce Street, Suite 6HJK in the City Center mixed-use development.
- This item was considered at the July 10, 2025 Planning Commission meeting. There was one (1) public comment in support of the request from a commercial leasing representative indicating that the business would complement and benefit existing businesses in City Center and Downtown. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve MP-25-06/CU-25-10 SANDBOX VR/City Center MP, subject to the following conditions:
 1. 'Recreation Facilities, Indoor' shall be added as a conditional use at 2001 Commerce Street, Suite 6HJK and limited to no more than 4,393 square feet.
 2. 'Recreation Facilities, Indoor' shall be added as a conditional use in the City Center Master Plan.
 3. Conditional use approval shall be limited to Sandbox VR; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
 4. 'Recreation Facilities, Indoor' shall be limited to an indoor active entertainment virtual reality experience.
 5. Hours of operation shall be Monday – Thursday 12:00 PM – 9:00 PM, Friday 12:00 PM – 11:00 PM, Saturday 10:00 AM – 11:00 PM, and Sunday 11:00 AM – 9:00 PM.
 6. Noise attenuation measures shall be added to the ceiling within the suite, with final approval by Staff.
- The property is zoned MU (Mixed Use) subject to the City Center Master Plan. The 25-acre City Center mixed-use development was approved in 2015 and is developed with 'For-Rent' residential, 'For-Sale' residential, office, retail, restaurant, Alpharetta City Hall, Fulton

County Library, and a variety of park spaces. The property is developed as a mixed-use development, including retail, office, residential and open space. Surrounding properties are zoned MU (Mixed Use). Vitality Bowl is located to the west, City Center parking deck is located to the south, Natural Body Spa is located to the north, and Al's Alpharetta Barber Shop is located to the east. The comprehensive land use plan designation of the property is 'Central Business District', which supports the applicant's proposal.

- According to the application, Sandbox VR is an immersive, location-based virtual reality (VR) entertainment venue offering group-oriented, interactive VR adventures. The business blends cutting-edge VR technology with full-body motion tracking to transport guests into cinematic worlds. Groups of two (2) to six (6) people participate in a "holodeck"-style (fictional room-sized holographic simulator) gameplay within private rooms. The entertainment experience is geared toward families, kids, tourists, and corporate team building.
- The business has several locations around the world including two (2) locations in Atlanta at The Battery Atlanta and Interlock Midtown. Hours of operation are proposed to be Monday – Thursday 12:00 PM – 9:00 PM, Friday 12:00 PM – 11:00 PM, Saturday 10:00 AM – 11:00 PM, and Sunday 11:00 AM – 9:00 PM. The applicant anticipates approximately five (5) to six (6) employees.
- Sandbox VR proposes to occupy 4,393 square foot suite previously occupied by Exquisite Living. The applicant does not propose any changes to the site or building. Parking for City Center is provided in the parking deck and on-street parking. The applicant's use has the same parking requirement as the retail and restaurant uses in City Center. The applicant's proposal is supported by sufficient parking.
- Staff estimates that the proposed use will generate approximately six (6) AM Peak Hour trips and fifteen (15) PM Peak Hour trips.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no public comments were received.
- The Community Zoning Information Meeting was held on June 11, 2025. There were no public comments.
- Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment and conditional use. The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed as a mixed-use development. The business is similarly located in mixed-use developments, such as The Battery and Interlock Midtown. Allowing an entertainment use at City Center would draw additional customers benefiting the existing businesses in Downtown.
- The applicant, Jay Mithani (19 Lakeview Point, Dawsonville, GA 30534) came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.

CITY COUNCIL DISCUSSION:

- Council Member Hipes inquired about the sound levels which will remain similar to entertainment venues nearby.
- Council Member DeRito inquired about selling food or beverage at the facility.
- Council Member Mitchell asked about the party area/room. He also went on to ask about the sound attenuation measures and how the establishment will deal with noise complaints, and also about the pricing of the games.
- ❖ Mayor Pro Tem Merkel offered a motion to approve MP-25-06/CU-25-10 SANDBOX VR/City Center MP, subject to the following conditions:
 1. 'Recreation Facilities, Indoor' shall be added as a conditional use at 2001 Commerce Street, Suite 6HJK and limited to no more than 4,393 square feet.
 2. 'Recreation Facilities, Indoor' shall be added as a conditional use in the City Center Master Plan.
 3. Conditional use approval shall be limited to Sandbox VR; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
 4. 'Recreation Facilities, Indoor' shall be limited to an indoor active entertainment virtual reality experience.
 5. Hours of operation shall be Monday – Thursday 12:00 PM – 9:00 PM, Friday 12:00 PM – 11:00 PM, Saturday 10:00 AM – 11:00 PM, and Sunday 11:00 AM – 9:00 PM.
 6. Noise attenuation measures shall be added to the ceiling within the suite, with final approval by Staff.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

D. PH-25-11 Delman Circus/North Point Mall MP.

Consideration of a request to allow a temporary use for a circus in the parking lot of North Point Mall. The property is located at 1000 North Point Circle and is legally described as being located in Land Lots 688, 689, 700, 701, 702, 742 & 743, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present the item.
- The applicant, Delman Circus, is requesting consideration of a temporary use for a circus. Unified Development Code (UDC) Subsection 2.3.2 (J) requires City Council approval of a circus, carnival or fair on property zoned and used for non-residential use. The applicant

proposes to utilize the surface parking lot between the former Sears and JC Penney at North Point Mall for a temporary circus. The subject property is located at 1000 North Point Circle.

- Staff is recommending that Mayor and Council approve PH-25-11 Delman Circus – North Point Mall MP, subject to the following conditions:
 1. Temporary use approval of a circus shall be granted to Delman Circus and shall not be transferrable.
 2. Delman Circus shall be permitted to operate in the parking lot of North Point Mall for no more than 15 days in 2025 and may be renewed annually, subject to review and approval of a temporary use permit by Staff.
 3. Delman Circus shall employ at a minimum 2 police officers for each show.
 4. The sale or serving of alcohol shall not be permitted.
- North Point Mall and the surrounding area is zoned PSC (Planned Shopping Center). The area is commercial and there are no residential uses in the immediate vicinity. The applicant provided a site plan depicting the circus in the surface parking lot between the former Sears and JC Penney. Parking for the circus is depicted to be accommodated in the adjacent parking lots surrounding North Point Mall.
- Unified Development Code (UDC) Subsection 2.3.2 (J) allows a carnival, circus or fair on property zoned or used for non-residential use, subject to City Council approval. Site shall meet adequate parking, safety, access, noise, and security concerns and limiting impacts to surrounding properties.
- The proposed circus, which has a maximum capacity of 600 people, is scheduled to take place between November 7th and November 17th, with set-up beginning on November 4th and breakdown concluding on November 18th. All showtimes will conclude by 9:30 PM with one (1) show Monday – Friday beginning at 7:30 PM, two (2) shows on Saturday and three (3) shows on Sundays. According to the application, the circus will be human acts only, featuring live performers skilled in acrobatics, clown art, juggling, dancing, and dare devil feats. Delman Circus provides its own concession stand which includes offerings similar to a movie theater. There will be no alcoholic beverages.
- The City's Public Safety Department was consulted regarding the applicant's request. The Department recommends that at least two (2) police officers be present at paid public events with 500 people or more.
- The applicant notified adjacent property owners of the variance request and intent for the property. The citizen participation report states that no comments were received.
- A Community Zoning Information Meeting was held on June 11, 2025. There were no public comments.
- Staff has reviewed the application and is in support of the applicant's request for a circus. Adequate parking is available at this location to support both the circus and North Point Mall parking needs. In addition, the circus is appropriately located in a commercial area,

minimizing impacts to surrounding properties. The State Fire Marshal will be responsible for all safety inspections. If approval is considered, it is recommended that at least two (2) police officers be present at each show to support the applicant's safety and security plan.

- The applicant, Mario Morales (1000 North Point Circle, Alpharetta, Georgia 30022), the new General Manager of North Point Mall, came forward to advocate for the proposal.

PUBLIC COMMENTS:

- There were no public comments.

CITY COUNCIL DISCUSSION:

- There were no public comments.
- Mayor Gilvin asked about removing the condition of automatic renewal.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-25-11 Delman Circus – North Point Mall MP, subject to the following conditions:
 1. Temporary use approval of a circus shall be granted to Delman Circus and shall not be transferrable.
 2. Delman Circus shall be permitted to operate in the parking lot of North Point Mall for no more than 15 days in 2025, subject to review and approval of a temporary use permit by Staff.
 3. Delman Circus shall employ at a minimum 2 police officers for each show.
 4. The sale or serving of alcohol shall not be permitted.
 - Council Member DeRito seconded the motion.
 - Council Member Hipes offered a friendly amendment to Condition #2: to strike "and may be renewed annually."
 - Council Member DeRito accepts the friendly amendment.
 - Mayor Pro Tem Merkel accepts the friendly amendment.
 - The motion was approved unanimously (6-0).

E. PH-25-07 Unified Development Code Text Amendments – Parking

FIRST READING

Consideration of text amendments to Appendix A: Alpharetta Downtown Code Section 2.4 Parking and Loading and Section 2.5 Parking and Loading of the Unified development Code to amend certain parking ratios for properties over a certain distance from a public parking facility in the Downtown and to amend parking ratios for an elementary and middle school.

- City Attorney, Molly Esswein, read the ordinance aloud.
- Director of Community Development, Kathi Cook, came forward to present this item.

- A copy of the proposed ordinance is attached hereto as "Exhibit A."
- This item was considered at the July 10, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval (vote 6-0).
- Staff explored the current Downtown parking ratios to determine if they are appropriate for all areas of Downtown. An article from the National Parking Association in PARKING magazine suggests that parking designers typically use a maximum walking distance of 300' – 600' for retail customers. A buffer map depicting those distances from public parking facilities in the Downtown Overlay reveals that properties north of Mayfield Road on the west side of Highway 9 and north of Cumming Street on the east side of Highway 9, as well as properties south of Old Milton Parkway exceed the retail customer maximum walking distance from a public parking facility. Therefore, it is recommended that properties in the Downtown south of Old Milton Parkway and north of Mayfield Road and Cumming Street on Highway 9 should be subject to the City-wide parking ratios in UDC Section 2.5 Parking and Loading.
- Staff researched parking ratios for elementary and middle schools in response to a concern from City Council that the City's current parking ratio may be insufficient. The UDC requires one (1) parking space per classroom and administrative office, plus five (5) parking spaces for guests for an elementary and middle school.
- Staff looked at school parking ratios in surrounding jurisdictions, as shown in the table below, and compared those to existing parking ratios at Manning Oaks Elementary School and Hopewell Middle School. It is estimated that Manning Oaks Elementary School has 2.12 parking spaces/classroom and administrative office, and Hopewell Middle School has 1.94 parking spaces/classroom and administrative office. Therefore, it is recommended that two (2) parking spaces per classroom and administrative office be required for elementary and middle schools with all schools having a minimum of five (5) parking spaces.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-25-07 Unified Development Code Text Amendments – Parking.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

F. PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations

FIRST READING

Consideration of text amendments to Section 2.1 Zoning Districts and Section 2.2 Permitted Use Districts and Regulations of Article II of the Unified Development Code to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.

- City Attorney, Molly Esswein, read the ordinance title aloud.
- Director of Community Development, Kathi Cook, came forward to present this item.
- A copy of the proposed ordinance is attached hereto as "Exhibit B."
- This item was considered at the July 10, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval (vote 6-0).
- Staff recommends text amendments to Unified Development Code (UDC) Article II Section 2.1 Zoning Districts and Section 2.2 to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.
- Amend UDC Section 2.1, Subsection 2.2.8, Subsection 2.2.8a, and Subsection 2.2.9 to clean up titles and descriptions. Delete UDC Section 2.2a and Table 2.2a Conditional Use Review Criteria which represents a duplicate of information provided in UDC Subsection 4.2.3(B). Amend UDC Subsection 2.2.11 CUP Community Unit Plan, Subsection 2.2.13 O-I Office-Institutional, Subsection 2.2.16 PSC Planned Shopping Center, Subsection 2.2.20 MU Mixed Use, and Table 2.2 List of Permissible and Conditional Uses to clarify that the CUP, O-I, PSC, and MU zoning districts are in accordance with a specific master plan.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

G. THE FOLLOWING ITEMS HAVE BEEN POSTPONED:

1. Z-25-06/V-25-13 KOA Land Group/272 & 276 Thompson Street

POSTPONED: This item has been postponed by Staff to the August 25, 2025 City Council Meeting and Public Hearing.

Consideration of a rezoning and variance to allow a 16-lot 'For-Sale single-family subdivision, consisting of 9 detached homes and seven townhome units on 2.03 acres in the Downtown. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3(G) to reduce the right-of-way width of a local street residential and from UDC Appendix A: Alpharetta Downtown Code Subsection 2.4.6(C) to eliminate the 20' recess requirement for a street-facing garage on a single-family detached home in the Downtown. The property is

located at 272 & 276 Thompson Street and is legally described as being located in Land Lots 749 & 802, 1st District, 2nd Section, Fulton County, Georgia.

2. V-25-14 Hampton Hall – Waiting Period Variance

POSTPONED: This item has been postponed by Staff to the August 25, 2025 City Council Meeting and Public Hearing.

Consideration of a variance to Unified Development Code Subsection 4.2.1(C) to reduce the waiting period for City Council consideration of a request for zoning change affecting the same property from 12 months to 6 months. The property is located at 0 Blake Road and is legally described as being located in Land Lot 917, 1st District, 2nd Section, Fulton County, Georgia.

3. PH-25-10/E-25-07 Hampton Hall – Change of Condition & Exception

POSTPONED: This item has been postponed by Staff to the August 25, 2025 City Council Meeting and Public Hearing.

Consideration of a change to conditions of zoning and exception related to a 9-lot single-family detached subdivision. The requested changes to conditions of zoning relate to landscape buffers, lighting, and streetscape standards. A variance is requested from Unified Development Code (UDC) Subsection 3.2.8(B)(3) to allow a fence in a buffer. The property is located at 0 Blake Road and is legally described as being located in Land Lot 917, 1st District, 2nd Section, Fulton County, Georgia.

6. NEW BUSINESS

A. Request For Proposals 25-116: Comprehensive Plan Update

Consideration of approval of the award of Request For Proposals 25-116 and a contract to MKSK and with authorization for the Mayor to execute all necessary documents.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- Community Development is interested in hiring a qualified consultant to develop its 2045 Comprehensive Plan Update in accordance with the rules established by the Georgia Department of Community Affairs (DCA) in Chapter 110-12-1.
- The two (2) primary objectives are to produce a comprehensive plan update that guides Alpharetta's growth over the next twenty years, and to produce a comprehensive plan update that meets DCA's minimum standards in order to maintain the City's Qualified Local Government status. The comprehensive plan update will include all elements specified for a five (5) year update in Chapter 110-12-1-.03, plus a new Community Work Program, Report of Accomplishments, and Public Participation Plan.
- The comprehensive plan update will utilize the City's Horizon 2040 Comprehensive Plan document which will be updated according to Georgia DCA Chapter 110-12-1. The Public Participation Plan will include, at a minimum, 2 public hearings, 3 stakeholder committee

meetings, and 2 community meetings. Community meetings will consist of both in-person and virtual methods of obtaining feedback. The comprehensive plan update process is anticipated to be completed by June 30, 2026.

- The Comprehensive Plan Update RFP #25-116 was issued on April 11, 2025 and proposals were due on May 15, 2025. Eight (8) consultant teams responded to the RFP with the three (3) top-scoring teams that were within budget shortlisted for interviews, which included Pond & Company, Inspire Placemaking Collective, and MKSK.
- MKSK was the top scoring consultant team after the interviews. MKSK's cost proposal to complete the Comprehensive Plan Update is \$115,000, which is within the allocated budget of \$120,000.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the award of Request For Proposals 25-116 and a contract to MKSK and with authorization for the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

B. Purchase Approval: Data Center Infrastructure to Carahsoft Technology Corp.

Consideration of approval of the issuance of a purchase order to Carahsoft Technology Corp. as the vendor to provide the refresh of data center infrastructure, using the Georgia state contract for an amount not to exceed \$463,638.78 and with authorization for the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- As discussed in the Executive Session at the July 23rd Council meeting, this renewal is funded in the Fiscal Year 2026 Capital budget. This purchase includes 3 years of support and maintenance coverage. Years 4 and 5 will have an expected operational budget impact of approximately \$100,000 annually. This renewal is being purchased on a Georgia state contract.
- Standard data center life cycle management involves replacing infrastructure every five years. The current infrastructure has reached that life cycle, is out of warranty, and is due for replacement. Each replacement cycle, the Information Technology department reviews the current technology used and whether an improved product exists.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the issuance of a purchase order to Carahsoft Technology Corp. as the vendor to provide the refresh of data

center infrastructure, using the Georgia state contract for an amount not to exceed \$463,638.78 and to authorize the Mayor to execute all necessary documents.

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

C. Purchase Approval: Cloud Infrastructure Services to SHI International, Inc.

Consideration of approval of the issuance of a purchase order to SHI International, Inc., as the vendor to provide annual cloud infrastructure services in an amount not to exceed \$320,000.00 and with authorization for the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- As discussed in the Executive Session at the July 23rd Council meeting, this renewal is funded in the Fiscal Year 2026 budget. This renewal is being purchased on a Georgia state contract and is the same amount as the Fiscal Year 2025 renewal. This renewal is critical to City operations and continuity plans.

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Council Member Mitchell offered a motion to approve the issuance of a purchase order to SHI International, Inc., as the vendor to provide annual cloud infrastructure services in an amount not to exceed \$320,000.00 and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

D. Purchase Approval: Remote Meeting Management and Streaming to Granicus

Consideration of approval of the procurement of a remote meeting management and streaming agreement with Granicus for three years, which is renewed annually, with first-year costs of \$115,823.46, and with authorization for the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- The Department of Information Technology seeks approval of a three-year agreement with Granicus for a managed service for remote meeting production, broadcast production, and streaming services in the City Hall Chambers.
- This service and associated equipment would replace the current three-camera system with a camera system that the managed service provider can utilize to produce and distribute the video and audio. The service would provide remote direction and production of the meeting cameras and content, as well as distribute the content to the public through several different sources. This would provide a better-quality product for the public, reduce the equipment on the dais, and the employees' duties during the meetings. Also, reliability is

becoming an issue as the current system reaches end-of-life. This is the first step in addressing it by providing the meeting content directly to the managed service provider and improving the meeting quality for our citizens.

- Many employees use the system for council, board, commission, and other meetings in the room. Our goal with Granicus producing all the meetings is to have a reliable and consistent product for the public. Our current setup requires the person on the dais to operate different systems simultaneously. In the standard production design, multiple people often do these duties at the back of the room. Staff have investigated how to implement a back-room production, but the cost and current chambers layout make this prohibitive. By outsourcing the video production to Granicus, we shift the responsibility to production professionals off-site, freeing the person at the dais to conduct other aspects of the meeting more efficiently and effectively.
- In coordination with City Administration and the City Clerk's Office, we researched and discussed with other agencies that use the Granicus meeting management system in the state, including Chamblee and East Point. We did a site visit to Sandy Springs to speak with their City Clerk and AV staff about the system. We concluded that the uniqueness of this system and its capabilities were a good fit for our setup today and as we move forward.
- This operating initiative includes service for 100 meetings annually. The FY26 request is for \$60,149.25 and is fully funded in the operating budget. The estimated operational impacts for FY27 are \$64,359.70, and FY28's \$68,864.88. These prices are in line with other agencies and are reflective of the cooperative agreement we are using, NCPA contract 01-115. Legal has reviewed and attached an addendum to the agreement, which Granicus has signed and notarized.
- For this first year, there is an accompanying capital initiative. The one-time costs are \$55,674.21 and are fully funded in the capital budget. This cost includes procurement of the remote broadcast system equipment (cameras, switches, cabinet), setup and deployment of the equipment, any necessary wiring, support and warranty of the equipment, and integration with the current agenda management system.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the procurement of a remote meeting management and streaming agreement with Granicus for three years, which is renewed annually, with first-year costs of \$115,823.46, and with authorization for the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

E. Request For Proposals 25-1005: Alpharetta Park Improvements for City of Alpharetta

Consideration of approval of the award of a contract for RFP 25-1005 to Integrated Construction and Nobility, LLC for construction of the Alpharetta Park Improvements in an amount totaling \$17,020,895.58, of approval of The F.A. Bartlett Tree Expert Company's proposal for specimen tree care in an amount totaling \$306,932.00, of approval to allocate \$238,228.94 for utility relocation/connections and additional costs, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Procurement method selected is a two-step process beginning with a Request for Qualifications (RFQ) in which the shortlisted firms participate in a Request for Proposals (RFP).
- The scope of this project includes construction of improvements within three City parks in line with the 2022 Parks Bond. These parks are Old Rucker Park, Union Hill Park, Wills Park/Wills Park Equestrian Center.
- Improvements within Old Rucker Park will include a prefabricated restroom building, gravel and concrete walking trails, covered pavilions, a nature discovery/play area, landscaping, a fenced maintenance area including a pole barn, a paved parking lot, improved entrance and stormwater enhancements. These improvements are budgeted with funding coming from the 2022 Parks Bond.
- Improvements within Union Hill Park will include a skate park, small themed playground, landscaping, a reconfigured and expanded parking lot, and stormwater enhancements. These improvements are budgeted with funding coming from the 2022 Parks Bond.
- Improvements within Wills Park will include the replacement of the Wacky World Playground and nearby restroom building, the renovation of the Waggy World Dog Park (new fencing and drainage enhancements), the construction of gateway entries at the Wills Road/Old Milton Parkway and Roswell Street/Old Milton Parkway corners, the construction of a continuous concrete walking path traversing the park and linking the gateways, the replacement of the cross-tie flume adjacent the Lion's Club Pavilion with a more natural channel, landscaping, expanded parking in the vicinity of Wacky World, and stormwater enhancements. Of note, the construction of the new Wacky World Playground will involve a community build/installation of the playground equipment. These improvements are budgeted with funding coming from the 2022 Parks Bond, the Capital Project Fund (Wacky World 2.0 Donations), the Hotel/Motel Fund, and the Impact Fee Fund.
- Improvements within Wills Park Equestrian Center will include the enlargement of Ring 2, renovation of Ring 4, a new entrance/access drive opposite Wills Lane, renovation of the RV utility connections, landscaping, expanded parking, and stormwater enhancements. Regarding Rings 2 and 4, installation of the new footing material, underdrains, and fencing is the responsibility of Longwood Arenas, LLC, who was awarded RFP 25-107 Equestrian Ring Footings on May 5, 2025. The contractor awarded RFP 25-1005 will be responsible for: removing the existing fences, footing material and underdrains; excavating the ring footprints and grading around the perimeter; installation of storm lines to which the new

underdrains will connect; and coordinating their work with Longwood Arenas, LLC. These improvements are budgeted with funding coming from the 2022 Parks Bond and a contribution from the Wills Park Equestrian Foundation. This work, combined with prior work done on Rings 1 and 3, will bring the City's total contribution for improvements to the Wills Park Equestrian Center to \$5,000,000. The Wills Park Equestrian Foundation is committed to funding \$1,662,132.22 for the scope identified herein. Additionally, the Wills Park Equestrian Foundation is funding \$316,241 as part of the previously approved arena footings contract bringing their total contribution to \$1,978,373.22. The Foundation has \$1,400,000 currently on hand and has committed to funding an additional \$578,373.22 to cover the project scope identified.

- The Department of Public Works, with guidance from the Finance Department and the Recreation, Parks, and Cultural Services Department, prepared RFQ 25-1005, which was issued on February 6, 2025.
- RFQ 25-1005 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 7,700 vendor invites and 99 document takers. RFQ 25-1005 responses were received on March 6, 2025, and included submissions from 8 firms.
- RFP 25-1005 was issued to qualified RFQ respondents on April 3, 2025. Proposals were received on May 22, 2025, and included submissions from 3 firms.
- ICAN's submitted base cost was divided as follows between the four parks: Old Rucker Park: \$2,988,477.72, Union Hill Park: \$2,517,374.06, Wills Park: \$7,707,385.47, and Wills Park Equestrian Center: \$4,154,560.89.
- While reviewing the cost proposals, staff from PW, RPCS, and Finance determined it to be in the City's best interest to include a 3% project contingency to address any unforeseen conditions that may arise in the field. Inclusion of the contingency increases ICAN's base cost by \$584,097.50 to \$17,951,895.64.
- Contractors were also asked to provide an additional cost for using two-tone concrete in the construction of the skate park at Union Hill Park in their cost proposals. ICAN's cost for this alternate is \$6,900.00. RPCS determined it to be in the best interest of the project to include this alternate, thus increasing the cost of the Union Hill Park component to \$2,524,274.06 and the overall cost to \$17,958,795.64.
- Included in their RFP submission, ICAN identified nineteen potential value engineering items. PW and RPCS staff reviewed these value engineering options and determined thirteen of them, totaling savings of \$655,056.56, were acceptable to the City.
- Applying the addition of the contingency, the inclusion of the two-tone concrete alternate, and the acceptable value engineering items, ICAN's final cost is \$17,020,895.58.
- The proposed improvements will have varying degrees of impact on existing specimen and notable trees within the four parks. To mitigate these impacts, it is necessary to provide tree care in the form of pruning, air spading, and providing compost, fertilizer, mulch, and

mycorrhizal inoculum. RPCS staff reached out to the City's On-Call Arboricultural Services contractor, The F.A. Bartlett Tree Expert Company (Bartlett), for a proposal for these services. Bartlett was awarded Contract #25-104 on December 16, 2024, which covers such work. Their proposed cost to provide the tree care is \$306,932.00.

- Additionally, funding totaling \$238,228.94 is allocated to cover all remaining costs including the relocation of various utilities at Old Rucker Park (one utility pole, one utility cabinet), Wills Park (one power pole), and Wills Park Equestrian Center (one utility pole, one power transformer), establishing a new water service at Old Rucker Park, etc. As it relates to utility relocation, these costs will be paid directly to the utility companies.
- Construction of all park improvements is anticipated to be complete within 694 calendar days from notice to proceed. ICAN intends to begin work with the Wills Park and Equestrian Center improvements. Currently, it is anticipated that work at Old Rucker Park will begin approximately seven months later, as work at the Equestrian Center is concluded. Work at Union Hill Park is anticipated to begin approximately an additional five months later, as work within Wills Park is concluded.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of a contract for RFP 25-1005 to Integrated Construction and Nobility, LLC for construction of the Alpharetta Park Improvements in an amount totaling \$17,020,895.58, of approval of The F.A. Bartlett Tree Expert Company's proposal for specimen tree care in an amount totaling \$306,932.00, of approval to allocate \$238,228.94 for utility relocation/connections and additional costs, and with authorization for the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

F. Contract Approval: North Park Concession and Restroom Building Design/Build

Consideration of approval to award a contract to Prime Contractors, Inc. under the State of Georgia convenience contract (#99999-S20200901) for the complete development cycle including design and buildout of North Park Concession and Restroom Building, as well as, the demolition of the existing structure and related work, in an amount totaling \$794,916.68 and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rogers, came forward to present this item.
- The restroom and concession stand at North Park softball fields 1-4 is well past its useful life, not structured to adequately serve the community (too few bathroom stalls), and is one of the city's lowest-rated facilities pursuant to the recently completed facility condition assessment.

- Given the layout and structural components of the current facility, renovation is not a practical and financially feasible solution. A new building will provide additional restroom stalls (current facility = 4 stalls; new facility = 10), a new concession area, and a covered seating area.
- The fixed budget for this project totals approximately \$800,000. As such, staff did not want to follow a traditional design-bid-build model which would limit cost control flexibility. Instead, staff is recommending a design-build model, whereby staff will work cooperatively with the contractor and design team to ensure delivery of the improvements at the stated budget.
- The ezIQC (indefinite quantity contract) solution is administered by Gordian through the GA Dept. of Administrative Services (convenience contract #99999-S20200901). The ezIQC program enables governmental entities to take advantage of cooperative volume discounts on contracts that have already been competitively awarded while working with numerous contractors across the state, such as Prime Contractors Inc.
- Utilizing the ezIQC program, staff requested a proposal from Prime Contractors Inc. given the conceptualized plan that was drafted by TSW. Under this streamlined competitive procurement, Prime Contractors Inc. was able to select detailed tasks and quantities utilizing Gordian's pre-approved bid prices per their Construction Task Catalog. The resulting proposal totaling \$794,916.98, includes all the specifications for the design and buildout of a North Park Concession and Restroom Building, as well as the demolition of the existing structure, and the total cost fell under the target budget.
- The approximate timeline for design and buildout of a North Park Concession and Restroom Building, as well as the demolition of the existing structure, will be 6 months from the execution of a contract (and notice-to-proceed).

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award a contract to Prime Contractors, Inc. under the State of Georgia convenience contract (#99999-S20200901) for the complete development cycle including design and buildout of North Park Concession and Restroom Building, as well as, the demolition of the existing structure and related work, in an amount totaling \$794,916.68 and with authorization for the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

COUNCIL DISCUSSION:

- Mayor Gilvin commends this accomplishment and discusses the fiscal and physical impact of this project.

G. Intergovernmental Agreement: November 5, 2025 General Election and December 2, 2025 Runoff Election

POSTPONED: This item has been postponed by Staff to the August 18, 2025 City Council Meeting and Public Hearing.

Consideration of approval of an Intergovernmental Agreement for the Provision of Election Services between Fulton County, Georgia and City of Alpharetta, Georgia and with authorization for the Mayor to execute all necessary documents.

H. Resolution: Fiscal Year 2026 City Council Priorities

Consideration of adoption of a resolution adopting the Fiscal Year 2025 City Council Priorities and Annual Action Plan.

- City Attorney, Molly Esswein, read the resolution aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- During the 2025 Annual City Council Planning Retreat, the Mayor and City Council identified five top priorities and five priorities to help guide city staff and the Mayor and City Council as they are conducting City business during the next Fiscal Year. City staff took those priorities and developed a written plan to communicate the goals and initiatives for the City over the next fiscal year.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the adoption of a resolution adopting the Fiscal Year 2025 City Council Priorities and Annual Action Plan.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

I. Resolution: Appointment of Hearing Examiner for Alcohol License Hearings

Consideration of adoption of a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings.

- City Attorney, Molly Esswein, read the resolution aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- Section 4.29 of the Code of the City of Alpharetta allows the City Clerk to request the City Council appoint a hearing examiner to hold hearings and make findings and determinations as it relates to alcoholic beverage license hearings.
- When appointed, a hearing examiner will perform the duties of the City Clerk under Section 4.28 and 4.29 of the Code.
- The City Clerk requests that David C. Will be appointed as hearing examiner for alcohol beverage license hearings through December 31, 2025.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the adoption of a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

7. PUBLIC COMMENTS

- Bonnie Steadman, residing at 255 Vaughn Drive, Alpharetta, Georgia, requested an update on the pivot project for parking downtown.

8. REPORTS

- Council Member Hipes congratulated Deanna McKay on completing three years at the City of Alpharetta and also congratulated both Deanna McKay and Lauren Shapiro on their recent graduation from The Greater North Fulton Chamber of Commerce's Leadership North Fulton program.
- Council Member Brady thanked City Staff and leadership for doing more with less impact on the fiscal budget.

9. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

10. ADJOURNMENT

- ❖ Mayor Pro Tem Merkel offered a motion to adjourn the meeting.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:35 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II AND APPENDIX A: ALPHARETTA DOWNTOWN CODE OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND PARKING REQUIREMENTS IN THE DOWNTOWN; TO AMEND THE ELEMENTARY AND MIDDLE SCHOOL PARKING RATIO; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II and Appendix A: Alpharetta Downtown Code of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

Section 1: Article II, Section 2.5 titled "Parking and Loading" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "A" attached hereto as if fully set forth herein.

Section 2: Appendix A: Alpharetta Downtown Code, Section 2.4 titled "Parking and Loading" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "B" attached hereto as if fully set forth herein.

Section 3: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not

so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of August ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

First Reading: _____

Second Reading: _____

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

Exhibit "A"

SECTION 2.5 PARKING AND LOADING¹

Areas suitable for parking vehicles in off-street locations shall be required in all districts at the time of the initial construction of any principal building or when a structural alteration or change in a principal building produces an increase in dwelling units, guest rooms, floor area, seating or bed capacity, or when a conversion in use occurs.

Off-street parking shall be provided and maintained in accordance with the following requirements. A parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, § 5, 2-6-2017)

2.5.1 Number of vehicle parking spaces required.

The following number of off-street vehicle parking spaces shall be required for the respective use:

- A. *Residential Uses.* Residential parking spaces required by this Ordinance shall be standard parking spaces (9 feet by 19 feet).

Dwelling, 'For-Sale', detached:

Two (2) spaces on the same lot for each dwelling unit, plus 1 additional space where a home occupation is permitted.

Dwelling, 'For-Sale', attached; efficiency or one-bedroom units:

One and one-half (1½) spaces for each dwelling unit.

Two or more bedroom units:

One (1) space for each bedroom.

Bed and Breakfast:

One (1) space for each bedroom.

Dwelling, 'For-Rent', residential:

Two (2) spaces for each unit, plus one (1) guest space per 20 units.

Group Home/Congregate Housing:

One (1) space for each two (2) sleeping rooms.

- B. *Business Uses.*

Medical, dental and optical offices:

One (1) space per 200 square feet.

Professional and business offices not otherwise specifically enumerated:

¹Ord. No. 718, § 17(Exh. C), adopted Dec. 14, 2015, repealed the former § 2.5 (2.5.1—2.5.9), and enacted a new 2.5 (2.5.1—2.5.9) as set out herein. The former § 2.5 pertained to similar subject matter and derived from the original codification and Ord. No. 675, § 1, adopted June 3, 2013.

One (1) space for each 250 square feet of gross floor space.

Banks:

One (1) space for each 300 square feet of gross floor space.

Hotels (or Motels) and Extended Stay Hotels:

One (1) space for each guest room, plus 1 employee space for each 20 sleeping rooms, plus one space per 500 sq. ft. of space used for convention rooms, conference rooms, ballrooms, restaurant and/or retail shops.

Day Care:

One (1) space for each 400 square feet. (Stacking for six cars must be provided on site.)

Service and repair establishments not otherwise specifically enumerated:

One (1) space for each 250 square feet of floor area not used for storage.

Retail businesses, not otherwise specifically enumerated:

One (1) space for each 200 square feet of gross floor space.

Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries:

One (1) space per 100 square feet of showroom, sales office or other conditioned space.

Restaurants:

One (1) space for each 100 sq. ft. of the entire facility.

Retail Shopping Center:

Less than 50,000 sq. ft.: One (1) space for each 200 sq. ft.

50,000—400,000 sq. ft.: One (1) space for each 250 sq. ft.

Over 400,000 sq. ft.: One (1) space for each 285 sq. ft.

Theaters, night clubs and other such places of public assembly:

One (1) space for each 4 seats accommodations plus 1 employee space for each 10 seats.

Service stations:

Two (2) spaces for each gasoline pump plus 1 space per 250 sq. ft. for convenience store.

Funeral homes:

One (1) space for each 4 seats in chapel or parlor plus sufficient space to park or store all company vehicles.

Technology Centers/Data Processing Centers:

One (1) space per 1,000 square feet per gross area of unmanned space together with parking as required for space dedicated to manned space at 1 space per 300 square feet. Land for additional parking calculated at 1 space per 500 square feet of gross area shall be set aside and preserved until such time as additional parking is needed and/or use changes. This land shall not be subdivided from the remainder of the property so that it can be used for parking in the future.

C. Wholesale and Industrial Uses.

Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards:

One (1) space per 1,000 square feet.

D. *Public and Semipublic Uses.*

Hospitals:

One (1) space per bed, plus 1 space per 200 square feet of floor area used for outpatient treatment.

Churches, stadium and other places of public assembly:

One (1) space for each 2 seats in the principal assembly room.

Places of assembly or indoor recreation without fixed seats:

One (1) space for each 500 square feet of playing court, rink, playing field and spectator area, plus one (1) space for each 200 sq. ft. of gross floor space directed to other patron use areas.

Schools, elementary and middle schools:

~~One (1)~~ Two (2) spaces for each classroom and administrative office ~~plus 5 spaces for visitors ;~~ however, each school property shall have a minimum of 5 parking spaces.

Schools, senior high:

One (1) space for each classroom and administrative office plus 1 space for each 4 students based on the design capacity of the school.

Other public building:

One (1) space for each 300 square feet of gross floor space.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.2 Shared parking.

- A. *Common Off-street Parking Areas.* Two (2) or more principal uses may utilize a common area in order to comply with the off-street parking requirements, provided that the total number of individual spaces available in the common area is not less than the sum of the spaces required for the individual uses as separately computed in accordance with the provisions of this Ordinance. If it can be demonstrated that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.3 Off-street loading and unloading spaces.

- A. Every lot on which a business, trade or industry is thereafter established shall provide space as indicated below for the loading and unloading of vehicles off the street. Such space shall have access to an alley or, if there is no alley, to a street. For the purpose of this Section, an off-street loading space shall have the minimum dimensions of 12 by 40 feet and be clear and be free of obstructions at all times.

Required spaces shall be provided as follows:

Retail businesses, office, wholesale, industrial, governmental and institutional uses, including public assembly places, hospitals and educational institutions, 1 space for the first 25,000 square feet of total floor area or fractional part thereof. For anything in excess of 25,000 square feet, such uses shall provide loading spaces according to the following schedule:

SQUARE FEET	NUMBER OF SPACES
25,000—99,999	2
100,000—159,999	3
160,000—239,999	4
240,000—349,999	5
For each additional 100,000 or fraction thereof	1 additional

- B. Vehicles uses for the loading and unloading of retail merchandise may not be parked overnight (between 10:00 p.m. of one day and 8:00 a.m. of the next day) in a location closer to the frontage street than the principal building.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.4 Locational criteria for parking.

- A. Location on Other Property. If the required parking cannot reasonably be provided on the same lot on which the principal use is conducted, such parking may be provided on other off-street property provided such property lies within 500 feet of the main entrance to the principal use. Such parking shall be associated with the principal use and shall not thereafter be reduced or encroached upon in any manner.
- B. Location of Required Parking in Residential Districts. Required parking spaces in residential districts shall be subject to applicable area regulations pertaining to setbacks (front, side and rear yard), lot coverage, and accessory and principal structures.

Required parking spaces in 'For-Sale' residential districts shall be contained within a carport, garage or completely enclosed building, in addition:

Each 'For Sale' dwelling unit shall have a minimum 18' long and 10' wide paved driveway, as measured from the garage to the back of sidewalk, or back of curb where a sidewalk is not provided.

Ordinary passenger vehicles and non-commercial pickup trucks may be parked on a paved driveway providing ingress and egress to the lot or on a paved parking space provided that the maximum width of the total paved area cannot exceed 40 (forty) feet.

One (1) business vehicle not prohibited by the provisions of this Ordinance from parking within a residential district and one or more recreational vehicles or boats, or boat trailers may be parked or stored in an area not visible from a street.

The regular parking or storage of any business vehicle, any vehicle used in connection with a home occupation, or any vehicle with a carrying capacity of more than one-and-one-half (1½) tons is prohibited in any residential district. Pickup or panel trucks, used to provide daily transportation to and from work, are allowed in all residential districts.

- C. Parking and Storage of Certain Vehicles. No automobile, truck, motorcycle, trailer or other vehicle of any kind or type without current license plates shall be parked or stored on any lot in a residential district except in a completely enclosed building.

1. Any person who, as of the effective date of this Article (6/94), has established a long-standing practice of parking or storing boats or recreational vehicles which is not in compliance with the provisions of C(1), above, may continue such practice as a lawful nonconforming use, subject only to the provisions of any applicable district regulations.
 2. Any person may apply to the Director of Community Development for a variance to the provisions of C(1), above pertaining to the parking and storage of boats or recreational vehicles. Variances shall be granted only in the case of extreme hardship or unusual circumstance, as contrasted with merely granting an advantage or a convenience. The factors to be taken into consideration by the Director may include the following:
 - a. The ease with which the applicant can comply with the provisions of this ordinance;
 - b. Whether there are extraordinary and exceptional conditions pertaining to the particular lot because of its size, shape, topography or location of the improvements on the lot;
 - c. The economic hardship that would be imposed upon the applicant if the variance were denied; and
 - d. Whether relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of this ordinance.
 3. Where appropriate, the Director may attach reasonable conditions to the grant of a variance. The Director may also approve an alternative parking practice which, although not in strict compliance with the literal provisions of this Article, is deemed by the Director to be in compliance with the spirit of the Ordinance. All variances are personal to the applicant and shall terminate upon the sale of the lot.
- D. Written variance applications shall be acted upon by the Director within thirty (30) days of receipt. Variance applications denied by the Director may be appealed by filing a written appeal with the Board of Appeals within fifteen (15) days of the date of denial. The Board shall act upon the appeal at its next available meeting following receipt of the appeal.
- E. No parking or loading area shall be used for the sale, repair, dismantling or servicing or storing of any vehicle, equipment, materials or supplies.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 757, § 2, 5-9-2018; Ord. No. 772, § 4, 2-4-2019)

2.5.5 Design criteria.

- A. **Parking Space Area Requirements.** Including aisles, entrances and exits, each required off-street parking area, lot or other facility shall contain a minimum of 300 square feet of space for each vehicle to be accommodated. Not less than 80% of the parking spaces required by this Ordinance shall be standard parking spaces (9 feet by 19 feet). The dimensions of parking spaces and aisles shall be in accordance with the Parking Standards Illustration (Table 2.3). In order to reduce impervious area, projects using runoff reduction measures may use alternative off street parking dimensions as specified in Table 2.3.a. Accessible parking shall be designed and provided in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.
- B. **Permitted Percentage of Compact Car Parking Spaces.** Up to 20% of the parking spaces required by this Ordinance may be compact car parking spaces (8 feet by 16 feet). Compact spaces shall be located on the periphery of the parking lot wherever possible.
- C. **Minimum Parking Bay Width.** The minimum width for 90 degree parking bays shall be 60 feet for standard spaces and 54 feet for compact spaces, except for projects using runoff reduction measures, as noted in 2.5.5.A above.

- D. Off-street parking lots, whether public or private, shall be graded to insure proper drainage, surfaced with concrete or asphalt on an approved base and maintained in good condition free of weeds, dust, trash and debris. A gravel surface may be used for parking when such parking is in excess of code requirements and located within 700' of a waterway.
- E. Tree Preservation. To allow an existing or new development to preserve healthy existing trees within or adjacent to a parking lot, the number of required off-street parking spaces may be reduced by up to twenty percent (20%).
- F. Within residential districts, gravel parking in existence as of 01/01/01 may remain. Such gravel parking areas shall accommodate a maximum of two vehicles and shall be contained on three sides by landscape timbers.
- G. Pervious paving materials for parking areas are allowed as part of an approved stormwater management plan for the site with a long-term maintenance agreement.
- H. Parking Lot Landscaping. See, Sec. 2.3.5.
- I. Multifunctional Functional Runoff Reduction Measures. To encourage multifunctional runoff reduction measures and provide incentives for their use, bioretention areas, vegetated swales, planter boxes, rainwater harvesting systems, and other vegetated BMPs may be used to meet the perimeter island, interior island, and median island landscaping requirements of this Chapter, and may be constructed in the designated landscape areas if part of an approved stormwater management plan for the site and if screening functions are maintained.
- J. Tandem Parking. Enclosed tandem parking spaces shall only count for one required parking space, since only one space is fully accessible.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, §§ 6—9, 2-6-2017; Ord. No. 772, § 5, 2-4-2019)

2.5.6 Public street access.

- A. *Access to Parking Lots.* A plan of entrances, exits and storm water drainage shall be submitted to the Department of Community Development and approved prior to the issuance of a development permit for off-street parking lots, whether public or private. Installation of entrances, exits and drainage systems shall have been completed prior to the issuance of a certificate of occupancy. All curb cut locations as well as widths shall comply with the Alpharetta Standard Drawings.
- B. *Driveways and Curb Cuts.* Local structures may have access points to parking lots as needed to fit the development, in accordance with professional traffic engineering practice. In general, curb cuts shall be spaced at least 300 feet apart and be located at least 300 feet away from a street intersection. An individual residential lot shall not have more than one (1) curb cut per 300 feet of street frontage.
- C. *Vision Clearance.* In all districts no fence, wall, shrubbery or other obstruction to vision between the heights of 2½ feet and 10 feet above the finished grade of streets shall be erected, permitted or maintained within 20 feet of the intersection of the right-of-way lines of streets.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, §§ 6—9, 2-6-2017; Ord. No. 843, § 3(Exh. C), 4-18-2022)

2.5.7 Electric Vehicle Charging Stations (EVCS).

All non-residential and Dwelling, 'For-Rent' developments requiring 100 or more vehicle parking spaces shall provide electric vehicle charging stations. One (1) Level 2 EVCS for every 25 required vehicle parking spaces or one (1) Level 3 EVCS for every 100 required vehicle parking spaces shall be required.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 864, § 2(Exh. B), 10-16-2023)

2.5.8 Number of bicycle parking spaces required.

A. *Residential Uses.*

Dwelling, 'For-Rent':

One (1) bicycle space for every two (2) units.

B. *Business Uses.*

Retail, Office, Hotel, Place of Assembly, Entertainment:

One (1) bicycle space for every 25 required vehicle parking spaces.

C. *Public and Semipublic Uses.*

Schools (public/private):

One (1) bicycle space for every ten (10) employees, plus one (1) space for every four (4) students.

D. *Miscellaneous/Other.*

To be determined by the Transportation Engineer and/or Zoning Administrator.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.9 Prohibited parking.

A. Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, no person shall:

1. Park a vehicle, except temporarily for the purpose of and while actually engaged in loading or unloading of property or passengers, in acceleration or deceleration lane; or
2. Park a vehicle overnight in a cul-de-sac located in a residential district.
3. Park a vehicle on an unpaved surface in any commercial district, the front yard of a residence or the side or rear yard if the side or rear yard fronts on the street, except as provided for in Subsection 2.5.5(F).

B. The City may, but is not required to, post no parking signs in areas where parking is prohibited in Paragraph 'A' above, and the failure to post signs shall not excuse any person from compliance with Paragraph 'A'.

C. Paragraph 'A' of this section shall not apply to the driver of any vehicle which is disabled while on the roadway in such a manner and to such extent that is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.

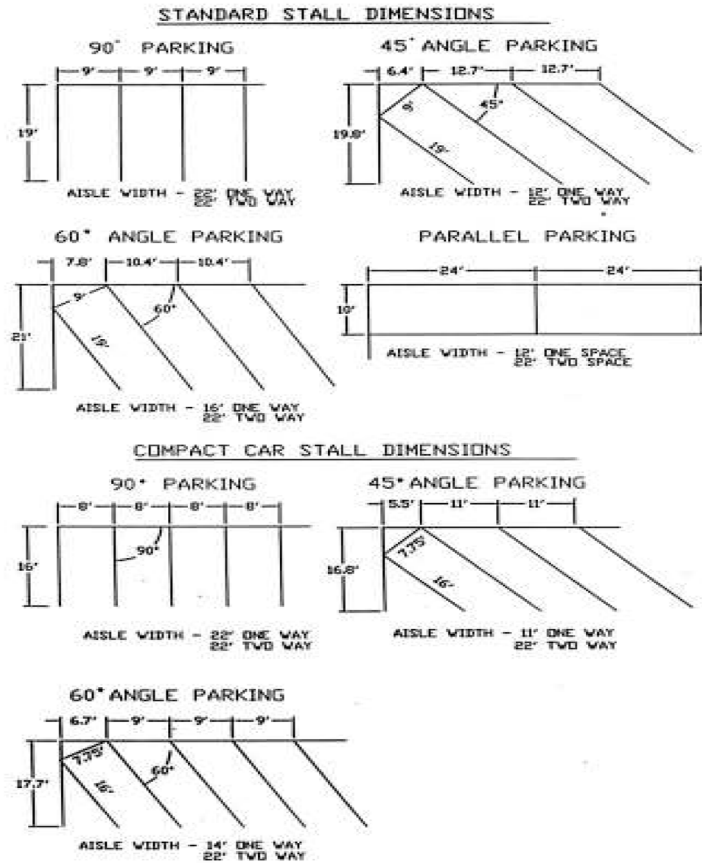
D. No inoperable vehicle shall be parked or stored on a street within a residential district. An automobile or other vehicle shall be deemed inoperable if it meets any one of the following criteria:

1. It does not meet the Official Code of Georgia requirements for operating on a public street;
2. It is extensively damaged, such damage including but not limited to any of the following: missing wheels, tires, motor or transmission;
3. It is not operable on the public streets because it is not currently registered with the Georgia Department of Motor Vehicles;

4. It is not capable of being operated on a public street due to missing or inoperable mechanical or electronic parts; or
5. It has been continuously parked in the same location for a period of thirty (30) consecutive days.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 843, § 3(Exh. C), 4-18-2022)

TABLE 2.3 - PARKING LOT STANDARDS



NOTES:

1. FIRE LANES SHALL BE A MINIMUM OF TWENTY-FOUR (24) FEET.
2. DIMENSIONS SHOWN FOR PARKING STALLS ARE MINIMUM. COLUMNS & OTHER OBSTRUCTIONS WILL BE ALLOWED IN THE FRONT TWO (2) FEET AND REAR FIVE (5) FEET OF THE LENGTH OF THE STALL, AND SHALL NOT INTRUDE MORE THAN SIX (6) INCHES INTO THE WIDTH OF THE STALL.
3. REFERENCE CITY OF ALPHARETTA STANDARD PLANS FOR CONSTRUCTION DETAILS.

Table 2.3.a Alternative Criteria for Off-Street Parking

The following are recommended alternative criteria for off-street parking design to reduce impervious area of the site.

Angle	Base Module	Vehicle Projection	Aisle Width	Single Loaded Module	Wall to Interlock	Interlock to Interlock	Curb to Curb	Overhang
Θ	M ₁	VP	A	M ₂	M ₃	M ₄	M ₅	Overhang
30	41'-2"	15'-1"	11'-0"	26'-1"	37'-6"	33'-10"	38'-8"	1'-3"

45	47'-0"	17'-7"	11'-10"	29'-5"	44'-0"	41'-0"	43'-6"	1'-9"
60	51'-6"	19'-0"	13'-6"	32'-6"	49'-4"	47'-2"	47'-2"	2'-2"
90	59'-0"	18'-0"	23'-0"	41'-0"	59'-0"	59'-0"	54'-0"	2'-6"
	Low Turnover			Medium Turnover			High Turnover	
Angle	Width Projection	Interlock	Width Projection	Interlock	Width Projection	Interlock	Width Projection	Interlock
Θ	WP	I	WP	I	WP	I	WP	I
30	16'-6"	3'-7"	17'-0"	3'-8"	16'-6"	3'-9"	18'-0"	3'-11"
45	11'-8"	2'-11"	12'-0"	3'-0"	12'-4"	3'-1"	12'-9"	3'-2"
60	9'-6"	2'-1"	9'-10"	2'-2"	10'-1"	2'-2"	10'-5"	2'-3"
90	8'-3"	0'-0"	8'-6"	0'-0"	8'-9"	0'-0"	9'-0"	0'-0"

Source: Urban Land Institute (2010). The Dimensions of Parking, Fifth Edition. National Parking Association.

Notes: Recommendations assume (1) one-way traffic for aisles less than 90 degrees, and two-way traffic for 90 degree parking; (2) double loaded aisles; and (3) a design vehicle that is 6'7" by 17'3".

Exhibit "B"

Sec. 2.4. Parking and Loading.

2.4.1. Vehicle Parking.

- A. Every use must provide and maintain vehicular parking in accordance with the Vehicular Parking Requirements Table, except those properties in the Downtown Overlay that are located south of Old Milton Parkway, north of Mayfield Road on the west side of Highway 9, and north of Cumming Street on the east side of Highway 9 shall provide vehicular parking in accordance with Unified Development Code Section 2.5 Parking and Loading.
- B. Vehicular Parking Requirements Table.

Use	Parking Space Ratio
Residential Activities	
Dwelling, 'For-Sale,' Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Dwelling, 'For-Sale,' Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Dwelling, 'For-Rent'	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Bed & Breakfast	Min. 1 per guest bedroom
Hotel	Min. 1 space per guest room, plus 1 employee space per 20 guest rooms, plus 1 per 500 sf of convention rooms, conference rooms, ballrooms, restaurant and retail shops
Congregate Housing, Assisted Living Facility	Min. 1 per 2 sleeping rooms
Home-Elderly, Children, Nursing	Min. 1 per 2 sleeping rooms
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or mausoleum)	Min. 1 per 4 seats in chapel or parlor, plus sufficient space to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf
Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats

Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, plus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas
Wholesale/Industrial Uses	
Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards	Min. 1 per 1,000 sf
Public and Semipublic Uses	
Hospital	Min. 1 per bed, plus 1 per 200 sf for outpatient treatment areas
Church, Synagogue, Other Place of Worship	Min. 1 per 2 seats in the principal assembly room
Places of assembly or indoor recreation without fixed seats	Min. 1 per 500 sf playing court, rink, playing field and spectator area, plus 1 per 200 sf of patron use areas
Schools, elementary and middle schools	Min. 1 <u>two (2)</u> per classroom and administrative office, plus 5 visitor spaces; <u>however, each school property shall have a minimum of 5 parking spaces.</u>
Schools, senior high	Applicants must submit a parking study (prepared by an independent third party) to determine minimum parking requirements. The study must estimate parking demand based on reliable data collected from comparable uses or on external data from credible research organizations (e.g. Institute of Transportation Engineers or American Planning Association). It must also consider the number of students, staff, classrooms, visitors, and the availability of busing. In no case may the minimum requirement be less than 1 per classroom and administrative office, plus 1 per 4 students (based on the design capacity of the school)
Other public building	Min. 1 per 300 sf

C. Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table:

1. Off-street parking located on the same site or lot as the use it serves;
2. On-street parking located adjacent to and on the same side of the street as the site or lot containing the use it serves; and

D. When a use provides more than 120% of the minimum number of spaces required by the Vehicular Parking Requirements Table, any additional spaces in a surface parking lot must be constructed of pervious paving materials. For the purpose of conforming to this requirement, any on-street spaces or off-street spaces in parking structures must be counted towards satisfying the minimum requirement.

E. Parking In-Lieu Fees.

1. The city council may authorize vehicular parking requirements to be satisfied through payment of parking in-lieu fees according to the following fee schedule:

Parking In-Lieu Fee Schedule

If the Number of Required Spaces Satisfied through In-Lieu Program is Between:	The Fee Due is:
1—5 spaces	\$4,500 per space
6—20 spaces	\$22,500 + \$8,000 per space over 5
21—40 spaces	\$142,500 + \$14,000 per space over 20
41 spaces and greater	\$422,500 + \$20,000 per space over 40

2. Applications to use parking in-lieu fees must be made to the city council, which will then hold a public hearing to approve or deny the application. The city council must consider the following in reviewing an application for parking in-lieu:

- a. The availability of parking in the Downtown Overlay;
- b. The availability of alternative transportation in the Downtown Overlay;
- c. The impact on the public health, safety, and general welfare; and
- d. Other considerations deemed material to the application by city council.

3. Following approval of a parking in-lieu fee application, the fee must be paid in a lump sum either:

- a. Prior to the issuance of a building permit; or
- b. Prior to the issuance of a business license for the use for which the parking is required, if no building permit is required.

4. When parking in-lieu fees are utilized, the following apply if the use is changed or discontinued:

- a. If a use is enlarged or replaced by a use that requires more parking, the additional parking requirement may be met by paying additional parking in-lieu fees.
- b. If a use is reduced in area, or wholly or partially becomes vacant, or is replaced by a use that requires less parking, no additional parking in-lieu fees are required.
- c. If a use is destroyed, the property owner may count its parking in-lieu fee spaces towards meeting the requirement of new uses built on-site, subject to "a" and "b" above.
- d. A change of ownership or the dividing or merging of lots will not affect parking in-lieu fees or any determination that parking requirements have been met according to fees paid for a particular use, except when the change of ownership results in one of the conditions identified in "a" through "c" above.

F. On-Site Parking Special Exceptions.

1. The following applies in place of Section 4.5.5 of the Unified Development Code when some or all of the required on-site parking is not provided and said requirement is not otherwise fully or partially satisfied through the payment of parking in-lieu fees.
2. Parking special exceptions shall be heard by the Planning Commission and decided by the City Council utilizing the same process required for conditional use applications under Section 4.2. of the Unified Development Code, except the conditional use standards of Section 4.2.3.C. shall not apply.
3. Parking special exceptions may be granted when the character of the use is such that the full provisions of on-site parking facilities is unnecessary, or when a site is unable to accommodate the required number of parking spaces due to the site's size, shape, topography, existing buildings, existing trees, other natural features, or required buffers.
4. The City Council may impose conditions of approval on the special exception in order to protect the public health, safety, and general welfare.
5. In no case shall a special exception be granted from the conditions of approval imposed on a property through a zoning change granted by the City Council.

(Ord. No. 732, § 43, 2-6-2017; Ord. No. 736, § 3, 3-20-2017; Ord. No. 753, § 1(Exh. A), 3-19-2018; Ord. No. 859, § 1(Exh. A), 6-26-2023)

2.4.2. Bicycle Parking.

- A. Facilities that provide or require 25 or more vehicle parking spaces must provide a minimum of 1 bicycle parking space, plus 1 space for each additional 25 provided vehicle parking spaces, provided that no site may have fewer than 3 spaces nor be required to exceed 30 bicycle spaces.
- B. Bicycle parking facilities must comply with the following provisions.
 1. Each required bicycle parking space must be at least 2 feet by 6 feet. Where a bike can be locked on both sides of a bicycle rack without conflict, each side can be counted as a required space.
 2. Bicycle racks must be securely anchored, be easily usable with both U-locks and cable locks, and support a bicycle at 2 points of contact to prevent damage to the bicycle wheels and frame.
 3. Bicycle parking must be provided in a well-lit area.
 4. Spacing of the bicycle racks must provide clear and maneuverable access.
 5. Bicycle parking may be placed within the public right-of-way, provided the encroachment is approved by the City Transportation Engineer.
 6. Bicycle parking spaces must be as close as or closer than the nearest vehicle parking space (as measured along a pedestrian walkway from the door of the use the parking serves).

2.4.3. Driveways.

- A. Applicability. The following applies to driveways, including those serving alleys, but not to new streets in conformance with Section 2.3.3.
- B. Width. Unless approved by the City Transportation Engineer or required by the Georgia Department of Transportation along a State highway, the maximum width of curb cuts, not including flares or returns at the throat of the facility, for entrances, exits, service drives and similar facilities shall be 24 feet for two-way entrances and 12 feet for one-way entrances.

- C. Number. The maximum number of driveways allowed on a site shall not exceed an amount equal to one driveway for every 300 feet of total street frontage or fraction thereof. All parcels are permitted at least one driveway.
- D. Location. Driveways may not be located on an arterial street when access is available from a collector or local street.

2.4.4. Design of Parking Structures.

- A. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the closest adjacent street (not including an alley). Such active use shall have a minimum depth of 20 feet.
- B. Where upper stories of structured parking are adjacent to or visible from any street, they must be screened so that cars and ramps are not clearly visible from ground level view from the adjacent parcel or the adjacent street (not including an alley).
- C. Structured parking facades adjacent to or visible from any street must have the appearance of a horizontal storied building.

2.4.5. Loading.

- A. On-site loading space is not required.
- B. Loading areas must be located to the rear of buildings. Loading areas must not be placed between a building and the closest adjacent street.
- C. Screening. If a loading area is provided, it must meet the following.
 - 1. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley), the entire length of the loading area must be screened.
 - 2. Screening must consist of either:
 - a. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - b. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

2.4.6. Vehicle Access and Parking Locations.

- A. No driveway or off-street parking lots may be located between a building and the closest street unless an intervening approved building type exists.
- B. Off-street parking for the following must be accessed from alleys:
 - 1. Townhouses on lots of any width.
 - 2. All other building types on lots less than 50 feet in width.
- C. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.
- D. Each 'For Sale' dwelling unit shall have a minimum 18' long and 10' wide paved driveway, as measured from the garage to the back of sidewalk, or back of curb where a sidewalk is not provided.

- E. Enclosed tandem parking spaces shall only count for one required parking space, since only one space is fully accessible.

(Ord. No. 772, § 7, 2-4-2019)

EXHIBIT B



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND CERTAIN ZONING DISTRICT TITLES AND DESCRIPTIONS; TO AMEND CERTAIN ZONING DISTRICTS TO CLARIFY THAT THEY ARE IN ACCORDANCE WITH A MASTER PLAN; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the “City Council” or “Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City’s operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

Section 1: Article II, Section 2.1 titled “Zoning Districts” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 2: Article II, Section 2.2 titled “Permitted Use Districts and Regulations” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “B” attached hereto as if fully set forth herein.

Section 3: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as

applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of April ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

Exhibit "A"

SECTION 2.1 - ZONING DISTRICTS

2.1.1 Establishment of zoning districts.

In order to regulate, restrict and segregate the uses of land and structures, and to regulate and restrict the height and bulk of structures and the area of yards and other open spaces about structures, to regulate and restrict density of population, and to implement the intent of this Ordinance, the incorporated area of the City of Alpharetta, is hereby divided into the following zoning districts:

AG Agriculture. An area to be used either at present or in the future for agriculturally related uses including the production of crops, general farming, raising and breeding of farm animals and poultry. This would include the development of large lot dwelling, 'For-Sale', detached residential subdivisions (five-acre dwelling, 'For-Sale', lots or larger).

RE Residential Estate. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 3 acres.

R Dwelling, 'For-Sale' Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than one acre.

R-22 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 22,000 square feet.

R-15 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 15,000 square feet.

R-12 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 12,000 square feet.

R-10 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 10,000 square feet.

R-4A Dwelling, 'For-Sale', Attached Residential—~~Low~~ Medium Density. A district intended for attached 'For-Sale' residential dwellings and related uses, at a density of up to four (4) dwelling units per gross acre.

R-4D Dwelling, Single-Family 'For Sale' Detached Residential—~~Low~~ Medium Density. A district intended for single-family detached residential and related uses, at a density of up to four (4) dwelling units per gross acre on lots of no less than 5,000 square feet.

R-8A/D Dwelling, 'For-Sale', Attached/Detached Residential—~~Medium~~ High Density. A district intended for attached/detached 'For-Sale' residential dwellings and related uses, at a density of up to eight (8) dwelling units per gross acre Attached and 4,500 sq. ft. Detached.

R-10M Dwelling, 'For-Rent' or 'For-Sale' Residential. A district intended for rental or 'For-Sale' residential and related uses, at a density of up to ten (10) dwelling units per gross acre ~~Attached and 4,500 sq. ft. Detached.~~

CUP Community Unit Plan. A planned mixed-use district which allows the combination of dwelling, 'For-Sale', and dwelling, 'For-Rent', residential uses, neighborhood shopping use, or office and institutional use in accordance with a specific ~~concept~~ master plan.

O-P Office-Professional. A district primarily intended to provide for business and professional offices, hospitals, medical and dental clinics, and limited commercial activity.

O-I Office-Institutional. A district for planned office developments. Commercial activities related to the overall development are also permitted in combination with the office development, but only as accessory uses in accordance with a specific master plan, such as a coffee shop within an office building.

C-1 Neighborhood Commercial. A district for shopping centers and retail establishments with a market orientation serving the surrounding neighborhood and community with convenience goods, limited retail sales, and personal services.

C-2 General Commercial. A mixed-use district which allows general office, commercial and service uses designed to provide convenience goods, shopper goods, and highway commercial sales and services.

PSC Planned Shopping Center. A district intended to accommodate a group of retail sales and services establishments planned, constructed, and managed as a total entity, in accordance with a specific master plan.

L-I Light Industrial. A district primarily intended for limited manufacturing, assembling, wholesaling, warehousing, and related activities.

OSR Open Space and Recreational. Areas set aside for dedicated open space, lakes and recreational facilities for use of City residents.

SU Special Use. A district set aside to include elementary, middle and high schools, colleges and universities, facilities for social and fraternal organizations and governmental institutions and facilities.

MU Mixed Use. A district intended to allow for the development of a mix of uses ~~within the framework of a master plan~~ in accordance with a specific master plan.

Exhibit "B"

SECTION 2.2 - PERMITTED USE DISTRICTS AND REGULATIONS

The following provisions apply to each of the zoning districts, as noted. In addition, requirements are contained in the Supplementary Regulations and in other Sections that apply to some or all of the Zoning Districts collectively.

~~SECTION 2.2 a – CONDITIONAL USE REVIEW CRITERIA~~

~~When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:~~

- ~~1.Site design.~~
 - ~~2.Property access.~~
 - ~~3.Hours of operation of the business.~~
 - ~~4.Vehicular trips generated by the use.~~
 - ~~5.Impact of the use on surrounding properties.~~
 - ~~6.Impact of the use on the natural features of the site.~~
 - ~~7.Separation from similar uses and conflicting uses.~~
- ~~(Ord. No. 807, § 2(Exh. B), 9-8-2020)~~

2.2.8 R-4A dwelling, 'for-sale', attached residential—~~Low~~ Medium density.

- A. *Permitted Principal Uses.* A property in the R-4A district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Attached.
 2. Semipublic Uses, Utilities.
 - a. Park or Playground.
- B. *Accessory Uses.* A property in the R-4A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

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2. Home Occupation in a residence.
 3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-4A district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—1 acre.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—30 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard:

From lot line of adjacent property—20.

Between building groupings—20 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

2.2.8a R-4D dwelling, 'for sale' detached residential—~~Low~~ Medium density.

A. *Permitted Principal Uses.* A property in the R-4D district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, Single-Family Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-4D district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-4D district may be used for any of the following only upon approval as a conditional use by the City Council.

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—5,000 sf.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—50 ft.

Minimum Setbacks.

Front yard—from all street frontages.

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—5 feet.

Corner Side Yard—10 feet.

Rear yard:

With Rear Alley—0'.

No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

(Ord. No. 692, § 1(Exh. 1), 7-21-2014)

2.2.9 R-8A/D dwelling, 'for-sale', attached/detached residential—Medium High density.

A. *Permitted Principal Uses.* A property in the R-8A/D district may be used for those uses in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Attached and Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-8A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.

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3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-8A district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—the development shall occupy a total of at least 1 acre Attached, 4,500 sq. ft. Detached. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—8 per gross acre.

Minimum Lot Width—50 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard.

From lot line of adjacent property—5 feet.

Between building groupings—10 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—W/Rear Alley—0', No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

Rear Yard: Alley—0', No Rear Alley—20'

(Ord. No. 675, § 1, 6-3-2013)

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses within the framework of a in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. The district regulations are intended to allow greater design flexibility without increasing overall density.

- A. *Permitted Principal Uses.* A property in the CUP district may be used only for those uses approved as part of the conditions of approval of the CUP zoning on the property including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall CUP development is further limited by the following requirements:

Dwelling, 'For-Sale', Detached Residential: A minimum of 25% of the gross land area of the CUP shall be utilized for 'For-Sale' detached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Sale', Attached Residential: No more than 20% of the gross land area of the CUP may be used for 'For-Sale' attached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Rent', Residential: Rental units and related accessory uses, streets and other facilities shall not exceed 20% of the gross land area of the CUP.

Commercial: Uses permitted in the C-1 category shall not exceed (in aggregate) 10% of the gross land area of the CUP.

Open Space: A minimum of 15% of the gross land area must be set aside as open space.

Office and Light Industrial: The following uses shall not exceed (in aggregate) 25% of the gross land area of the CUP:

Office buildings, office parks, research and development and related accessory uses, streets and other facilities.

Wholesale, storage or industrial uses and related accessory uses, streets and other facilities.

- B. *Accessory Uses.* A property in the CUP district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted under the conditions of approval for the CUP zoning on the property.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Special Care Home in a 'For-Sale' detached dwelling.
5. Swimming pool, tennis court, playhouse, storage shed, patio and other private recreation facilities.

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6. Clubhouse, swimming pool, or community recreation facilities serving a development.
 7. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 8. Signs, subject to all of the requirements regulating signage herein.
 9. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the CUP district may be used for those uses listed in Table 2.2, including any of the following uses if the uses have been included in the conditions of approval for the CUP zoning on the property; or if the uses are designated on the CUP's Concept Plan; or if the CUP's concepts plan identifies district categories (i.e. commercial, office) wherein the use would otherwise be permitted by right or as a conditional use:
1. *Agricultural and Residential Uses.*
 - a. Dwelling, Group (congregate housing, assisted living facility, home-elderly, nursing).
 - b. Dwelling, 'For-Sale' Attached.
 - c. Dwelling, 'For-Sale' Detached.
 - d. Dwelling, 'For-Rent'.
 - e. Bed and Breakfast.
 2. *Business Uses.*
 - a. Animal Hospital, small animals.
 - b. Art Galleries.
 - c. Athletic Facility.
 - d. Automobile Sales and Leasing.
 - e. Automobile Service and Service Station.
 - f. Automotive Parts.
 - g. Bakery.
 - h. Barber Shop.
 - i. Bank, Savings and Loan.
 - j. Beauty Shop.
 - k. Book Store or Stationery.
 - l. Boutique Hotel.
 - m. Bowling Alley.
 - n. Brewery.
 - o. Broadcasting Studio (radio or TV).

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- p. Building Equipment/Material.
 - q. Clinic.
 - r. Contractor's Office with and without outside storage.
 - s. Convenience Market with or without gas pumps.
 - t. Dance Studio.
 - u. Day Care Center.
 - v. Distillery.
 - w. Drug Store.
 - x. Dry Cleaning Pick-up Station.
 - y. Equestrian Center.
 - z. Extended stay hotel (see Section 2.7).
 - aa. Fitness Studio.
 - bb. Florist, Retail without Greenhouse.
 - cc. Funeral Home wino cemetery or mausoleum.
 - dd. Golf, Miniature.
 - ee. Grocery Store.
 - ff. Hardware and Garden Supply Store.
 - gg. Hotel or Motel.
 - hh. Hotel, Hybrid.
 - ii. Laboratory, Research or Commercial.
 - jj. Laundry, Self-Serve, Pick-up.
 - kk. Liquor Store.
 - ll. Office Building or Office Park (Research and Development shall be a permitted use within an existing Office Building or Office Park or where office is a permitted use within an existing master plan).
 - mm. Park, playground.
 - nn. Pet Day Care.
 - oo. Pet Grooming.
 - pp. Print Shop.
 - qq. Public Building.
 - rr. Recreation Facilities, Indoor and Outdoor.

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- ss. Rental Services Establishment without outside storage.
 - tt. Research and Development.
 - uu. Restaurant.
 - vv. Restaurant, with Drive-thru window.
 - ww. Retail Sales and Services Establishments not otherwise listed for this zoning district.
 - xx. Retail Establishment, Mixed Sales.
 - yy. School, Commercial.
 - zz. Shop or Studio, Craftsman/Artist.
 - aaa. Spa Services.
 - bbb. Special Event Facility.
 - ccc. Theater, Cinema.
3. *Wholesale, Storage and Industrial Uses.*
- a. Laundry, Industrial.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Manufacturing, Light.
 - d. Wholesale Establishment.
4. *Semipublic Uses, Utilities.*
- a. Airport, public or private.
 - b. Amphitheater.
 - c. Auditorium.
 - d. Church, Synagogue.
 - e. Club, association or lodge.
 - f. Country Club.
 - g. Fire Station.
 - h. Golf Course, Driving Range.
 - i. Heliport, public or private.
 - j. Hospital.
 - k. Library.
 - l. Museum.
 - m. Parle or Playground.

-
- n. Power Station.
 - o. School, Academic.
 - p. Switching Station (Telecom).
 - q. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - r. Wireless Tower.

D. *District Regulations.* Minimum Lot Size: the minimum area permitted to be zoned for a CUP is 100 acres.

Lot sizes in use areas: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance and shall comply with the minimum lot size required by such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Maximum Density of Dwelling Units: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the lot size or, when applicable, density limitations of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Minimum Lot Width, Minimum Setbacks, Maximum Coverage by Principal Buildings, Maximum Building Height, Minimum Floor Area of a Dwelling Unit, Screening and Buffers: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the requirements of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Open space: Each CUP shall have a minimum of 15% of the gross acres of the CUP dedicated or set aside as open space. Amenities may be included within the 15% open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this Ordinance or other applicable laws.

(Ord. No. 718, §§ 2, 4, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.13 O-I office-institutional.

This district is intended for the development of planned office areas which allow for design flexibility in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. Commercial activities are permitted as subordinate uses to ~~the~~ office development.

A. Permitted Principal Uses. A property in the O-I district may be used only for those uses approved as part of the conditions of approval of the O-I zoning on the property including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall O-I development is further limited by the following requirements:

1. Business Uses.

- a. Bank (lots less than 5 acres)
- b. Office (lots less than 5 acres)

-
- c. Research and Development (lots less than 5 acres subject to Design Review Board approval)
 - d. A use that is permitted in accordance with an approved master plan that is required for rezoning to the O-I district.

B. *Conditional Principal Uses.* A property in the O-I district may be used for the uses listed below and shown in Table 2.2 in accordance with an approved master plan, unless superseded by applicable conditions of approval for rezoning, variance, master plan, master plan amendment, or conditional use. ~~Lots of less than five (5) acres in size may be developed for bank, office or research and development use without public hearing subject to Design Review Board Approval.~~

1. *Residential Uses.*

- a. Dwelling, Group (nursing home, children's home, congregate housing, assisted living facility).

2. *Business Uses.*

- a. Bank, Savings and Loan.
- b. Broadcasting Studio (radio or TV).
- c. Clinic.
- d. Congregate Housing.
- e. Day Care Center.
- f. Drug Store.
- g. Manufacturing, Heavy.
- h. Office Building or Office Park (Research and Development shall be a permitted use within an existing Office Building or Office Park or where office is a permitted use within an existing master plan).
- i. Recreational Facilities (Indoor or Outdoor).
- j. Research and Development.
- k. Special Event Facility.
- l. Theater, Cinema.

3. *Semipublic Uses, Utilities.*

- a. Church, Synagogue.
- b. Club, association or lodge.
- c. Golf Course, Driving Range.
- d. Heliport.
- e. Hospital.
- f. Library.
- g. Museum.

-
- h. Public Building.
 - i. School, Academic.
 - B. *Accessory Uses.* A property in the O-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

 - 1. Dwelling, 'For-Sale', Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is an accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.
 - 2. Privacy and decorative fences and walls.
 - 3. Swimming pool, tennis court, patio and other private recreation facilities.
 - 4. Clubhouse, swimming pool, or community recreation facilities serving a development.
 - 5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 - 6. Signs, subject to all of the requirements regulating signage herein.
 - 7. Retaining walls and other site improvement structures approved as part of the development permit.
 - 8. Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.
 - C. *Conditional Subordinate Uses.* A property in the O-I district may be used for any of the following listed uses upon approval as a conditional use by the City Council provided that the uses in aggregate do not constitute more than 25% of the total project and are not segregated so as to create a retail strip center.
 - 1. *Residential Uses.*
 - a. Reserved.
 - 2. *Business Uses.*
 - a. Animal Hospital, Small Animal.
 - b. Art Galleries.

-
- c. Athletic Facility.
 - d. Automobile Service and Service Station.
 - e. Bakery.
 - f. Barber Shop.
 - g. Beauty Shop.
 - h. Book Store.
 - i. Boutique Hotel.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Car Wash.
 - m. Contractor's Office without outside storage.
 - n. Convenience Market with or without gas pumps.
 - o. Dance Studio.
 - p. Distillery.
 - q. Dry Cleaning Pick-up Station.
 - r. Extended Stay Hotel (see Sec. 2. 7).
 - s. Fitness Studio.
 - t. Florist, Retail without Greenhouse.
 - u. Funeral Home w/out cemetery or mausoleum.
 - v. Golf, Miniature, or Golf Driving Range.
 - w. Hotel/motel.
 - x. Hotel, Hybrid.
 - y. Laboratory, Research or Commercial.
 - z. Liquor Store.
 - aa. Parking Lot, Commercial.
 - bb. Print Shop.
 - cc. Restaurant.
 - dd. Restaurant, with Drive-thru window.
 - ee. Retail Sales & Services Establishments subject to the limitation of [subsection] 2.2.13 B 8.
 - ff. School, Commercial.

-
- gg. Spa Services.
3. *Wholesale, Storage and Industrial Uses.*
- a. Manufacturing, Light.
4. *Semipublic Uses, Utilities.*
- a. Airport.
- b. Amphitheater.
- c. Auditorium.
- d. Country Club.
- e. Fire Station.
- f. Park or Playground.
- g. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- h. Wireless Tower.
- D. *District Regulations.*
- Minimum Lot Area—the development shall occupy a total of not less than 25 acres. No minimum lot size is required for each building within the development.
- Minimum Lot Width—none.
- Minimum Setbacks.
- Front yard—from all street frontages:
- From right-of-way of local street—50 feet.
- From right-of-way of all other streets—65 feet.
- Side yard—15 feet.
- Rear yard—15 feet.
- Maximum Coverage By Principal Buildings—40%.
- Maximum Building Height—40 feet.
- E. *Screening and buffers. (See Sec. 2.3.5.)*
- F. *Open space.* All areas zoned O-I shall have a minimum of 10% of the gross acres dedicated or set aside as open space for developments up to 100 acres and shall have a minimum of 15% of the gross acres dedicated or set aside as open space for developments containing 100 acres or more. Amenities may be included and are encouraged within the open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

(Ord. No. 718, §§ 3, 6, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 813, § 1(Exh. A), 10-26-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.16 PSC planned shopping center.

~~All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center. This district is intended for the development of planned shopping center or specialty shopping center areas which allow for design flexibility in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. Certain residential uses are permitted as principal uses in the shopping center development.~~

- A. Permitted Principal Uses. A property in the PSC district may be used only for those uses approved as part of the conditions of approval of the PSC zoning on the property, including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall PSC development is further limited by the following requirements:

2. Uses.

- a. A use that is permitted in accordance with an approved master plan that is required for rezoning to the PSC district.
- B. Conditional Principal Uses. A property in the PSC district may be used for ~~those the~~ uses listed below and shown in Table 2.2 in accordance with an approved master plan, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use, ~~only upon approval as a conditional use by the city council.~~

1. Residential Uses.

- a. Dwelling, 'For-Sale', Attached (only allowed in the North Point Overlay and not exceeding (8) dwelling units/acre unless additional density is authorized in accordance with said overlay).
- b. Dwelling, 'For-Sale', Detached (only allowed in the North Point Overlay and not exceeding (8) dwelling units/acre unless additional density is authorized in accordance with said overlay).

2. Business Uses.

- a. Art Galleries.
- b. Bakery.
- c. Barber Shop.
- d. Bank, Savings and Loan.
- e. Beauty Shop.
- f. Brewery.
- g. Book Store.
- h. Car Wash.
- i. Carpet and Rug Sales.

-
- j. Clinic.
 - k. Dance Studio.
 - l. Day Care Center.
 - m. Distillery.
 - n. Drug Store (Pharmacy).
 - o. Florist, Retail without Greenhouse.
 - p. Grocery Store (max. 50,000 SF in the North Point Overlay).
 - q. Hardware Store (max. 50,000 SF in the North Point Overlay).
 - r. Home Improvement Store.
 - s. Laundry, Self-Serve, Pick-up.
 - t. Liquor Store.
 - u. Office Building or Park.
 - v. Pest Control Business.
 - w. Rental Services Establishment without outside storage.
 - x. Restaurant.
 - y. Restaurant w/Drive-thru window.
 - z. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - aa. Retail Establishment, Mixed Sales.

- B. *Accessory Uses.* A property in the PSC district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

- 1. Privacy and decorative fences and walls.
- 2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
- 3. Signs, subject to all of the requirements regulating signage herein.
- 4. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Subordinate Uses.* A property in the PSC district may be used for any of the following only upon approval as a conditional use by the City Council and provided that these uses in aggregate do not constitute more than 50% of the site area:

- 1. *Residential Uses.*

-
- a. Reserved.
2. *Business Uses.*
- a. Animal Hospital, small animals.
 - b. Athletic Facility.
 - c. Automobile Service and Service Station.
 - d. Automotive Parts.
 - e. Bowling Alley.
 - f. Boutique Hotel.
 - g. Broadcasting Studio (radio or TV).
 - h. Convenience Center with gas pumps.
 - i. Dry Cleaning Plant.
 - j. Dry Cleaning Plant with pick-up station.
 - k. Fitness Studio.
 - l. Funeral Home with no cemetery or mausoleum.
 - m. Greenhouse, Nursery.
 - n. Golf, Miniature.
 - o. Hotel or Motel.
 - p. Hotel, Hybrid.
 - q. Nail Salon.
 - r. Parking Lot, Commercial.
 - s. Pet Day Care.
 - t. Pet Grooming.
 - u. Print Shop.
 - v. Recreation Facilities, Indoor.
 - w. School, Commercial.
 - x. Shop or Studio, Craftsman/Artist.
 - y. Spa Services.
 - z. Special Event Facility.
 - aa. Theater, Cinema.
3. *Semipublic Uses, Utilities.*

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- a. Auditorium.
 - b. Church, Synagogue.
 - c. Club, fraternity, association or lodge.
 - d. Heliport, public or private.
 - e. Libraries.
 - f. Museum.
 - g. Park or Playground.
 - h. Public Building.
 - i. Recreational Facilities (Outdoor).
 - j. School, Academic.
 - k. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - l. Wholesale Establishment.
 - m. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—the planned development shall occupy a total of at least 10 acres. No minimum lot size is required for each building or related development site within the overall development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. *Screening and buffers.* (See Sec. 2.3.5)

F. *Review Criteria.* The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

- 1. Pedestrian connectivity to all uses.
- 2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.

-
3. Accommodations for public transportation.
 4. Buildings that face or appear to face public roadways.
 5. Appearance standards for buildings and structured parking.
 6. Limitations on uninterrupted building elevations.
 7. Creation of vistas and view corridors within development.
 8. Focal point features at prominent locations and ends of vistas.
 9. Incorporation of natural site features.
 10. Block lengths conducive to pedestrian traffic.
 11. Detention and retention facilities designed to be aesthetically pleasing.
 12. Creative methods for stormwater management to provide additional open space.
 13. Attractive and usable street furniture in public spaces.
 14. Emphasis on a high quality landscape plan.

(Ord. No. 715, § 2, 9-28-2015; Ord. No. 718, §§ 3, 4, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 4, 6, 7-10-2017; Ord. No. 767, §§ 1—3, 10-22-2018; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses ~~within the framework of a in~~ accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

A. *Applicability.* This zoning district is applicable to properties located within:

1. Areas that are primarily non-residential in character; or
2. Along major roadways that are primarily commercial in character; or
3. Historic Downtown Alpharetta; or
4. As noted in the Comprehensive Land Use Plan.

B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property, including those identified in the master plan, and as further limited below, and for "Conditional Uses" below. The use of land within an overall MU development is further limited by the following requirements:

1. Dwelling, attached or detached: At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses. Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.

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2. Commercial: At least 10% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 3. Open Space: MU developments shall incorporate the following amounts and types of open space:
 - a. All developments: A minimum of 10% of the gross land area shall be designed for use as civic space in conformance with Sec. 2.10.10.C of the North Point Overlay.
 - b. Developments with residential uses: In addition to the requirements of "a" immediately above, each MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. This requirement shall not apply in the North Point Overlay, where alternate standards apply.
 4. Office/Institutional: At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 5. Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above (prior to redevelopment) are not subject to said requirements when all of the following are met:
 - a. At least 75% of the total existing floor area remains after redevelopment; and
 - b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
 - c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1", "2" or "4" above.

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

- C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as any additional uses included in the conditions of approval for the MU zoning on the property.

Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, congregate housing).
- b. Dwelling, 'For-Rent'.
- c. Dwelling, 'For-Sale', Attached and Detached.
- d. Bed and Breakfast.

2. *Commercial Uses:*

- a. Art Gallery.
- b. Athletic Facility.
- c. Bakery.
- d. Bank, Savings & Loan.
- e. Barber Shop.
- f. Beauty Shop.
- g. Book Store.
- h. Boutique Hotel.
- i. Brewery.
- j. Clinic.
- k. Dance Studio.
- l. Day Care Center.
- m. Distillery.
- n. Drug Store (Pharmacy).
- o. Dry cleaning, Pickup Station.
- p. Fitness Studio.
- q. Florist, Retail.
- r. Grocery Store (max. 50,000 SF in the North Point Overlay).
- s. Hardware and Garden Supply Store (max. 50,000 SF in the North Point Overlay).
- t. Hotel/Motel.
- u. Hotel, Hybrid.
- v. Liquor Store.
- w. Manufacturing. Heavy.

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- x. Nail Salon.
 - y. Office.
 - z. Pet Grooming.
 - aa. Print Shop.
 - bb. Recreation Facilities, Indoor and Outdoor.
 - cc. Restaurant.
 - dd. Retail Establishment.
 - ee. School, Commercial.
 - ff. Spa Services.
 - gg. Special Event Facility.
 - hh. Theater, Cinema.
3. *Semipublic Uses, Utilities:*
- a. Church, Synagogue.
 - b. Heliport.
 - c. Library.
 - d. Museum.
 - e. Park or Playground.
 - f. Public Building.
 - g. School, Academic.

D. *District Regulations.*

Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.

Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre, except when City Council approves greater density by conditional use in the North Point Overlay. Density shall be calculated based on the gross acreage of the entire MU master plan.

Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.

Maximum Impervious Area: 80% for the entire MU development.

Civic Space: See Sec. 2.20.B.3.

Open Space: Open space may include residential recreational amenities. However, at least 50% of the required open space shall be provided in passive land area(s).

E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:

1. Retail, restaurant, office, and personal service uses at ground level.
2. Pedestrian connectivity to all uses.
3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
4. Accommodations for public transportation.
5. Buildings that face or appear to face public roadways.
6. Appearance standards for buildings and structured parking.
7. Limitations on uninterrupted building elevations.
8. Creation of vistas and view corridors within development.
9. Focal point features at prominent locations and ends of vistas.
10. Incorporation of natural site features.
11. Block lengths conducive to pedestrian traffic.
12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

F. *Time Linkage/Concurrency.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project, subject to the following:

1. *Open Space and Civic Space.* No certificate of occupancy for any use shall be issued until a proportional amount of required open space and civic space has been installed.

Furthermore, when reviewing the phasing strategy or timeline, the City Council may link the issuance of other permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

(Ord. No. 702, § 1(Exh. A), 3-2-2015; Ord. No. 732, § 1, 2-6-2017; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, § 2, 7-10-2017; Ord. No. 749, §§ 2, 3, 9-18-2017; Ord. No. 767, § 4(Exh. A), 10-22-2018; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024.)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district. An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use ~~in that district if a Conditional Use Permit is granted by the City Council in accordance with an approved master plan that is required for rezoning to the district.~~ For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R	R - 2 2	R - 1 5	R - 1 2	R - 1 0	R - 4 A	R - 4 D	R- 8A /D	R- 10 M	CU P*	OI *	O P	C - 1	C - 2	PS C*	L I	O S- R	S U	M U*
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O	S						O		X
Amphitheater												O	S					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O	S			O	O	S	X		
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	S	O	X	X	Ⓜ M	X			O
Asphalt Plant																		O			
Athletic Facility												O	S			O	X	S	X		O
Auditorium	O											O	S	O	O	O	S	X			
Auto Sales and Leasing (Trucks, Vans,												O				O		X			

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district. An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use ~~in that district if a Conditional Use Permit is granted by the City Council~~ in accordance with an approved master plan that is required for rezoning to the district. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R 2	R - 2 5	R - 1 5	R - 1 2	R - 1 0	R - 4 A	R - 4 D	R- 8A /D	R- 10 M	CU P*	OI *	O P	C - 1	C - 2	PS C*	L I	O S- R	S U	M U*
Cars and Accessories)																					
Automotive Parts												O			O	X	S	X			
Automotive Service & Service Station												O	S			X	S	X			
Bakery												O	S	O	X	X	<u>⊖</u> <u>M</u>	X			O
Bank, Savings and Loan, Mortgage Company												O	<u>⊖</u> <u>M</u>	X	X	X	<u>⊖</u> <u>M</u>	X			O
Barber/Beauty Shop												O	S	X	X	X	<u>⊖</u> <u>M</u>				O
Bed and Breakfast	X	O	O	O	O						X	O		X	X	X					O
Book Store or Stationery												O	S	A	X	X	<u>⊖</u> <u>M</u>	X			O
Bottle Gas Storage and Distribution																		X			

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district. An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use ~~in that district if a Conditional Use Permit is granted by the City Council~~ in accordance with an approved master plan that is required for rezoning to the district. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	A G	R E	R R	R - 2 2	R - 1 5	R - 1 2	R - 1 0	R - 4 A	R - 4 D	R- 8A /D	R- 10 M	CU P*	OI *	O P	C - 1	C - 2	PS C*	L I	O S- R	S U	M U*
Boutique Hotel												O	S			O	S	O			O
Bowling Alley												O	S		O	X	S	X			
Brewery												O	S		O	O	⊖ M	X			O
Broadcasting Studio (Radio and TV)	O											O	⊖ M			X	S	X			
Builder's Equipment/Material	O											O				O		X			
Car Wash													S			O	⊖ M	X			
Carpenter Shop, Woodworking	O																	X			
Carpet and Rug Sales															X	X	⊖ M	X			
Cemetery	O																			O	
Check Cashing															O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	⊖ M	O	O	O	S	X		O	O

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district. An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use ~~in that district if a Conditional Use Permit is granted by the City Council~~ in accordance with an approved master plan that is required for rezoning to the district. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

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Clinic, Public/Private												O	O M	X	X	X	O M				O
Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	O	O M	O	O	O	S			O	
Concrete Plant																		O			
Congregate Housing, Assisted Living Facility											O	O	O M		O	O		X			O
Contractor's Office without outside storage												O	S	X	O	X		X			
Contractor's Office with outside storage												O				O		X			
Convenience Center w/Gas Pumps												O	S			X	S	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O	S								

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Dance Studio												O	S		X	X	⊖ <u>M</u>	X			O
Day Care Center												O	⊖ <u>M</u>	X	X	X	⊖ <u>M</u>	X			O
Discount Store																		X			
Distillery												O	S		O	O	⊖ <u>M</u>	X			O
Drug Store (Pharmacy)												O	⊖ <u>M</u>		X	X	⊖ <u>M</u>	X			O
Dry Cleaning, Pick-Up Station												O	S	O	X	X	S	X			O
Dry Cleaning, Plant																		O			
Dwelling, 'For-Sale', Attached								X		X	X	O					⊖ <u>M</u>				O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O					⊖ <u>M</u>				O
Dwelling, 'For-Rent'											X	O									O

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Dwelling, Group											O	O	O <u>M</u>			O	O				O
Equestrian Center	O	O	O	O	O							O								X	
Extended Stay Hotel (see Section 2.7)												O	S			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O									
Farmlands (including Livestock, poultry)	X																				
Fire station												O	S							X	
Fireworks Sales																		X			
Fitness Studio												O	S	O	X	X	S	X			O
Florist, Retail												O	S	O	X	X	O <u>M</u>				O
Funeral Homes with no cemetery												O	S		O	O	S	X			

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or mausoleum																					
Glass Fabrication																		O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O M					O		X	
Golf, Miniature												O	S		O	O	S			X	
Greenhouse, Nursery	O															O	S	X			
Grocery Store												O			O	X	O M	X			O
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X	X				O									
Hardware and Garden Supply Store												O			X	X	O M	X			O
Heliport, Public/Private	O											O	O M				S	X		X	O

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Home Improvement Store																X	⊖ M	X			
Home-Elderly, Children, Nursing											O	O	⊖ M			O	O		X		
Hospital												O	⊖ M			O	X		X	X	
Hotel or Motel												O	S			O	O	S			O
Indoor Shooting Range																			O		
Junk/Salvage Yard																			O		
Kennel	O																		X		
Laboratory, Research Commercial												O	S						X		
Laundry, Industrial												O							O		
Laundry, Self-Serve, Pick-Up												O				X	X	⊖ M	X		

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Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												O	S		O	X	⊖ M	X			O
Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												O	S					X			
Massage Therapy																O		X			
Medical Cannabis or Marijuana Dispensary																		O			

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Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												O	⊖ M		X	X	S	X		X	O
Nail Salon												O			X	X	S	X			O
Office												O	⊖ M	X	X	X	⊖ M	X			O
Park or Playground	X	X	X	X	X	X	X	X	X	X	X	O	S	X	X	X	S	X	X	X	O
Parking Lot, Commercial												O	S		O	X	S	X			
Pawn Shop																		X			
Pest Control Business (with or without onsite chemical storage)															O	O		X			
Pet Day Care												O			X	X	S	X			

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Pet Grooming												O			X	X	S	X			O
Power Station												O							O	O	
Print Shop												O	S	A	X	X	S	X			O
Prison																				O	
Public Building												O	⊖ <u>M</u>	O	O	O	S	X		O	O
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)												O	⊖ <u>M</u>		O	O	S	X			O
Recreational Facilities, Outdoor												O	⊖ <u>M</u>			O	S	X		O	O
Recycling Center																			O		
Rental Services Establishment without												O			O	X	⊖ <u>M</u>	X			

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outside storage																					
Rental Services Establishment with outside storage																		X			
Research and Development												O	<u>⊖</u> M					X			
Restaurant												O	S	O	X	X	<u>⊖</u> M	X			O
Restaurant w/Drive-thru window												O	S		O	X	<u>⊖</u> M	X			
Retail Establishment												O	S	A	X	X	<u>⊖</u> M	X			O
Retail Establishment (Mixed Sales)												O			O	X	<u>⊖</u> M	X			
Sawmill																		O			
School, Academic												O	<u>⊖</u> M	O	X	X	S	X		X	O
School, Commercial												O	S	O	X	X	S	X			O

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(Beauty, Business)																					
Septic Tank, Sales, Construction																		X			
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												O		O	X	X	S	X			
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												O	S	O	O	O	S	X			O
Special Event Facility	O											O	O M		O	O	S	X			O
Storage, Inside																		X			
Storage, Outside																		X			

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Switching Station (Telecom)												O						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	X			
Theater, Cinema												O	⊖ M		O	O	S	X			O
Tire Retreading																		O			
Transfer Station																		O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	S	O	O	O	S	O	O	X	
Welding Shop																		X			
Wholesale Establishment												O					S	X			
Wireless Tower (subject to approval of conditional use permit in	O											O	S			O	S	O		O	

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accordance with Section 2.8.7)																					

(Ord. No. 671, § 1, 2-4-2013; Ord. No. 675, § 1, 6-3-2013; Ord. No. 692, § 1(Exh. 1), 7-21-2014; Ord. No. 703, § 1, 6-1-2015; Ord. No. 704, § 2, 6-1-2015; Ord. No. 708, § 1, 8-10-2015; Ord. No. 715, § 4, 9-28-2015; Ord. No. 718, § 14(Exh. B), 12-14-2015; Ord. No. 730, § 5, 12-5-2016; Ord. No. 741, § 5(Exh. A), 6-5-2017; Ord. No. 744, § 7(Exh. A), 7-10-2017; Ord. No. 767, § 7(Exh. C), 10-22-2018; Ord. No. 772, § 8(Exh. A), 2-4-2019; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 813, § 1(Exh. A), 10-26-2020; Ord. No. 835, § 1(Exh. B), 10-4-2021; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022)

* Uses under the CUP, PSC, MU, and O-I Zoning Districts shall be permissible through an approved master plan ~~amendment~~ and statement of intent.

~~SECTION 2.2 a. — CONDITIONAL USE REVIEW CRITERIA~~

~~When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:~~

1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 18, 2025

AGENDA ITEM:

City Council Meeting Minutes (Special Called Meeting of 7/23/2025)

Consideration of approval of the Special Called City Council meeting minutes from the meeting of July 23, 2025 at 11:30 a.m.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the Special Called City Council meeting minutes from the meeting of June 23, 2025 at 11:30 a.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the Special Called City Council meeting on July 23, 2025 at 11:30 am.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. CC Minutes 7.23.2025 at 1130 am



Special Called
City Council Meeting & Public Hearing
JULY 23, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 11:30 AM

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 11:30 a.m.

2. ROLL CALL

• Council Members

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

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Brooke Lappin, Director of Courts
- Charlie Jewell, Director of Economic Development
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance

- Bret Schroeder, Code Enforcement Manager
- Deanna McKay, Public Communication & Engagement Coordinator
- Michael Woodman, Planning and Development Services Manager

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 6/23/2025 at 11:30 AM)

Consideration of approval of City Council Meeting Minutes from the meeting of June 23, 2025 at 11:30 am.

B. City Council Meeting Minutes (Meeting of 6/23/2025 at 6:30 PM)

Consideration of approval of City Council Meeting Minutes from the meeting of June 23, 2025 at 6:30 pm.

C. Financial Management Report (Month Ending May 31, 2025)

Consideration of approval of the Financial Management Report for the month ending May 31, 2025.

D. Conflict Waiver: City of Milton

Consideration of approval of a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to preparing and approving a Memorandum of Agreement for the development of a North Fulton Comprehensive Transportation Plan and with authorization for the Mayor to execute all documents.

❖ Council Member Mitchell offered a motion to approve the Consent Agenda.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (6-0).

5. NEW BUSINESS

A. Resolution: Participation in an Amicus Brief

Consideration of the adoption of a Resolution authorizing the City to participate in an amicus brief in the Chang v. City of Milton Appeal pending before the Georgia Supreme Court.

- City Attorney, Molly Esswein, read the resolution title aloud and came forward to present this item.
- The City Attorney's Office has requested the City's permission to file an amicus brief (friend of the court legal brief) on the City's behalf in the pending matter before the Georgia Supreme Court referred to as Chang v. City of Milton.

- The case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel.
- Council Member Mitchell asked whether there was a financial contribution from the City of Alpharetta to support Milton's amicus brief is going to the Supreme Court.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the Resolution authorizing the City to participate in an amicus brief in the Chang v. City of Milton Appeal pending before the Georgia Supreme Court.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

B. First Amendment to Intergovernmental Agreement: Mayfield Road Demolition

Consideration of approval of a First Amendment to Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta Regarding a Demolition Project on Mayfield Road and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, & Cultural Services, Morgan Rodgers, came forward to present this item.
- The City of Milton and the City of Alpharetta entered into an Intergovernmental Agreement (IGA) on March 3, 2025 for the demolition of structures on property co-owned by the cities and located at 1470, 1480, and 1490 Mayfield Road.
- The IGA described that the parties would equally split the cost of the demolition services, and that Alpharetta would pay the contractor directly and then invoice Milton for its portion. The original cost of demolition services was \$110,109.00. However, additional services (asbestos abatement and pumping and closing septic tanks) increased the total costs to \$119,109.00 (an increase of \$9,000).
- As such, an amendment to the original March 3, 2025 IGA is necessary to increase the total cost of the project.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve a First Amendment to Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta Regarding a Demolition Project on Mayfield Road and to authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.

- The motion was approved unanimously (6-0).

C. Memorandum of Agreement: North Fulton Comprehensive Transportation Plan (NFCTP)

Consideration of approval of the Memorandum of Agreement between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton, and Johns Creek) for an update of the NFCTP and with authorization for the Mayor to sign all necessary documents.

- Director of Community Development, Kathi Cook, came forward to present this item.
- As part of the Atlanta Regional Commission (ARC) Transportation Improvement Plan (TIP), funding is programmed for a County Comprehensive Transportation Plan (CTP) Assistance Program. This assistance program allows local governments to take the Transportation Elements of their Comprehensive Plans or a Transportation Master Plan, if applicable, and augment them to have a comprehensive evaluation and selection of projects within the Cities and the County. The program funded the original North Fulton Comprehensive Transportation Plan (NFCTP) in 2010 and the subsequent update to the plan in 2018. ARC typically programs funding to update these Countywide CTPs every five (5) years.
- As part of their FY2025 budget, ARC has identified funding for an update to the NFCTP in 2025. Typically, a CTP is managed at a county level with input from municipalities. Since there is no unincorporated area in North Fulton, the five (5) Cities have requested that ARC oversee the CTP process along with a Project Management Team (PMT) which will consist of one (1) city staff member from each of the five (5) cities. The Memorandum of Agreement (MOA) between the five (5) cities will establish management and a decision-making process for the CTP.
- ARC will be the project manager for the plan. They will be responsible for entering into a Project Framework Agreement with Georgia Department of Transportation (GDOT) for the federal funding for this project. ARC will be the recipient of any federal funding for this project and will award and manage any contract and/or subcontract necessary to perform the required planning associated with this project. All invoices will be handled by ARC.
- The City of Alpharetta would need to contribute \$42,880, which represents 17% of the local match.
- After authorization by Councils at all five (5) Cities, the MOA will be executed to begin the procurement process for a consultant to start working on the plan. The CTP plan update process is expected to take 12-18 months for completion between procurement of a consultant, assessment of existing and future transportation elements, community engagement and plan adoption by cities.

CITY COUNCIL DISCUSSION:

- Council Member DeRito inquired regarding the change from \$60,000 that was approved in the midyear budget to \$45,000 that was reflected in the staff report. The

\$17,000 difference once the plan has been completed would move back to the capital budget.

- Council Member Brady asked if Johns Creek taking on administrative and financial roles in terms of this project meant that the City of Alpharetta would fund any gaps or delays in funding.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the Memorandum of Agreement between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton, and Johns Creek) for an update of the NFCTP and to authorize the Mayor to sign all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

D. Request for Proposals 25-117: On-Call Electrical Services for Parks

Consideration of approval of the award of a contract to Meer Electrical for On-Call Electrical Services for Parks and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, & Cultural Services, Morgan Rodgers, came forward to present this item.
- The Parks System has five (5) Divisions with multiple ball fields and facilities that require electrical services (whether it is changing light bulbs, installing new electrical feeds for outlets, repairs to current systems or moving/installing light poles). Meer Electric has provided electrical services for the department since prior to 2010.
- An RFP was compiled and submitted to the Finance Department. RFP 25-117 was issued on May 9, 2025, with proposals received on June 12, 2025. The City received a total of two (2) responses which were submitted to the Evaluation Committee for review and ranking.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of a contract to Meer Electrical for On-Call Electrical Services for Parks and authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

E. Grant Agreement: Community Development Block Grant- ADA Accessibility Improvements to the Adult Activity Center Parking Lot

Consideration of approval of an agreement between Fulton County and the City of Alpharetta for the Community Development Block Grant Program in order to accept grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for Mayor to execute all necessary documents.

- Director of Recreation, Parks, & Cultural Services, Morgan Rodgers, came forward to present this item.
- The United States Department of Housing and Urban Development (HUD) has determined that Fulton County is eligible as an "Urban County" to receive Entitlement CDBG (Community Development Block Grant) funds under Title I of the Housing and Community Development Act of 1974.
- On June 26, 2023, the Mayor and Council of the City of Alpharetta approved entering into a cooperative agreement for Fulton County's CDBG Program for the federal fiscal years 2024, 2025, and 2026. The agreement allows the City to make an application to Fulton County for the allocation of CDBG funds for eligible programs.
- The scope of this project includes the expansion of ADA-accessible parking capacity, improvement of ADA accessibility facilities and accouterments, and the rehabilitation of parking facilities at the Alpharetta Adult Activity Center.
- The facility was constructed in 1988 and draws over 27,000 participants (average age 65-72) annually, who engage in age and ability-appropriate activities five days a week, year-round. The parking area is shared with an adjoining 12-court pickleball and three-court tennis center, estimated to attract over 4,000 participants of all ages annually. The high usage of the facilities places a strain on parking and leads to rapid deterioration of the parking lot. As the local population ages, we are seeing an increasing need for ADA-accessible parking, and improvements to the parking area are needed to ensure that it is safe and easily accessible for our older population.
- The grant has been awarded in the amount of \$110,000, and an agreement now needs to be approved to accept the grant and commit to the terms of the grant agreement. The total cost of the project is estimated to be \$257,359.00. The City's matching portion of this project (\$147,359.00) will come from the City's annual milling and resurfacing project account.
- City Administrator, Chris Lagerbloom, reaffirms Director Rodgers' presentation regarding the grant.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve of an agreement between Fulton County and the City of Alpharetta for the Community Development Block Grant Program in order to accept grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and to authorize the Mayor to execute all necessary documents.

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

F. First Renewal of a Professional Services Agreement Approval: Witt O'Brien's

Consideration of approval of a First Renewal of Professional Services Agreement between Witt O'Brien's, LLC and the City for grant management services and with authorization for the Mayor to execute all necessary documents.

- City Clerk, Lauren Shapiro, came forward to present this item.
- On October 16, 2023, the Mayor and Council approved a Cooperative Agreement for two resources to help expand the city's ability to find new grants and also more effectively manage grants, which includes: the cloud-based eCivis Grant Management Software and Witt O'Brien's Grant Consulting Services. In 2024, Council approved the renewal of both the Grants Network software and the grant consulting services with Witt O'Brien's.
- Since partnering with Witt O'Brien's, the City has utilized their services in drafting and submitting Congressionally Directed Spending applications to Senator Warnock, Senator Ossoff, and Representative McCormick's Offices, reviewed, researched, and drafted potential grant applications for opportunities through the Community Development Block Grant, Georgia Outdoor Stewardship Program Grant, Energy Efficiency and Conservation Block Grant Voucher Program, ARC's Transportation Improvement Program, and private funding through GM's Main Street Grant Program.
- If approved, the City would continue to use the grant management services of Witt O'Brien's through July 30, 2026.

PUBLIC COMMENTS:

- There were no public comments.

CITY COUNCIL DISCUSSION:

- Council Member Mitchell asked about the cost-benefit analysis of utilizing Witt O'Brien's and asked if they are familiar and staying in the loop with the current state of the House of Representatives and Senate policies. He also commented on the savings by using a firm versus using an in-house grant management person.
- Council Member Hipes applauded City Clerk Lauren Shapiro and the rest of the City Staff on initiation of diligently working to get grants and utilizing resources efficiently to complete projects and grant applications.
- Council Member DeRito commended the City Staff for utilizing city resources in evaluating grant funding.

- ❖ Mayor Pro Tem Merkel offered a motion to approve a First Renewal of Professional Services Agreement between Witt O'Brien's, LLC and the City for grant management services and to authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

G. Resolution: Certified City of Ethics

Consideration of adoption of a resolution to adopt the five ethics principles set forth in the Georgia Municipal Association's Certified City of Ethics Program.

- City Attorney, Molly Esswein, read the resolution title aloud.
- In order to maintain the City of Alpharetta's status as a Certified City of Ethics, the Georgia Municipal Association ("GMA") requires each city to adopt (by resolution) GMA's five ethics principals as part of ethics program's recertification process. GMA requires cities to recertify as a City of Ethics every four (4) years.
- After adoption of this resolution, the City Clerk will send a cover letter, this resolution, and the current Ethics Ordinance (which was amended in 2023 by Ordinance 826) to GMA to request recertification.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve of the adoption of a resolution to adopt the five ethics principles set forth in the Georgia Municipal Association's Certified City of Ethics Program.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

6. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Brady offered a motion to recess to Executive Session.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin recessed the meeting for an Executive Session at 12:02 pm for the purposes of litigation, cybersecurity, and personnel.
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin reconvened the meeting at 1:15 pm.

7. WORK SESSION ITEMS

A. Flock Safety Drone as a First Responder Program

- Director of Public Safety, John Robinson, came forward to present this item.
- Alpharetta Department of Public Safety would like to partner with Flock Safety to provide a Drone as a First Responder program.
- The Drone as a First Responder program is an innovative public safety initiative that deploys drones to scenes before responders arrive, providing real-time aerial intelligence. By equipping responders with rapid airborne support, the department can enhance situational awareness, improve response times, and allow first responders to assess incidents more effectively, increasing safety for public safety responders and the community. By reducing risks, aiding in de-escalation, and optimizing resource allocation, DFR has become a valuable tool in modern public safety response.
- The program's cost for the first year is \$150,000, which will be funded by Asset Forfeiture and the General Fund—PS Fleet Replacement.

CITY COUNCIL DISCUSSION:

- Mayor Pro Tem Merkel asked about the liability of drone usage and the lease of equipment.
- Council Member Hipes asked about the difference between the drones currently owned by the City and these flock drones, about purchasing a drone as opposed to leasing it, and the level of monetary investment it requires.
- Council Member Brady asked about the liability of drones and additional costs that we might not be currently aware of (would like to see data from use) and asked why now has been identified as a good time to be an early adopter of drones.
- Council Member Mitchell reaffirms the fact that the funding for the drones can provide additional security for Public Safety officers and would be worth the investment. He also asked what the department would ask for regarding drones after the first year of the pilot program.
- Mayor Gilvin shared a success story of the usage of drones in the City of Dunwoody, Georgia and commented that he is in support of this program.

B. Alcohol Ordinance Amendments: Distance Requirements

- City Clerk, Lauren Shapiro, came forward to present this item.
- A copy of the proposed ordinance is attached hereto as "Exhibit A."
- The proposed ordinance adds definitions for clarity and application and amends distance requirements city-wide and in alignment with State rules and regulations.

CITY COUNCIL DISCUSSION:

- Council Member Mitchell asked about measuring distances in a straight line as opposed to measuring as a pedestrian would walk and how it would apply to current or future establishments in the downtown.
- Council Member Hipes shared that he would like for our city distance requirements to match state-law distance requirements as it applies to schools and to keep the 2,000 feet requirement from package store to package store.

C. Alpharetta Jail Update

- City Administrator, Chris Lagerbloom came forward to present this item.
- The Fulton County Sheriff has communicated that the Alpharetta Jail will cease operations on September 1, 2025.

CITY COUNCIL DISCUSSION:

- Council Member Hipes inquired about funding sources and grant opportunities, staffing numbers and staffing costs, as well as training.
- Council Member Mitchell shares that he would like to move forward with a cost analysis and is in support of this.
- Mayor Pro Tem Merkel shares that he supports this and would like to proceed with a cost analysis.
- Council Member Brady supports this item and thanks staff for their hard work on this.
- Council Member DeRito expresses gratitude for staff that have been diligently working to do a cost analysis and asks about the downsides of operating a jail.
- Mayor Gilvin expressed confidence in moving forward with this recommendation. He stated that it is imperative to provide this service for the residents of the City of Alpharetta and wants to know the costs versus revenues for running a city jail.

D. Downtown Street Lighting and Camera Replacement

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

CITY COUNCIL DISCUSSION:

- Council Member Mitchell shares his distaste towards the design of the streetlight, but understands the safety components. If we were going to use them, it would be best at the intersections or near the Town Green, but would not prefer 13 of these on each side of the corridor.
- Mayor Gilvin expresses concern regarding safety by providing adequate lighting in the downtown district.
- Council Member DeRito shares that it will likely look better when it is on a street pole in the City Center.

- Council Member Hipes shares information he found from Peachtree City implementing this lighting technology.

8. PUBLIC COMMENTS

- There were no public comments.

9. REPORTS

- There were no reports.

10. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 3:32 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, REFERRED TO AS THE ALCOHOL ORDINANCE; TO PROVIDE FOR EFFECTIVE DATES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City of Alpharetta, Georgia, the Mayor and City Council desires to amend, Chapter 4 of the Code of the City of Alpharetta, Georgia, referred to as the Alcohol Ordinance; and

WHEREAS, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law;

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

Section 1. Section 4-1 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding, in alphabetical order, the following bold, and red underlined definitions:

College or college campus shall include such state, county, public or private educational institutions of higher learning and the grounds and buildings owned or occupied by such college. For purposes of this ordinance, the requirements are intended to apply to the main or primary campus or grounds of a college. A subordinate facility shall not be considered a college if all of the following conditions are met: (1) the college is occupying the subordinate facility as a tenant under a lease agreement; (2) the amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility; (3) the subordinate facility is located in a commercially-zoned district; and (4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.

Downtown district shall refer to the area as follows: the area of the city bounded on the north by the northern right-of-way of Church Street, then traveling southward along the western right-of-way of Canton/Roswell Street to the intersection with Old Milton Parkway, then traveling along the northern right-of-way of Old Milton Parkway eastward to the intersection with State Route 9/Main Street, then traveling northward along the eastern boundary of State Route 9/Main Street to the southern

right-of-way of Marietta Street, then by a line drawn to the east to the intersection of Haynes Bridge Road and Thompson Street, then northward along the western right-of-way of Haynes Bridge Road to the intersection of Academy Street, then proceeding westward along the southern right-of-way of Academy Street to the intersection of State Route 9/Main Street, there to travel northward along the western right-of-way of State Route 9/Main Street to the intersection with Church Street. For the purposes of this definition, any licensed establishment, the property of which abuts the described boundaries, shall be considered to be located within the district.

Eating establishment for the purposes of on-premises consumption of alcohol means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total monthly gross food and beverage sales from the sale of prepared meals or food.

Mixed use development district shall mean a property which is zoned MU (Mixed Use) or DT-MU (Downtown Mixed-Use) and is minimum ten acres.

Premises means one physically identifiable place of business operated by the same ownership and overall management and the definite closed or partitioned-in locality where alcohol or alcoholic beverages are manufactured, sold, or offered for sale, whether a room, shop, suite, building, restaurant or club, wherein activities permitted by this chapter are conducted.

Retail package store means the licensed premises at which alcoholic beverages are sold in unbroken packages for consumption off the premises. This definition excludes manufacturers and wholesale dealers.

School or school grounds shall include only such state, county, city, church, private, or other schools that teach the subjects commonly taught in the common schools and colleges of this state and expressly exclude buildings used by school officials solely for administrative purposes in which school children are not regularly taught. For the purpose of this ordinance, schools, pre-kindergarten programs and childcare centers, that are either non-public or private, shall not be deemed a school unless the school, pre-kindergarten program or childcare center satisfies the requirements of O.C.G.A. § 20-2-690(b).

Treatment center means a facility that receives patients and provides services and care for alcoholics, intoxicated persons, drug dependent individuals, or drug abusers in either an outpatient or inpatient setting.

Section 2. Section 4-17 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

(a) For purposes of this section, distances shall be measured as follows:

- (1) In a straight line from the primary door of the premises from which alcoholic beverages are sold or offered for sale;
- (2) To the primary door of the building of a public library, church, government-owned treatment center or a retail package store;
- (3) To the primary entry door for a private residence;
- (5) To the nearest property line of the real property being used for a public park, school or educational purposes;
- (6) To the point indicated by the county board of education as a school bus stop.
- (7) When measuring distances, obstacles added by the licensee or any other party, such as fences or other improvements or obstructions, added with the purpose of increasing the measurement of distance, and where removal of all such obstacles would result in the premises not satisfying any applicable distance requirement, will be ignored. In those instances, the distance shall be measured over or through any such obstacles, as the city deems appropriate, to obtain the proper distance measurement;

~~(a)~~(b) No ~~person, retailer, or~~ retail package store selling wine, beer, and/or malt beverages may sell or offer to sell alcoholic beverages:

- (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
- (2) Within 300 feet of any public library or branch thereof;
- (3) Within 300 feet ~~of the property line~~ of any church, shrine, [or] chapel used exclusively for religious services, and any school grounds or college campus;
- (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children; ~~or~~
- (6) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or

- (7) Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

~~The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges of this state. A school bus stop is defined as a designated place where five or more children board the bus. The public parks referred to herein shall include all public parks, however, the Alphaloop and the Big Creek Greenway shall be excluded from that definition for the purposes of this Code section only.~~

- (c) No retail package store selling distilled spirits may sell or offer to sell alcoholic beverages:

- (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
- (2) Within 300 feet of any public library or branch thereof;
- (3) Within 300 feet of any church, shrine, [or] chapel used exclusively for religious services;
- (4) Within 600 feet of any school grounds or college campus;
- (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children;
- (6) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or
- (7) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein.

~~For premises that are located or proposed to be located in the central business district (as defined in section 1.4.2 of the Unified Development Code), distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the nearest public sidewalk, street or highway, then along such sidewalk, street or highway by the nearest route to the front door of the premises from which alcoholic beverages are to be sold. For premises that are located or proposed to be located in all other areas of the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line~~

~~distance to the point of the premises nearest to such residence, library, property line, park or school bus stop. Every license application shall include a scale drawing of the location of the proposed premises, showing the distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.~~

- (e) ~~The distance requirements of this section pertaining to colleges are intended to apply to the main or primary campus or grounds of a college. For various reasons, a college may occasionally lease subordinate space away from its main campus or grounds to conduct its activities (a subordinate facility). For the purposes of determining compliance with the distance requirements of this section, a subordinate facility shall not be considered a college if all of the following conditions are met:~~

~~(1) The college is occupying the subordinate facility as a tenant under a lease agreement;~~

~~(2) The amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility;~~

~~(3) The subordinate facility is located in a commercially zoned district; and~~

~~(4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.~~

~~Notwithstanding the foregoing, no license for the sale of alcoholic beverages shall be granted with respect to an establishment that is located in the same building as a subordinate facility or within 50 feet of a subordinate facility.~~

- ~~(d) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption license if there exists one or more of the conditions set forth in subsection (d)(1) of this section, and all of the conditions set forth in subsection (d)(2) of this section:~~

~~(1) a. The establishment is designed to be an integral part of planned mixed use development;~~

~~b. The establishment is located within a shopping center with an aggregate leasable area of 50,000 square feet or more;~~

~~c. The primary entrance of the establishment is not directly visible along the line of measurement and is physically separated from the residence;~~

~~d. There are other licensed establishments of a similar nature in the immediate vicinity;~~

~~e. The residence is not a single family detached residence.~~

~~f. The establishment is a contributing historical building as defined by the historic preservation ordinance, and the property is zoned to allow for a use that is suitable for an alcohol license such as a restaurant and/or gourmet food store.~~

~~(2) a. There are practical or economic difficulties in carrying out the strict letter of the distance requirements;~~

~~b. The request is not based primarily on the desire to reduce the cost of developing the site;~~

~~c. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;~~

~~d. The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law.~~

~~(e) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a school grounds or college campus and an eating establishment (as the term "eating establishment" is used in section 4-47) seeking an on-premises consumption license, provided that all of the conditions set forth below exist:~~

~~(1) The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;~~

~~(2) The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;~~

~~(3) There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption would be sold already contains a commercial kitchen;~~

~~(4) — The request is not based primarily on the desire to reduce the cost of developing the site;~~

~~(5) — The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;~~

~~(6) — The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;~~

~~(7) — The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.~~

~~(d) The city council, after notice and a public hearing, may grant a variance to the local minimum distance requirements between any retail package stores and a school bus stop, school grounds or college campus, church, public park, or other retail package stores, provided that all of the conditions set forth below exist:~~

~~(1) The location for which a license to sell retail packages will not substantially diminish the property value, nor alter the essential character of the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance.~~

~~(2) The city council may also impose any conditions which it finds to be necessary to protect the best interest of the surrounding property of the city. Conditions may include, but not be limited to, the hours of operation, parking and landscaping.~~

~~(3) A location that has been granted a waiver or reduction of distance by the city council shall not be required to obtain a new waiver or reduction of distance as a result in change of tenancy, ownership or management, unless a change in use occurs for a time period of 12 months or more.~~

~~(4) The retail package store will meet all distance requirements set and required by the state of Georgia.~~

~~(f)~~(e) To the extent not otherwise prohibited by O.C.G.A. § 3-3-21 or other state law, the operator of a premises shall not be ineligible to receive, maintain, or renew a license due solely to the premises' noncompliance with the distance requirements set forth in section 4-17(a) if:

(1) A duly licensed licensee engaged in the sale or offer for sale of alcoholic beverages on the premises prior to the establishment of any use or activity described in section 4-17(a) that would otherwise make the premises ineligible for a license; and

(2) After establishment of any use or activity described in section 4-17(a), the sale or offer for sale of alcoholic beverages on the premises did not cease for a period of six months or more. Notwithstanding the foregoing, nothing contained in this subsection or elsewhere in this chapter shall be construed or interpreted to affect the status of a license under this chapter 4 as a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law.

Section 3. Section 4-398 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 4. Section 4-399 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 5. Section 4-400 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 6. Section 4-402 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 7. Section 4-450 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 8. Section 4-451 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 9. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 10. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 11. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 18, 2025

AGENDA ITEM:

Ratification of Purdue Opioid Settlement

Consideration of council ratification of the settlement opt-in for National Opioid Settlements with Purdue (its affiliates) and the Sackler family and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, City Council ratification of the settlement opt-in for National Opioid Settlements with Purdue (its affiliates) and the Sackler family and authorize for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors.

The City received this Participation Package because all eligible States and territories, including Georgia, are participating in the Purdue Direct Settlement.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Purdue Opioid Settlement Opt In

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Alpharetta city, GA
Reference Number: CL-1731448

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision or special district ("subdivision").

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Georgia, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims
- The *Memorandum of Understanding* for the Purdue Settlement for subdivisions to execute through the DocuSign process.

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If

the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1)*Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2)*Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3)*Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation*

Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or mdevine@law.ga.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Alpharetta city	State: GA
Authorized Signatory: Jim Gilvin	
Address 1: 2 Park Plaza	
Address 2:	
City, State, Zip: Alpharetta	Georgia 30009
Phone: 6782976020	
Email: jgilvin@alpharetta.ga.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:  2DC6226B6FD44FB...

Name: Jim Gilvin

Title: Mayor

Date: 7/25/2025



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**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlement with Purdue**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On June 17, 2025 the Governmental Entity Settlement Agreement was filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592, (the “Purdue Opioid Settlement” or “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During May 2025, the State opted into the Opioid Settlement. The LGs have until September 30, 2025 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2025 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms



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are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Purdue Opioid Settlement as defined in this 2025 MOU which are allocated to Georgia and its Participating Local Governments under the Purdue Opioid Settlement.
- d. “Opioid Settlement” or “Purdue Opioid Settlement” means the Governmental Entity Settlement Agreement dated June 17, 2025 filed in In re: Purdue Pharma, L.P. et al., Case No. 19-23649-shl in the United States Bankruptcy Court for the Southern District of New York, Doc. 7592.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.



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- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall



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be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2025 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2025 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating



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Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid



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by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any



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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.



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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2025 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.



Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *



Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor

ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF UNDERSTANDING



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- Alpharetta city has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Alpharetta city, and has the authority to execute this document and bind Alpharetta city to the Memorandum.
- Alpharetta city is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Alpharetta city, understands and acknowledges the terms of the Memorandum, and Alpharetta city agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/  
2DC6226B6FD44FB...

Name: Jim Gilvin

Title: Mayor

Date: 7/25/2025

Entity: Alpharetta city, GA

Designated Contact for Purposes of Section VIII.b:

Name: Jim Gilvin

Title: Mayor

Address: 2 Park Plaza

Email: jgilvin@alpharetta.ga.us





STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 18, 2025

AGENDA ITEM:

Quitclaim Deed and Release: Haynes Park Neighborhood Association, Inc.

Consideration of approval of and Quitclaim Deed and Release between the Haynes Park Neighborhood Association and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Quitclaim Deed and Release between the Haynes Park Neighborhood Association and the City of Alpharetta and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Haynes Park Neighborhood Association wishes to deed property to the City of Alpharetta to be used for passive recreation purposes only, including walking, hiking, jogging, bicycle riding and similar activities (along and/or near the Alpha Loop).

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Haynes Park HOA Quitclaim Deed
2. Haynes Park Alpha Loop

After Recording, Return To:

Jarrard & Davis, LLP
Attn: Jeff Strickland
222 Webb Street
Cumming, Georgia 30040

Re. Tax Parcel No.:

12 270007470713

Cross-References:

DB 48644, PG 208
DB 54775, PG 647
PB 380, PG 51

**STATE OF GEORGIA
COUNTY OF FULTON**

QUITCLAIM DEED AND RELEASE

THIS QUITCLAIM DEED ("Deed") is made the ____ day of _____, 2025, between **HAYNES PARK NEIGHBORHOOD ASSOCIATION, INC.**, a Georgia non-profit corporation, as party of the first part (hereinafter referred to as "Grantor"), and the **CITY OF ALPHARETTA, GEORGIA**, a Georgia municipal corporation, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of this Deed, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed and by this Deed does grant, bargain, sell, convey and confirm unto Grantee all that tract or parcel of land containing 119,149 square feet or 2.7353 acres of land, more or less, lying and being in Land Lots 749 and 750 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described in **Exhibit A** and depicted as "Tract 2" on **Exhibit B**, both of which are attached hereto and by this reference made a part hereof, and including all improvements, fixtures, rights, privileges, easements, hereditaments and appurtenances thereto belonging (herein collectively referred to as the "Property").

THIS CONVEYANCE is made subject to the matters set forth on **Exhibit C** attached hereto and by this reference made a part hereof (collectively the "Permitted Exceptions"), with the exception of that certain "Declaration of Protective Covenants and Easements for Haynes Park," recorded at Deed Book 48644, Page 208, Fulton County, Georgia records, and any amendments thereto, from which the Property is specifically hereby released. This conveyance has been approved by at least two-thirds (2/3) of the Grantor's membership.

SAID CONVEYANCE is further subject to the Property being used solely for passive recreation purposes only, including walking, hiking, jogging, bicycle riding and similar activities.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AS AN INDUCEMENT to Grantor to grant and convey the Property to Grantee, Grantee does hereby:

1. Establish and declare in favor of and for the benefit of Grantor those certain irrevocable covenants set forth in **Exhibit D** attached hereto and incorporated herein by this reference. Grantee, by its acceptance and recordation of this Deed, hereby covenants and agrees that the conveyance of the Property is expressly made subject to the covenants set forth in **Exhibit D**; and
2. Abandon and release to Grantor the five foot (5') wide public path and greenway access and maintenance easement currently routed through Grantor's adjacent and retained property (i.e., that parcel depicted as "Tract 1" on **Exhibit B**), as shown on that certain Final Plat of Haynes Park, recorded in Plat Book 380, Page 51 of the Fulton County, Georgia land records.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this Deed as specifically set out below.

GRANTOR:

**HAYNES PARK NEIGHBORHOOD
ASSOCIATION, INC.**

Signed, sealed and delivered
in the presence of:

By:  (seal)
George Wolf, President/CEO


Unofficial Witness Sujana K. S. S. S. S.

Attest: 
Partha Mishra, Corporate Secretary


Notary Public
My Commission Expires: 02/17/2026

(NOTARY SEAL)



(signatures continue on following page)

(signatures continued from previous page)

ACCEPTED AND ACKNOWLEDGED:

GRANTEE:

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to Content:

Attest: _____
Lauren Shapiro, City Clerk

Chris Lagerbloom, City Administrator

Approved as to Form:

Jeff Strickland, City Attorney

EXHIBIT A

DESCRIPTION OF PROPERTY

Being a tract or parcel of land lying within the City of Alpharetta, Georgia and being in Land Lots 749 & 750, 1st District, 2nd Section of Fulton County, Georgia, and said property also being shown as Tract 2 on a Boundary Survey for "Haynes Park" – Townhome Community of which said Tract 2 is part of the overall property for "Haynes Park", as recorded among the Land Records of Fulton County, Georgia in Plat Book 380, Page 51, and finally being more particularly described as follows:

Beginning for the same at a ½ inch rebar found at the common corner of Land Lots 747, 748, 749 & 750 of the aforesaid District and Section, and said point being identified as the point of beginning of the aforesaid recorded plat for "Haynes Park", and finally said point being at State Plane Coordinate (Georgia West Zone) of North: 1,480,026.25; East 2,259,502.71; thence, leaving said Point of Beginning and running with the common line between said Land Lots 749 & 750,

1. South 89° 55' 59" East, 155.70 feet; thence, leaving the aforesaid common line between Land Lots 749 & 750 and running,
2. North 01° 55' 30" West, 153.35 feet; thence,
3. North 01° 07' 28" West, 51.29 feet; thence,
4. South 88° 05' 31" East, 169.81 feet; thence,
5. South 79° 50' 52" East, 199.83 feet; thence,
6. South 78° 58' 00" East, 200.11 feet; thence,
7. South 00° 48' 40" West, 130.00 feet; thence,
8. South 85° 39' 18" West, 537.42 feet; thence,
9. South 85° 35' 09" West, 19.10 feet; thence,
10. North 89° 55' 34" West, 156.30 feet to a ½ inch rebar found on the common line between said Land Lots 747 & 750; thence, running with the said common line between Land Lot 747 & 750,
11. North 00° 50' 38" East, 46.79 feet to the Point of Beginning, containing 119,149 square feet or 2.7353 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

EXHIBIT C

PERMITTED EXCEPTIONS

1. State and Fulton County real estate taxes for the year 2025 and subsequent years.
2. City of Alpharetta real estate taxes for the year 2025 and subsequent years.
3. Except as otherwise specifically released hereinabove, other Easements, Encumbrances and Restrictions of Record.

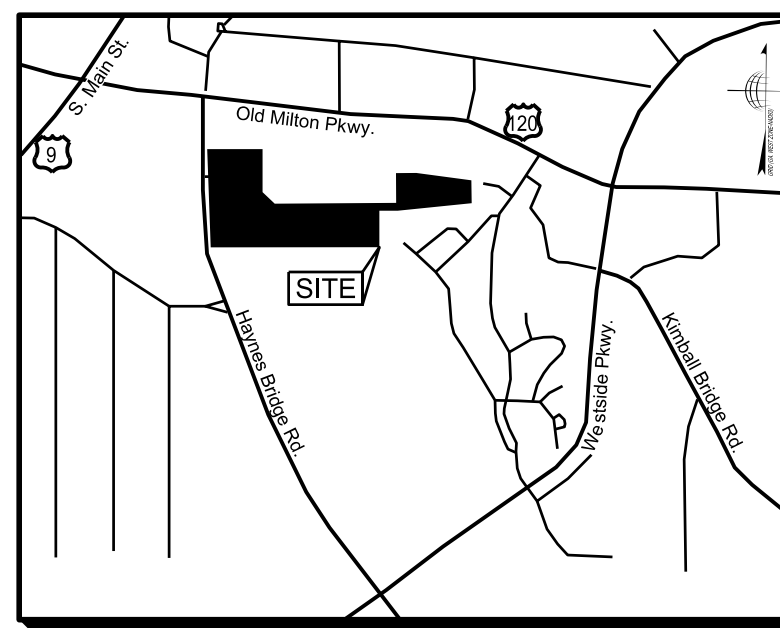
EXHIBIT D

GRANTEE'S COVENANTS

1. The Property shall be used solely for passive recreation purposes only, including walking, hiking, jogging, bicycle riding and similar activities. Members of the general public shall have access and use of the Property for the purposes herein specified, subject to the laws and ordinances of Grantee and the Grantee's Master Plan for the loop and greenway system.
2. The Grantee may install within the Property trails, paths, bikeways and walkways consistent with the City's Master Plan for the greenway/loop system. All construction within the Property by Grantee shall be conducted (i) at Grantee's sole cost and expense, (ii) in a good and workmanlike manner, and (iii) in accordance with all laws, rules and regulations of the Grantee. Following construction, the Property shall be maintained by the Grantee.
3. Notwithstanding the conveyance of the Property, Grantee declares and agrees that Grantor shall continue to be able to utilize the Property in density calculations for its adjacent retained property.
4. Grantee shall provide appropriate plant screening for Grantee's residents located adjacent to the pathway along the eastern border of Grantor's retained property. Grantor acknowledges that Grantee has already completed the plant screening installation along the eastern border of Grantor's retained property.

BOUNDARY SURVEY
FOR
THE CITY OF ALPHARETTA, GEORGIA
("HAYNES PARK"- TOWNHOME COMMUNITY)
LOCATED IN
LAND LOTS 747, 748, 749, & 750,
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

THIS BLOCK RESERVED FOR THE CLERK OF
THE SUPERIOR COURT.



LOCATION MAP

NOT TO SCALE
LAT - 34°04'07.25"N
LONG - 84°17'18.36"W

SURVEY NOTES

EQUIPMENT USED:
A TRIMBLE S1 SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS
AND DISTANCE MEASUREMENTS.
A TRIMBLE R-12 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING
CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED
BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:
THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE AND
TRACT 1 IS ACCURATE WITHIN ONE FOOT IN 270,787 FEET.
TRACT 2 IS ACCURATE WITHIN ONE FOOT IN 1,227,767 FEET.
THE OVERALL TRACT IS ACCURATE WITHIN ONE FOOT IN 458,000 FEET.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAD A CLOSURE OF ONE FOOT
IN 230,200 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS
ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A
GRID BEARING BASE (GA WEST ZONE) NAD83.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNITS
OF THIS SURVEY ARE IN U.S. SURVEY FEET.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON JUNE 16, 2025.

DUE TO VARIANCES IN GPS EQUIPMENT, TECHNIQUES, FEDERAL ADJUSTMENTS
TO STATE PLANE MODELS AND DAILY CONDITIONS IMPACTING GPS RECEPTIVITY,
GPS SOLUTIONS MAY VARY FROM THOSE PROVIDED ON THIS SURVEY BOTH
HORIZONTALLY AND VERTICALLY. ANY AND ALL CONTRACTORS, CONSULTANTS,
INDIVIDUALS OR ENTITIES RELYING ON STATE PLANE COORDINATES TO RELATE
TO DATA PROVIDED ON THIS SURVEY MUST LOCALIZE TO THE SURVEY CONTROL
BENCHMARKS OR PROPERTY MONUMENTATION ESTABLISHED BY THIS SURVEY IN
ORDER TO ENSURE ACCURACY OF DATA. THE OWNER, HIS EMPLOYEES, HIS
CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY
DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ISSUES
ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

INFORMATION REGARDING SIZE, LOCATION, AND SPECIES OF EXISTING TREES IS
SHOWN HEREON. THERE IS NO CERTAINTY OF THE SIZE AND SPECIES OF THE SAID
TREES WITHOUT VERIFICATION FROM THE DESIGNATED ARBORIST BY THE LOCAL
REGULATORY AUTHORITY. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS
CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND
THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY
OF THIS INFORMATION SHOWN HEREON EXCEPT BY APPROVAL OF SAID AUTHORITY.

THIS SURVEY MAY NOT REPRESENT OFFSITE PAINT STRIPING TO THE ACCURACY
REQUIRED FOR LANE DESIGN. TERRAMARK LOCATES THE EDGE OF PAVING AND
CRITICAL POINTS TO REFLECT ACCURATE TOPOGRAPHIC DATA ONLY. ACCURACY OF
PAINT LOCATIONS SHOULD BE VERIFIED WITH SURVEYOR PRIOR TO USING THIS
SURVEY FOR DESIGN.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND
LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN
HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND
IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING.
THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES
SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT
SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS,
HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND
THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY
OF THIS INFORMATION SHOWN HEREON EXCEPT BY APPROVAL OF SAID AUTHORITY.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN
HEREON IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT
THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES
ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE.
THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT
ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE
ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS
CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY
UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS
OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

TERRAMARK LAND SURVEYING, INC. WAS UNABLE TO DETERMINE THE EXTENT OF PIPES
MARKED AS APPROXIMATE DIRECTION ONLY. A FORESOWN PIPE IS DRAWN ON THE
SURVEY TO REFLECT THE OBSERVED DIRECTION BASED UPON A VISUAL INSPECTION
OF THE STRUCTURE ONLY AND IS SHOWN FOR INFORMATIONAL PURPOSES.

STATE WATERS AND BUFFERS AS SHOWN OR NOT SHOWN HEREON ARE SUBJECT TO
REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL
AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE,
TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION
OF SAID WATERS OR BUFFERS IDENTIFIED OR NOT IDENTIFIED HEREON.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN
AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT
PROPERTY AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR
ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON,
PERSONS OR ENTITY WITHOUT THE UNDERSIGNED LAND SURVEYOR CERTIFYING THAT THE SURVEYOR
NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR
NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

RECORDING CERTIFICATE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES
NOT SUBDIVIDE OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL
PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS,
PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE
STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY
LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL
REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE
LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT
COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN
GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET
FORTH IN O.C.G.A. SECTION 15-6-67.

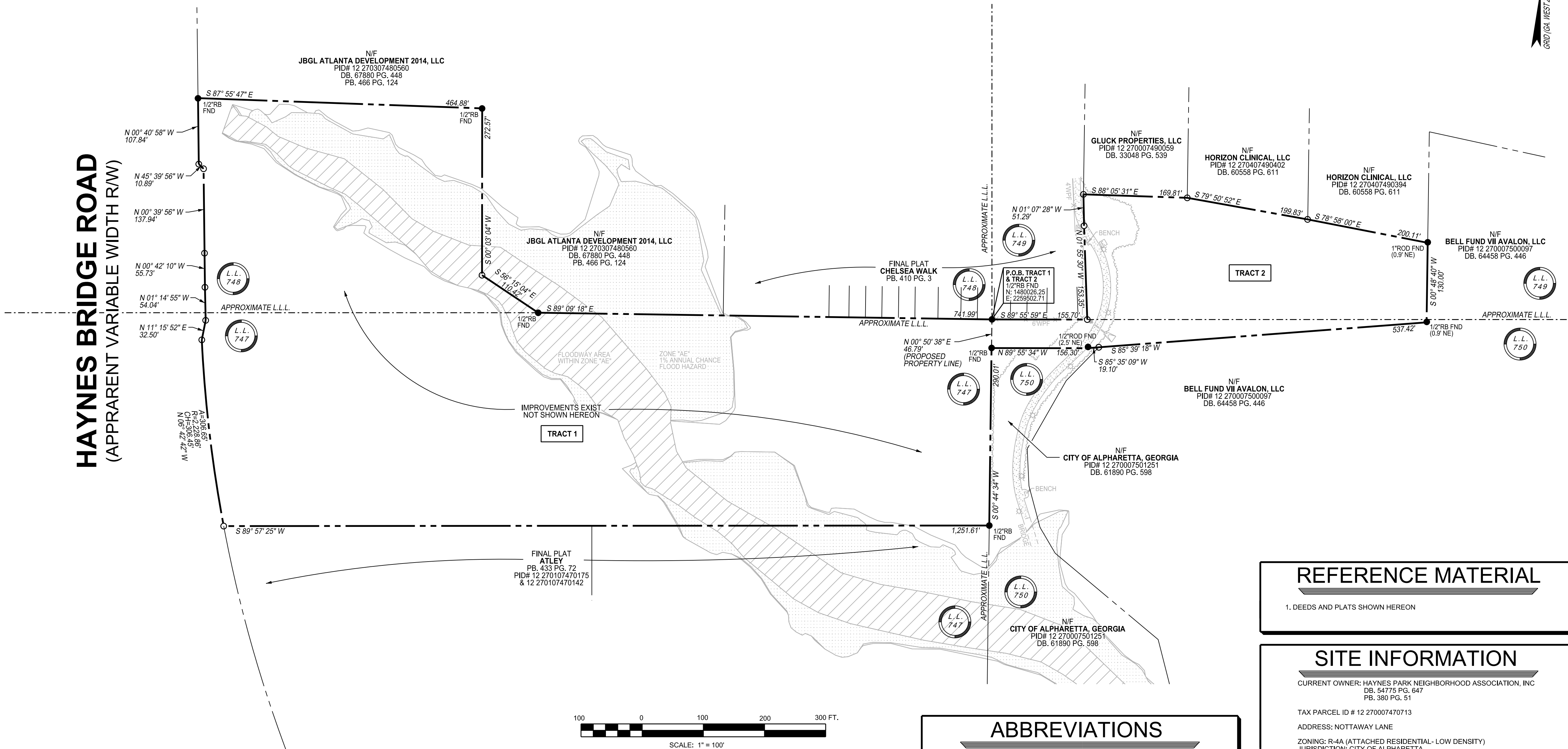


SHEET NO.

1/1

DRAWING# TM 25-134

HAYNES BRIDGE ROAD
(APPARENT VARIABLE WIDTH R/W)



REFERENCE MATERIAL

1. DEEDS AND PLATS SHOWN HEREON

SITE INFORMATION

CURRENT OWNER: HAYNES PARK NEIGHBORHOOD ASSOCIATION, INC.
ADDRESS: NOTTAWAY LANE
PB. 380, PG. 51

TAX PARCEL ID # 12 270007470713

ADDRESS: NOTTAWAY LANE

ZONING: R-4A (ATTACHED RESIDENTIAL - LOW DENSITY)
JURISDICTION: CITY OF ALPHARETTA

TITLE NOTES

ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY,
GEORGIA (PANEL NUMBER 13121C0058P), DATED 9/18/2013; A PORTION OF
THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT,
WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF
HAYNES BRIDGE ROAD.

SPECIAL NOTES

- CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE
BLOCK AND/OR CERTIFICATIONS, THE CERTIFICATIONS AND DECLARATIONS ON THIS
PLAT ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED
AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF
UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE
OR DEVELOPMENT OF THIS PROPERTY.
- PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS AND SURVEYORS, THE TERM "CERTIFICATION" RELATING TO
PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED
STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS
NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
- NO CEMETERIES OR BURIAL GROUNDS HAVE BEEN OBSERVED BY TERRAMARK.
- NO WETLAND DELINEATION MARKINGS HAVE BEEN OBSERVED BY TERRAMARK.
- NO RECENT EARTH MOVING OR BUILDING CONSTRUCTION HAS BEEN OBSERVED
BY TERRAMARK.
- NO CHANGE IN STREET RIGHTS OF WAY HAVE BEEN MADE AVAILABLE TO TERRAMARK.

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC	ACRE	N/F	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
BSL	BUILDING SETBACK LINE	PB	PLAT BOOK
BW	BARB WIRE	PG	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CLF	CHAIN LINK FENCE	POC	POINT OF COMMENCEMENT
CMF	CONCRETE MONUMENT FOUND	R	RADIUS LENGTH
CMP	CORRUGATED METAL PIPE	R/W	RIGHT OF WAY
CONC.	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PIPE	RB	REBAR
DE	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	SDE	STORM DRAINAGE EASEMENT
FDG	FIRE DEPARTMENT CONNECTION	SQ. FT.	SQUARE FEET
FND	FOUND	SSE	SANITARY SEWER EASEMENT
HOPE	HIGH DENSITY POLYETHYLENE PIPE	WVF	WOOD PRIVACY FENCE
IPF	IRON PIN FOUND		

AREA TABLE

TRACT 1 599,664 SQ.FT. OR 13.7664 AC.
TRACT 2 119,149 SQ.FT. OR 2.7353 AC.
TOTAL 718,813 SQ.FT. OR 16.5017 AC.

LEGEND

	CURB AND GUTTER (C&G)		CATCH BASIN (DWCB)		IRRIGATION CONTROL VALVE (ICV)		LIGHT POLE (LP)		CROSSWALK
	FENCE		CATCH BASIN (SWCB)		FIRE HYDRANT (FH)		POWER POLE WITH LIGHT		SPOT ELEVATION
	HANDRAIL		DROP INLET (DI)		WATER VALVE (WV)		UTILITY MANHOLE (UM)		CONCRETE AREA
	STORM DRAIN LINE		JUNCTION BOX (JB)		WATER METER (WM)		SPOTLIGHT		OVERHANG AREA
	SANITARY SEWER		HEAD WALL (HW)		FIRE DEPT. CONNECTION (FDC)		GAS VALVE (GV)		RIP-RAP AREA
	WATER LINE		CURB INLET (CI)		WATER VALVE MARKER		TELEPHONE PEDESTAL		BRICK AREA
	GAS LINE		FLARED END SECTION (FES)		TRANSFORMER BOX (TX)		COMMUNICATION BOX		TREE LINE
	UNDERGROUND POWER LINE		OUTLET CONTROL STRUCTURE		AIR CONDITIONER (AC)		TRAFFIC SIGNAL		
	OVERHEAD POWER LINE		YARD DRAIN INLET		ELECTRIC METER (EM)		BOLLARD (BO)		
	UNDERGROUND COMMUNICATION		SS MANHOLE (MH)		ELECTRIC UTILITY		MAIL BOX		
	TOPOGRAPHIC CONTOUR		CLEAN OUT (CO)		GREASE TRAP (GT)		SIGN		
	PROPERTY LINE								

PROPERTY DESCRIPTION
(TRACT 2)

Being a tract or parcel of land lying within the City of Alpharetta, Georgia and being in Land Lots 749 & 750, 1st District, 2nd Section of Fulton County, Georgia, and said property also being shown as Tract 2 on a Boundary Survey for "Haynes Park"- Townhome Community of which said Tract 2 is part of the overall property for "Haynes Park", as recorded among the Land Records of Fulton County, Georgia in Plat Book 380, Page 51, and finally being more particularly described as follows:

- South 89° 53' 59" East, 155.70 feet; thence, leaving the aforesaid common line between Land Lots 748 & 750 and running,
- Land Lot 748 & 750 and running,
- North 01° 55' 30" West, 153.35 feet; thence,
- North 01° 07' 28" West, 51.29 feet; thence,
- South 88° 03' 31" East, 169.81 feet; thence,
- South 79° 50' 52" East, 199.83 feet; thence,
- South 78° 58' 00" East, 200.11 feet; thence,
- South 00° 48' 40" West, 130.00 feet; thence,
- South 85° 39' 18" West, 537.42 feet; thence,
- South 85° 39' 18" West, 19.10 feet; thence,
- North 89° 55' 34" West, 156.30 feet to a 1/2 inch rebar found on the common line between said Land Lots 747 & 750; thence, running with the said common line between Land Lot 747 & 750,
- North 00° 50' 38" East, 46.79 feet to the Point of Beginning, containing 119,149 square feet or 2.7353 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 18, 2025

AGENDA ITEM:

Public Access Easement Agreement: Chiswick Subdivision

Consideration of approval of a Public Access Easement Agreement between EA Homes, LP and the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Public Access Easement Agreement between EA Homes, LP and the City of Alpharetta and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

EA Homes (Chiswick Subdivision) would like to give the City a public access easement for the purposes of public pedestrian access across Thompson Street and the Alpha Loop.

If approved, the City accepts the public access easement and this easement declares the conditions and obligations of the parties.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Public Access Easement Agreement (Chiswick)

PREPARED BY AND RETURN TO:

Neil S. Morrisroe, Esq.
McLain & Merritt, P.C.
3445 Peachtree Road SE, Suite 500
Atlanta, GA 30326

STATE OF GEORGIA
COUNTY OF FULTON

PUBLIC ACCESS EASEMENT AGREEMENT
(Chiswick Subdivision/Alpha Loop)

THIS PUBLIC ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2025, by and between **EA HOMES, LP**, a Delaware limited partnership ("Grantor"), and the **CITY OF ALPHARETTA**, a Georgia municipal corporation (the "City" or "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the City of Alpharetta, Fulton County, Georgia, being known as the Chiswick residential subdivision, and being described on Exhibit "A" attached hereto and incorporated herein by reference, less and except all lots within the Chiswick subdivision which have been sold and conveyed to third party home purchasers (the "Grantor Property"); and

WHEREAS, Grantor desires to grant to the City a public access easement on, over and across only the portion of the Grantor Property which is depicted as the 5,395 square foot area and cross-hatched and labeled as the "10' Pedestrian Access Easement" on that certain plat dated April 29, 2025 prepared by Planners & Engineers Collaborative (the "Easement Parcel"), which plat is attached hereto as Exhibit "B" and by this reference made a part hereof (the "Easement Property")

for the sole purposes of public pedestrian access across the Easement Parcel between Thompson Street and the Alpha Loop (said Alpha Loop being a public trail system owned and maintained by the City); and

WHEREAS, the City, by accepting and recording this Agreement, agrees to accept the grant and dedication of public accessibility onto the Easement Property under the terms hereinafter specified.

NOW, THEREFORE, in consideration of the premises, Grantor has donated, granted, remised, released and conveyed, and by these presents does hereby donate, grant, remise, release and convey unto the City, a permanent, non-exclusive perpetual access easement in, to, over and through the Easement Parcel, subject to the following terms, covenants, conditions, restrictions and reservations:

1. Conditions and Obligations with Respect to the Easement.

(a) The Easement Parcel shall be used solely for passive public access purposes, which shall be limited to walking, jogging, bicycle riding, and similar activities. Members of the general public shall have free access and use of the Easement Property for the sole purposes herein specified, subject to the laws and ordinances of the City and this Agreement; provided, that this instrument shall not be construed to permit the City or the public at large to access any property of the Grantor other than the Easement Parcel.

(b) Grantor shall have the right to maintain and repair the property located within the Easement Parcel. Such right shall include the right to temporarily cut off access to the Easement Parcel by the general public. All repair and maintenance within the Easement Parcel by Grantor shall be conducted (i) at its sole cost and expense, (ii) in a good and workmanlike manner, (iii) in accordance with all laws, rules and regulations, and (iv) subject to this Agreement and to all existing recorded declarations, encumbrances, easements and rights of others in and to the Easement Parcel.

(c) Grantor and the City acknowledge and agree that Grantor retains and owns certain property (the "Retained Property") located immediately adjacent to the Easement Parcel. For the benefit of Grantor and its successors and assigns and the Retained Property, Grantor hereby reserves the right to continue to use the Easement Parcel for all purposes not materially inconsistent with this Agreement and the public's access to and use of the Easement Parcel.

(d) The City warrants and agrees that the presence of this easement upon Grantor's Property shall not negatively diminish, impact, affect or impair any density or green space calculations for any current or future use or development of the Grantor Property and the Chiswick subdivision.

(e) If it is judicially determined that the City has abandoned the Easement Parcel, the easement granted by this Agreement shall automatically terminate and the City shall execute and record in the appropriate public records such instruments as Grantor may reasonably request in confirmation thereof.

(f) Grantor reserves all of its right, title, and interest in and to the Easement Parcel incident to the fee estate thereof and for any and all purposes not inconsistent with the use of such area as expressly permitted herein.

2. Indemnification. To the extent permitted by law, the City hereby indemnifies and holds Grantor (and Grantor's successor and assigns) harmless from and against any cost, expense, loss, damage, liability, claim and cause of action, including reasonable attorneys' fees and court costs (collectively, the "Losses") to the extent arising or resulting from the uses of the Easement Parcel granted hereunder to the City, excluding, however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence of Grantor (and Grantor's successors and assigns). Nothing contained in this Agreement shall be construed to be waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Additionally, the Grantor agrees that the City is under no obligation to procure any additional insurance related to any obligations hereunder.
3. Successors and Assigns. The easement contained herein shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors in title of their respective estates in the Easement Parcel and the Retained Property; provided the terms and obligations herein are only personal to and enforceable against the Grantee and Grantor or their successors-in-title, as the case may be, owning title (fee or easement) to the Easement Parcel at the time any liability or claim arising under this Agreement shall have accrued; it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement to the extent accruing after the date of such conveyance.
4. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Grantee and Grantor relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(signature page follows)

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals on the day and year first above written.

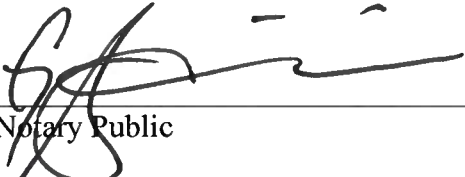
Signed, sealed and delivered in the presence of:

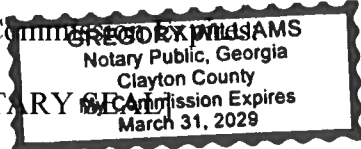
“GRANTOR”

EA HOMES, LP, a Delaware limited partnership

By: 
Paul Corley, Regional President


Witness


Notary Public

My Commission Expires **March 31, 2029**
[NOTARY SEAL] 

“GRANTEE”

Signed, sealed and delivered in the presence of:

City of Alpharetta, a municipal corporation of the State of Georgia

Witness

By: _____

Title: _____

Attest: _____
City Clerk

Notary Public

My Commission Expires:

[NOTARY SEAL]

EXHIBIT "A"

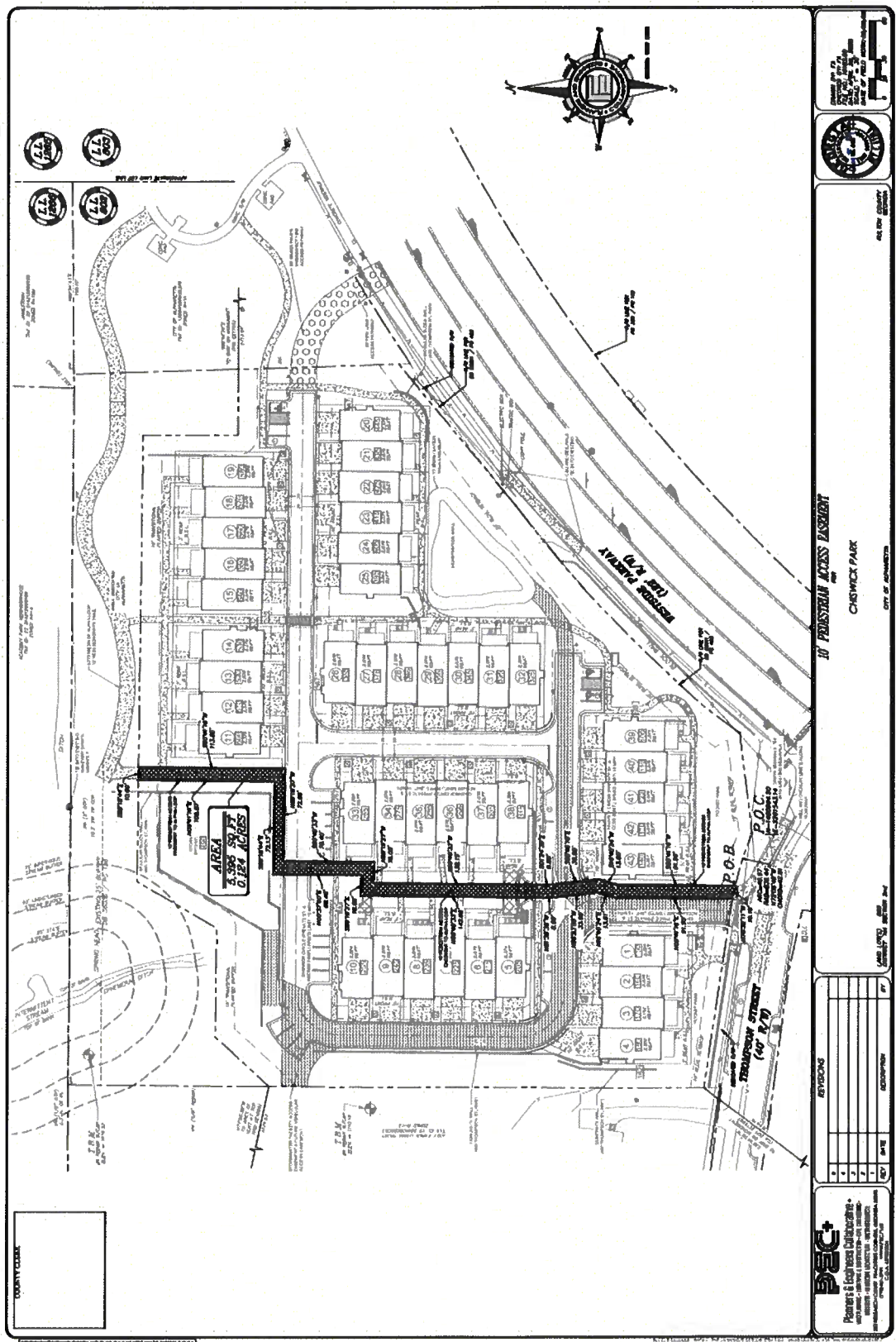
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 802 of the 12th District, Fulton County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a point at the Land Lot Corner common to Land Lots 802, 803, 1265 & 1266; thence along the Land Lot Line common to Land Lots 802 & 1266, South 89 degrees 34 minutes 43 seconds West, a distance of 150.10 feet to an iron pin found and the TRUE POINT OF BEGINNING; thence leaving said Land Lot Line, South 01 degrees 38 minutes 01 seconds East, a distance of 160.47 feet an iron pin found; thence South 01 degrees 53 minutes 05 seconds East, a distance of 92.63 feet to a point; thence South 01 degrees 53 minutes 05 seconds East, a distance of 9.01 feet to a point on the northwesterly right-of-way line of Westside Parkway (R/W Varies); thence along said right-of-way line the following courses and distances: 137.18 feet along an arc of a curve to the left, said curve having a radius of 1,460.00 feet and a chord bearing and distance of South 53 degrees 18 minutes 16 seconds West 137.13 feet to a point; 86.99 feet along an arc of a curve to the left, said curve having a radius of 1,460.00 feet and a chord bearing and distance of South 50 degrees 35 minutes 38 seconds West 86.97 feet to a point; 128.65 feet along an arc of a curve to the left, said curve having a radius of 1,460.00 feet and a chord bearing and distance of South 44 degrees 32 minutes 17 seconds West 128.61 feet to a point; thence South 36 degrees 41 minutes 27 seconds West, a distance of 35.02 feet to a point on said right-of-way line and the northeasterly right-of-way line of Thompson Street (R/W Varies); thence along the northeasterly right-of-way line of Thompson Street, South 82 degrees 45 minutes 46 seconds West, a distance of 78.65 feet to a point; 52.96 feet along an arc of a curve to the right, said curve having a radius of 175.89 feet and a chord bearing and distance of North 89 degrees 50 minutes 53 seconds West 52.76 feet to a point; thence North 76 degrees 59 minutes 10 seconds West, a distance of 47.33 feet to an iron pin found (1/2" otp); thence North 82 degrees 35 otp; thence North 82 degrees 35 minutes 30 seconds West, a distance of 99.94 feet an iron pin found (1/2" otp); otp; thence leaving said right-of-way line, North 00 degrees 14 minutes 45 seconds East, a distance of 275.00 feet to a point; thence North 00 degrees 23 minutes 14 seconds East, a distance of 135.79 feet to a point; thence North 00 degrees 35 minutes 39 seconds East, a distance of 97.98 feet to an iron pin found on the Land Lot Line common to Land Lots 802 & 1266; thence along said Land Lot Line, South 89 degrees 36 minutes 49 seconds East, a distance of 253.18 feet to a point; thence continue Easterly along said line, a distance of 100.04 feet to a point; thence continue Easterly along said line, a distance of 100.00 feet an iron pin found; thence South 89 degrees 40 minutes 12 seconds East, a distance of 100.04 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract containing 5.777 acres, more or less.

Less and Except all lots within the Chiswick subdivision which have been conveyed to third party home purchasers.

EXHIBIT "B"





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: August 18, 2025

AGENDA ITEM:

Premises Usage Agreement: Alpharetta First Methodist Church for Wire & Wood Festival

Consideration of approval of the premises usage agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., located at 59 North Main Street, permitting the use of the parking lot for Wire & Wood 2025 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the premises usage agreement between the City of Alpharetta and the Alpharetta First Methodist Church, Inc. parking lot for Wire & Wood 2025 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE IS NO BUDGET IMPLICATION ASSOCIATED WITH THE PREMISES USAGE AGREEMENT.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Background:

As in years past, the City of Alpharetta is requesting a usage agreement for the Alpharetta First Methodist Church, Inc. parking lot for the annual Wire & Wood event on October 10th from 9:00 a.m. to 11:00 p.m. and October 11th from 11:00 a.m. to 11:00 p.m. Due to the attendance of this event, it is required to accommodate parking for performers at the event.

Recommendation Explanation:

If the Mayor and Council approve the agreement presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Wire and Wood 2025

PREMISES USAGE AGREEMENT

This Premises Usage Agreement (“Agreement”) is entered into this 14th Day of July 2025 by and between Alpharetta First Methodist Church, Inc. (“AM CHURCH”) and City of Alpharetta (“Grantee”).

Scope of Permitted Use

Subject to the terms and conditions set forth below, AM CHURCH hereby grants Grantee a revocable right to use the AM CHURCH Student Center Lot located at 59 North Main Street, Alpharetta, Georgia (“Premises”), for the purpose of parking 20-30 vehicles belonging to artists performing for Wire and Wood Festival. (“Permitted Use”). Grantee’s use of the Premises shall at all times be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit A.

Term of Agreement

Grantee shall be permitted to use the Premises Friday October 10, 2025, 2 p.m. through Saturday, October 11, 2025, 11 p.m. See attached campus map (Exhibit B) delineating the parking spots available.

Grantee acknowledges that AM CHURCH uses the Premises at various dates and times for religious services, weddings, funerals, youth, administrative activities and related reasons, and AM CHURCH may preempt Grantee’s use of the Premises at any time and for any reason upon notice to Grantee.

Either party shall have the right to terminate this Agreement and revoke the right of use at any time, for any reason, or for no reason, and termination of the Agreement shall be effective upon one party providing notice of termination to the other.

Insurance

Grantee shall provide and keep in force during the term of this Agreement, for the benefit of AM CHURCH or any other persons or entities designated by AM CHURCH, comprehensive general liability insurance provided by a company selected by Grantee and satisfactory to AM CHURCH, for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interests of AM CHURCH and Grantee and any designees of AM CHURCH. Grantee shall deliver certificates of such insurance to AM CHURCH before using the Premises, and in any event, within 30 days after the signing of this Agreement. All such policies shall include a provision that AM CHURCH shall receive at least thirty (30) days advance notice prior to material changes or cancellation thereof.

Delivery of Premises and Alterations

Grantee agrees to use of the Premises in “as is” condition without any obligation of AM CHURCH to make any repairs, alterations, or modifications to the Premises. Grantee shall not make any alterations or modifications to the Premises unless approved in advance in writing by AM CHURCH.

Maintenance of Premises

Grantee shall at all times keep and maintain the Premises and the furniture and equipment therein, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition and in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit A. Grantee shall be liable to AM CHURCH for damage to AM CHURCH property resulting from Grantee's use of the Premises. If additional clean up is required by the Maintenance staff a fee of \$30 per hour.

Assignment

Grantee shall not assign this Agreement, nor permit use of the Premises by anyone other than Grantee.

Indemnification

Grantee shall use the Premises at Grantee's sole risk. Grantee shall keep the Premises free of all liens and claims of lien that may arise from any act or omission on the part of Grantee. Grantee shall indemnify, defend and hold harmless AM CHURCH, and AM CHURCH's contractors, employees, agents and invitees, from all claims, damages, or liabilities for injury to persons or property, including, without limitation, reasonable attorney's fees which may arise out of Grantee's use of the Premises. Grantee shall and does hereby release AM CHURCH from and against all claims of any nature arising out of or related to Grantee's use of the Premises. This paragraph shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

Limited Right of Use

This Agreement grants a limited and specified personal right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either party under this Agreement or in reliance upon this Agreement, does and shall not create or convey a partnership, joint venture, lease, easement, estate or property interest between the parties. By entering into this Agreement and permitting your use of the Premise, AM CHURCH does not in any way endorse Grantee's organization. By entering into this Agreement and permitting your use of the Premise, AM CHURCH does not grant Grantee permission to advertise your use of the Premises (or any related event) at AM CHURCH church services, in church publications, in the church bulletin, on the church website, or on the AM CHURCH signs.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

Time is of the Essence

Time is of the essence of this Agreement.

ALPHARETTA FIRST METHODIST
CHURCH, INC. ("AM CHURCH")

By: _____

Name/Title: Christ Day, Executive Pastor

Date: _____

CITY OF ALPHARETTA
("GRANTEE")

By: _____

Name/Title: Jim Gilvin, Mayor

Date: _____

APPROVED AS TO SUBSTANCE:

By: _____

Name/Title: Chris Lagerbloom, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____

Name/Title: Jennifer McCall, City Attorney

Date: _____

EXHIBIT A: RULES AND REGULATIONS

As a condition of this Agreement, Grantee shall prevent the following list of prohibited activities or uses of the Premises:

1. Use of the Premises for any illegal purpose.
2. Use which creates fire, explosive or environmental hazards.
3. Use which generates, stores, treats, disposes of, installs or otherwise causes or permits any Hazardous Substances to be brought upon or kept or used in or on the Premises.
4. Use which creates or permits a nuisance or trespass.
5. Use which produces, reproduces or transmits any sounds or vibrations which may be heard, seen or experienced, or are audible or detectable, outside the Premises.
6. Use which produces, emanates or transmits odors, fumes, dust or vapors which are detectable outside the Premises, or which are strong, unusual, offensive or otherwise objectionable.
7. Use or occupancy by any person under the age of 18 without adequate adult supervision.
8. Smoking in any building on the Premises.
9. Consumption of alcoholic beverages or controlled substances anywhere on the Premises.
10. Food or drink in the sanctuary or narthex (front entrance of sanctuary).
11. Moving or relocating any AM CHURCH religious symbols, paintings, wall hangings, portraits, etc. from their existing location.
12. Use which, in the reasonable judgment of AM CHURCH, impairs or adversely affects the character, reputation or appearance of the church or Premises.

As a condition of this Agreement, Grantee shall adhere to the following requirements for use of the Premises:

1. If any furniture or equipment of AM CHURCH is moved or repositioned by as a result of use by Grantee, then Grantee shall return all furniture and equipment back to its original location and position before it was moved.
2. Grantee shall reset the heat or air according to posted directions, turn off lights, and close the door when leaving a classroom.
3. Grantee shall leave rooms clean and ready for the next group.
4. Grantee is responsible for any damages to AM CHURCH property.
5. In case of an emergency, call "911" and request assistance. Dial 9 for an outside line.
6. The undersigned shall immediately report any problems with AM CHURCH equipment or facilities to the custodian if there is one on site and/or to the Maintenance Department at 678.867.7522.

GRANTEE:

By: _____

Title: _____

Date: _____

Please sign and return copy
AM CHURCH
C/O Laura Malek
Database and Scheduling Coordinator
69 N. Main Street
Alpharetta, GA 30004

Exhibit B:





STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: August 18, 2025

AGENDA ITEM:

Staff Appointments: Assistant City Administrator

Consideration of approval of the appointment of John Robison as Assistant City Administrator.

STAFF RECOMMENDATION:

Approve the appointment of John Robison as Assistant City Administrator.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

It is recommended that the City Council appoint John Robison as Assistant City Administrator.

ALTERNATIVES:

Do not appoint and maintain the status quo.

ATTACHMENTS:



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: August 18, 2025

AGENDA ITEM:

Staff Appointments: Fire Chief

Consideration of approval of the appointment of Brad Denkinger as Fire Chief.

STAFF RECOMMENDATION:

Approve the appointment of Brad Denkinger as Fire Chief.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

It is recommended that the City Council appoint Brad Denkinger as Fire Chief.

ALTERNATIVES:

Do not appoint and maintain the status quo.

ATTACHMENTS:



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: August 18, 2025

AGENDA ITEM:

Staff Appointments: Police Chief

Consideration of approval of the appointment of Trent Lindgren as Police Chief.

STAFF RECOMMENDATION:

Approve the appointment of Trent Lindgren as Police Chief.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

It is recommended that the City Council appoint Trent Lindgren as Police Chief.

ALTERNATIVES:

Do not appoint and maintain the status quo.

ATTACHMENTS:



STAFF REPORT

Department: Community Development

Submitted By: Michael Woodman

Meeting Date: August 18, 2025

AGENDA ITEM:

PH-25-07 Unified Development Code Text Amendments – Parking

SECOND READING

The first reading and public hearing for this item occurred during the July 28, 2025 City Council Meeting.

Consideration of text amendments to Appendix A: Alpharetta Downtown Code Section 2.4 Parking and Loading and Section 2.5 Parking and Loading of the Unified Development Code to amend certain parking ratios for properties over a certain distance from a public parking facility in the Downtown and to amend parking ratios for an elementary and middle school.

STAFF RECOMMENDATION:

Recommend approval.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Consideration of text amendments to the Unified Development Code (UDC) to amend Section 2.5 Parking and Loading and Appendix A: Alpharetta Downtown Code Section 2.4 Parking and Loading. This item was considered at the July 10, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval. Vote 6-0.

Staff recommends text amendments to Unified Development Code (UDC) Section 2.5 Parking and Loading to amend the parking ratio for an elementary and middle school and Appendix A: Alpharetta Downtown Code Section 2.4 Parking and Loading to amend parking requirements for Downtown properties that are located beyond a certain distance from a public parking facility.

Downtown Parking

Staff explored the current Downtown parking ratios to determine if they are appropriate for all areas of Downtown. An article from the National Parking Association in PARKING magazine suggests that parking designers typically use a maximum walking distance of 300' – 600' for retail customers. A buffer map depicting those distances from public parking facilities in the Downtown Overlay reveals that properties north of Mayfield Road on the west side of Highway 9 and north of Cumming Street on the east side of Highway 9, as well as properties south of Old Milton Parkway exceed the retail customer maximum walking distance from a public parking facility. Therefore, it is recommended that properties in the Downtown south of Old Milton Parkway and north of Mayfield Road and Cumming Street on Highway 9 should be subject to the City-wide parking ratios in UDC Section 2.5 Parking and

Loading.

Elementary & Middle School Parking Ratio

Staff researched parking ratios for elementary and middle schools in response to a concern from City Council that the City's current parking ratio may be insufficient. The UDC requires one (1) parking space per classroom and administrative office, plus five (5) parking spaces for guests for an elementary and middle school. Staff looked at school parking ratios in surrounding jurisdictions, as shown in the table below, and compared those to existing parking ratios at Manning Oaks Elementary School and Hopewell Middle School. It is estimated that Manning Oaks Elementary School has 2.12 parking spaces/classroom and administrative office, and Hopewell Middle School has 1.94 parking spaces/classroom and administrative office. Therefore, it is recommended that two (2) parking spaces per classroom and administrative office be required for elementary and middle schools with all schools having a minimum of five (5) parking spaces.

The following are examples of what other municipalities in the area require:

Dunwoody - 2 spaces per Classroom - min 4 spaces

Sandy Springs - 1 space per 500 SF (K-12)

Roswell - 1 space per 1000 SF

John's Creek - Larger of 2 per classroom or one per 35 SF in largest assembly area

Milton - Larger of 2 per classroom or one per 35 SF in largest assembly area

ALTERNATIVES:

The alternative is to leave the ordinance unchanged.

ATTACHMENTS:

1. Ordinance
2. Walking Distance Buffer Map



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II AND APPENDIX A: ALPHARETTA DOWNTOWN CODE OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND PARKING REQUIREMENTS IN THE DOWNTOWN; TO AMEND THE ELEMENTARY AND MIDDLE SCHOOL PARKING RATIO; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II and Appendix A: Alpharetta Downtown Code of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

Section 1: Article II, Section 2.5 titled "Parking and Loading" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "A" attached hereto as if fully set forth herein.

Section 2: Appendix A: Alpharetta Downtown Code, Section 2.4 titled "Parking and Loading" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "B" attached hereto as if fully set forth herein.

Section 3: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not

so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of August ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

First Reading: _____

Second Reading: _____

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

Exhibit "A"

SECTION 2.5 PARKING AND LOADING¹

Areas suitable for parking vehicles in off-street locations shall be required in all districts at the time of the initial construction of any principal building or when a structural alteration or change in a principal building produces an increase in dwelling units, guest rooms, floor area, seating or bed capacity, or when a conversion in use occurs.

Off-street parking shall be provided and maintained in accordance with the following requirements. A parking study may be submitted to support a request for a proposed parking reduction. This study shall be reviewed by Community Development and must be approved prior to permitting.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, § 5, 2-6-2017)

2.5.1 Number of vehicle parking spaces required.

The following number of off-street vehicle parking spaces shall be required for the respective use:

- A. *Residential Uses.* Residential parking spaces required by this Ordinance shall be standard parking spaces (9 feet by 19 feet).

Dwelling, 'For-Sale', detached:

Two (2) spaces on the same lot for each dwelling unit, plus 1 additional space where a home occupation is permitted.

Dwelling, 'For-Sale', attached; efficiency or one-bedroom units:

One and one-half (1½) spaces for each dwelling unit.

Two or more bedroom units:

One (1) space for each bedroom.

Bed and Breakfast:

One (1) space for each bedroom.

Dwelling, 'For-Rent', residential:

Two (2) spaces for each unit, plus one (1) guest space per 20 units.

Group Home/Congregate Housing:

One (1) space for each two (2) sleeping rooms.

- B. *Business Uses.*

Medical, dental and optical offices:

One (1) space per 200 square feet.

Professional and business offices not otherwise specifically enumerated:

¹Ord. No. 718, § 17(Exh. C), adopted Dec. 14, 2015, repealed the former § 2.5 (2.5.1—2.5.9), and enacted a new 2.5 (2.5.1—2.5.9) as set out herein. The former § 2.5 pertained to similar subject matter and derived from the original codification and Ord. No. 675, § 1, adopted June 3, 2013.

One (1) space for each 250 square feet of gross floor space.

Banks:

One (1) space for each 300 square feet of gross floor space.

Hotels (or Motels) and Extended Stay Hotels:

One (1) space for each guest room, plus 1 employee space for each 20 sleeping rooms, plus one space per 500 sq. ft. of space used for convention rooms, conference rooms, ballrooms, restaurant and/or retail shops.

Day Care:

One (1) space for each 400 square feet. (Stacking for six cars must be provided on site.)

Service and repair establishments not otherwise specifically enumerated:

One (1) space for each 250 square feet of floor area not used for storage.

Retail businesses, not otherwise specifically enumerated:

One (1) space for each 200 square feet of gross floor space.

Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries:

One (1) space per 100 square feet of showroom, sales office or other conditioned space.

Restaurants:

One (1) space for each 100 sq. ft. of the entire facility.

Retail Shopping Center:

Less than 50,000 sq. ft.: One (1) space for each 200 sq. ft.

50,000—400,000 sq. ft.: One (1) space for each 250 sq. ft.

Over 400,000 sq. ft.: One (1) space for each 285 sq. ft.

Theaters, night clubs and other such places of public assembly:

One (1) space for each 4 seats accommodations plus 1 employee space for each 10 seats.

Service stations:

Two (2) spaces for each gasoline pump plus 1 space per 250 sq. ft. for convenience store.

Funeral homes:

One (1) space for each 4 seats in chapel or parlor plus sufficient space to park or store all company vehicles.

Technology Centers/Data Processing Centers:

One (1) space per 1,000 square feet per gross area of unmanned space together with parking as required for space dedicated to manned space at 1 space per 300 square feet. Land for additional parking calculated at 1 space per 500 square feet of gross area shall be set aside and preserved until such time as additional parking is needed and/or use changes. This land shall not be subdivided from the remainder of the property so that it can be used for parking in the future.

C. Wholesale and Industrial Uses.

Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards:

One (1) space per 1,000 square feet.

D. *Public and Semipublic Uses.*

Hospitals:

One (1) space per bed, plus 1 space per 200 square feet of floor area used for outpatient treatment.

Churches, stadium and other places of public assembly:

One (1) space for each 2 seats in the principal assembly room.

Places of assembly or indoor recreation without fixed seats:

One (1) space for each 500 square feet of playing court, rink, playing field and spectator area, plus one (1) space for each 200 sq. ft. of gross floor space directed to other patron use areas.

Schools, elementary and middle schools:

~~One (1)~~ Two (2) spaces for each classroom and administrative office ~~plus 5 spaces for visitors ;~~ however, each school property shall have a minimum of 5 parking spaces.

Schools, senior high:

One (1) space for each classroom and administrative office plus 1 space for each 4 students based on the design capacity of the school.

Other public building:

One (1) space for each 300 square feet of gross floor space.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.2 Shared parking.

- A. *Common Off-street Parking Areas.* Two (2) or more principal uses may utilize a common area in order to comply with the off-street parking requirements, provided that the total number of individual spaces available in the common area is not less than the sum of the spaces required for the individual uses as separately computed in accordance with the provisions of this Ordinance. If it can be demonstrated that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.3 Off-street loading and unloading spaces.

- A. Every lot on which a business, trade or industry is thereafter established shall provide space as indicated below for the loading and unloading of vehicles off the street. Such space shall have access to an alley or, if there is no alley, to a street. For the purpose of this Section, an off-street loading space shall have the minimum dimensions of 12 by 40 feet and be clear and be free of obstructions at all times.

Required spaces shall be provided as follows:

Retail businesses, office, wholesale, industrial, governmental and institutional uses, including public assembly places, hospitals and educational institutions, 1 space for the first 25,000 square feet of total floor area or fractional part thereof. For anything in excess of 25,000 square feet, such uses shall provide loading spaces according to the following schedule:

SQUARE FEET	NUMBER OF SPACES
25,000—99,999	2
100,000—159,999	3
160,000—239,999	4
240,000—349,999	5
For each additional 100,000 or fraction thereof	1 additional

- B. Vehicles uses for the loading and unloading of retail merchandise may not be parked overnight (between 10:00 p.m. of one day and 8:00 a.m. of the next day) in a location closer to the frontage street than the principal building.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.4 Locational criteria for parking.

- A. Location on Other Property. If the required parking cannot reasonably be provided on the same lot on which the principal use is conducted, such parking may be provided on other off-street property provided such property lies within 500 feet of the main entrance to the principal use. Such parking shall be associated with the principal use and shall not thereafter be reduced or encroached upon in any manner.
- B. Location of Required Parking in Residential Districts. Required parking spaces in residential districts shall be subject to applicable area regulations pertaining to setbacks (front, side and rear yard), lot coverage, and accessory and principal structures.

Required parking spaces in 'For-Sale' residential districts shall be contained within a carport, garage or completely enclosed building, in addition:

Each 'For Sale' dwelling unit shall have a minimum 18' long and 10' wide paved driveway, as measured from the garage to the back of sidewalk, or back of curb where a sidewalk is not provided.

Ordinary passenger vehicles and non-commercial pickup trucks may be parked on a paved driveway providing ingress and egress to the lot or on a paved parking space provided that the maximum width of the total paved area cannot exceed 40 (forty) feet.

One (1) business vehicle not prohibited by the provisions of this Ordinance from parking within a residential district and one or more recreational vehicles or boats, or boat trailers may be parked or stored in an area not visible from a street.

The regular parking or storage of any business vehicle, any vehicle used in connection with a home occupation, or any vehicle with a carrying capacity of more than one-and-one-half (1½) tons is prohibited in any residential district. Pickup or panel trucks, used to provide daily transportation to and from work, are allowed in all residential districts.

- C. Parking and Storage of Certain Vehicles. No automobile, truck, motorcycle, trailer or other vehicle of any kind or type without current license plates shall be parked or stored on any lot in a residential district except in a completely enclosed building.

1. Any person who, as of the effective date of this Article (6/94), has established a long-standing practice of parking or storing boats or recreational vehicles which is not in compliance with the provisions of C(1), above, may continue such practice as a lawful nonconforming use, subject only to the provisions of any applicable district regulations.
 2. Any person may apply to the Director of Community Development for a variance to the provisions of C(1), above pertaining to the parking and storage of boats or recreational vehicles. Variances shall be granted only in the case of extreme hardship or unusual circumstance, as contrasted with merely granting an advantage or a convenience. The factors to be taken into consideration by the Director may include the following:
 - a. The ease with which the applicant can comply with the provisions of this ordinance;
 - b. Whether there are extraordinary and exceptional conditions pertaining to the particular lot because of its size, shape, topography or location of the improvements on the lot;
 - c. The economic hardship that would be imposed upon the applicant if the variance were denied; and
 - d. Whether relief, if granted, would cause substantial detriment to the public good or impair the purpose and intent of this ordinance.
 3. Where appropriate, the Director may attach reasonable conditions to the grant of a variance. The Director may also approve an alternative parking practice which, although not in strict compliance with the literal provisions of this Article, is deemed by the Director to be in compliance with the spirit of the Ordinance. All variances are personal to the applicant and shall terminate upon the sale of the lot.
- D. Written variance applications shall be acted upon by the Director within thirty (30) days of receipt. Variance applications denied by the Director may be appealed by filing a written appeal with the Board of Appeals within fifteen (15) days of the date of denial. The Board shall act upon the appeal at its next available meeting following receipt of the appeal.
- E. No parking or loading area shall be used for the sale, repair, dismantling or servicing or storing of any vehicle, equipment, materials or supplies.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 757, § 2, 5-9-2018; Ord. No. 772, § 4, 2-4-2019)

2.5.5 Design criteria.

- A. **Parking Space Area Requirements.** Including aisles, entrances and exits, each required off-street parking area, lot or other facility shall contain a minimum of 300 square feet of space for each vehicle to be accommodated. Not less than 80% of the parking spaces required by this Ordinance shall be standard parking spaces (9 feet by 19 feet). The dimensions of parking spaces and aisles shall be in accordance with the Parking Standards Illustration (Table 2.3). In order to reduce impervious area, projects using runoff reduction measures may use alternative off street parking dimensions as specified in Table 2.3.a. Accessible parking shall be designed and provided in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.
- B. **Permitted Percentage of Compact Car Parking Spaces.** Up to 20% of the parking spaces required by this Ordinance may be compact car parking spaces (8 feet by 16 feet). Compact spaces shall be located on the periphery of the parking lot wherever possible.
- C. **Minimum Parking Bay Width.** The minimum width for 90 degree parking bays shall be 60 feet for standard spaces and 54 feet for compact spaces, except for projects using runoff reduction measures, as noted in 2.5.5.A above.

- D. Off-street parking lots, whether public or private, shall be graded to insure proper drainage, surfaced with concrete or asphalt on an approved base and maintained in good condition free of weeds, dust, trash and debris. A gravel surface may be used for parking when such parking is in excess of code requirements and located within 700' of a waterway.
- E. Tree Preservation. To allow an existing or new development to preserve healthy existing trees within or adjacent to a parking lot, the number of required off-street parking spaces may be reduced by up to twenty percent (20%).
- F. Within residential districts, gravel parking in existence as of 01/01/01 may remain. Such gravel parking areas shall accommodate a maximum of two vehicles and shall be contained on three sides by landscape timbers.
- G. Pervious paving materials for parking areas are allowed as part of an approved stormwater management plan for the site with a long-term maintenance agreement.
- H. Parking Lot Landscaping. See, Sec. 2.3.5.
- I. Multifunctional Functional Runoff Reduction Measures. To encourage multifunctional runoff reduction measures and provide incentives for their use, bioretention areas, vegetated swales, planter boxes, rainwater harvesting systems, and other vegetated BMPs may be used to meet the perimeter island, interior island, and median island landscaping requirements of this Chapter, and may be constructed in the designated landscape areas if part of an approved stormwater management plan for the site and if screening functions are maintained.
- J. Tandem Parking. Enclosed tandem parking spaces shall only count for one required parking space, since only one space is fully accessible.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, §§ 6—9, 2-6-2017; Ord. No. 772, § 5, 2-4-2019)

2.5.6 Public street access.

- A. *Access to Parking Lots.* A plan of entrances, exits and storm water drainage shall be submitted to the Department of Community Development and approved prior to the issuance of a development permit for off-street parking lots, whether public or private. Installation of entrances, exits and drainage systems shall have been completed prior to the issuance of a certificate of occupancy. All curb cut locations as well as widths shall comply with the Alpharetta Standard Drawings.
- B. *Driveways and Curb Cuts.* Local structures may have access points to parking lots as needed to fit the development, in accordance with professional traffic engineering practice. In general, curb cuts shall be spaced at least 300 feet apart and be located at least 300 feet away from a street intersection. An individual residential lot shall not have more than one (1) curb cut per 300 feet of street frontage.
- C. *Vision Clearance.* In all districts no fence, wall, shrubbery or other obstruction to vision between the heights of 2½ feet and 10 feet above the finished grade of streets shall be erected, permitted or maintained within 20 feet of the intersection of the right-of-way lines of streets.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 732, §§ 6—9, 2-6-2017; Ord. No. 843, § 3(Exh. C), 4-18-2022)

2.5.7 Electric Vehicle Charging Stations (EVCS).

All non-residential and Dwelling, 'For-Rent' developments requiring 100 or more vehicle parking spaces shall provide electric vehicle charging stations. One (1) Level 2 EVCS for every 25 required vehicle parking spaces or one (1) Level 3 EVCS for every 100 required vehicle parking spaces shall be required.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 864, § 2(Exh. B), 10-16-2023)

2.5.8 Number of bicycle parking spaces required.

A. *Residential Uses.*

Dwelling, 'For-Rent':

One (1) bicycle space for every two (2) units.

B. *Business Uses.*

Retail, Office, Hotel, Place of Assembly, Entertainment:

One (1) bicycle space for every 25 required vehicle parking spaces.

C. *Public and Semipublic Uses.*

Schools (public/private):

One (1) bicycle space for every ten (10) employees, plus one (1) space for every four (4) students.

D. *Miscellaneous/Other.*

To be determined by the Transportation Engineer and/or Zoning Administrator.

(Ord. No. 718, § 17(Exh. C), 12-14-2015)

2.5.9 Prohibited parking.

A. Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer, no person shall:

1. Park a vehicle, except temporarily for the purpose of and while actually engaged in loading or unloading of property or passengers, in acceleration or deceleration lane; or
2. Park a vehicle overnight in a cul-de-sac located in a residential district.
3. Park a vehicle on an unpaved surface in any commercial district, the front yard of a residence or the side or rear yard if the side or rear yard fronts on the street, except as provided for in Subsection 2.5.5(F).

B. The City may, but is not required to, post no parking signs in areas where parking is prohibited in Paragraph 'A' above, and the failure to post signs shall not excuse any person from compliance with Paragraph 'A'.

C. Paragraph 'A' of this section shall not apply to the driver of any vehicle which is disabled while on the roadway in such a manner and to such extent that is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.

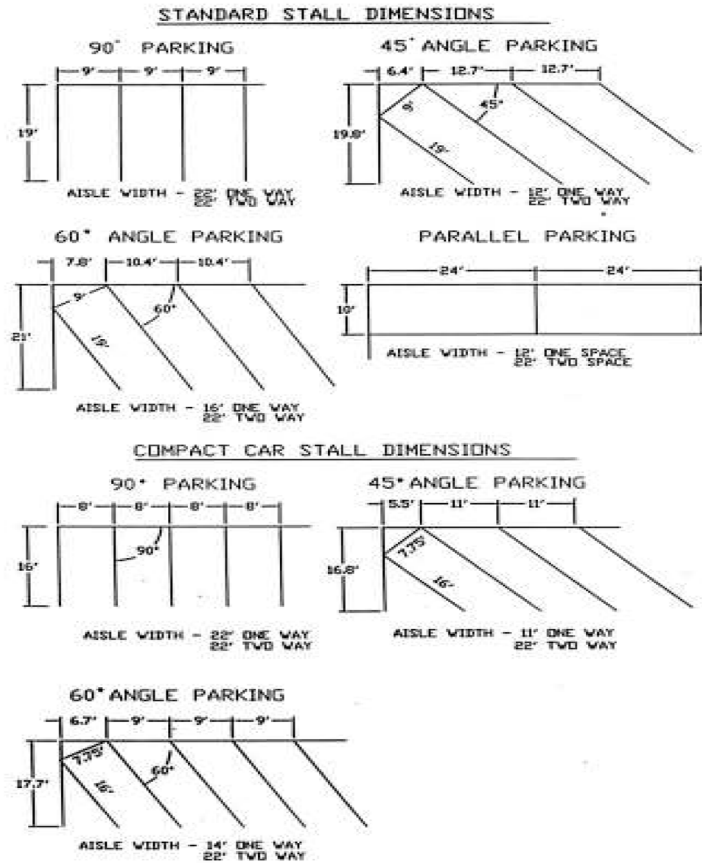
D. No inoperable vehicle shall be parked or stored on a street within a residential district. An automobile or other vehicle shall be deemed inoperable if it meets any one of the following criteria:

1. It does not meet the Official Code of Georgia requirements for operating on a public street;
2. It is extensively damaged, such damage including but not limited to any of the following: missing wheels, tires, motor or transmission;
3. It is not operable on the public streets because it is not currently registered with the Georgia Department of Motor Vehicles;

4. It is not capable of being operated on a public street due to missing or inoperable mechanical or electronic parts; or
5. It has been continuously parked in the same location for a period of thirty (30) consecutive days.

(Ord. No. 718, § 17(Exh. C), 12-14-2015; Ord. No. 843, § 3(Exh. C), 4-18-2022)

TABLE 2.3 - PARKING LOT STANDARDS



NOTES:

1. FIRE LANES SHALL BE A MINIMUM OF TWENTY-FOUR (24) FEET.
2. DIMENSIONS SHOWN FOR PARKING STALLS ARE MINIMUM. COLUMNS & OTHER OBSTRUCTIONS WILL BE ALLOWED IN THE FRONT TWO (2) FEET AND REAR FIVE (5) FEET OF THE LENGTH OF THE STALL, AND SHALL NOT INTRUDE MORE THAN SIX (6) INCHES INTO THE WIDTH OF THE STALL.
3. REFERENCE CITY OF ALPHARETTA STANDARD PLANS FOR CONSTRUCTION DETAILS.

Table 2.3.a Alternative Criteria for Off-Street Parking

The following are recommended alternative criteria for off-street parking design to reduce impervious area of the site.

Angle	Base Module	Vehicle Projection	Aisle Width	Single Loaded Module	Wall to Interlock	Interlock to Interlock	Curb to Curb	Overhang
Θ	M ₁	VP	A	M ₂	M ₃	M ₄	M ₅	Overhang
30	41'-2"	15'-1"	11'-0"	26'-1"	37'-6"	33'-10"	38'-8"	1'-3"

45	47'-0"	17'-7"	11'-10"	29'-5"	44'-0"	41'-0"	43'-6"	1'-9"
60	51'-6"	19'-0"	13'-6"	32'-6"	49'-4"	47'-2"	47'-2"	2'-2"
90	59'-0"	18'-0"	23'-0"	41'-0"	59'-0"	59'-0"	54'-0"	2'-6"
	Low Turnover			Medium Turnover			High Turnover	
Angle	Width Projection	Interlock	Width Projection	Interlock	Width Projection	Interlock	Width Projection	Interlock
Θ	WP	I	WP	I	WP	I	WP	I
30	16'-6"	3'-7"	17'-0"	3'-8"	16'-6"	3'-9"	18'-0"	3'-11"
45	11'-8"	2'-11"	12'-0"	3'-0"	12'-4"	3'-1"	12'-9"	3'-2"
60	9'-6"	2'-1"	9'-10"	2'-2"	10'-1"	2'-2"	10'-5"	2'-3"
90	8'-3"	0'-0"	8'-6"	0'-0"	8'-9"	0'-0"	9'-0"	0'-0"

Source: Urban Land Institute (2010). The Dimensions of Parking, Fifth Edition. National Parking Association.

Notes: Recommendations assume (1) one-way traffic for aisles less than 90 degrees, and two-way traffic for 90 degree parking; (2) double loaded aisles; and (3) a design vehicle that is 6'7" by 17'3".

Exhibit "B"

Sec. 2.4. Parking and Loading.

2.4.1. Vehicle Parking.

- A. Every use must provide and maintain vehicular parking in accordance with the Vehicular Parking Requirements Table, except those properties in the Downtown Overlay that are located south of Old Milton Parkway, north of Mayfield Road on the west side of Highway 9, and north of Cumming Street on the east side of Highway 9 shall provide vehicular parking in accordance with Unified Development Code Section 2.5 Parking and Loading.
- B. Vehicular Parking Requirements Table.

Use	Parking Space Ratio
Residential Activities	
Dwelling, 'For-Sale,' Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Dwelling, 'For-Sale,' Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Dwelling, 'For-Rent'	Min. 1 per bedroom (up to 2 bedrooms), plus 0.50 visitor space per unit
Bed & Breakfast	Min. 1 per guest bedroom
Hotel	Min. 1 space per guest room, plus 1 employee space per 20 guest rooms, plus 1 per 500 sf of convention rooms, conference rooms, ballrooms, restaurant and retail shops
Congregate Housing, Assisted Living Facility	Min. 1 per 2 sleeping rooms
Home-Elderly, Children, Nursing	Min. 1 per 2 sleeping rooms
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or mausoleum)	Min. 1 per 4 seats in chapel or parlor, plus sufficient space to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf
Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats

Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, plus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas
Wholesale/Industrial Uses	
Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards	Min. 1 per 1,000 sf
Public and Semipublic Uses	
Hospital	Min. 1 per bed, plus 1 per 200 sf for outpatient treatment areas
Church, Synagogue, Other Place of Worship	Min. 1 per 2 seats in the principal assembly room
Places of assembly or indoor recreation without fixed seats	Min. 1 per 500 sf playing court, rink, playing field and spectator area, plus 1 per 200 sf of patron use areas
Schools, elementary and middle schools	Min. 1 <u>two (2)</u> per classroom and administrative office, plus 5 visitor spaces; <u>however, each school property shall have a minimum of 5 parking spaces.</u>
Schools, senior high	Applicants must submit a parking study (prepared by an independent third party) to determine minimum parking requirements. The study must estimate parking demand based on reliable data collected from comparable uses or on external data from credible research organizations (e.g. Institute of Transportation Engineers or American Planning Association). It must also consider the number of students, staff, classrooms, visitors, and the availability of busing. In no case may the minimum requirement be less than 1 per classroom and administrative office, plus 1 per 4 students (based on the design capacity of the school)
Other public building	Min. 1 per 300 sf

C. Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table:

1. Off-street parking located on the same site or lot as the use it serves;
2. On-street parking located adjacent to and on the same side of the street as the site or lot containing the use it serves; and

D. When a use provides more than 120% of the minimum number of spaces required by the Vehicular Parking Requirements Table, any additional spaces in a surface parking lot must be constructed of pervious paving materials. For the purpose of conforming to this requirement, any on-street spaces or off-street spaces in parking structures must be counted towards satisfying the minimum requirement.

E. Parking In-Lieu Fees.

1. The city council may authorize vehicular parking requirements to be satisfied through payment of parking in-lieu fees according to the following fee schedule:

Parking In-Lieu Fee Schedule

If the Number of Required Spaces Satisfied through In-Lieu Program is Between:	The Fee Due is:
1—5 spaces	\$4,500 per space
6—20 spaces	\$22,500 + \$8,000 per space over 5
21—40 spaces	\$142,500 + \$14,000 per space over 20
41 spaces and greater	\$422,500 + \$20,000 per space over 40

2. Applications to use parking in-lieu fees must be made to the city council, which will then hold a public hearing to approve or deny the application. The city council must consider the following in reviewing an application for parking in-lieu:
 - a. The availability of parking in the Downtown Overlay;
 - b. The availability of alternative transportation in the Downtown Overlay;
 - c. The impact on the public health, safety, and general welfare; and
 - d. Other considerations deemed material to the application by city council.
3. Following approval of a parking in-lieu fee application, the fee must be paid in a lump sum either:
 - a. Prior to the issuance of a building permit; or
 - b. Prior to the issuance of a business license for the use for which the parking is required, if no building permit is required.
4. When parking in-lieu fees are utilized, the following apply if the use is changed or discontinued:
 - a. If a use is enlarged or replaced by a use that requires more parking, the additional parking requirement may be met by paying additional parking in-lieu fees.
 - b. If a use is reduced in area, or wholly or partially becomes vacant, or is replaced by a use that requires less parking, no additional parking in-lieu fees are required.
 - c. If a use is destroyed, the property owner may count its parking in-lieu fee spaces towards meeting the requirement of new uses built on-site, subject to "a" and "b" above.
 - d. A change of ownership or the dividing or merging of lots will not affect parking in-lieu fees or any determination that parking requirements have been met according to fees paid for a particular use, except when the change of ownership results in one of the conditions identified in "a" through "c" above.

F. On-Site Parking Special Exceptions.

1. The following applies in place of Section 4.5.5 of the Unified Development Code when some or all of the required on-site parking is not provided and said requirement is not otherwise fully or partially satisfied through the payment of parking in-lieu fees.
2. Parking special exceptions shall be heard by the Planning Commission and decided by the City Council utilizing the same process required for conditional use applications under Section 4.2. of the Unified Development Code, except the conditional use standards of Section 4.2.3.C. shall not apply.
3. Parking special exceptions may be granted when the character of the use is such that the full provisions of on-site parking facilities is unnecessary, or when a site is unable to accommodate the required number of parking spaces due to the site's size, shape, topography, existing buildings, existing trees, other natural features, or required buffers.
4. The City Council may impose conditions of approval on the special exception in order to protect the public health, safety, and general welfare.
5. In no case shall a special exception be granted from the conditions of approval imposed on a property through a zoning change granted by the City Council.

(Ord. No. 732, § 43, 2-6-2017; Ord. No. 736, § 3, 3-20-2017; Ord. No. 753, § 1(Exh. A), 3-19-2018; Ord. No. 859, § 1(Exh. A), 6-26-2023)

2.4.2. Bicycle Parking.

- A. Facilities that provide or require 25 or more vehicle parking spaces must provide a minimum of 1 bicycle parking space, plus 1 space for each additional 25 provided vehicle parking spaces, provided that no site may have fewer than 3 spaces nor be required to exceed 30 bicycle spaces.
- B. Bicycle parking facilities must comply with the following provisions.
 1. Each required bicycle parking space must be at least 2 feet by 6 feet. Where a bike can be locked on both sides of a bicycle rack without conflict, each side can be counted as a required space.
 2. Bicycle racks must be securely anchored, be easily usable with both U-locks and cable locks, and support a bicycle at 2 points of contact to prevent damage to the bicycle wheels and frame.
 3. Bicycle parking must be provided in a well-lit area.
 4. Spacing of the bicycle racks must provide clear and maneuverable access.
 5. Bicycle parking may be placed within the public right-of-way, provided the encroachment is approved by the City Transportation Engineer.
 6. Bicycle parking spaces must be as close as or closer than the nearest vehicle parking space (as measured along a pedestrian walkway from the door of the use the parking serves).

2.4.3. Driveways.

- A. Applicability. The following applies to driveways, including those serving alleys, but not to new streets in conformance with Section 2.3.3.
- B. Width. Unless approved by the City Transportation Engineer or required by the Georgia Department of Transportation along a State highway, the maximum width of curb cuts, not including flares or returns at the throat of the facility, for entrances, exits, service drives and similar facilities shall be 24 feet for two-way entrances and 12 feet for one-way entrances.

- C. Number. The maximum number of driveways allowed on a site shall not exceed an amount equal to one driveway for every 300 feet of total street frontage or fraction thereof. All parcels are permitted at least one driveway.
- D. Location. Driveways may not be located on an arterial street when access is available from a collector or local street.

2.4.4. Design of Parking Structures.

- A. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the closest adjacent street (not including an alley). Such active use shall have a minimum depth of 20 feet.
- B. Where upper stories of structured parking are adjacent to or visible from any street, they must be screened so that cars and ramps are not clearly visible from ground level view from the adjacent parcel or the adjacent street (not including an alley).
- C. Structured parking facades adjacent to or visible from any street must have the appearance of a horizontal storied building.

2.4.5. Loading.

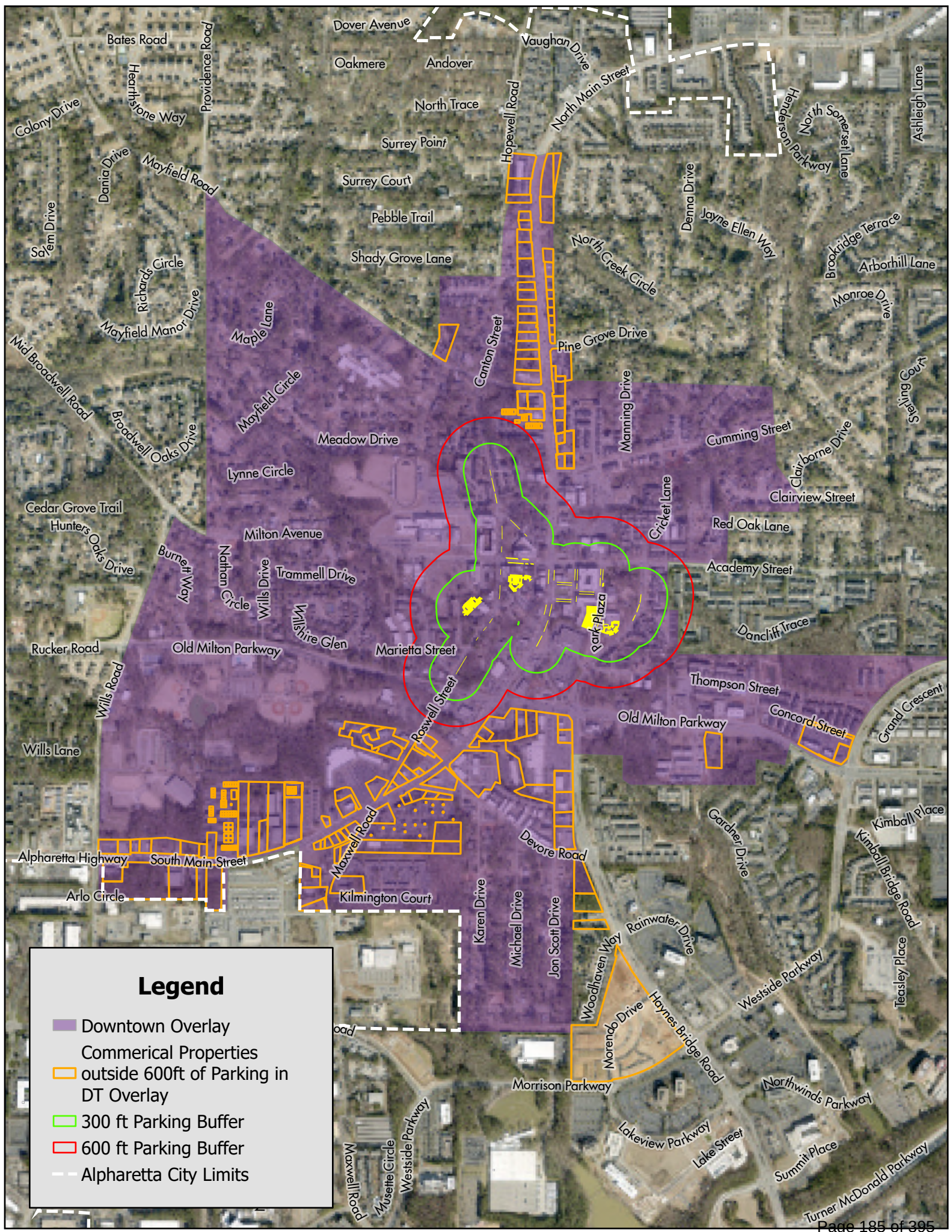
- A. On-site loading space is not required.
- B. Loading areas must be located to the rear of buildings. Loading areas must not be placed between a building and the closest adjacent street.
- C. Screening. If a loading area is provided, it must meet the following.
 - 1. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley), the entire length of the loading area must be screened.
 - 2. Screening must consist of either:
 - a. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - b. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

2.4.6. Vehicle Access and Parking Locations.

- A. No driveway or off-street parking lots may be located between a building and the closest street unless an intervening approved building type exists.
- B. Off-street parking for the following must be accessed from alleys:
 - 1. Townhouses on lots of any width.
 - 2. All other building types on lots less than 50 feet in width.
- C. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.
- D. Each 'For Sale' dwelling unit shall have a minimum 18' long and 10' wide paved driveway, as measured from the garage to the back of sidewalk, or back of curb where a sidewalk is not provided.

- E. Enclosed tandem parking spaces shall only count for one required parking space, since only one space is fully accessible.

(Ord. No. 772, § 7, 2-4-2019)



Legend

- Downtown Overlay
- Commercial Properties outside 600ft of Parking in DT Overlay
- 300 ft Parking Buffer
- 600 ft Parking Buffer
- Alpharetta City Limits



STAFF REPORT

Department: Community Development

Submitted By: Michael Woodman

Meeting Date: August 18, 2025

AGENDA ITEM:

PH-25-03 Unified Development Code Text Amendments – Zoning Districts and Permitted Use Districts and Regulations

SECOND READING

The first reading and public hearing of this item occurred during the July 28, 2025 City Council Meeting.

Consideration of text amendments to Section 2.1 Zoning Districts and Section 2.2 Permitted Use Districts and Regulations of Article II of the Unified Development Code to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan.

STAFF RECOMMENDATION:

Recommend approval.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Consideration of text amendments to the Unified Development Code (UDC) to amend Article II Use of Land and Structures to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan. This item was considered at the July 10, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval. Vote 6-0.

Staff recommends text amendments to Unified Development Code (UDC) Article II Section 2.1 Zoning Districts and Section 2.2 to clean up zoning district titles and descriptions and to clarify that certain zoning districts are in accordance with a specific master plan. Amend UDC Section 2.1, Subsection 2.2.8, Subsection 2.2.8a, and Subsection 2.2.9 to clean up titles and descriptions. Delete UDC Section 2.2a and Table 2.2a Conditional Use Review Criteria which represents a duplicate of information provided in UDC Subsection 4.2.3(B). Amend UDC Subsection 2.2.11 CUP Community Unit Plan, Subsection 2.2.13 O-I Office-Institutional, Subsection 2.2.16 PSC Planned Shopping Center, Subsection 2.2.20 MU Mixed Use, and Table 2.2 List of Permissible and Conditional Uses to clarify that the CUP, O-I, PSC, and MU zoning districts are in accordance with a specific master plan.

ALTERNATIVES:

The alternative is to leave the ordinance without changes.

ATTACHMENTS:

1. Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND CERTAIN ZONING DISTRICT TITLES AND DESCRIPTIONS; TO AMEND CERTAIN ZONING DISTRICTS TO CLARIFY THAT THEY ARE IN ACCORDANCE WITH A MASTER PLAN; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council" or "Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

WHEREAS, the City Council desires to amend Article II of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

Section 1: Article II, Section 2.1 titled "Zoning Districts" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "A" attached hereto as if fully set forth herein.

Section 2: Article II, Section 2.2 titled "Permitted Use Districts and Regulations" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "B" attached hereto as if fully set forth herein.

Section 3: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as

applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of April ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

Exhibit "A"

SECTION 2.1 - ZONING DISTRICTS

2.1.1 Establishment of zoning districts.

In order to regulate, restrict and segregate the uses of land and structures, and to regulate and restrict the height and bulk of structures and the area of yards and other open spaces about structures, to regulate and restrict density of population, and to implement the intent of this Ordinance, the incorporated area of the City of Alpharetta, is hereby divided into the following zoning districts:

AG Agriculture. An area to be used either at present or in the future for agriculturally related uses including the production of crops, general farming, raising and breeding of farm animals and poultry. This would include the development of large lot dwelling, 'For-Sale', detached residential subdivisions (five-acre dwelling, 'For-Sale', lots or larger).

RE Residential Estate. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 3 acres.

R Dwelling, 'For-Sale' Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than one acre.

R-22 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 22,000 square feet.

R-15 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 15,000 square feet.

R-12 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 12,000 square feet.

R-10 Dwelling, 'For-Sale', Detached Residential. A district intended for detached 'For-Sale' residential dwellings and related uses, developed on lots of no less than 10,000 square feet.

R-4A Dwelling, 'For-Sale', Attached Residential—~~Low~~ Medium Density. A district intended for attached 'For-Sale' residential dwellings and related uses, at a density of up to four (4) dwelling units per gross acre.

R-4D Dwelling, Single-Family 'For Sale' Detached Residential—~~Low~~ Medium Density. A district intended for single-family detached residential and related uses, at a density of up to four (4) dwelling units per gross acre on lots of no less than 5,000 square feet.

R-8A/D Dwelling, 'For-Sale', Attached/Detached Residential—~~Medium~~ High Density. A district intended for attached/detached 'For-Sale' residential dwellings and related uses, at a density of up to eight (8) dwelling units per gross acre Attached and 4,500 sq. ft. Detached.

R-10M Dwelling, 'For-Rent' or 'For-Sale' Residential. A district intended for rental or 'For-Sale' residential and related uses, at a density of up to ten (10) dwelling units per gross acre ~~Attached and 4,500 sq. ft. Detached.~~

CUP Community Unit Plan. A planned mixed-use district which allows the combination of dwelling, 'For-Sale', and dwelling, 'For-Rent', residential uses, neighborhood shopping use, or office and institutional use in accordance with a specific ~~concept~~ master plan.

O-P Office-Professional. A district primarily intended to provide for business and professional offices, hospitals, medical and dental clinics, and limited commercial activity.

O-I Office-Institutional. A district for planned office developments. Commercial activities related to the overall development are also permitted in combination with the office development, but only as accessory uses in accordance with a specific master plan, such as a coffee shop within an office building.

C-1 Neighborhood Commercial. A district for shopping centers and retail establishments with a market orientation serving the surrounding neighborhood and community with convenience goods, limited retail sales, and personal services.

C-2 General Commercial. A mixed-use district which allows general office, commercial and service uses designed to provide convenience goods, shopper goods, and highway commercial sales and services.

PSC Planned Shopping Center. A district intended to accommodate a group of retail sales and services establishments planned, constructed, and managed as a total entity, in accordance with a specific master plan.

L-I Light Industrial. A district primarily intended for limited manufacturing, assembling, wholesaling, warehousing, and related activities.

OSR Open Space and Recreational. Areas set aside for dedicated open space, lakes and recreational facilities for use of City residents.

SU Special Use. A district set aside to include elementary, middle and high schools, colleges and universities, facilities for social and fraternal organizations and governmental institutions and facilities.

MU Mixed Use. A district intended to allow for the development of a mix of uses ~~within the framework of a master plan~~ in accordance with a specific master plan.

Exhibit "B"

SECTION 2.2 - PERMITTED USE DISTRICTS AND REGULATIONS

The following provisions apply to each of the zoning districts, as noted. In addition, requirements are contained in the Supplementary Regulations and in other Sections that apply to some or all of the Zoning Districts collectively.

~~SECTION 2.2 a – CONDITIONAL USE REVIEW CRITERIA~~

~~When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:~~

- ~~1. Site design.~~
 - ~~2. Property access.~~
 - ~~3. Hours of operation of the business.~~
 - ~~4. Vehicular trips generated by the use.~~
 - ~~5. Impact of the use on surrounding properties.~~
 - ~~6. Impact of the use on the natural features of the site.~~
 - ~~7. Separation from similar uses and conflicting uses.~~
- ~~(Ord. No. 807, § 2(Exh. B), 9-8-2020)~~

2.2.8 R-4A dwelling, 'for-sale', attached residential—~~Low~~ Medium density.

- A. *Permitted Principal Uses.* A property in the R-4A district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Attached.
 2. Semipublic Uses, Utilities.
 - a. Park or Playground.
- B. *Accessory Uses.* A property in the R-4A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

-
2. Home Occupation in a residence.
 3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-4A district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—1 acre.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—30 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard:

From lot line of adjacent property—20.

Between building groupings—20 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

2.2.8a R-4D dwelling, 'for sale' detached residential—~~Low~~ Medium density.

A. *Permitted Principal Uses.* A property in the R-4D district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, Single-Family Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-4D district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-4D district may be used for any of the following only upon approval as a conditional use by the City Council.

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—5,000 sf.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—50 ft.

Minimum Setbacks.

Front yard—from all street frontages.

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—5 feet.

Corner Side Yard—10 feet.

Rear yard:

With Rear Alley—0'.

No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

(Ord. No. 692, § 1(Exh. 1), 7-21-2014)

2.2.9 R-8A/D dwelling, 'for-sale', attached/detached residential—Medium High density.

A. *Permitted Principal Uses.* A property in the R-8A/D district may be used for those uses in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.

a. Dwelling, 'For-Sale', Attached and Detached.

2. Semipublic Uses, Utilities.

a. Park or Playground.

B. *Accessory Uses.* A property in the R-8A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

2. Home Occupation in a residence.

-
3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-8A district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—the development shall occupy a total of at least 1 acre Attached, 4,500 sq. ft. Detached. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—8 per gross acre.

Minimum Lot Width—50 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard.

From lot line of adjacent property—5 feet.

Between building groupings—10 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—W/Rear Alley—0', No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

Rear Yard: Alley—0', No Rear Alley—20'

(Ord. No. 675, § 1, 6-3-2013)

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses within the framework of a in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. The district regulations are intended to allow greater design flexibility without increasing overall density.

- A. *Permitted Principal Uses.* A property in the CUP district may be used only for those uses approved as part of the conditions of approval of the CUP zoning on the property including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall CUP development is further limited by the following requirements:

Dwelling, 'For-Sale', Detached Residential: A minimum of 25% of the gross land area of the CUP shall be utilized for 'For-Sale' detached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Sale', Attached Residential: No more than 20% of the gross land area of the CUP may be used for 'For-Sale' attached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Rent', Residential: Rental units and related accessory uses, streets and other facilities shall not exceed 20% of the gross land area of the CUP.

Commercial: Uses permitted in the C-1 category shall not exceed (in aggregate) 10% of the gross land area of the CUP.

Open Space: A minimum of 15% of the gross land area must be set aside as open space.

Office and Light Industrial: The following uses shall not exceed (in aggregate) 25% of the gross land area of the CUP:

Office buildings, office parks, research and development and related accessory uses, streets and other facilities.

Wholesale, storage or industrial uses and related accessory uses, streets and other facilities.

- B. *Accessory Uses.* A property in the CUP district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted under the conditions of approval for the CUP zoning on the property.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Special Care Home in a 'For-Sale' detached dwelling.
5. Swimming pool, tennis court, playhouse, storage shed, patio and other private recreation facilities.

-
6. Clubhouse, swimming pool, or community recreation facilities serving a development.
 7. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 8. Signs, subject to all of the requirements regulating signage herein.
 9. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the CUP district may be used for those uses listed in Table 2.2, including any of the following uses if the uses have been included in the conditions of approval for the CUP zoning on the property; or if the uses are designated on the CUP's Concept Plan; or if the CUP's concepts plan identifies district categories (i.e. commercial, office) wherein the use would otherwise be permitted by right or as a conditional use:
1. *Agricultural and Residential Uses.*
 - a. Dwelling, Group (congregate housing, assisted living facility, home-elderly, nursing).
 - b. Dwelling, 'For-Sale' Attached.
 - c. Dwelling, 'For-Sale' Detached.
 - d. Dwelling, 'For-Rent'.
 - e. Bed and Breakfast.
 2. *Business Uses.*
 - a. Animal Hospital, small animals.
 - b. Art Galleries.
 - c. Athletic Facility.
 - d. Automobile Sales and Leasing.
 - e. Automobile Service and Service Station.
 - f. Automotive Parts.
 - g. Bakery.
 - h. Barber Shop.
 - i. Bank, Savings and Loan.
 - j. Beauty Shop.
 - k. Book Store or Stationery.
 - l. Boutique Hotel.
 - m. Bowling Alley.
 - n. Brewery.
 - o. Broadcasting Studio (radio or TV).

-
- p. Building Equipment/Material.
 - q. Clinic.
 - r. Contractor's Office with and without outside storage.
 - s. Convenience Market with or without gas pumps.
 - t. Dance Studio.
 - u. Day Care Center.
 - v. Distillery.
 - w. Drug Store.
 - x. Dry Cleaning Pick-up Station.
 - y. Equestrian Center.
 - z. Extended stay hotel (see Section 2.7).
 - aa. Fitness Studio.
 - bb. Florist, Retail without Greenhouse.
 - cc. Funeral Home wino cemetery or mausoleum.
 - dd. Golf, Miniature.
 - ee. Grocery Store.
 - ff. Hardware and Garden Supply Store.
 - gg. Hotel or Motel.
 - hh. Hotel, Hybrid.
 - ii. Laboratory, Research or Commercial.
 - jj. Laundry, Self-Serve, Pick-up.
 - kk. Liquor Store.
 - ll. Office Building or Office Park (Research and Development shall be a permitted use within an existing Office Building or Office Park or where office is a permitted use within an existing master plan).
 - mm. Park, playground.
 - nn. Pet Day Care.
 - oo. Pet Grooming.
 - pp. Print Shop.
 - qq. Public Building.
 - rr. Recreation Facilities, Indoor and Outdoor.

-
- ss. Rental Services Establishment without outside storage.
 - tt. Research and Development.
 - uu. Restaurant.
 - vv. Restaurant, with Drive-thru window.
 - ww. Retail Sales and Services Establishments not otherwise listed for this zoning district.
 - xx. Retail Establishment, Mixed Sales.
 - yy. School, Commercial.
 - zz. Shop or Studio, Craftsman/Artist.
 - aaa. Spa Services.
 - bbb. Special Event Facility.
 - ccc. Theater, Cinema.
3. *Wholesale, Storage and Industrial Uses.*
- a. Laundry, Industrial.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Manufacturing, Light.
 - d. Wholesale Establishment.
4. *Semipublic Uses, Utilities.*
- a. Airport, public or private.
 - b. Amphitheater.
 - c. Auditorium.
 - d. Church, Synagogue.
 - e. Club, association or lodge.
 - f. Country Club.
 - g. Fire Station.
 - h. Golf Course, Driving Range.
 - i. Heliport, public or private.
 - j. Hospital.
 - k. Library.
 - l. Museum.
 - m. Parle or Playground.

-
- n. Power Station.
 - o. School, Academic.
 - p. Switching Station (Telecom).
 - q. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - r. Wireless Tower.

D. *District Regulations.* Minimum Lot Size: the minimum area permitted to be zoned for a CUP is 100 acres.

Lot sizes in use areas: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance and shall comply with the minimum lot size required by such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Maximum Density of Dwelling Units: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the lot size or, when applicable, density limitations of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Minimum Lot Width, Minimum Setbacks, Maximum Coverage by Principal Buildings, Maximum Building Height, Minimum Floor Area of a Dwelling Unit, Screening and Buffers: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the requirements of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Open space: Each CUP shall have a minimum of 15% of the gross acres of the CUP dedicated or set aside as open space. Amenities may be included within the 15% open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this Ordinance or other applicable laws.

(Ord. No. 718, §§ 2, 4, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.13 O-I office-institutional.

This district is intended for the development of planned office areas which allow for design flexibility in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. Commercial activities are permitted as subordinate uses to ~~the~~ office development.

A. Permitted Principal Uses. A property in the O-I district may be used only for those uses approved as part of the conditions of approval of the O-I zoning on the property including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall O-I development is further limited by the following requirements:

1. Business Uses.

- a. Bank (lots less than 5 acres)
- b. Office (lots less than 5 acres)

-
- c. Research and Development (lots less than 5 acres subject to Design Review Board approval)
 - d. A use that is permitted in accordance with an approved master plan that is required for rezoning to the O-I district.

B. *Conditional Principal Uses.* A property in the O-I district may be used for the uses listed below and shown in Table 2.2 in accordance with an approved master plan, unless superseded by applicable conditions of approval for rezoning, variance, master plan, master plan amendment, or conditional use. ~~Lots of less than five (5) acres in size may be developed for bank, office or research and development use without public hearing subject to Design Review Board Approval.~~

1. *Residential Uses.*

- a. Dwelling, Group (nursing home, children's home, congregate housing, assisted living facility).

2. *Business Uses.*

- a. Bank, Savings and Loan.
- b. Broadcasting Studio (radio or TV).
- c. Clinic.
- d. Congregate Housing.
- e. Day Care Center.
- f. Drug Store.
- g. Manufacturing, Heavy.
- h. Office Building or Office Park (Research and Development shall be a permitted use within an existing Office Building or Office Park or where office is a permitted use within an existing master plan).
- i. Recreational Facilities (Indoor or Outdoor).
- j. Research and Development.
- k. Special Event Facility.
- l. Theater, Cinema.

3. *Semipublic Uses, Utilities.*

- a. Church, Synagogue.
- b. Club, association or lodge.
- c. Golf Course, Driving Range.
- d. Heliport.
- e. Hospital.
- f. Library.
- g. Museum.

-
- h. Public Building.
 - i. School, Academic.
 - B. *Accessory Uses.* A property in the O-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

 - 1. Dwelling, 'For-Sale', Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is an accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.
 - 2. Privacy and decorative fences and walls.
 - 3. Swimming pool, tennis court, patio and other private recreation facilities.
 - 4. Clubhouse, swimming pool, or community recreation facilities serving a development.
 - 5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 - 6. Signs, subject to all of the requirements regulating signage herein.
 - 7. Retaining walls and other site improvement structures approved as part of the development permit.
 - 8. Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.
 - C. *Conditional Subordinate Uses.* A property in the O-I district may be used for any of the following listed uses upon approval as a conditional use by the City Council provided that the uses in aggregate do not constitute more than 25% of the total project and are not segregated so as to create a retail strip center.
 - 1. *Residential Uses.*
 - a. Reserved.
 - 2. *Business Uses.*
 - a. Animal Hospital, Small Animal.
 - b. Art Galleries.
-

-
- c. Athletic Facility.
 - d. Automobile Service and Service Station.
 - e. Bakery.
 - f. Barber Shop.
 - g. Beauty Shop.
 - h. Book Store.
 - i. Boutique Hotel.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Car Wash.
 - m. Contractor's Office without outside storage.
 - n. Convenience Market with or without gas pumps.
 - o. Dance Studio.
 - p. Distillery.
 - q. Dry Cleaning Pick-up Station.
 - r. Extended Stay Hotel (see Sec. 2. 7).
 - s. Fitness Studio.
 - t. Florist, Retail without Greenhouse.
 - u. Funeral Home w/out cemetery or mausoleum.
 - v. Golf, Miniature, or Golf Driving Range.
 - w. Hotel/motel.
 - x. Hotel, Hybrid.
 - y. Laboratory, Research or Commercial.
 - z. Liquor Store.
 - aa. Parking Lot, Commercial.
 - bb. Print Shop.
 - cc. Restaurant.
 - dd. Restaurant, with Drive-thru window.
 - ee. Retail Sales & Services Establishments subject to the limitation of [subsection] 2.2.13 B 8.
 - ff. School, Commercial.

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- gg. Spa Services.
3. *Wholesale, Storage and Industrial Uses.*
- a. Manufacturing, Light.
4. *Semipublic Uses, Utilities.*
- a. Airport.
- b. Amphitheater.
- c. Auditorium.
- d. Country Club.
- e. Fire Station.
- f. Park or Playground.
- g. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- h. Wireless Tower.
- D. *District Regulations.*
- Minimum Lot Area—the development shall occupy a total of not less than 25 acres. No minimum lot size is required for each building within the development.
- Minimum Lot Width—none.
- Minimum Setbacks.
- Front yard—from all street frontages:
- From right-of-way of local street—50 feet.
- From right-of-way of all other streets—65 feet.
- Side yard—15 feet.
- Rear yard—15 feet.
- Maximum Coverage By Principal Buildings—40%.
- Maximum Building Height—40 feet.
- E. *Screening and buffers. (See Sec. 2.3.5.)*
- F. *Open space.* All areas zoned O-I shall have a minimum of 10% of the gross acres dedicated or set aside as open space for developments up to 100 acres and shall have a minimum of 15% of the gross acres dedicated or set aside as open space for developments containing 100 acres or more. Amenities may be included and are encouraged within the open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

(Ord. No. 718, §§ 3, 6, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 813, § 1(Exh. A), 10-26-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.16 PSC planned shopping center.

~~All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center. This district is intended for the development of planned shopping center or specialty shopping center areas which allow for design flexibility in accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. Certain residential uses are permitted as principal uses in the shopping center development.~~

- A. Permitted Principal Uses. A property in the PSC district may be used only for those uses approved as part of the conditions of approval of the PSC zoning on the property, including those identified in the master plan, and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall PSC development is further limited by the following requirements:

2. Uses.

- a. A use that is permitted in accordance with an approved master plan that is required for rezoning to the PSC district.

- B. Conditional Principal Uses. A property in the PSC district may be used for ~~those the~~ uses listed below and shown in Table 2.2 in accordance with an approved master plan, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use, ~~only upon approval as a conditional use by the city council.~~

1. Residential Uses.

- a. Dwelling, 'For-Sale', Attached (only allowed in the North Point Overlay and not exceeding (8) dwelling units/acre unless additional density is authorized in accordance with said overlay).
- b. Dwelling, 'For-Sale', Detached (only allowed in the North Point Overlay and not exceeding (8) dwelling units/acre unless additional density is authorized in accordance with said overlay).

2. Business Uses.

- a. Art Galleries.
- b. Bakery.
- c. Barber Shop.
- d. Bank, Savings and Loan.
- e. Beauty Shop.
- f. Brewery.
- g. Book Store.
- h. Car Wash.
- i. Carpet and Rug Sales.

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- j. Clinic.
 - k. Dance Studio.
 - l. Day Care Center.
 - m. Distillery.
 - n. Drug Store (Pharmacy).
 - o. Florist, Retail without Greenhouse.
 - p. Grocery Store (max. 50,000 SF in the North Point Overlay).
 - q. Hardware Store (max. 50,000 SF in the North Point Overlay).
 - r. Home Improvement Store.
 - s. Laundry, Self-Serve, Pick-up.
 - t. Liquor Store.
 - u. Office Building or Park.
 - v. Pest Control Business.
 - w. Rental Services Establishment without outside storage.
 - x. Restaurant.
 - y. Restaurant w/Drive-thru window.
 - z. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - aa. Retail Establishment, Mixed Sales.

- B. *Accessory Uses.* A property in the PSC district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

- 1. Privacy and decorative fences and walls.
- 2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
- 3. Signs, subject to all of the requirements regulating signage herein.
- 4. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Subordinate Uses.* A property in the PSC district may be used for any of the following only upon approval as a conditional use by the City Council and provided that these uses in aggregate do not constitute more than 50% of the site area:

- 1. *Residential Uses.*

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- a. Reserved.
2. *Business Uses.*
- a. Animal Hospital, small animals.
 - b. Athletic Facility.
 - c. Automobile Service and Service Station.
 - d. Automotive Parts.
 - e. Bowling Alley.
 - f. Boutique Hotel.
 - g. Broadcasting Studio (radio or TV).
 - h. Convenience Center with gas pumps.
 - i. Dry Cleaning Plant.
 - j. Dry Cleaning Plant with pick-up station.
 - k. Fitness Studio.
 - l. Funeral Home with no cemetery or mausoleum.
 - m. Greenhouse, Nursery.
 - n. Golf, Miniature.
 - o. Hotel or Motel.
 - p. Hotel, Hybrid.
 - q. Nail Salon.
 - r. Parking Lot, Commercial.
 - s. Pet Day Care.
 - t. Pet Grooming.
 - u. Print Shop.
 - v. Recreation Facilities, Indoor.
 - w. School, Commercial.
 - x. Shop or Studio, Craftsman/Artist.
 - y. Spa Services.
 - z. Special Event Facility.
 - aa. Theater, Cinema.
3. *Semipublic Uses, Utilities.*

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- a. Auditorium.
 - b. Church, Synagogue.
 - c. Club, fraternity, association or lodge.
 - d. Heliport, public or private.
 - e. Libraries.
 - f. Museum.
 - g. Park or Playground.
 - h. Public Building.
 - i. Recreational Facilities (Outdoor).
 - j. School, Academic.
 - k. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - l. Wholesale Establishment.
 - m. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—the planned development shall occupy a total of at least 10 acres. No minimum lot size is required for each building or related development site within the overall development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. *Screening and buffers.* (See Sec. 2.3.5)

F. *Review Criteria.* The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

- 1. Pedestrian connectivity to all uses.
- 2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.

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3. Accommodations for public transportation.
 4. Buildings that face or appear to face public roadways.
 5. Appearance standards for buildings and structured parking.
 6. Limitations on uninterrupted building elevations.
 7. Creation of vistas and view corridors within development.
 8. Focal point features at prominent locations and ends of vistas.
 9. Incorporation of natural site features.
 10. Block lengths conducive to pedestrian traffic.
 11. Detention and retention facilities designed to be aesthetically pleasing.
 12. Creative methods for stormwater management to provide additional open space.
 13. Attractive and usable street furniture in public spaces.
 14. Emphasis on a high quality landscape plan.

(Ord. No. 715, § 2, 9-28-2015; Ord. No. 718, §§ 3, 4, 12-14-2015; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, §§ 2, 4, 6, 7-10-2017; Ord. No. 767, §§ 1—3, 10-22-2018; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses ~~within the framework of a in~~ accordance with a specific master plan. Every rezoning to this district must include a condition that development occur in accordance with a master plan, which master plan shall include permitted uses allowed on the property. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

A. *Applicability.* This zoning district is applicable to properties located within:

1. Areas that are primarily non-residential in character; or
2. Along major roadways that are primarily commercial in character; or
3. Historic Downtown Alpharetta; or
4. As noted in the Comprehensive Land Use Plan.

B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property, including those identified in the master plan, and as further limited below, and for "Conditional Uses" below. The use of land within an overall MU development is further limited by the following requirements:

1. Dwelling, attached or detached: At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses. Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.

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2. Commercial: At least 10% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 3. Open Space: MU developments shall incorporate the following amounts and types of open space:
 - a. All developments: A minimum of 10% of the gross land area shall be designed for use as civic space in conformance with Sec. 2.10.10.C of the North Point Overlay.
 - b. Developments with residential uses: In addition to the requirements of "a" immediately above, each MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. This requirement shall not apply in the North Point Overlay, where alternate standards apply.
 4. Office/Institutional: At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
 5. Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above (prior to redevelopment) are not subject to said requirements when all of the following are met:
 - a. At least 75% of the total existing floor area remains after redevelopment; and
 - b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
 - c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1", "2" or "4" above.

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

- C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as any additional uses included in the conditions of approval for the MU zoning on the property.

Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, congregate housing).
- b. Dwelling, 'For-Rent'.
- c. Dwelling, 'For-Sale', Attached and Detached.
- d. Bed and Breakfast.

2. *Commercial Uses:*

- a. Art Gallery.
- b. Athletic Facility.
- c. Bakery.
- d. Bank, Savings & Loan.
- e. Barber Shop.
- f. Beauty Shop.
- g. Book Store.
- h. Boutique Hotel.
- i. Brewery.
- j. Clinic.
- k. Dance Studio.
- l. Day Care Center.
- m. Distillery.
- n. Drug Store (Pharmacy).
- o. Dry cleaning, Pickup Station.
- p. Fitness Studio.
- q. Florist, Retail.
- r. Grocery Store (max. 50,000 SF in the North Point Overlay).
- s. Hardware and Garden Supply Store (max. 50,000 SF in the North Point Overlay).
- t. Hotel/Motel.
- u. Hotel, Hybrid.
- v. Liquor Store.
- w. Manufacturing. Heavy.

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- x. Nail Salon.
 - y. Office.
 - z. Pet Grooming.
 - aa. Print Shop.
 - bb. Recreation Facilities, Indoor and Outdoor.
 - cc. Restaurant.
 - dd. Retail Establishment.
 - ee. School, Commercial.
 - ff. Spa Services.
 - gg. Special Event Facility.
 - hh. Theater, Cinema.
3. *Semipublic Uses, Utilities:*
- a. Church, Synagogue.
 - b. Heliport.
 - c. Library.
 - d. Museum.
 - e. Park or Playground.
 - f. Public Building.
 - g. School, Academic.

D. *District Regulations.*

Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.

Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre, except when City Council approves greater density by conditional use in the North Point Overlay. Density shall be calculated based on the gross acreage of the entire MU master plan.

Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.

Maximum Impervious Area: 80% for the entire MU development.

Civic Space: See Sec. 2.20.B.3.

Open Space: Open space may include residential recreational amenities. However, at least 50% of the required open space shall be provided in passive land area(s).

E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:

1. Retail, restaurant, office, and personal service uses at ground level.
2. Pedestrian connectivity to all uses.
3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
4. Accommodations for public transportation.
5. Buildings that face or appear to face public roadways.
6. Appearance standards for buildings and structured parking.
7. Limitations on uninterrupted building elevations.
8. Creation of vistas and view corridors within development.
9. Focal point features at prominent locations and ends of vistas.
10. Incorporation of natural site features.
11. Block lengths conducive to pedestrian traffic.
12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

F. *Time Linkage/Concurrency.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project, subject to the following:

1. *Open Space and Civic Space.* No certificate of occupancy for any use shall be issued until a proportional amount of required open space and civic space has been installed.

Furthermore, when reviewing the phasing strategy or timeline, the City Council may link the issuance of other permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

(Ord. No. 702, § 1(Exh. A), 3-2-2015; Ord. No. 732, § 1, 2-6-2017; Ord. No. 741, § 4, 6-5-2017; Ord. No. 744, § 2, 7-10-2017; Ord. No. 749, §§ 2, 3, 9-18-2017; Ord. No. 767, § 4(Exh. A), 10-22-2018; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022; Ord. No. 871, § 2(Exh. B), 5-20-2024.)

ORDINANCE NUMBER:

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. **An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district.** An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use **in that district if a Conditional Use Permit is granted by the City Council in accordance with an approved master plan that is required for rezoning to the district.** For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC*	LI	OS-R	SU	MU*
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											<u>⊖ M</u>	S					O		X	
Amphitheater												<u>⊖ M</u>	S					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											<u>⊖ M</u>	S		O	O	S	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												<u>⊖ M</u>	S	O	X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Asphalt Plant																		O			
Athletic Facility												<u>⊖ M</u>	S		O	X	S	X			<u>⊖ M</u>
Auditorium	O											<u>⊖ M</u>	S	O	O	O	S	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												<u>⊖ M</u>				O		X			
Automotive Parts												<u>⊖ M</u>			O	X	S	X			

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zoning district subject to the general provisions of the Unified Development Code. **An "M" means that a use that is permitted in accordance with an approved master plan that is required for rezoning to the district.** An "A" means that the use is permitted as an accessory use in the zoning district subject to the general provisions of the Unified Development Code. An "S" means that the use will be permitted as a subordinate use **in that district if a Conditional Use Permit is granted by the City Council in accordance with an approved master plan that is required for rezoning to the district.** For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC*	LI	OS-R	SU	MU*
Automotive Service & Service Station												<u>Θ M</u>	S			X	S	X			
Bakery												<u>Θ M</u>	S	O	X	X	<u>Θ M</u>	X			<u>Θ M</u>
Bank, Savings and Loan, Mortgage Company												<u>Θ M</u>	<u>Θ M</u>	X	X	X	<u>Θ M</u>	X			<u>Θ M</u>
Barber/Beauty Shop												<u>Θ M</u>	S	X	X	X	<u>Θ M</u>				<u>Θ M</u>
Bed and Breakfast	X	O	O	O	O						X	<u>Θ M</u>		X	X	X					<u>Θ M</u>
Book Store or Stationery												<u>Θ M</u>	S	A	X	X	<u>Θ M</u>	X			<u>Θ M</u>
Bottle Gas Storage and Distribution																		X			
Boutique Hotel												<u>Θ M</u>	S			O	S	O			<u>Θ M</u>
Bowling Alley												<u>Θ M</u>	S		O	X	S	X			
Brewery												<u>Θ M</u>	S		O	O	<u>Θ M</u>	X			<u>Θ M</u>

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USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC*	LI	OS-R	SU	MU*
Broadcasting Studio (Radio and TV)	O											<u>⊖ M</u>	<u>⊖ M</u>			X	S	X			
Builder's Equipment/Material	O											<u>⊖ M</u>				O		X			
Car Wash													S			O	<u>⊖ M</u>	X			
Carpenter Shop, Woodworking	O																	X			
Carpet and Rug Sales															X	X	<u>⊖ M</u>	X			
Cemetery	O																			O	
Check Cashing															O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	<u>⊖ M</u>	<u>⊖ M</u>	O	O	O	S	X		O	<u>⊖ M</u>
Clinic, Public/Private												<u>⊖ M</u>	<u>⊖ M</u>	X	X	X	<u>⊖ M</u>				<u>⊖ M</u>

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Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	<u>⊖ M</u>	<u>⊖ M</u>	O	O	O	S			O	
Concrete Plant																		O			
Congregate Housing, Assisted Living Facility											O	<u>⊖ M</u>	<u>⊖ M</u>		O	O		X			<u>⊖ M</u>
Contractor's Office without outside storage												<u>⊖ M</u>	S	X	O	X		X			
Contractor's Office with outside storage												<u>⊖ M</u>				O		X			
Convenience Center w/Gas Pumps												<u>⊖ M</u>	S			X	S	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	<u>⊖ M</u>	S								
Dance Studio												<u>⊖ M</u>	S		X	X	<u>⊖ M</u>	X			<u>⊖ M</u>

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USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC*	LI	OS-R	SU	MU*
Day Care Center												<u>⊖ M</u>	<u>⊖ M</u>	X	X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Discount Store																		X			
Distillery												<u>⊖ M</u>	S		O	O	<u>⊖ M</u>	X			<u>⊖ M</u>
Drug Store (Pharmacy)												<u>⊖ M</u>	<u>⊖ M</u>		X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Dry Cleaning, Pick-Up Station												<u>⊖ M</u>	S	O	X	X	S	X			<u>⊖ M</u>
Dry Cleaning, Plant																		O			
Dwelling, 'For-Sale', Attached								X		X	X	<u>⊖ M</u>					<u>⊖ M</u>				<u>⊖ M</u>
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		<u>⊖ M</u>					<u>⊖ M</u>				<u>⊖ M</u>
Dwelling, 'For-Rent'											X	<u>⊖ M</u>									<u>⊖ M</u>
Dwelling, Group											O	<u>⊖ M</u>	<u>⊖ M</u>		O	O					<u>⊖ M</u>

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Equestrian Center	O	O	O	O	O							<u>⊖ M</u>								X	
Extended Stay Hotel (see Section 2.7)												<u>⊖ M</u>	S			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	<u>⊖ M</u>									
Farmlands (including Livestock, poultry)	X																				
Fire station												<u>⊖ M</u>	S							X	
Fireworks Sales																		X			
Fitness Studio												<u>⊖ M</u>	S	O	X	X	S	X			<u>⊖ M</u>
Florist, Retail												<u>⊖ M</u>	S	O	X	X	<u>⊖ M</u>				<u>⊖ M</u>
Funeral Homes with no cemetery or mausoleum												<u>⊖ M</u>	S		O	O	S	X			

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Glass Fabrication																		O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	<u>⊖ M</u>	<u>⊖ M</u>					O		X	
Golf, Miniature												<u>⊖ M</u>	S		O	O	S			X	
Greenhouse, Nursery	O															O	S	X			
Grocery Store												<u>⊖ M</u>			O	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X					<u>⊖ M</u>									
Hardware and Garden Supply Store												<u>⊖ M</u>			X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Heliport, Public/Private	O											<u>⊖ M</u>	<u>⊖ M</u>				S	X		X	<u>⊖ M</u>
Home Improvement Store																X	<u>⊖ M</u>	X			

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Home-Elderly, Children, Nursing											O	<u>⊖ M</u>	<u>⊖ M</u>		O	O		X			
Hospital												<u>⊖ M</u>	<u>⊖ M</u>		O	X		X		X	
Hotel or Motel												<u>⊖ M</u>	S		O	O	S				<u>⊖ M</u>
Indoor Shooting Range																		O			
Junk/Salvage Yard																		O			
Kennel	O																	X			
Laboratory, Research Commercial												<u>⊖ M</u>	S					X			
Laundry, Industrial												<u>⊖ M</u>						O			
Laundry, Self-Serve, Pick-Up												<u>⊖ M</u>			X	X	<u>⊖ M</u>	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			

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Liquor Store												<u>⊖ M</u>	S		O	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Locker, Frozen Food or Cold Storage												<u>⊖ M</u>						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												<u>⊖ M</u>	S					X			
Massage Therapy																O		X			
Medical Cannabis or Marijuana Dispensary																		O			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												<u>⊖ M</u>	<u>⊖ M</u>		X	X	S	X		X	<u>⊖ M</u>

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Nail Salon												⊖ M			X	X	S	X			⊖ M
Office												⊖ M	⊖ M	X	X	X	⊖ M	X			⊖ M
Park or Playground	X	X	X	X	X	X	X	X	X	X	X	⊖ M	S	X	X	X	S	X	X	X	⊖ M
Parking Lot, Commercial												⊖ M	S		O	X	S	X			
Pawn Shop																		X			
Pest Control Business (with or without onsite chemical storage)															O	O		X			
Pet Day Care												⊖ M			X	X	S	X			
Pet Grooming												⊖ M			X	X	S	X			⊖ M
Power Station												⊖ M						O		O	
Print Shop												⊖ M	S	A	X	X	S	X			⊖ M
Prison																				O	

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Public Building												<u>⊖ M</u>	<u>⊖ M</u>	O	O	O	S	X		O	<u>⊖ M</u>
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)												<u>⊖ M</u>	<u>⊖ M</u>		O	O	S	X			<u>⊖ M</u>
Recreational Facilities, Outdoor												<u>⊖ M</u>	<u>⊖ M</u>			O	S	X		O	<u>⊖ M</u>
Recycling Center																			O		
Rental Services Establishment without outside storage												<u>⊖ M</u>			O	X	<u>⊖ M</u>	X			
Rental Services Establishment with outside storage																		X			
Research and Development												<u>⊖ M</u>	<u>⊖ M</u>					X			

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Restaurant												<u>⊖ M</u>	S	O	X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Restaurant w/Drive-thru window												<u>⊖ M</u>	S		O	X	<u>⊖ M</u>	X			
Retail Establishment												<u>⊖ M</u>	S	A	X	X	<u>⊖ M</u>	X			<u>⊖ M</u>
Retail Establishment (Mixed Sales)												<u>⊖ M</u>			O	X	<u>⊖ M</u>	X			
Sawmill																		O			
School, Academic												<u>⊖ M</u>	<u>⊖ M</u>	O	X	X	S	X		X	<u>⊖ M</u>
School, Commercial (Beauty, Business)												<u>⊖ M</u>	S	O	X	X	S	X			<u>⊖ M</u>
Septic Tank, Sales, Construction																		X			
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												<u>⊖ M</u>		O	X	X	S	X			
Small Appliance Repair Shop																O		X			

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Smoke Shop and Tobacco Store															O	O		X			
Spa Services												<u>⊖ M</u>	S	O	O	O	S	X			<u>⊖ M</u>
Special Event Facility	O											<u>⊖ M</u>	<u>⊖ M</u>		O	O	S	X			<u>⊖ M</u>
Storage, Inside																		X			
Storage, Outside																		X			
Switching Station (Telecom)												<u>⊖ M</u>						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	X			
Theater, Cinema												<u>⊖ M</u>	<u>⊖ M</u>		O	O	S	X			<u>⊖ M</u>
Tire Retreading																		O			
Transfer Station																		O			

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Utility Substation	O	O	O	O	O	O	O	O	O	O	O	<u>Θ M</u>	S	O	O	O	S	O	O	X	
Welding Shop																		X			
Wholesale Establishment												<u>Θ M</u>					S	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O											<u>Θ M</u>	S			O	S	O		O	

(Ord. No. 671, § 1, 2-4-2013; Ord. No. 675, § 1, 6-3-2013; Ord. No. 692, § 1(Exh. 1), 7-21-2014; Ord. No. 703, § 1, 6-1-2015; Ord. No. 704, § 2, 6-1-2015; Ord. No. 708, § 1, 8-10-2015; Ord. No. 715, § 4, 9-28-2015; Ord. No. 718, § 14(Exh. B), 12-14-2015; Ord. No. 730, § 5, 12-5-2016; Ord. No. 741, § 5(Exh. A), 6-5-2017; Ord. No. 744, § 7(Exh. A), 7-10-2017; Ord. No. 767, § 7(Exh. C), 10-22-2018; Ord. No. 772, § 8(Exh. A), 2-4-2019; Ord. No. 808, § 2(Exh. B), 9-8-2020; Ord. No. 813, § 1(Exh. A), 10-26-2020; Ord. No. 835, § 1(Exh. B), 10-4-2021; Ord. No. 836, § 1(Exh. A), 10-4-2021; Ord. No. 843, § 2(Exh. B), 4-18-2022)

* Uses under the CUP, PSC, MU, and O-I Zoning Districts shall be permissible through an approved master plan ~~amendment~~ and statement of intent.

~~SECTION 2.2 a. — CONDITIONAL USE REVIEW CRITERIA~~

~~When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:~~

1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site



STAFF REPORT

Department: Public Works
Submitted By: Krista McDowell
Meeting Date: August 18, 2025

AGENDA ITEM:

Purchase Approval: Public Works Fleet Replacement Bucket Truck

Consideration to approve the purchase of a 2024 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$162,510, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please approve the purchase of a 2024 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in an amount not to exceed \$162,510.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
PW Fleet/ 30141100-542200-C1223	\$162,510

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
0	\$0.00

ITEM DESCRIPTION:

Included in the FY 26 Capital Budget for Public Works is the replacement of a 2012 F-550 Crew Cab Bucket Truck (Unit #735) with a RAM 5500 and a Bucket attachment. The 2012 F-550 has approximately 64,000 miles and is currently out of service due to safety issues. The safety concerns consist of cracks within the bucket and boom. Additionally, the vehicle did not pass the annual inspection, due to the cracks found, but also due to a lack of power able to be reached to operate the boom and bucket. The boom and bucket on this vehicle is difficult to maintain due to limited parts availability and few qualified service technicians are able to work on the vehicle due to its age. Due to safety issues, age, and wear and tear on the vehicle, the vehicle and associated equipment needs to be replaced. Currently, Public Works only has one operable bucket truck to maintain the existing 119 traffic signals, 5 HAWK signals, and 3 Emergency Traffic Signals at Fire Stations throughout the City.

Public Works recommends purchasing a 2024 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc. in the amount of \$162,510. Staff recommends the ALTEC equipment (bucket and boom) for the availability of maintenance needs. Additionally, the ALTEC equipment is used by neighboring municipalities and utility companies. Public Works received positive feedback about the company and excellent reviews concerning the product. The approximate delivery time for this vehicle is prior to November. Per policy, the equipment being replaced will be surplus by the Finance Department.

ALTERNATIVES:

Do not approve the purchase of the 2024 Ram 5500 equipped with an ALTEC Model AT40-G telescopic articulating aerial device with ISO-Boom utilizing Sourcewell Contract #110421-ALT from ALTEC, Inc.

ATTACHMENTS:

1. Quote 1208821 (City of Alpharetta) AT40G Outrigger RAM 5500 4x4
2. Altec Contract 110421- 12272025

July 23, 2025
Our 96th Year

Ship To:
CITY OF ALPHARETTA
1790 HEMBREE RD
ALPHARETTA, GA 30004
US

Bill To:
CITY OF ALPHARETTA
1790 HEMBREE RD
ALPHARETTA, GA 30004
US

Attn:
Phone: 770-4800314
Email:

Altec Sales Order: 8209216
Altec Quotation Number: 1208821 - 3
Run Number: 1492168
Account Manager: Tim Luker
Technical Sales Rep: Kade Fulkerson
Reference WO: New Spec-
Customer Inspection:
Customer Truck Number:

X7 Discrete Job: 1031848063
X7 Configured Item: 000000000-39419940
Quantity: 1
X4 Discrete Job: 1031848240
X4 Configured Item: 000054005-39419936
System Engineer: Robert Bush
Structural Engineer: Glen Henning
Line Set Date: 07/24/2024

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT40G Unit Model	1
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
4.	Post style pedestal mounting	1
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1
6.	Platform Leveling At Lower Controls. AT40-G	1
7.	Two (2) Platform Steps	1
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
9.	Platform liner for a 24 x 30 x 42 inch platform	1
10.	4-Function Single Handle Fiber-Optic Controller.	1
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1
13.	H Frame Outriggers, fixed shoe, provides 85.5 inches maximum spread to outer edge of	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
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shoes. Includes a control valve for each outrigger, motion alarms to sound during movement, and outrigger interlocks to prevent unit operation until the outriggers have been deployed.

**Sales Text: Dual Stability - Unit Stable With or Without the Use of Outriggers
(No Outrigger Interlock Module Required)**

Last Updated By: Kade Fulkerson on 22-JUL-2025 16:06

- | | | |
|-----|--|---|
| 14. | Electric Over Hydraulic Outrigger Controls | 1 |
| 15. | Powder coat unit Altec White. | 1 |

Unit and Hydraulic Acc.

- | | | |
|-----|--|---|
| 16. | HVI-22 Hydraulic Oil (Standard). | 9 |
| 17. | Standard Pump For PTO | 1 |
| 18. | Hot shift PTO for automatic transmission | 1 |

Body

- | | | |
|-----|---|---|
| 19. | 102 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications: | 1 |
|-----|---|---|

- A. Basic body fabricated from A40 grade 100% zinc alloy coated steel
- B. All doors are full, double paneled, self-sealed with built-in drainage.
- C. Stainless steel hinge rods extend full length of door.
- D. Door hinges are zinc alloy material attached with rivets
- E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.
- F. Heavy-gauge welded steel frame construction with smooth galvanneal floor.
- G. Possible contact edges are folded for safety.
- H. Door header drip rail at top for maximum weather protection.
- I. Neoprene or rolled fenders on wheel fender panels.
- J. Steel treated for improved primer bond and rust resistance.
- K. Automotive underseal applied to body.
- L. Automotive type non-porous door seals fastened to the door facing.
- M. 102 Inch Body Length
- N. 40 Inch Body Height (Standard)
- O. 94 Inch Body Width (Standard)
- P. 20 Inch Body Compartment Depth (Standard)
- Q. Finish paint body Altec White at body manufacturer.
- R. 8 Inch Body crossmembers (Standard)
- S. No Treadplate On Compartment Tops
- T. 6 Inch tall wooden tailboard installed at the rear of body cargo area
- U. Stainless Steel Rotary Paddle Latch With Lock (Standard)
- V. Master Body Locking System (Standard)
- W. One (1) Double-Capacity Chock Holder On Curbside Of Body
- X. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)
- Y. Chains On Horizontal Doors
- Z. Hotstick shelf extending full length of body on Curbside.
- AA. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)
- AB. Two (2) Hot Stick Brackets
- AC. 1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers
- AD. 1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	8 Inch Centers	
AE.	Rear Vertical Streetside (LH) - Four (4) Adjustable Locking Swivel Hooks	
AF.	1st Vertical Curbside (RH) - Five (5) Adjustable Locking Swivel Hooks	
AG.	1st Horizontal Curbside (RH) - Vacant	
AH.	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AI.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments	
AJ.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	

Body and Chassis Accessories

20.	Underride Protection	1
21.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
22.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
23.	Platform Rest, Rigid with Rubber Tube	1
24.	Platform to be side stowed	1
25.	Boom Rest for a Telescopic Unit	1
26.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2
27.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2
28.	Mud Flaps With Altec Logo (Pair)	1
29.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
30.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1

Sales Text: Slope Indicator Assembly (Pair) for Machine with Dual Stability
Last Updated By: Kade Fulkerson on 22-JUL-2025 16:06

31.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
32.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
33.	Triangular Reflector Kit, Shipped Loose	1
34.	Vinyl manual pouch for storage of all operator and parts manuals	1
35.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1
36.	Additional Sold Stock And Global Option	1

Sales Text: Rear Torsion Bar for Dual Stability
Last Updated By: Kade Fulkerson on 22-JUL-2025 16:06

Electrical Accessories

37.	Adhesive Strip Lighting, LED, Installed Around Top and Sides of Compartment Door	1
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We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Facings in Body (Installed at Final Assembly)	
38.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
39.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1
40.	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top	1
41.	Dual Tone Back-Up With Outtrigger Motion Alarm	1
42.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio	1
43.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
44.	Dodge Upfitter Switches (Supplied with Chassis)	1
45.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1

Engineering Text: WOE: USE PDM-6A

Last Updated By: Jay Fintel on 06-NOV-2024 15:42

46.	Install secondary stowage system.	1
47.	PTO Indicator Light Installed In Cab	1

Finishing Details

48.	Powder Coat Unit Altec White	1
49.	Finish Paint Body Accessories Above Body Floor Altec White	1
50.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
51.	Apply Non-Skid Coating to all walking surfaces	1
52.	English Safety And Instructional Decals	1
53.	Vehicle Height Placard - Installed In Cab	1
54.	Placard, HVI-22 Hydraulic Oil	1
55.	Dielectric test unit according to ANSI requirements.	1
56.	Stability test unit according to ANSI requirements.	1

Sales Text: Needs to Have Appropriate Counterweight or Torsion Bar Position with Dual Stability to be Stable With or Without the Use of

<u>Item</u>	<u>Description</u>	<u>Qty</u>
Outriggers		
Last Updated By: Kade Fulkerson on 22-JUL-2025 16:06		
57.	Focus Factory Build	1
58.	Delivery Of Completed Unit	1
59.	Inbound Freight	1
60.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1
61.	Altec Stock/Global Spec, AT40G, Dodge 5500 4x4, Diesel, 60CA, OR	1
62.	Stock Unit	1
63.	Stock Unit Sold To Customer	1
<u>Chassis</u>		
64.	Altec Supplied Chassis	1
65.	Altec Supplied Chassis	1
A.	2024 Model Year	
B.	Ram 5500	
C.	Chassis Color - White	
D.	Class V (16,001-19,500 LBS)	
E.	Regular Cab	
F.	4x4	
G.	60 Clear CA (Round To Next Whole Number)	
H.	144.5 Wheelbase	
I.	19,500 LBS GVWR	
J.	7,250 LBS Front Axle Rating	
K.	13,500 LBS Rear Axle Rating	
L.	Cummins 6.7L Turbo Diesel (Dodge)	
M.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	
N.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	
O.	Cruise Control	
P.	LBN - Dodge PTO Prep Package (Right Hand Side PTO)	
Q.	4.88 Axle Ratio	
R.	No Idle Engine Shut-Down Required	
S.	Hydraulic Brakes	
T.	Park Brake In Rear Wheels	
U.	NFH - RAM 52 Gallon Fuel Tank (Rear)	
V.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)	
W.	Cold Weather Group (Includes Block Heater)	
X.	Power Group	
<u>Additional Pricing</u>		
66.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

BY _____
Kade Fulkerson , Technical Sales Representative

<u>Item Number</u>	<u>Unselected Items</u> <u>Description</u>
970847911-	Chassis, Altec Stock, 2025, Dodge, 5500, 4x4, Altec White, Cummins 6.7L Diesel, 60 Clear CA, 19,500 GVWR, 7,250 FAWR, 13,500 RAWR (Utility Spec)

Unselected By:Kade Fulkerson on 27-JAN-2025 14:00
970003791- Install Outrigger Interlock System In Final Assembly

Unselected By:Kade Fulkerson on 22-JUL-2025 16:06

<u>Item Number</u>	<u>New Selected Items</u> <u>Description</u>
970338572-	Altec Backup Camera System, 7Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio (Industry Preferred) (Industry Preferred)

Created By:Kade Fulkerson on 02-DEC-2024 11:35
970762542- Adhesive Strip Lighting, LED, Installed Around Top And Sides Of Compartment Door Facings In Body (Installed At Final Assembly) (Industry Preferred)

Created By:Kade Fulkerson on 02-DEC-2024 11:35
970437622- Stock Unit Sold To Customer

Created By:Kade Fulkerson on 02-DEC-2024 11:35
970828021- Chassis, Altec Stock, 2024, Dodge, 5500, 4x4, Altec White, Cummins 6.7L Diesel, 60 Clear CA, 19,500 GVWR, 7,250 FAWR, 13,500 RAWR (Utility Spec)

Created By:Kade Fulkerson on 27-JAN-2025 14:00
970050820- 4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required) (Industry Preferred)

Created By:Kade Fulkerson on 21-FEB-2025 08:17
970569119- Additional Sold Stock And Global Option 21 (Body & Chassis Accessories)
Rear Torsion Bar for Dual Stability
Created By:Kade Fulkerson on 22-JUL-2025 16:06

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

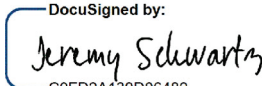
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

Altec Industries, Inc.

DocuSigned by:

DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world. Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program. Motor Vehicle Dealer Licenses in each state where applicable All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing. Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	• Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Altec's Sourcwell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcwell members issue purchase orders directly to us. Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page" Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool. From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases. From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence. We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information. Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions. Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	- Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. - Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. - Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge - Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: - Insulating Aerial Device - Non-Insulating Aerial - Tree Care Aerial Device - Bucket Rescue - Digger Derrick - Backyard Digger - Crane - Wood Chipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. - Other Altec Training options (additional costs apply): - Customized Altec equipment hydraulic maintenance training - International Fluid Power Society (IFPS) Certification training (testing provided by third party) - NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as; - Fiber Optic Controls - Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) - Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) - JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) - Advanced paint systems - And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives: - The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. - Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). - Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. - Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information Industry Organizations affiliations: - Calstart - Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.
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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: - o Altec Capital Services (ACS) - Equipment Financing - o Global Rental Company - Equipment Rentals - o Altec Supply - Tool and Accessory Sales - o Altec Sentry - Operator Safety Training - o Altec Fleet Services - Comprehensive Fleet Management Solutions - o Altec Service Group - In-shop and Mobile service and replacement parts support - o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) - o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) Canadian and World Wide Availability: - o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. - o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership. Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain. Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control. - o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. - o All booms ultrasonically tested and documents maintained. - o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. - o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. - o All bearing surfaces to be machined after welding. - o All units with electronic circuit boards to be wave soldered - o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics. Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve. Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos. Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor. Warranty: Most of our products have a limited lifetime structural warranty. National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter. - o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. - o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021" JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane" Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates. There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.
58	Describe any quantity or volume discounts or rebate programs that you offer.	For equipment purchase prices: 2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount from Contract Price 20+ Units: TBD at Time of Order Note: Units must be identical and ordered at the same time to qualify for quantity rebate.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training Please and see attached file "Company Information - Altec Subsidiary Information".

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
73	Utility locating equipment	☒ Yes ☐ No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	☒ Yes ☐ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 01:11:48:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 01:11:49:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 01:11:53:00
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 01:11:53:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 01:11:55:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 01:11:55:40

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	☒	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	☒	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	☒	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	☒	1

AMENDMENT #1
TO
CONTRACT # 110421-ALT

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Altec Industries, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective January 12, 2022, through December 27, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

- 1. Line item 2 in “Table 1: Proposer Identity & Authorized Representative” of the Proposal is modified to add the following: “Altec Teupen and Altec Fenex.”
- 2. Line item 3 in “Table 1: Proposer Identity & Authorized Representative” of the Proposal is modified to add the following: “Altec Teupen and Altec Fenex.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 9/22/2024 | 10:23 PM CDT

Altec Industries, Inc.

DocuSigned by:
By: Brooklyn Russell
1F0625CF2D724D8...
Brooklyn Russell
Contract Specialist
Title: _____
Date: 9/20/2024 | 12:23 PM PDT



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: August 18, 2025

AGENDA ITEM:

Philanthropy Partnership Agreement: Old Rucker Farm and The South Forsyth National Charity League
Consideration of approval of a Philanthropy Partnership Agreement Between the City of Alpharetta (on behalf of Recreation, Parks and Cultural Services) and National Charity League, Inc., South Forsyth Chapter and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Philanthropy Partnership Agreement Between the City of Alpharetta (on behalf of Recreation, Parks and Cultural Services) and National Charity League, Inc., South Forsyth Chapter and authorize for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

Background:

The National Charity League, Inc. South Forsyth Chapter is a group of mothers and daughters who have come together in a commitment to community service, leadership development and cultural experiences. Members shall reside in or attend school in South Forsyth County, North Fulton County and the surrounding areas. The NCL, Inc. has decided to partner with the Community Agriculture & Sustainability division of the Recreation, Parks & Cultural Services Department because of the uniqueness of the division and the fact that it is a way to learn the importance of food and farming.

Recommendation Explanation:

If Mayor and Council approve the agreement presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

Do not approve and forego the opportunity for The South Forsyth National Charity League to participate in volunteer events at Old Rucker Farm.

ATTACHMENTS:

1. Partnership Agreement 2025 Alpharetta Community Agriculture Program



**Philanthropy Partnership Agreement
Between the City of Alpharetta, on behalf of Recreation, Parks and Cultural Services
And NCL, Inc., South Forsyth Chapter**

If multiple NCL chapters are interested in serving the same philanthropy, each chapter negotiates its own agreement with the philanthropy partner, and the philanthropy partner determines the services based on their needs. As such, each chapter agrees to respect each other's volunteer services with the philanthropy partner and to respectfully communicate between chapter VP Philanthropy officers only as necessary.

Philanthropy Contact Name: Kristen Orr
Philanthropy Contact Title: Volunteer & Education Coordinator
Telephone #: 770-861-9469 **Email Address: korr@alpharetta.ga.us**
Facility Location: 900 Rucker Road, Alpharetta, GA 30009
Website: <https://alpharetta-community-agriculture-program.square.site/>

Philanthropy Partner Liaison: Ashton Hayes
Liaison Telephone #: 404-432-6479
Liaison Email Address: ahayes430@gmail.com

VP Philanthropy: Keri Michaelis
VP Philanthropy Telephone #: 678.333.1828
VP Philanthropy Email Address: keri_michaelis@yahoo.com

The National Charity League, Inc., South Forsyth Chapter (Chapter) is pleased to partner with City of Alpharetta, on behalf of Recreation, Parks and Cultural Services for the 2025-2026 year. Our goal is to develop a mutually beneficial relationship for both organizations. Our Chapter commits to provide valuable hands-on volunteer support of your organization's events and programs.

Ticktockers range from 7th through 12th grade and have a variety of interests and abilities. Consideration of age-appropriate assignments is appreciated. Volunteer opportunities for mother-daughter joint participation are preferred by our Membership. Our Chapter respectfully requests your commitment to teach our Members about the important work your organization provides in the community.

Our Chapter will assign a specific Patroness to be your Philanthropy Partner Liaison. This Liaison will be your primary contact responsible for communicating specific volunteer opportunities to our Members as well as communicating the needs of our Chapter to your volunteer coordinator and/or leadership team. The Liaison will communicate all volunteer opportunities on our Chapter website, send email reminders, organize our Members for events, and write articles on the partnership for our Chapter newsletter. It is expected that whenever possible, the volunteer coordinator will alert the Liaison in advance of any special events the philanthropy may have so adequate communication and planning may occur. The Liaison and the volunteer coordinator will meet to review the provisions detailed in this Philanthropy Partnership Agreement and plan the year together.



NCL, Inc., South Forsyth Chapter requests that both parties discuss and agree to the following:

1. The preferred method of communication between the Philanthropy Partner Liaison and the volunteer coordinator is email. If the volunteer coordinator changes or other organizational changes occur which may affect the partnership, City of Alpharetta, on behalf of Recreation, Parks and Cultural Services will inform the Liaison.
2. The volunteer services provided by chapter members will include: working on the farm, helping with the city's farm to table initiatives, weeding, planning, handling chickens and other special projects. If other volunteer services are requested, the Liaison may need to get approval from our chapter Board of Directors prior to agreeing to any new request.
3. Chapter members shall not handle money for philanthropic organizations due to the risks involved.
4. Chapter members will comply with the following requirements of the philanthropy:
 - a. Dress code is NCL South Forsyth chapter t-shirt
 - b. Check in is as follows: sign in with volunteer partner liaison
 - c. Security procedures are: n/a
 - d. Age restrictions are: under 18 volunteers with adult
5. Both parties agree to provide current proof of liability insurance covering volunteer activities.
6. The volunteer coordinator agrees to assess the partnership, openly sharing perceived successes, challenges, opportunities, interest in continuing and/or further developing the partnership, or discontinuing the relationship.
7. NCL, Inc., South Forsyth chapter, agrees to annually City of Alpharetta, on behalf of Recreation, Parks and Cultural Services to ensure that our philanthropy partnership still meets the needs of our members, our Mission and the community in general.



NCL, Inc., South Forsyth chapter emphasizes the importance of honoring commitments and is proud of our reputation of providing strong teams of trained and dedicated members to address the needs identified in the community. Our chapter looks forward to building a mutually beneficial partnership with the City of Alpharetta, on behalf of Recreation, Parks and Cultural Services. Please print and sign two (2) copies of this document, keeping one for your records, and returning the other copy to Keri Michaelis, VP Philanthropy, NCL, Inc., South Forsyth Chapter.

Signature of Agency Representative

Date

Tammy Cochran
NCL, Inc., South Forsyth Chapter President

Date:

Copy of the signed Agreement will be given to the City of Alpharetta, on behalf of Recreation, Parks and Cultural Services as our Philanthropy Partner and will be posted on the Chapter website.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 18, 2025

AGENDA ITEM:

Intergovernmental Agreement: November 4, 2025 General Election and December 2, 2025 Runoff Election
Consideration of approval of an Intergovernmental Agreement for the Provision of Election Services between Fulton County, Georgia and City of Alpharetta, Georgia and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Intergovernmental Agreement for the Provision of Election Services between Fulton County, Georgia and City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$136,572.46

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Municipal Elections-Professional Services	\$136,572.46

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
10013301-521200-ACC00	\$0.00

ITEM DESCRIPTION:

On November 4, 2025 the City will hold a General Municipal Election to elect three City Council Members for Post 1, Post 2, and Post 3.

The City wishes to contract with Fulton County to conduct the City's 2025 General Municipal Election and Potential Runoff Elections.

If approved, the attached IGA will dictate the City's and Fulton County's responsibilities in conducting this year's election and future runoffs, if needed. The County will be responsible for things like: designating advance voting sites, compiling and proofing ballots, hiring and paying poll officers, performing as Election Superintendent, providing supplies, certifying election results, and notifying residents of voting districts and precincts. The City will be responsible for things like: recommending voting sites, adopting election ordinances, preparing and performing candidate qualifying, performing ethics campaign filings, and reviewing ballot proofs.

This agreement is for this year's election only and will terminate on December 31, 2025.

ALTERNATIVES:

Do not approve an Intergovernmental Agreement for the Provision of Election Services.

ATTACHMENTS:

1. Alpharetta - Election IGA

2. Alpharetta Run Off Costs
3. Exhibit B Law Enforcement Guidelines

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF ALPHARETTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2025, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia (“City”), a municipal corporation lying wholly or partially within the County (each a “Party” and collectively the “Parties”).

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City’s 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City’s request (“City Elections”) shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than **April 28, 2025** to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on **December 31, 2025**, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **November 4, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;

- f) Performing duties of elections Superintendent and absentee ballot clerk for the **November 4, 2025**, City Election and any associated runoff elections which may occur;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the **November 4, 2025**, City general election, and any associated runoff elections which may occur, at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Pursuant to O.C.G.A. § 21-2-260 *et seq.*, providing legal notice and adopting municipal precinct lines and municipal polling place locations as set by Fulton County.
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) Verifying the City's voter list and street maintenance files by **September 26, 2025**.
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **\$5,571,776.00** to conduct general municipal elections and **\$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **\$0.00** to conduct general municipal elections and **\$136,572.46** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than **November 14, 2025**.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any such invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation alleged to have arisen solely from the acts of the City, City's agents or City employees, in connection with any City Election held pursuant to this Agreement. The County shall be solely responsible for any liability resulting from any claims or litigation arising solely from the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. If liability resulting from such claims or litigation is found to be attributable to the City, the City agrees to reimburse the County for associated costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of such invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia ("Chief Judge") shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than **October 3, 2025**.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible for any and all costs the County has incurred, for preparation and/or performance of the City Election, up to receipt of notice to terminate this Agreement. Without terminating this Agreement, the County may suspend, delay, or interrupt all or any part of its responsibilities under this Agreement for the period of time that the County determines appropriate for its convenience.

ARTICLE 13 - NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested, or statutory overnight delivery. The Parties further agree to provide to each other non-binding duplicate electronic mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Clerk. Notices shall be addressed to the Parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 5600 Campbellton Fairburn Road
 Fairburn, GA 30213

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303

If to the City: City Clerk
 2 Park Plaza
 Alpharetta, Georgia 30009

City Attorney

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

Nadine Williams, Director
Fulton County Department of Registration
and Elections

[Signatures Continued on Following Page]

CITY OF ALPHARETTA, GEORGIA

_____ (SEAL)

Jim Gilvin, Mayor

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

Chris Lagerbloom, City Administrator

EXHIBIT A

As per the Agreement executed on _____, the City of Alpharetta, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

The last day to register to vote in this election is **October 6, 2025**.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2025.

City Clerk (SEAL)

Fulton County, Georgia agrees to conduct the City of Alpharetta's General and potential Runoff Elections beginning on **November 4, 2025**, within the boundary of Fulton County.

This _____ day of _____, 2025.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners (SEAL)

[https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Elections/2025%20Elections%20Municipal%20IGA/02.24.23%202025%20IGA%20-%20ELECTIONS%20TEMPLATE%20for%20Cities.docx)



**City of Alpharetta
City Clerk's Office
TO Two South Main Street
Alpharetta, GA 30201
678-297-6003
Attn: Ms. Lauren Shapiro**

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LAW ENFORCEMENT GUIDELINES



On behalf of the Fulton County voters and poll workers, we extend our gratitude to all law enforcement officers who have volunteered to help secure the election process. Your service in ensuring a safe voting environment for both voters and poll workers is deeply appreciated.

We respectfully request that all law enforcement officers familiarize themselves with the following protocols and election laws. For any concerns or potential violations, please consult with the Poll Manager for guidance.

Please review the following protocols:

- All officers are required to sign in with the Poll Manager using the Technician iPad upon both arrival and departure. This will ensure proper verification and processing of invoices for payroll purposes.
- Officers must remain inside the precinct for the duration of their work hours, unless specifically assigned to parking or traffic monitoring. The visible presence of officers is crucial for maintaining the security of the polling location.
- Officers are requested to stay on-site until the Poll Manager has fully completed both the opening and closing procedures. Although voting hours end at 7 PM, the closing of the polls and other related tasks occur afterward. For the security of the Poll Manager and poll staff, officers are to remain on the premises until all poll workers have left. Officers will be compensated for the full hours worked.

For your reference, here are the most common incidents at polling locations that require adherence to election codes:

- **Voting Hours:** Voters who are in line at the time of poll closing must be allowed to vote. Please refer to the Advance Voting schedule for specific hours. On Election Day, all polls close at 7 PM, and voters in line by 7 PM are to be permitted to vote.
- **Poll Watchers & Monitors:** Poll watchers and Monitors must present their Fulton County Registration & Elections-issued ID upon arrival. The Poll Manager will have a list of verified poll watchers and monitors. Only those listed, with credential letters on file and an ID issued by our office, are permitted. For any needed verification, the Poll Manager should contact the Fulton County Department of Registration & Elections Call Center.
- **Telephone Usage:** No person is permitted to use cameras, electronic monitoring devices, or cell phones inside polling places while voting is taking place. Poll watchers and Monitors are also prohibited from using such devices or cell phones within the enclosed space where they are observing the election and the vote counting process.
- **Interference/Harassment:** Any interference with the election process is illegal. Harassment of poll workers, voters, or any actions that obstruct poll workers from completing their duties will not be tolerated. The Poll Manager has the authority to ask public observers, voters, monitors, or poll watchers to leave or be removed if necessary.
- **Exit Polling:** Exit polling or public opinion polling is only allowed within 25 feet of the exit of any building containing a polling location. Polling is not permitted at the entry of the polling location or before voters have cast their ballots.
- **No Campaigning:** Campaigning within 150 feet of the outer edge of any building containing a polling place is strictly prohibited. This includes clothing, signs on vehicles, and any other campaign material. The name of any candidate on the ballot cannot be displayed. Poll watchers and monitors must also follow the 150-foot rule and are not allowed to engage in any form of campaigning within the polling place.
- **Media:** Before media personnel are permitted inside the polling site, coordination must be made with Fulton County External Affairs, Regina Waller, 404-735-8889, to ensure that media guidelines are followed.
- **Events/Water/Food for Voters:** Any events, as well as water or food distribution to voters, must take place at least 150 feet from the outer edge of any building containing a polling place.
- **Public Observation:** Members of the public are allowed to observe the opening and closing of the polls, both before and after voting hours. The public must not be locked out of the polling place during these times. However, they are not permitted inside the enclosed space (beyond the poll pads or near the voting equipment) unless they are actively voting. Poll watchers and monitors are allowed inside the enclosed space.

Thank you for your service and support.



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 18, 2025

AGENDA ITEM:

Resolution: Appointment of Conflict Counsel

Consideration of adoption of a resolution to appoint the law firm of Carothers & Mitchell as conflict counsel to initiate condemnation actions against City of Alpharetta employees, agents, or officers where Jarrard & Davis, LLP representation of the City of Alpharetta is conflicted and see these actions through to completion.

STAFF RECOMMENDATION:

Adopt a resolution to appoint the law firm of Carothers & Mitchell as conflict counsel to initiate condemnation actions against City of Alpharetta employees, agents, or officers where Jarrard & Davis, LLP representation of the City of Alpharetta is conflicted and see these actions through to completion.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

The City has a number of on-going transportation road improvement projects where acquisition of property rights and interests are required from property owners within the City. Some of these property owners may be employees, agents, board members, or officers of the City, and because Jarrard & Davis represents the City, their firm is conflicted from initiating a condemnation action against City employees, agents, board members, or officers, which would require the need of conflict counsel.

If adopted, this resolution would retain Carothers & Mitchell as conflict counsel.

ALTERNATIVES:

Do not adopt this resolution and seek another attorney to represent the City as conflict counsel for this matter.

ATTACHMENTS:

1. Resolution Appointing Conflict Counsel



**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA TO RETAIN CONFLICT COUNSEL**

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations with respect to the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, Jarrard & Davis, LLP is the City Attorney for the City of Alpharetta, Georgia; and

WHEREAS, the City has a number of on-going transportation road improvement projects where acquisition of property rights and interests are required from property owners within the City; and

WHEREAS, on a limited basis, the City must acquire property rights and interests by filing a Petition for Condemnation in the Fulton County Superior Court against the property owner; and

WHEREAS, some of these property owners may be employees, agents, board members, or officers of the City; and

WHEREAS, because Jarrard & Davis, LLP represents the City, it is conflicted from initiating a condemnation action against City employees, agents, board members, or officers; and

WHEREAS, as such, conflict counsel is needed; and

WHEREAS, the law firm of Carothers & Mitchell (the "C&M Firm") has the requisite expertise and experience to initiate and see through completion condemnation actions.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

1. That the C&M Firm is hereby retained to initiate condemnation actions on behalf of the City of Alpharetta where Jarrard & Davis, LLP is conflicted. The C&M Firm shall be paid the same 'per hour' rate of compensation as the City Attorney.
2. **Severability.** If any portion of this Resolution or the application thereof shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared

severable.

3. **Repealer.** Any other Ordinances, parts of Ordinances, or regulations in conflict with any of the provisions of this Resolution are hereby repealed.
4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

SO RESOLVED, this ____ day of August, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 18, 2025

AGENDA ITEM:

Resolution: Appointment of Conflict Counsel - Tallant Howell Law Firm

Consideration of adoption of a Resolution to appoint Tallant Howell Law Firm as conflict counsel in alcoholic beverage license hearings and appeals, where Jarrard & Davis, LLP's representation of the City of Alpharetta is conflicted and with authorization for the Mayor to execute an Engagement Letter.

STAFF RECOMMENDATION:

Adopt a Resolution to appoint Tallant Howell Law Firm as conflict counsel in alcoholic beverage license hearings and appeals, where Jarrard & Davis, LLP's representation of the City of Alpharetta is conflicted and to authorize the Mayor to execute an Engagement Letter.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

Prior to suspending or revoking an alcoholic beverage license, the City has the authority to call a licensee to appear before a hearing examiner. The City Council, by its adoption of Resolution 2292, appointed a hearing examiner (David C. Will) to adjudicate alcohol license hearings through December 31, 2025.

Because Jarrard & Davis, LLP would represent the City Council during any potential appeals of the hearing examiner's decision, Jarrard & Davis, LLP is conflicted from representing both the City and/or its staff during an initial alcohol license hearing and any other future proceedings. As such, conflict counsel is needed.

Tallant Hlowell Law Firm has the requisite expertise and experience working with local governments in similar type of actions and proceedings to represent the City and its staff for this purpose.

If adopted, this Resolution would appoint Tallant Howell Law Firm as conflict counsel for purposes of representing the City and/or its staff for alcohol license hearings and appeals and would also authorize the Mayor to execute an Engagement Letter for this purpose.

ALTERNATIVES:

Do not adopt this resolution and appoint a different law firm to serve as conflict counsel.

ATTACHMENTS:

1. Resolution Conflict Counsel Appoint Tallant Howell

2. Tallant Howell Engagement Letter



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA APPOINTING AND RETAINING
CONFLICT COUNSEL**

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions, and regulations with respect the protection and preservation of the public health, safety, and welfare of its citizens;

WHEREAS, Jarrard & Davis, LLP is the City Attorney for the City of Alpharetta, Georgia; and

WHEREAS, the City has the authority, prior to suspending or revoking an establishment's alcoholic beverage licensee, to call a licensee before a hearing examiner for the purposes of a hearing;

WHEREAS, the City Council has appointed a hearing examiner through December 31, 2025 by adoption of Resolution 2292; and

WHEREAS, following the conclusion of a hearing, a written order shall be provided to the licensee, and the licensee has the right to file an appeal of that order to the City Council; and

WHEREAS, because Jarrard & Davis, LLP would represent the City Council during any potential appeals, Jarrard & Davis, LLP would be conflicted from representing the City and/or its staff during an initial alcohol license hearing and any other future proceedings; and

WHEREAS, as such, conflict counsel is needed; and

WHEREAS, Tallant Howell Law Firm has the requisite expertise and experience to represent the City and/or its staff during an initial alcohol license hearing and any other future proceedings.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- Tallant Howell Law Firm is hereby retained to represent the City and/or its staff in preparation and adjudication of alcohol license hearings where Jarrard & Davis, LLP is conflicted. Tallant Howell Law Firm shall be paid according to the rate and procedures defined in its Engagement Letter with the City, which is attached hereto as "Exhibit A."

- Mayor is hereby authorized to execute the aforementioned Engagement Letter, referred to as "Exhibit A" on behalf of the City.
- **Severability.** If any portion of this Resolution or the application thereof shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.
- **Repealer.** Any other Ordinances, parts of Ordinances, or regulations in conflict with any of the provisions of this Resolution are hereby repealed.
- **Effective Date.** This Resolution shall become effective immediately upon adoption.

SO RESOLVED this 18th day of August 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

August 12, 2025

Via Email: lshapiro@alpharetta.ga.us

Lauren Shapiro

Re: Alpharetta, Georgia, Alcohol License Related Representation

Dear Lauren,

We are honored to have the opportunity to assist you and the City of Alpharetta with the above referenced matter. Representing local governments and their officials has been part of my practice for the past twenty years, and it is the most professionally fulfilling thing that I do. Before going further, I want to acquaint you with our manner of handling your matter.

Firm Representation - First, it is the entire firm which is representing you. Although I will be primarily responsible for your case, other lawyers in the firm may represent you from time to time, will be generally familiar with your case, and will be able to assist you if I am not unavailable.

Keeping You Informed - We will keep you informed of the status of your matter and will send to you copies of all correspondence we initiate here and copies of letters we receive from others. You do not have to take any action upon receipt of this information unless we request otherwise, but you should read it to be aware of what is taking place. We suggest you maintain a file to hold these copies.

Communication – Email is by far the best way to communicate with our firm for any of the attorneys or paralegals working on your matter. As for phone communication, there will be times when we will be unavailable to speak on the telephone because of meetings, conferences, trials, hearings or other pressing matters. However, we will make every effort to try and return any calls received from you within forty-eight (48) hours, unless other conflicts arise. There is a significant likelihood that an email will be responded to in a shorter amount of time, and some voice mail messages may receive an email response for the purpose of being as efficient as possible.

Phases of Billing - We will bill you monthly for all services rendered on your behalf. Payment is due upon receipt of a bill. We do keep track of telephone calls, emails, as well as other time expended on your behalf, and we do include that time in our statement of charges. If you have questions about our billing rate or charges, please feel free to discuss this matter at any time. As a general rule, we do not advance monies on behalf of our clients. We try to anticipate such expenses in the form of the retainer requested. If we do advance money for expenses and fees on your behalf, such as transcript costs, telephone calls, travel, and photocopying, we will expect you to promptly reimburse us.

Rates and Billing - For legal services rendered in this matter, you will be billed at the rate of \$275.00 per hour for my time. Other attorneys and paralegals who may work on your case will bill below that hourly rate. While it is incredibly difficult to estimate the amount of time needed on representation such as this, my present estimate of the time required to complete this representation is 40 hours, to include the anticipated hearing in this matter. Most of our clients timely pay their invoices and we appreciate that very much. However, as our own costs have risen, we cannot simply carry a balance for those who are unable to pay their invoices within 30 days or less. Therefore, all balances not paid within thirty (30) days will accrue interest at the rate of 1% per month (12% APR). We accept payment by credit card, debit card, cash, check, or e-check. A 3% surcharge will automatically apply to all credit card transactions, and a 3% convenience fee will automatically apply to all debit card transactions; neither fee exceeds our cost of acceptance. Payments by cash, personal check or bank EFT, incur no fee and remain at the cash discounted rate. All fees are assessed in accordance with applicable laws and card network rules.

Retainer - In this matter we do not request an advance retainer. While we generally do not do so, we do reserve the right to request a retainer in the future if the payment history or circumstances of the case require it.

Travel Time - In the event any travel is required on your behalf, this time will be charged at the usual hourly rate. You will be responsible for all costs of transportation. In the event that the mode of transportation is by automobile, our firm may charge a mileage rate of 70¢ per mile on your behalf, plus any applicable parking charges.

Preservation and Authenticity of Documents - Please immediately suspend any document or record destruction policy that you may have related to all matters we are representing you on. You have a duty to maintain all documents and records (paper or electronic format) that are or may be relevant to this legal matter and to not engage in any spoliation of evidence. We recommend that you immediately identify these documents and records and take steps to preserve them. Additionally, in almost all cases we will rely upon you to provide us with documents and similar materials in order to properly represent you. These documents must be authentic (that is, not created or altered by artificial intelligence or manipulated by other means). In the event we learn during the course of our representation you have provided us with inauthentic materials, please know that we have a duty of candor to the judicial system which requires us to disclose such information, and that we would also then have justification for an immediate withdrawal.

Time Frame - We will strive to complete your work as expeditiously as possible at a fair and reasonable cost to you. We do represent many other clients and there will be times when we will be giving your work priority over others, but the converse is also true, and we hope you will understand if there is a delay in the completion of your work. We ask that you make every effort to keep us apprised of any changes or developments in this matter so we can help you achieve a prompt resolution.

Termination - You will at all times have the right to terminate our services upon written notice to that effect. We shall also have the right to terminate upon written notice to that effect in

the event that you fail to cooperate with us in any reasonable request, to timely pay statements in full as submitted, or if we determine in our reasonable discretion that to continue our services would be unethical or impractical.

If you have any questions concerning the above procedures, please contact me. We appreciate the opportunity to be of assistance to you and look forward to working with you.

With kind regards, I remain for the firm,

Sincerely,



Kevin J. Tallant

KJT/rm

I have read, understand, and agree to the terms of this retainer letter:

Client Signature

Capacity: _____

Date



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: August 18, 2025

AGENDA ITEM:

City of Alpharetta Arts & Culture Master Plan

City Council review and discussion of the proposed Arts & Culture Master Plan. This item is for work session discussion purposes only.

STAFF RECOMMENDATION:

This is a work session item, no formal vote will be taken at this time.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

In January 2024, the Cultural Services Division of the Recreation, Parks & Cultural Services Department initiated the development of an informal Request for Proposals (iRFP) to select a qualified consultant for the creation of a new Alpharetta Arts & Culture Master Plan. Following a competitive review process and multiple submissions, the Division selected Tunnell-Spangler & Associates, Inc. (TSW) to lead the project. The current Senior Associate with TSW was formerly the Project Manager/Planner with Jacobs who had previously developed the City of Alpharetta's Recreation, Parks & Cultural Services Master Plan in 2018, as well as the Wills Park Master Plan in 2019 and the Department was highly satisfied with the quality and results of that work. Given their strong performance and familiarity with the community, TSW was considered an ideal partner for this initiative.

In May 2024, a contract was finalized, and work officially began on the Alpharetta Arts & Culture Master Plan. Extensive community outreach and research efforts followed, including surveys, stakeholder meetings, and data collection to assess Alpharetta's current needs and future aspirations in arts and culture. TSW gathered valuable input from City leadership, staff, the Cultural Arts Commission, and community members to ensure the Master Plan was comprehensive and community-driven.

Today, we are pleased to present the draft Alpharetta Arts & Culture Master Plan to the Mayor and City Council for review, feedback, and recommendations.

ALTERNATIVES:

ATTACHMENTS:

1. Alpharetta Arts & Culture Master Plan Final



City of Alpharetta Arts & Culture Master Plan



Acknowledgments



CITY OF ALPHARETTA ELECTED OFFICIALS

Jim Gilvin, Mayor
Donald Mitchell, Councilmember
Douglas J. DeRito, Councilmember
John Hipes, Councilmember
Fergal M. Brady, Councilmember
Dan Merkel, Councilmember & Mayor Pro Tem

CITY OF ALPHARETTA STAFF

Chris Lagerbloom, City Administrator
Morgan Rodgers, Recreation, Parks & Cultural Services Director
Kurt Kirby, Senior Operations Project Manager
Kim Zane, Cultural Services Manager
Daniel Dominique, Cultural Services Operations Supervisor
Meghan Vilela, Cultural Services Supervisor
Zeal Parikh, Cultural Services Coordinator

TSW

Allison Stewart-Harris, AICP
Alanna Fairburn
Roxanne Raven

PURPOSE POSSIBLE

Elizabeth M. Low
Audrey Gámez
Susannah Darrow

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Executive Summary

Over the past two decades, Alpharetta has grown and changed remarkably: once a small town on the outskirts of Atlanta, it is now a destination and regional job center in its own right. Arts and culture are playing a significant role in this transformation, evidenced by the enviable calendar of special events, a dedicated arts center, a history center, and a growing collection of public art.

As arts and culture have grown, so has the need for a more defined plan—what is the vision for arts and culture in Alpharetta? And how do we best achieve it? The intent of this plan is to create a clear path forward for arts and culture to expand in an intentional manner.

Currently the City is very strong in certain aspects of the arts, notably in the visual arts opportunities provided at the Arts Center and a broad variety of music-based programming. Many arts and culture opportunities come from the City's Recreation, Parks, and Cultural Services Department, and there is a rich network of partner organizations that contribute to the City's growing arts scene.

ARTS & CULTURE GOALS

- **SPARK.** Will be integrated into the daily lives of the community
- **DISCOVER.** Will open doors to learning new skills, experiencing new cultures, and understanding topics in new ways
- **CONNECT.** Will provide opportunities for residents, business owners, and visitors to engage with each other and form connections
- **CREATE.** Will enrich public spaces by installing unique art and activating places with special events

Through this planning process, the community identified a need for more performing arts, a desire to focus on local art and artists, and more diversity both in terms of locations of art and representing the cultural diversity of Alpharetta. To best meet these needs, the City will focus on expanding the following:

- **Public Art:** art-infused infrastructure, murals, sculpture, nature-based art
- **Performing Arts:** music, theater, dance
- **Culture & Heritage:** events, museums & sites, tours, lectures & classes

To expand arts and culture in Alpharetta, this plan recommends seven overarching priority strategies shown in the box below.

PRIORITIES & STRATEGIES

- **Boost economic development:** Capitalize on Alpharetta's strong arts and culture climate to boost economic development.
- **Foster partnerships:** Foster a culture of partnership between private business, non-profits, and the public sector in arts and culture initiatives across the city.
- **Serve as a connector:** Facilitate connections between Alpharetta's wide variety of historic, arts and cultural organizations.
- **Reflect the community:** Reflect Alpharetta's diverse collection of cultural backgrounds, interests, and places in all aspects of arts and culture.
- **Integrate into operational processes:** Further integrate arts and culture into projects and processes to create clear and transparent protocols.
- **Amplify marketing:** Boost public and private arts and culture activities with cohesive marketing and promotional tools.
- **Maintain character:** Utilize arts and culture to maintain Alpharetta's character in the region, while evolving and connecting with its residents.

These seven priorities and strategies admittedly represent an enormous amount of effort, and will be implemented incrementally as the City and its partners have available resources. The plan identifies key actions to undertake in various timeframes: immediate actions within the next 12 months; short-term actions and initiations (1-2 years from now); medium-term actions (2-5 years from now); and long-term actions. Many of the recommended initiatives are organizational, and involve streamlining communications and working more effectively with partners. Others—most notably exploring the feasibility of a dedicated performing arts facility—will require a significant outlay of capital to achieve, and are long-term prospects.

Realizing Alpharetta's vision for arts and culture will require a commitment of staff resources, strong partnerships, and reliable funding. Outside common funding sources for the arts include foundation grants, government grants, public-private partnerships, and corporate sponsorships. In the future, the City should consider a percent-for-art program that will help provide a more consistent funding stream.





1

Introduction

Purpose

Alpharetta is a special place—and one that has witnessed significant growth and change in the past twenty years. Award-winning developments like Avalon and the realization of the Downtown Alpharetta vision have catapulted the community into one of the most desirable places to live and work in the region. It is a hard-to-achieve mix of small-city character with big-city amenities and vitality.

Arts and culture are an increasingly important part of this vitality. The City of Alpharetta strives to be a leading cultural city within the region and a destination for arts and culture events. Achieving this goal will require building upon current strengths, continuing to bolster interest and participation in arts and culture, and growing opportunities for cultural organizations and workers to provide goods and services that can benefit the entire community. This plan:

- Establishes a strategic vision to cultivate Alpharetta’s cultural resources and invest in cultural amenities and activities equitably across the community, improving the quality of life of all Alpharetta residents
- Creates a tactical plan to make reaching those goals achievable
- Develops operational standards for the City of Alpharetta to execute arts and culture activities at the highest level while supporting innovative and inclusive cultural interests
- Drives economic growth by increasing opportunities for arts and culture workers and organizations, and businesses that benefit from increased arts activity
- Engages private business and individuals in support of arts and culture
- Identifies sustainable and reliable revenue to support arts and culture in Alpharetta
- Leverages the special elements of Alpharetta to cultivate a unique destination for arts and culture within the region





Elements of Alpharetta

Small-community feel...

Alpharetta's small-town roots are evident. Though it is no longer a rural community, aspects of small-town life remain, from equestrian and agricultural heritage, to a cozy downtown, and the family-friendly atmosphere.



...with the perks of a city

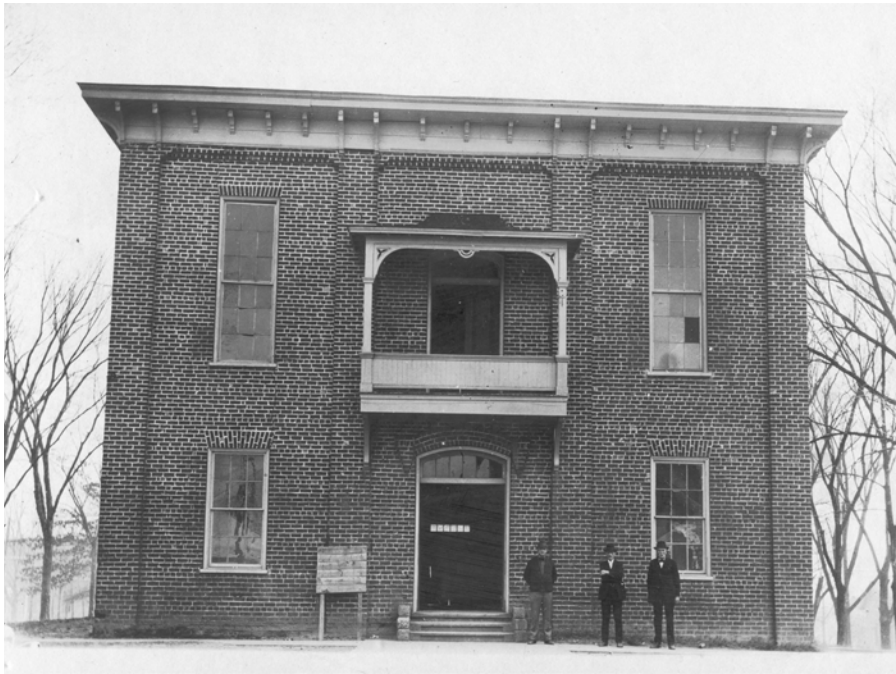
Though it's not a large community, Alpharetta is a vibrant city with activity all day and well into the evening. This is due in large part to its role as a dynamic job center for the region, with almost 90,000 people commuting to the city for work on top of its approximately 67,000 residents. These businesses have also helped to attract a remarkably diverse population, and contribute to a healthy tax base that supports high-quality amenities and infrastructure.



A Brief History

The Alpharetta of today has deep roots in the past. Once part of the Cherokee Nation, the City was incorporated in 1858 for the purpose of creating a county seat in the newly formed Milton County.

The new government had barely three years to become established when the Civil War began. Milton County sent two representatives to the secession convention in Milledgeville, then the Georgia state capital. These two men voted against secession but they were in the minority. Soon, residents raised five infantry companies, and soldiers went into battle. These troops fought in some of the war's most deadly engagements including Manassas, Chancellorsville, Gettysburg, Vicksburg, Chickamauga, and Atlanta.



Alpharetta's economy was cotton based for decades. Farmers grew cotton and downtown businesses opened to seed, fertilize, process, sell and ship the product. In 1901, the Webb Guano Warehouse opened for business in the landmark Cotton House building on Milton Avenue. At various times four gins operated in Alpharetta: two in Crabapple, one in Webb and Ocee, and one in the old Farm House community.

Most, if not all, of the existing downtown commercial buildings were built between 1902 and 1914. During this period, the cotton business flourished. In the 1920s and 1930s the cotton market was destroyed by the boll weevil, severe droughts and the Great Depression. Alpharetta's two banks closed, cotton brokers could no longer offer seed and fertilizer to farmers on credit, and the farmers barely survived.

To make ends meet, farmers shifted to livestock and truck farming in the 1930s and 1940s. The demand for food by U. S. troops during World War II led to the growth of the poultry business in much of North Georgia, including the Alpharetta area. The poultry industry provided local residents with a stable source of income for many years even long after the war ended. Two other developments provided jobs for Alpharettans commuting out of the city. The Bell Bomber Plant, now Lockheed Martin, opened in Marietta in 1943; then the General Motors Assembly Plant in Doraville began operations in 1947.

The opening of Georgia Highway 400 in the 1970s marked a major turning point for Alpharetta. With quick, direct access to Atlanta, Alpharetta became a more viable option for people to live in a great small town but work in the city. Large developments such as Windward in the 1980s drew more residents and businesses to the area. The high quality of life, proximity to Atlanta, and highly educated population spurred Alpharetta's transformation into a job center, particularly for the technology sector. Today, Alpharetta is a major regional activity center that boasts a large number of high-paying jobs, a vibrant downtown, quality schools, and beautiful neighborhoods.



State of Arts & Culture Today

The health and vitality of Alpharetta is mirrored in the current state of arts and culture in the community. Steadily growing over the past two decades, the City plays a leading role in providing arts and culture opportunities that is supported by a rich network of hands-on, committed partners.

CITY OF ALPHARETTA PROGRAMS AND FACILITIES

In 2018 the City established Alpharetta Arts & Culture within its Recreation, Parks & Cultural Services Department. This division is the primary City provider of arts and culture opportunities today.

The main hub for arts in the City, the **Alpharetta Arts Center** opened in 2018 enabling children, teens, and adults to choose from a variety of ceramic, painting, drawing, sculpture, theater, music, and writing programming. Since its opening, the Alpharetta Arts Center has welcomed numerous community organizations to its black box theater and the terrace stage to present a diverse array of cultural offerings and performances. Programs include theatrical and dance performances, rehearsals, small-scale performances, dance and music recitals, artist talks, and demonstrations.

The City of Alpharetta has created the **Spotlight Community Stage**, an indoor location for a flexible space for cultural performances in North Point Mall that opened in spring 2025. The usage of the space is for a community stage and theater with a seating capacity up to 150 attendees. Usage will include but not limited to third-party rental applications, City programs (i.e.- Children's Theater), and art leader groups like Arcadia Theater performances or the Alpharetta Symphony String Quartet.

There are two other City facilities of note: the Alpharetta & Old Milton County History Museum and the Future Farmers of America (FFA) Log Cabin. Like the Arts Center, the **Alpharetta & Old Milton County History Museum** also opened in 2018. It has a permanent collection of artifacts and interpretative displays which guide the viewer through a chronological timeline of Alpharetta's past. The City

partners with the Alpharetta & Old Milton County Historical Society to help support the museum.

The **Future Farmers of America Log Cabin (FFA Log Cabin)** is a City-owned historic structure. In 1935, a group of students in the local FFA built a log cabin on the campus of the Old Milton High School. Their log cabin clubhouse quickly became a center of social life for the community hosting proms, weddings, and weekly square dances. Later the cabin became a favorite field trip destination for school children studying local history

The work of Alpharetta Arts & Culture extends beyond the four facilities to parks, downtown and any physical location where arts and culture can be infused. Staff is often working behind the scenes on multiple projects, such as the manhole murals along the Big Creek Greenway, or designing the dog park memorial tag sculpture at Webb Bridge Park. Initiatives also include non-physical projects, like publishing a series of online interactive Story Maps or managing the Music Match Program.



OTHER FACILITIES

Beyond the Alpharetta Arts Center, the Alpharetta & Old Milton County History Museum, and the FFA Log Cabin, the following facilities currently support arts and culture in the community.

- » Alpharetta Adult Activity Center
- » Alpharetta Library
- » Ameris Bank Amphitheater
- » Crabapple Arts Center
- » Innovation Academy Auditorium
- » Lionheart Cottage
- » Mansell House
- » Metropolitan Ballet Theater Studio
- » Preston Ridge Community Center
- » The Scene Art Gallery
- » Various places of worship and senior communities

PARTNER ORGANIZATIONS

Alpharetta has a rich network of partner organizations that play an important role in arts and culture, including:

- **Arts Alpharetta** serves as curator for various public art exhibitions, volunteer recruitment, advisory in public art reviews, grant applications, funding support for receptions, and special programming. It also hosts a Plein air painting competition that draws artists across many experience levels from all around the Southeast, and provides free art kits for local schools.
- The **Alpharetta Arts Guild** supports the growth of local Georgia artists through showing and selling the art of 50-60 local artists at The Scene Art Gallery and Avalon. The Guild also provides free lectures, social activities, and low-cost classes for members and the local community.
- The **Alpharetta City Band** is a non-profit that brings together non-professional local musicians to perform at a variety of City events. It has

two primary groups: the Alpharetta City Band and Alpha Jazz and several smaller ensemble groups.

- The **Alpharetta Symphony** delivers high-quality orchestral performances and community engagement. It is committed to becoming a regional professional orchestra and steadily expanding its programs, increasing revenue, and bringing on more professional staff and musicians. The **Alpharetta Symphony Youth Orchestra (ASYO)** is the Alpharetta Symphony's orchestra comprised of young musicians.
- The **Arcadia Theater**, is an up-and-coming performing arts group producing high-quality theater.
- **Avalon** is a private entity that programs a wide variety of visual art, events, and performances at spaces throughout the Avalon development
- The **Chattahoochee Evening Stars Quilt Guild** provide a community for people who create art through the fiber arts with an emphasis on quilting.
- **Friends of the Alpharetta Library (FOTAL)** strongly supports the arts and culture through the volunteer-based bookstore at the library, monthly book sales, and other culture-based programming.
- The **Georgia Nature Photographers' Association** is a statewide organization with an Alpharetta chapter, which provides free nature photography courses and hosts field trips to site throughout the state and beyond.
- **Lionheart Life Center** offers opportunities for neurodiverse students and young adults to participate in the community, particularly through the arts.
- **Metropolitan Ballet Theater** is a pre-professional dance company focused on classical training, providing live performance opportunities to future dancers and patrons of the arts.

BUSINESSES IN ARTS AND CULTURE

In addition to the City and its many partners, several businesses in Alpharetta contribute to the arts and culture scene. This includes private galleries and many restaurants and bars that host live music and showcase local art.



2 Engagement

Engagement

One of the challenges in planning for arts and culture is that everyone has their own definitions of what art is. What is attractive? What types of art does the community want? What are the best ways to celebrate culture? These are questions that do not have easy answers.

As part of this process, the City posed these questions and more to the community through focus group interviews and surveys in the summer and fall of 2024. The aim was to identify what is already working well in terms of arts and culture in Alpharetta, what may be missing, and what the community wants to see going forward.

FOCUS GROUPS

The project team held 8 focus groups with 60 participants, and gathered an additional 43 responses through follow-up surveys. The discussions included a broad mix of stakeholders, such as elected officials, arts leaders, educators, and local business representatives. Each conversation included four recurring questions on Alpharetta's strengths and areas for improvement regarding arts and culture. These conversations offered valuable insights into Alpharetta's existing strengths and potential areas for growth in the arts.

KEY FINDINGS

Current Strengths:

- » Alpharetta is a small city with big-city amenities
- » Strong offerings in music and visual arts
- » Community is active and engaged--there is real vibrancy
- » The Alpharetta Arts Center is a great asset
- » There are numerous arts organizations and City-sponsored arts events
- » There is increasing City support and investment in the arts
- » The arts community is inclusive and accessible

Areas for Improvement:

- » Need more/better options for performing arts facilities; this is reflected in the relative weakness of dance and theater opportunities
- » Improved coordination among arts organizations is a must, and so is clarifying the City's role in arts and culture
- » The community's diversity is not currently reflected in arts and culture opportunities
- » The "big" business community (major corporations with local offices) lacks involvement in Alpharetta's arts and culture

Identified Barriers:

- » Lack of transparent processes and dedicated funding for arts and culture
- » Limited facility options for performances and practices
- » Lack of a well-used, well-known central "repository" for arts information in the City

AN EMPHASIS ON THE LOCAL

One common theme throughout the engagement process was the community's desire for *local* arts and culture. For the purposes of Alpharetta's Arts & Culture Master Plan, local means...

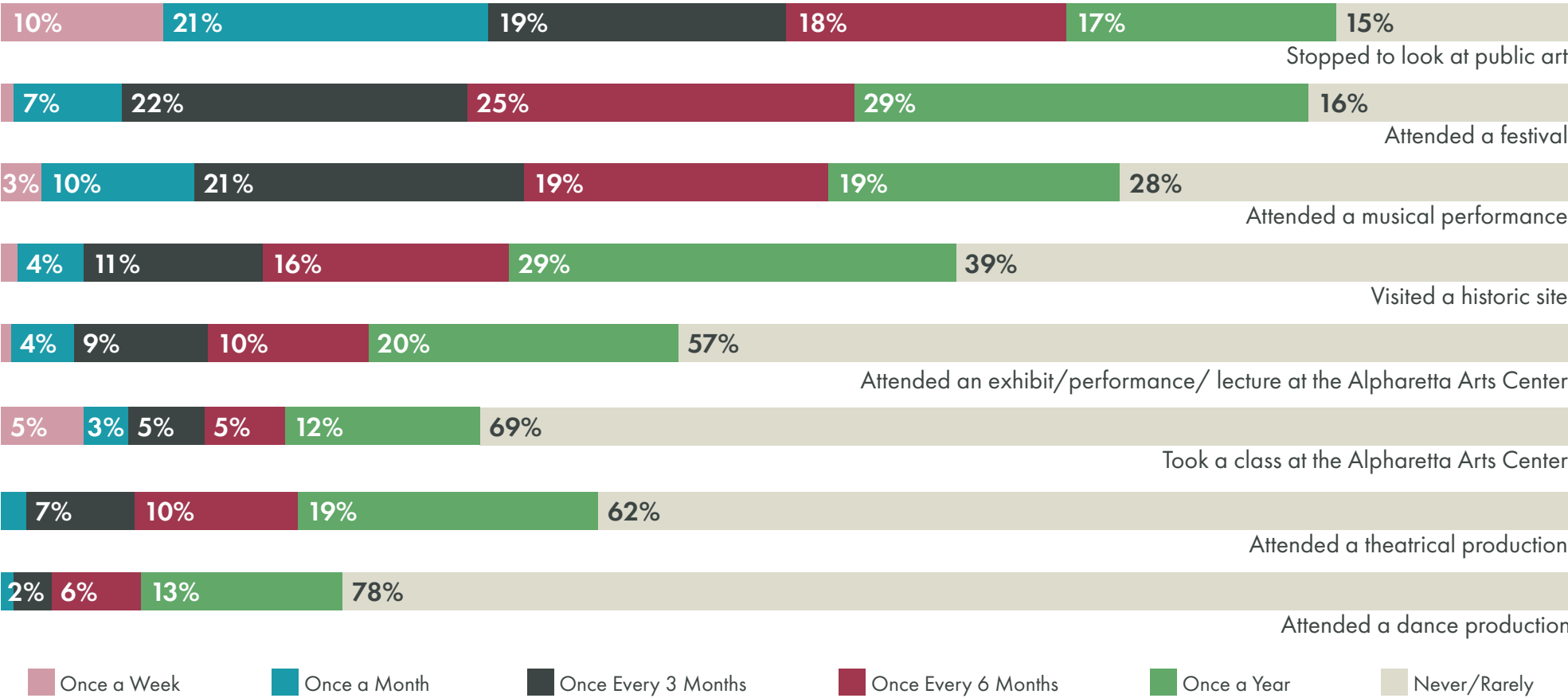
- » Serving local residents
- » Supporting local artists
- » Connecting people to Alpharetta as a place with a distinct culture and history
- » Integrating art into residents' and workers' daily lives and experiences

ONLINE SURVEY

In the fall of 2024, an online survey captured responses from 1,388 people. The majority are long-term residents of Alpharetta (57 percent) and fall between the ages of 40 and 79 (81 percent). More than half did not live with children (55 percent) and most identified as White (77 percent). The survey asked about arts participation, awareness of opportunities, preferred types and locations for art, what the City’s role should be, and support for funding.

Arts Participation: Survey respondents frequently engage with public art, attend festivals, and participate in musical performances, but less so in dance and theater. This is consistent with the focus group feedback regarding performing arts being a weakness currently in Alpharetta.

Survey Question: How often do you participate in these arts and culture activities in Alpharetta?



Engagement

Awareness and Marketing: City social media, email campaigns, and word-of-mouth are the primary ways respondents learn about arts and cultural events in Alpharetta. Many respondents suggested that improving marketing coordination would help increase awareness and engagement.

Preferred Art Types: People are most interested in performance and passive art experiences, as well as local art and visual art. Respondents were also enthusiastic about family-friendly and culturally representative art.

Location Preferences: Residents suggested expanding arts and culture opportunities beyond Downtown Alpharetta, especially in areas east of State Route 400, along trails, and in commercial areas.

City's Role in Arts Support: Most respondents believe the City should actively provide arts events, support arts funding, and coordinate efforts among local organizations. Respondents see the City as a partner, but not the primary funder and/or manager of future major arts facilities.

Funding. A little over half (58%) of respondents indicated that they would support a modest increase on their tax bill (less \$20/year) to fund arts; 31% said they would not support a modest increase; the remainder were not sure.

It should be noted that there is an aspect of "self-selection" to online surveys. In this case, the survey likely attracted people who are interested in the arts. Therefore, its findings--while informative--should be considered with caution. For example, the percentage of people supporting a tax increase is potentially skewed and does not necessarily represent the community as a whole.

MAJOR THEMES FROM ENGAGEMENT

Several important themes emerged from the engagement process, which will help shape the future of Alpharetta's arts and culture:

- » **Facilities Gap:** The community highlighted the need for more performance venues and more general, dedicated spaces for the arts.
- » **Vision and Coordination:** There is a strong desire for a clear, cohesive vision for arts and culture, paired with better coordination between the City and arts organizations.
- » **Equitable Access:** Expanding access to arts opportunities across all parts of the City is important, particularly in areas outside of downtown.
- » **Business and Community Engagement:** There is untapped potential to engage local businesses and residents more effectively in supporting the arts.
- » **Cultural Diversity:** Respondents stressed the importance of ensuring that Alpharetta's public art and events reflect the diversity of its population.





3

Arts & Culture Vision

Overall Vision

Alpharetta’s vision for arts and culture goes far beyond a scattering of sculptures and one-off events. Instead, **the vision is to integrate arts and culture into the places where people spend their daily lives:** lining the sidewalks and roadways people travel down, enhancing the parks residents visit, and enlivening the spaces people frequent. Through arts and culture, the goals are to:

- **SPARK.** *Will be integrated into the daily lives of the community.*
- **DISCOVER.** *Will open doors to learning new skills, experiencing new cultures, and understanding topics in new ways.*
- **CONNECT.** *Will provide opportunities for residents, business owners, and visitors to engage with each other and form connections.*
- **CREATE.** *Will enrich public spaces from installing unique art to activating places with special events.*

GREAT PLACES

Although arts and culture can be at home anywhere in Alpharetta, there are specific areas envisioned as arts and culture hubs: downtown, eastern Alpharetta (particularly around the North Point area), parks, and Avalon.

Downtown is already a vibrant center for arts and culture. Between public art installations along the Alpha Loop, the Alpharetta Arts Center, a diverse music scene, and several special events throughout the year, downtown is—and will remain—the core of the arts in Alpharetta.

The **east side** of Alpharetta (east of State Route 400) is currently lacking arts and culture opportunities. There is a strong desire to better serve this area moving forward, with significant opportunities to leverage the Big Creek Greenway and the North Point Mall redevelopment into hubs for arts and culture experiences. One example of how this is already occurring is the founding of the Spotlight Community Stage, which will help fill the gap for performing arts spaces in the coming years.

Alpharetta has a high-quality system of **parks** located throughout the city. Because the Recreation, Parks & Culture Department has agency over these properties, they can be considered “low-hanging fruit” as locations for enhancing arts and culture opportunities throughout Alpharetta.

Additionally, **Avalon** is a major regional destination with a strong arts and culture component. These offerings are provided by a private entity and are not detailed in this plan, but the City recognizes the role Avalon plays in enhancing arts and culture opportunities in Alpharetta.

FOCAL TYPES OF ARTS & CULTURE

In these hubs, there is a focus on three main types of arts and culture opportunities

- » Public Art
- » Performing Arts
- » Culture and Heritage

Public Art Vision

Public art of all genres can serve many purposes. It can exist for pure beautification of surroundings; contribute to unique community design that solves infrastructure challenges; enhance a sense of purpose within a given space; provide opportunities for reflection and emotional connection; and spotlight a community's authentic cultural identities.

Alpharetta's vision initially focuses on four main types of public art: art-infused infrastructure, murals, sculpture, and nature-based art.

ART-INFUSED INFRASTRUCTURE

Infrastructure is everywhere, and can be a fantastic canvas for art and placemaking. This form of art transforms functional structures into creative expressions that enhance the environment. Most often it involves decorating structural elements of built landscapes, such as crosswalks, fences, pedestrian plazas, bridges, or underpasses. Examples of this currently in Alpharetta are the series of images adorning the elevated manholes along the Big Creek Greenway and the Crosswalks in Parks Program.

The vision is to integrate arts and culture early into City infrastructure projects so that it is baked into the design, ideally in ways that do not just "decorate" the infrastructure but enhance its functionality. Examples could include projects that help slow traffic (like asphalt painting) on streets where speeding is an issue, or using artistic lighting to illuminate dark underpasses that feel unsafe. The key is to involve arts and culture staff early in infrastructure projects to help identify potential opportunities, rather than trying to add art on later as an afterthought.

MURALS

Murals are a powerful form of public art that transform ordinary spaces into vibrant expressions of culture, history, and community. Often large-scale and highly visible—but sometimes also used to brighten small spaces--murals can reflect local identity, and celebrate heritage making them accessible to everyone, regardless of background. They have the unique ability to brighten built environments and turn neglected areas into great places.

Through initiatives like the Crosswalks in Parks Program, murals have begun to emerge throughout Alpharetta, adding both artistic appeal and functional elements to public spaces. Additionally, the City has partnered with the Alpha Loop Foundation, Arts Alpharetta, and the Savannah College of Art and Design (SCAD) to expand mural projects along the Alpha Loop.

The vision is to continue to expand the presence of murals throughout Alpharetta—particularly in the main arts and culture hubs—with an emphasis on providing local artists with opportunities to display their work and tell the story of the community's culture and heritage.

SCULPTURES

Public sculptures can symbolize cultural values, commemorate historical events, or spark conversations. These three-dimensional works can range from abstract to representational in style, and can encourage a more interactive experience by inviting people to move around and explore them from different angles. Having sculpture in public places can help make art more accessible, turning everyday spaces into free galleries. Public sculpture can be permanent or temporary, placed alone as a striking focal point in public spaces, or grouped together into sculpture walks or art corridors.

Alpharetta currently has three main types of sculptures: permanent City-owned, permanent privately owned, and on-loan public art sculptures. There are over 30 sculptures located across the city, with many housed in Alpharetta's parks. They range in type from traditional memorial sculptures to abstract, stand-alone pieces.

The specific vision for sculpture in Alpharetta is to add more pieces in the city, with a focus on sculpture that interacts with and reflects its location and the heritage of Alpharetta. Because of their (somewhat) portable nature, sculpture offers opportunities to experiment with temporary pieces—these can be opportunities to try out more unconventional pieces and to place art in unexpected places.

NATURE-BASED ART

Nature-based art uses the natural environment for both materials and inspiration, engaging with the landscape to create works that celebrate and highlight the beauty of the outdoors. These installations can incorporate living elements like plants, trees, or water, or use natural materials like wood, stone, and earth to create site-specific works. Whether temporary or permanent, this type of art tends to foster a sense of harmony between people and nature.

Most of Alpharetta's current nature-based art is in its parks. Although there are few pieces that are made of natural materials, many murals, sculptures, and crosswalks have nature-based themes and content. The vision is to create more art using living elements, enhancing the City's parks to become nature's art galleries.

ART-INFUSED INFRASTRUCTURE



MURALS



SCULPTURES



NATURED-BASED ART



Performing Arts Vision

Performing arts can be powerful in building vibrancy, love of place, and belonging into the fabric of a community. Alpharetta already has a strong identity around music, but there is a desire in the community to integrate other types of performance into the City's identity in a more robust way.

Alpharetta's vision for performing arts focuses on three main types: music, theater, and dance.

MUSIC

Local concerts, street performances, and music festivals can provide opportunities for both established and emerging musicians, enriching Alpharetta's cultural life. These performances often reflect the unique identity and diversity of the community, and are arguably one of the most inclusive and accessible forms of art. Music can become a vital part of everyday life, transforming public spaces, and creating moments of connection among residents and visitors alike.

Music is one of the biggest strengths of Alpharetta's arts and culture scene today. From having community art pianos placed at parks, to the City's Music Match Program that oversees daily live music performances, music is alive and well. In addition to pops of music in daily life, there are several larger annual music events such as Wire & Wood and Home by Dark. Several non-City organizations—including Alpharetta Symphony, Alpharetta Symphony Youth Orchestra, Alpharetta City Band, the Arcadia Theater, Friends of the Alpharetta Library, and Alpharetta Arts Guild—further enrich music in Alpharetta through their programs, events, and facilities.

The specific vision for music in Alpharetta is simple: amp it up! In addition to continuing the many existing successful music programs and initiatives, music's presence in the community will grow through its integration with other art forms, performances in unique spaces, and exploration of diverse cultural experiences of music. A key element of this vision is the expansion of the number and types of venues and facilities that can support a variety of performance types.

THEATER

Theater can serve as a vital cultural hub, providing opportunities for local talent to showcase their skills and for audiences to experience live performances that reflect both universal themes and local stories. Community theaters often become gathering places where people of all ages and backgrounds can engage with the arts in an intimate setting. These productions can range from classic plays to experimental works, offering diverse experiences and fostering creative expression.

Most theater opportunities in Alpharetta are provided by non-profit or private organizations as opposed to the City itself. The City's longest-standing theater partnership is with a local community group, ACT1 Theater, which originally began as an outreach of Alpharetta Presbyterian Church and was the main partner for Shakespeare in the Park and other Alpharetta Arts Center Black Box Productions. Arcadia Theater, an emergent, independent theater company that builds on the 30 years of experience of ACT1 Theater will now be the main community theater group in Alpharetta. The City Center Players is another theater group that regularly partners with the Alpharetta Arts Center to offer children's theater productions, classes, and summer camps. Most recently, the Spotlight Community Stage is a new partnership between the City and North Point Mall. During the planning and creation of the Spotlight Community Stage, it became apparent that there is a strong desire from the community for a mid-size performance space.

Looking ahead, the vision for theater in Alpharetta is to embrace this art form more fully—primarily through the improvement of available spaces that can comfortably accommodate the growing number of theater groups. Access to a high-quality, sizable performing arts facility with dedicated space for theater programming will be key to this art form flourishing in Alpharetta.

MUSIC



THEATER



DANCE



DANCE

Dance can be a dynamic form of self-expression and community building, offering a range of performances and classes that engage people of all ages and backgrounds. Local dance groups often blend traditional and contemporary styles, reflecting both the global influences and unique cultural heritage of the area. Dance events, whether professional performances or community-driven initiatives, can transform public spaces and create vibrant, shared experiences. Dance helps to cultivate creativity, bring attention to local talent, and create opportunities for individuals to connect with each other through movement.

Opportunities to experience dance in Alpharetta are growing. The City frequently partners with the Metropolitan Ballet Theatre, which hosts an annual event on the Alpharetta Arts Center Terrace. The City occasionally provides free rehearsal space at the Preston Ridge Facility, a partnership with the YMCA. Additionally, the Recreation Services Division offers a youth dance program, catering to children ages 3–7. While this program introduces dance for young residents, the City recognizes the need to expand offerings and support for dance initiatives.

The vision for dance in Alpharetta is to expand access to this art form, both in terms of viewing dance and participating in it. Like theater, the key to achieving this vision is the availability of a high-quality facility for performances, practice, and administration space for dance organizations.





Culture & Heritage Vision

Alpharetta is proud of the many cultures represented by residents and its historical heritage. The City of Alpharetta supports cultivating its past, present, and future to benefit all of its citizens, and is actively pursuing opportunities to better celebrate its diversity through engaging programs and experiences.

Moving forward, the vision for culture and heritage in Alpharetta hinges on four main types of opportunities: events, museums and sites, tours, and lectures and classes.

EVENTS

Events play a crucial role in bringing the community together, fostering a sense of belonging, and celebrating local culture. Whether it's a seasonal festival, a farmers' market, a street fair, or a live performance, events create opportunities for residents to connect and engage with one another. They also attract visitors, boosting the local economy and showcasing the unique character of the City. Events often reflect the area's history, traditions, and creative spirit, making them integral to the community's identity and vitality.

Special events are one of the hallmarks of Alpharetta's current arts and culture offerings. The City is a major provider of these events, ranging from major events like the Taste of Alpharetta to smaller happenings such as launching gallery exhibits at the Arts Center. Additionally, there are many events that the City does not directly host or sponsor, but serve as a supporting partner. Many other organizations host special events. These include the Alpharetta Symphony, Chattahoochee Evening Stars Quilt Guild, Friends of the Alpharetta Library, Alpharetta Arts Guild, Alpharetta City Band, Arts Alpharetta, Alpharetta Symphony Youth Orchestra. The Alpharetta Business Association's Farmers Market is also a consistent venue for local artists and farmers to bring their creations and products to customers.

The vision for events in Alpharetta is to continue expanding their breadth and diversity. Primarily, the City is looking to partner with other organizations to support and promote their events--particularly those that celebrate cultural diversity and help tell the story of Alpharetta's heritage.

MUSEUMS & SITES

Museums and historic sites offer valuable glimpses into local culture, heritage, and history, helping preserve the unique stories of the community. These spaces provide educational experiences for residents and visitors alike, fostering a deeper understanding of the past while highlighting the City's identity. Local museums often feature exhibits on regional art, industry, or history, while historical sites may preserve landmarks that reflect key moments in the area's development. Together, they play a critical role in shaping--and understanding--the community.

The primary museums and cultural sites in Alpharetta are the Alpharetta & Old Milton County History Museum, Silos Park, and the FFA Log Cabin, all of which showcase various aspects of the community's history and culture. Additionally, the Mansell House is a Queen Anne-style home built in 1912 that is available for special event rentals. The Alpharetta & Old Milton Historical Society is a major partner in making history accessible to the community. Beyond sites focused on history, there are five art galleries that feature rotating exhibitions throughout the year.

A vision for museums and sites is a bit trickier than other forms of arts and culture: it is not feasible to "create" new historic sites and resources, at least in a way that prioritizes authenticity. Instead, the vision focuses on increased programming and interpretation, including expanding the locations where history can be interpreted. For example, hosting a historic foodways workshop at Old Rucker Farm as a joint event that marries the City's agriculture efforts with celebrating heritage.

EVENTS



MUSEUM & SITES



TOURS



LECTURES & CLASSES



TOURS

Tours offer an engaging way to explore the unique history, architecture, and cultural landmarks of a City and help visitors and residents discover hidden gems and learn about Alpharetta's past. Tours often highlight an area's distinctive neighborhoods, historic sites, and artistic hubs, offering an authentic perspective of life in the City. For residents, these tours can also deepen their appreciation for their hometown and provide new insights into familiar places. Combining tours with digital tools and emerging technologies can offer added immersion and interactivity with places.

The City currently offers three self-guided tours: Art Walk, History Walk, and the Alpha Loop Sip and Stroll. However, people can request a docent for an in-person tour. Other organizations in the City also provide tours, such as the Georgia Nature Photographers' Association.

The vision for tours is to expand opportunities to explore Alpharetta, particularly in terms of lesser-visited locations and exploration of new themes. This could include tours that dive into local restaurants, experiencing the growing South Asian community's heritage, or creating self-guided geocaching "trails" built around specific eras or people of Alpharetta's history.

LECTURES & CLASSES

Lectures and classes provide opportunities for lifelong learning, personal growth, and community engagement. Local libraries and centers of arts, education, and culture often host events that bring experts, authors, or thought leaders to share knowledge on a variety of topics, from history and science to arts and philosophy. Art classes offer residents a chance to explore their creativity and develop new skills in a supportive setting, making the arts accessible to people of all ages and skill levels. These educational offerings not only stimulate intellectual curiosity but also encourage connections between residents, helping to strengthen community ties.

The City offers several lectures and classes related to the arts, with the Arts Center serving as the hub. The vast majority of these classes are visual arts instruction, tailored to a range of different age groups. Another major provider is the Alpharetta Library, which hosts several lectures and classes throughout the year. Other organizations that provide arts- and culture-related classes and lectures include the Chattahoochee Evening Stars Quilt Guild, FOTAL, the Arcadia Theater, the Georgia Nature Photographers Association, the Alpharetta Symphony, Alpharetta Arts Guild, Lionheart Life Center, Metropolitan Ballet Theatre, Inc., Arts Alpharetta, and the Alpharetta Symphony Youth Orchestra.

Into the future, the vision is for both the City and its partner organizations to continue providing a wealth of lectures and classes. This would also include educational opportunities to support artists with training on topics like branding and marketing and financial strategies for creative businesses. These can be further bolstered by having a single arts and culture educational portal where all opportunities are posted on a City-wide calendar, and encouraging joint events that mix arts and culture disciplines in innovative ways unique to Alpharetta.





4

Strategies & Recommendations

Our Path Forward

KEY STRATEGIES

The purpose of this plan is to meet the community's arts and culture needs and chart the path for reaching the City's vision for a more cohesive approach to arts and culture. One key to achieving this is to provide **a series of clear, interrelated strategies** that the City and its partners can pursue incrementally over time as resources are available. These strategies—detailed below—will help create an environment where arts and cultural **initiatives can evolve, expand, and adapt to the community's changing needs.**

To move forward, the Arts & Culture Master Plan recommends seven overarching priorities and strategies:

- **Boost economic development:** Capitalize on Alpharetta's strong arts and culture climate to boost economic development.
- **Foster partnerships:** Foster a culture of partnership between private business, non-profits, and the public sector in arts and culture initiatives across the city.
- **Serve as a connector:** Facilitate connections between Alpharetta's wide variety of historic, arts and cultural organizations.
- **Reflect the community:** Reflect Alpharetta's diverse collection of cultural backgrounds, interests, and places in all aspects of arts and culture.
- **Integrate into operational processes:** Further integrate arts and culture into projects and processes to create clear and transparent protocols.
- **Amplify marketing:** Boost public and private arts and culture activities with cohesive marketing and promotional tools.
- **Maintain character:** Utilize arts and culture to maintain Alpharetta's character in the region, while evolving and connecting with its residents.

1.



Boost Economic Development



Capitalize on Alpharetta’s strong arts and culture opportunities to boost economic development. Arts and culture make good business sense, and support Alpharetta’s role as an economic powerhouse. Investing in the arts and culture industry creates an inviting, innovative environment that can drive economic impact to local complementary businesses such as hospitality, retail, restaurants, and technology. Additionally, when the arts and businesses partner, it increases economic activity. While Alpharetta has a good start on harnessing arts and culture to activate economic development, collaborative and transparent processes will make these efforts much more efficient and impactful. The goal should be to create win-win partnerships for development, businesses, and arts and culture.

HOW DO PRIVATE DEVELOPERS AND OTHER BUSINESSES BENEFIT FROM ARTS & CULTURE?

Arts and culture are big business.

- » The most recent estimates by the Bureau of Economic Analysis and the National Association of State Arts Agencies find that arts and culture generated \$31.5 billion to Georgia’s economy, more than utilities or agriculture and forestry. (Source: National Association of State Arts Organizations)
- » In Georgia, spending by non-profit arts and culture audiences generated a total of \$84.9 million in tax revenues for state and local government. (Source: Arts and Economic Prosperity VI)
- » The average non-profit arts event in Georgia generates direct and indirect related spending per person of \$32.77 for local attendees and \$76.43 for non-local attendees. (Source: Arts and Economic Prosperity VI)

Art attracts workforce talent.

- » From Americans for the Arts 2023 *Americans Speak Out About the Arts* Survey, “Half of people with a college degree (49 percent)—a majority of Millennials (52 percent) and Gen X (54 percent)—say they would strongly consider the arts when deciding where to move for a job.”
- » The same study cites that 79% of Americans believe “Arts and culture is ‘important to their community’s businesses, economy, and local jobs.’”
- » The arts stimulate positive company culture and conversation, foster employee well-being, and inspire a healthier work environment through unique and meaningful experiences for human connection. (Source: *Why Partner With the Arts?* by the pARTnership Movement, Americans for the Arts)

Including the arts in private development increases property values, drives interest in properties, and contributes to placemaking.

- » By thoughtfully curating work that reflects the community and/or location, developers immediately communicate to patrons the “vibe” of a place and increase attachment to a place.
- » Artwork provides a marketing incentive for tenants and customers. Distinctive pieces can generate publicity and make businesses memorable amongst their competitors.
- » Art-based events help cultivate a sense of place and community, particularly in newer developments with stories that are just beginning.

HOW DO PRIVATE DEVELOPERS AND OTHER BUSINESSES BENEFIT FROM ARTS & CULTURE? (CONTINUED)

- » Public art can drive interest in properties. A mural painted along a downtown alleyway in Norcross prompted Social Fox Brewing to choose a specific location and even helped name their business—providing even more connection to the space.

Art can signal that the developer cares about the City.

- » By including work that contributes to the local cultural identity, businesses show that they support and participate in their communities. From the above-referenced Americans for the Arts survey, “67% of Americans say ‘the arts unify our communities regardless of age, race, and ethnicity’ and 62% agree that the arts ‘helps me understand other cultures better.’”

Public art reduces crime. Researchers at the University of Cincinnati found a 28% reduction in violent crime in areas where murals surrounded mixed use development compared to an increase in violent crime City-wide during the same period (2010-2018).

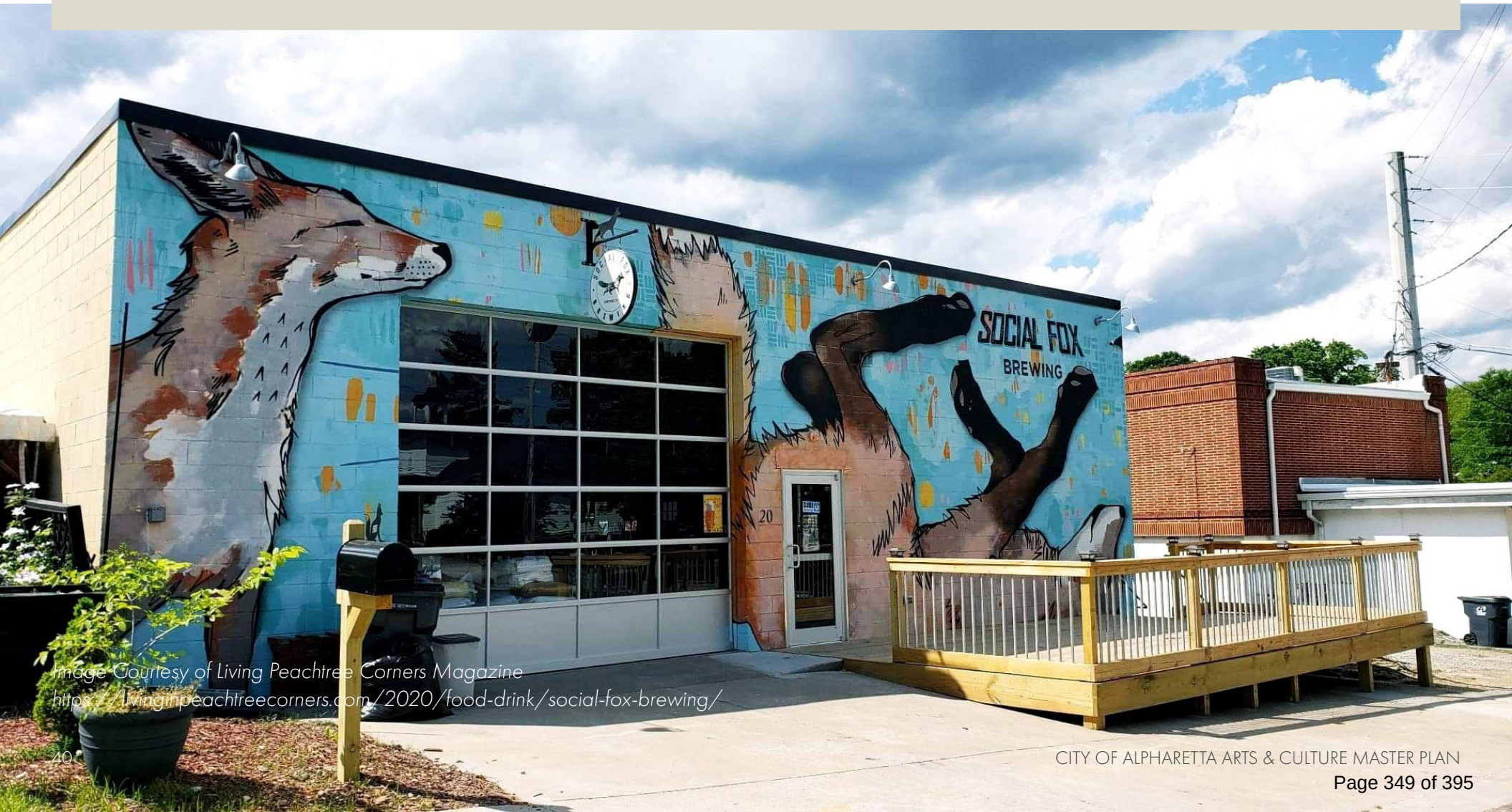


Image Courtesy of Living Peachtree Corners Magazine
<https://livinginpeachtreecorners.com/2020/food-drink/social-fox-brewing/>

BOOST ECONOMIC DEVELOPMENT RECOMMENDATIONS:

Promote arts and culture businesses, programs, and/or events that coincide with City initiatives and placemaking. Attendance at arts events and happenings generates additional spending and more time spent by residents in commercial areas and by non-residents within the community at large. Thus, an investment in boosting arts and culture businesses (galleries, art supply stores, class providers), programs, and events is an investment in the overall economic health of Alpharetta. (See also Strategy #6 Amplify Marketing)

Evaluate opportunities for incentives/tax breaks for artists and art-related businesses. Tax opportunities can incentivize arts-related development and business within the community, building vibrancy and economic growth. Tools to consider include:

- » **Property tax credits** for creating artist workspace or housing. The City can layer these with other real estate incentives, such as Low Income Housing Tax Credits (LIHTC).
- » Creation of **cultural districts** can help with marketing cultural and historical locations in close proximity. With this tool, the City can choose exactly whether the cultural district is simply a marketing or neighborhood designation or whether other incentives are also included. By formally defining a cultural district, the City can include any variety of common incentives to help bring vibrancy to a location through encouraging artists and arts organizations to cluster there. Common incentives include lowered or waived property taxes; waived sales tax for purchase of tickets and art products; reduced or waived costs for artists to occupy space if they commit to a certain time period of occupancy; use of already available tax tools such as LIHTC to develop affordable housing with some set aside for artists; and more. Some communities use these designations to create “open container” zones to attract businesses and visitors, though these can be controversial. The Atlanta Midtown Arts District is an example of a district in which there are no formal government incentives, but local arts organizations and businesses utilize the moniker for marketing purposes and to encourage other business owners to include arts production or artists in residents within their developments. The City can layer these incentives with other existing designations.
- » **Tax Allocation Districts (TADs)** to fund development or redevelopment. This tool is best utilized when paired with a public-private partnership opportunity, and can help develop properties anchored around cultural facilities that include other mixed-use or for hard-to-develop locations that could be suitable for arts work uses. Recently the TAD for the North Point area dissolved because of disappointing returns, but it is still a tool to consider as the market continues to evolve.
- » **Better support for arts businesses and organizations** to take advantage of existing incentives for real estate development and economic development through current or future Alpharetta Economic Development programs.
 - Create a downloadable information sheet (ex., “Development Opportunities for Arts Organizations and Arts-Related Businesses”) on the Economic Development’s website and promote this to the arts and culture community.
 - Have Economic Development and Community Development staff lead an arts community convening or workshop (see Foster Partnerships, page 43) on development and real estate opportunities.
 - Work with other nonprofit partners experienced in working with private landlords to provide artist workspaces to help landlords understand and prepare for working with artists.

BOOST ECONOMIC DEVELOPMENT RECOMMENDATIONS CONTINUED:

Create a tool kit for developers to show how the integration of arts and culture into their projects can boost economic engagement. Property development is often a numbers-driven enterprise with tight margins, and perceived “extras” like public art and other cultural integration often are not priorities. Clearly demonstrating to developers the impact of arts and cultural integration into their projects may help improve and expand these important elements. Including a toolkit as part of the suite of Economic Development materials and planning website can give developers clear direction. A toolkit could include:

- » Statistics showing how the inclusion of arts and culture can boost economic engagement with properties by both tenants and customers
- » Offer examples of different types of successful arts and culture inclusions, such as sculptures, murals, community meeting and maker spaces, interactive art elements, dedicated outdoor performance spaces, etc.
- » An overview of the public art process for private development projects; see Strategy #7-1

City planners should also be proactive in identifying elements of new development and redevelopment projects that could be ripe candidates for inclusion of arts and culture. Consider identifying specific opportunities and proactively reaching out to property owners and developers to gauge their interest in integrating arts and culture opportunities into their projects, even if only in the short term.

- » Identify spaces within growing commercial centers for studios, workspaces, arts retail, and artists-in-residence of all media. A good example of this already occurring is at North Point Mall, where new arts facilities are taking root as part of ongoing plans for redevelopment.
- » Unused commercial and industrial space can be ideal for film production, fabrication, studio space, and other types of arts work.
- » Produce temporary art exhibitions at commercial locations with vacancies to increase vibrancy and encourage interest in the area. This could be a series or a group of pieces by a single artist.

Leverage arts and culture happenings as unique selling points in targeted marketing campaigns to attract tourists seeking cultural experiences. Arts events and vibrant commercial areas are tourism drivers; intentionally including these in tourism marketing campaigns will help cement Alpharetta’s identity in this area. City communications staff should connect regularly with Alpharetta Convention and Visitor Bureau’s staff to understand upcoming promotional campaigns and explore how to plug in Alpharetta’s arts and culture opportunities into the messaging. A simple project is to create and maintain an easily accessible repository of captioned images for ready use by tourism agencies and the media. Consider future surveying at arts and cultural events and performances to understand the audience base and where they are coming from to pinpoint key messages.

Foster Partnerships



Foster a culture of partnership between private business, non-profits, and the public sector in arts and culture initiatives across the City. Alpharetta’s robust business community and network of non-profit organizations offer myriad opportunities for partnership to boost engagement with effectiveness of, and prospective funding for the City’s arts and culture initiatives. There is an opportunity to create pathways for businesses to plug into mutually beneficial relationships with the arts and culture sector, helping create more business opportunities in Alpharetta, more opportunities to participate in arts and culture, and help develop and celebrate local artists.

RECOMMENDATIONS:

Encourage giving to the arts and culture sector to benefit the community. Pursue fundraising partnerships and generate resources for the City of Alpharetta’s arts and culture priorities. As outlined in the Funding section, funding mechanisms for arts and culture activities include foundation grants, corporate sponsorships, and corporate and individual donations. In addition to providing much-needed budget for these projects, they also afford the opportunity to connect Alpharetta’s many corporations and nonprofit organizations to the community with direct impact.

- » **Identify an existing arts umbrella organization, such as Arts Alpharetta, which the City can support more robustly and given the charge to fundraise for and administer some City-sponsored initiatives as well as provide funding resources for local organizations.** A partnership with an anchor nonprofit organization is also a frequent requirement for many grant opportunities, so fostering a seamless relationship will serve Alpharetta well on many fronts.
- » Create and maintain a catalog of sponsorship opportunities for City events. Consider working with an outside consultant to pitch these sponsorships and manage their administration.

FOSTER PARTNERSHIPS RECOMMENDATIONS CONTINUED:

Create pathways for companies to learn more about opportunities to participate in the arts (space sharing, new tenants, residency programs, new partnerships, knowledge sharing, skill development, etc.). While some very enterprising organizations might come to the City with concepts, typically companies need to be presented with ideas of how they might support and participate in arts and culture activities. Being able to articulate these ideas in the context of corporate goals (i.e., cost savings, social responsibility, employee engagement, and environmental stewardship) will help advance these opportunities further.

- » Create and maintain lists of arts and culture needs and ways corporations can plug in, such as space sharing, renting to arts and culture organizations, residency programs, new partnerships, knowledge sharing, skill development, and volunteering. Equip Economic Development staff with this information and work with civic partners (Alpharetta Business Association, Toastmasters, Rotary Club, etc.) to spread the word.
- » Identify new and existing corporate partners and highlight their involvement to the business community and city at large; spotlighting these businesses can strengthen these relationships.

Provide financial support when feasible for arts and culture projects, programs, and happenings. Funding is a major need for all arts and culture organizations serving Alpharetta. Unfortunately, there is no single easy funding source to meet these needs. Instead, the City and its partners will need to pursue multiple opportunities in parallel:

- » Support Arts Alpharetta in building internal capacity so that they can increase fundraising for partner organizations and the Arts Center.
- » Consider a marketing campaign to businesses that promotes the benefits of increasing employee's exposure to creativity (increased employee retention, increased employee morale, increased revenue, etc.) and promoting corporate civic participation.
- » Consider collective marketing efforts to drive awareness of the benefits of giving to partner organizations and other arts organizations by highlighting their stories and contributions to the community. Collectively featuring these initiatives during high-profile giving periods such as Arts and Humanities Month (October), Giving Tuesday, winter holidays, or Georgia Gives Day would be especially impactful.
- » Seek grant funding to support arts and culture in Alpharetta from foundations and government funders, particularly those who have opportunities to build a relationship and multi-year support. Doing so may help leverage these relationships to the entire community and spur other institutional giving.
- » Consider multi-organization public partnerships for catalytic or ambitious projects that would help leverage larger institutional investment in the community, such as placemaking projects or large scale development. This is a key area for Alpharetta's Department of Community Development to provide leadership.
- » Advocate for a small amount of funding from the City's General Fund to start a pilot microgrant program. Piloting this type of program for small arts organizations and/or businesses could start with an initial outlay of just \$10K-\$20K, achieving real impact with a \$500-\$1000 investment per business. Recipients could use these funds for small capacity building, business development projects, or artistic production projects.

FOSTER PARTNERSHIPS RECOMMENDATIONS CONTINUED:

Support pipelines for pre-professional and emerging artists to build careers in the arts. To keep Alpharetta's arts ecosystem thriving and local, the City and its partners need to create visible pathways for students and emerging artists to become involved in the creative community and see viable long-term options in Alpharetta.

- » Encourage involvement in arts and culture infrastructure: include artists, especially students, in the planning and selection of public arts-related events. Consider creating student and/or resident art competitions for City-sponsored designs, such as annual event posters and City-wide collateral.
- » Hold a roundtable discussion with local arts educators and principals to explore ways to facilitate arts engagement with schools. Share City event calendars and potential partnership opportunities with arts educators as far in advance as possible. Provide tickets to or help facilitate field trips to arts programs.
- » Create opportunities for networking and skill building: partner with nonprofit organizations or individual artists to host professional development skills-building workshops for artists. Offer workshops for any open public calls to help local artists understand what they need to consider. Consider providing an online toolkit of resources such as a list of local entrepreneurship business development programs (like SCORE, SBA), and artist development organizations. Local organizations include South Arts, Georgia Lawyers for the Arts, Georgia Council for the Arts, and Art is King. National organizations include Creative Capital, Springboard for the Arts, Center for Cultural Power, Artists U, and The Field.
- » Create specific City-sponsored events or juried exhibitions for students or emerging artists. Reserve exhibition space in City buildings for students. Devote a public or publicly accessible mural space for rotating student artwork such as this program in Deerfield, IL, which annually places artwork on the prominent wall of a private building and also serves as a teaching opportunity for the high school visual arts program.
- » Work with the region's cultural institutions (such as the High Museum, the Alliance Theatre, the Center for Puppetry Arts, and the Atlanta Opera) to have staff or visiting artists present to Art Center students (youth and adult).
- » Develop opportunities for teens exploring career paths, including Teen Nights, a teen volunteer program, or a pre-professional club for kids interested in the arts similar to Aurora Theatre's Teen Nation program.

Identify and form networks for collaboration with civic organizations such as the Alpha Loop Foundation, Arts Alpharetta, and more. Alpharetta has a wealth of capable and interested individuals invested in the strength and vibrancy of their community. Creating structured pathways for collaboration with civic organizations can yield additional bandwidth and community engagement through both staff administration and volunteer bases.

- » Work with City staff and community leaders to explore areas where these organizations can make an impact and provide a value-add to existing City efforts. In addition to opening funding opportunities as mentioned above, this may include cataloging Alpharetta's arts assets and resources, maintaining lists of cultural organizations, etc.
- » Financial support for these organizations is necessary to achieve the desired results, but could alleviate some of the need to allocate additional City staff in the short term.

Serve As a Connector



Facilitate connections between Alpharetta’s wide variety of historic, arts, and cultural organizations. The City of Alpharetta is well poised to leverage its position within the community as a nexus for arts and culture organizations to connect with one another—a commonly stated need during this planning process. By creating channels for connection and cross-pollination amongst the arts and culture community, Alpharetta can help support organizations’ growth capacity, push boundaries, and be more effective at achieving the community’s vision for arts and culture priorities.

RECOMMENDATIONS:

Share opportunities for public arts and culture activities with local artists and arts organizations. Information-sharing is key to connection. Stakeholders in the arts and culture community cited their desire to know more about what one another and the City are doing in this space.

- » Work to ensure that the City distributes RFPs and other calls for collaboration to a diverse audience. Ensure that databases include representatives from all of Alpharetta’s cultural communities and include statements within the calls themselves that encourage participation.
- » Add a portal on the arts and culture area of the City’s website specifically for those working in the space (or, eventually, on the website of the arts umbrella organization the City partners with, as mentioned above) to collect and share calendars of events (as far out into the future as possible), RFPs, calls for artists, appropriate City contact information, and the aforementioned list of arts and culture organizations serving Alpharetta.
- » Send regular communications of arts and culture happenings/opportunities to subscribers. This does not need to be overly designed or cumbersome to produce; there are several readily available communications platforms that can help. The key goal is regular, sustained outreach and information sharing.
 - Content could include City-sponsored events and opportunities, spotlight City arts and culture happenings, and--importantly--community submissions of events, news, RFPs, and other opportunities. Set criteria for inclusion in the newsletter, which would not imply endorsement by the City. See the City of Atlanta Office of Cultural Affairs monthly newsletter as an example.
 - Create a subscriber base by sending an initial issue of the newsletter to organizations and individuals already partnering with the City on arts and culture activities, inviting them to share with their networks. Place a subscribe link on the City’s website, include in staff email signatures, and promote amongst the arts and culture community as appropriate.

Offer conduits for arts and culture organizations to connect with each other, the City, and other businesses who would benefit from proximity to arts and culture activity. Stakeholders across disciplines are yearning for structured opportunities to convene and collaborate. Intentional and inclusive gatherings create opportunities for artists, cultural organizations of all sizes, non-arts community organizations, and commercial interests to connect and converse. These result in important creative synergies, greater organizational support, and provide the aggregate effect needed for the community to advocate for itself.

- » Create regular, intentional convenings such as quarterly information-gathering roundtables, workshops, meet-and-greets or town halls with key City personnel, and simple networking gatherings for the arts and culture community. Having a specific topic or focus for each event can provide structure and generate interest in attendance. For example, workshop topics could include marketing and promotion (a stated need by many stakeholders), approaching real estate and space needs, or how to work with the City on events.

Create a task force for performing arts organizations to connect with each other and the City to help address space constraints, boost programming for theater and dance, and co-promote burgeoning new programs. This task force could eventually turn into a body that can help administer a future performing arts center.



Reflect the Community



Reflect Alpharetta’s cultural backgrounds, interests, and places in all aspects of arts and culture. Although Alpharetta already features enviable arts and cultural resources, residents and other stakeholders noted that resources are not distributed evenly across the full geography of the City. In a similar vein, the community appreciates—and wants more—offerings that reflect distinct cultures, ethnicities, and traditions. These assets can make space feel more vibrant and inclusive by helping to define space and unique neighborhood characteristics, driving economic development, connection to place, and desire to be in Alpharetta.

RECOMMENDATIONS:

Distribute the City’s arts and culture resources across Alpharetta. Expanding Alpharetta’s arts and culture assets and resources more broadly demonstrates the importance of all Alphetans, and provides more and different opportunities to expand offerings and styles. The City should site new public art installations with the intention of including more areas and efforts should be made to identify ways to incorporate other forms of arts and culture across Alpharetta.

- » Consider a more detailed planning effort for each of the identified arts and culture hubs: downtown, North Point, Avalon, and parks. A deliverable for this process could include an interactive map with locations identified for new public art and historical markers; existing and potential venues; and a more detailed inventory of programmed gatherings, lectures, classes, and workshops in these hubs. The study should consider empty commercial spaces, religious or educational institutions, municipal spaces, and non-traditional locations for performances and shows such as building courtyards, empty lots, and unused commercial or light industrial spaces.
- » Encourage arts and culture organizations to consider sites in all hubs for events, performances, and installations and provide greater support for happenings in under-utilized areas.
- » In future capital park projects, work with artists to evaluate opportunities for creating more usable outdoor venues and the needed infrastructure (electricity, shelter, etc.) to support potential events, as well as consult on site design elements that could support public art opportunities.
- » Utilize municipal buildings and City-owned grounds to host performances and exhibitions. The City can couple this with other existing activities like the Street Art Fest or the Paint the Town Plein Art Event to increase interest and draw people into civic buildings. When appropriate, the City can match themes of exhibitions or performances to locations that would amplify the tone of the work on display. For instance, the City could sponsor an art-based exhibition about water or experiences with water at a Watershed Management location. These types of projects tend to be enjoyable for employees who look forward to seeing the work and also to promote civic engagement by bringing people into city buildings to engage in dialogue with one another.

REFLECT THE COMMUNITY RECOMMENDATIONS CONTINUED:

Identify community goals where arts and culture can support greater awareness, efficacy, or engage hard-to-reach audiences. Arts and culture are uniquely suited to raise awareness and address challenges of all types from safety, public health, environmental awareness—even keeping people informed and engaged in an area under construction. Working with artists brings a design-minded approach and a fresh perspective. Examples:

- » Work with socially engaged artists to connect with hard-to-reach segments of the population around specific issues of interest through artistic activations.
- » Increase pedestrian safety through painted crosswalks or artistic wayfinding.
- » Murals on park sidewalks to encourage wellness.
- » Artistic benches or bus stops or kinetic installations that encourage seniors to be more active.
- » Educational art installations or murals alongside municipal projects that teach core principles of conservation, watershed, history, etc.
- » Painted storm drains encourage residents to dispose of waste properly.

Identify “high impact/high reward” locations to invest in art-infused infrastructure, using arts and culture to help define spaces. Incorporating art into infrastructure provides more opportunities for vibrancy and community connectedness, often providing maximum impact without much additional expense. Public art and cultural zones can also create gateways into the City and neighborhoods and help foster a sense of identity. Examples of using arts and culture as “gateway” elements into neighborhoods around Alpharetta and/or major roadway entrances to the City could include:

- » Utilize small-scale art projects to infuse a sense of identity into the arts and culture hubs, and neighborhoods that desire it. This can offer opportunities for local artists to get a “first start” on public art projects.
- » Consider a signature sculptural element that the City could replicate in different hubs and painted to reflect each hub’s individual character (e.g., Cows in Houston).
- » Lean into Alpharetta’s “Music City” identity by integrating artwork with the theme of music or sound.
- » Install musical benches (e.g., Dallas teetertotters).
- » Create temporary installations yearly with the theme of sound or music that highlight Alpharetta’s relationship with music. This could coincide with a currently occurring music festival.
- » Sound or light installations in places where it would enhance vibrancy, especially where public safety is a concern.
- » Murals that highlight local music history.
- » Sculpture that defines space suitable for public performance (i.e., Coopers Alley in Chattanooga).
- » Utilize temporary or ephemeral installations to “try on” art styles, such as a lighting installation on City Hall that changes monthly or quarterly (e.g., Chicago’s Art on the Mart) or installations tied to holidays (e.g., Norcross’ Valentine’s Day hearts).

REFLECT THE COMMUNITY RECOMMENDATIONS CONTINUED:

Create a clear process for cultural groups to host their events at City facilities and use engagement channels to distribute this widely. The City, organizations, and stakeholders agree on a desire to integrate more of Alpharetta's cultures, ethnicities, and traditions into events held in the City. While the City's capacity for producing events is at its current limit, there is opportunity to provide more navigational support for groups seeking to host their own events in Alpharetta. The City needs to define and share these resources and processes.

- » Create an internal working group and consider assembling an outside taskforce to evaluate:
 - The types of ways for groups to participate in events in Alpharetta, including participating in or partnering on existing City-planned or City-sponsored events, producing events with some City resources, or hosting their own wholly produced events on City property.
 - The resources (funding, space, equipment, staffing, etc.) that the City can devote to outside events
 - Any parameters for the content of events that organizations hold on City property or with City support
- » Set clear roles and responsibilities within City departments for the execution of these events and transparent protocols for consideration. At a minimum, create an easily accessible and simple form for organizations to submit, but consider establishing a "concierge" service to provide hands-on assistance.
- » If there are events that the City is seeking to add to its own calendar without increasing its own staff burden, utilize the network of arts and culture organizations and convenings mentioned above to disseminate an RFP for the event production.



STRATEGY 5 Integrate into Operational Processes



Further integrate arts and culture into projects and processes to create clear and transparent protocols. When deployed with strategic purpose in projects, arts and culture can enhance goals for safety, transportation, economic development, connecting with hard-to reach sectors of the community. Considering arts and culture as a lens in major planning efforts from the onset of projects can make them more effective, more cost-efficient, and more impactful. Current capacity may need to expand over time to meet the need for high-quality impact as Alpharetta integrates arts and culture into more priority areas.

RECOMMENDATIONS:

Establish a clear process for private development to incorporate arts and culture in new or redeveloped capital projects. The process for private development projects to contribute to public art is not currently explicit in the City's code. Usually when a developer provides a piece of public art, it is because the City places a condition on the development's recommendation. In this situation, the developer must then work with City staff to create a public art plan, and then go in front of the Cultural Arts Commission for recommendation.

Although this has resulted in an increased amount of public art, the process is imperfect and results are mixed. Requiring an additional approval for development adds time (and uncertainty) to projects, which often represents a hit to the project's financials. Developers also must identify and procure the art themselves. For most developers this is very difficult, as public art is not a typical area of expertise nor are most developers plugged into local and regional artist networks. Because of this, the art that comes out of this process is not always the quality and the type of art the community would like to see. Additionally, because the art comes about as a condition, it starts later in the process—much of the foundational design and programming is already established, and there are few opportunities to really integrate art into the project meaningfully.

In consultation with the City Attorney, Alpharetta should explore developing a better process for adding public art through private development. This new process should reduce the uncertainty around whether a development will be required to provide art, and the City can structure it in a way that results in better quality pieces. The City may wish to explore the following:

- » Rather than requiring art as a condition, consider modifying the code of ordinances to indicate when and where the City requires public art. This provides the development community with a clear expectation from the beginning, and is an opportunity to integrate arts and culture elements into early design work. Two "triggers" for an art requirement could include:
 - **Size/intensity of the project.** Consider requiring art for projects that are above a certain square footage, such as 20,000 square feet.

INTEGRATE INTO OPERATIONAL PROCESSES RECOMMENDATIONS CONTINUED:

Continued. ...

- **Location** (recommended). Consider requiring art in all non-single family projects located in arts and culture hubs identified in this Arts & Culture Master Plan; this would apply to Downtown Alpharetta and North Point, as a private entity manages Avalon and parks have a public process for their capital improvements. The City already has specialized code provisions for Downtown and North Point, so there is precedent for requiring high quality design and an existing framework for requiring special considerations.
- » If a project does “trigger” the public art requirement, consider providing developers with two options for meeting it:
 - **Option 1:** Work with the developer to integrate art into the project at the earliest stage possible. This could include an initial art plan that the City requires as part of a project’s initial submittal package. The process could be similar to how it works now, with the developer working with both City staff and other arts community leaders as advisors in the process.
 - » For this option, consider establishing a point-based system in the code for meeting the public art requirement. For example, public art that is comparatively “easy” to do, such as a mural on the side of the building, may be worth 2 points whereas art integrated into infrastructure may be worth 5 points. The intent would be to provide developers with a menu of options for meeting a total number of art points. The total required could vary as well based on a project’s size and/or location.
 - » Additionally, the City should consider developing a document with clear design guidelines and direction for developers. These guidelines should include recommendations on foot/area ratios, public space amenities and illumination, artist compensation and selection criteria, and project and artwork selection criteria (fabrication, safety, artist vision, and maintenance considerations). This document should also:
 - Identify the City’s specific values or priorities that they would like to amplify through the program; this should include referencing this Arts & Culture Master Plan for Alpharetta’s overall vision and the focus public art types.
 - Clarify duties and responsibilities where more than one committee or board may have jurisdiction over or may advise the art aspect of the project. (what group is doing what, where in the process are there potential for dependencies between committees/boards, etc.)
 - Provide examples of different types of work and what demonstrates high quality. Provide examples of what the City would not approve and include an explanation of why.
 - Share that while the City does not endorse or sponsor use of specific artists or consultants, if more customized advisement is sought, the City could hire public art consultants to support the project.
 - Consider creating a website or webpage linked to both the Arts and Culture and Planning webpages as a portal to host information about this process.
 - **Option 2.** Provide a “fee-in-lieu of” option, similar to how the City offers a fee-in-lieu of option for parking in Downtown Alpharetta. In this scenario, developers could opt out of providing art on their own site and instead pay into a designated City-managed fund. The fund would have stipulations on how/where the City could spend funds to ensure there is a rational “nexus” between the fee a developer is providing and a benefit that the site receives.
 - A designated City-managed fund should cover public art procurement, maintenance, curation, and administration so that the City can use fees flexibly to support both strategic priorities for public art and procurement of public art.

Should the City choose to update its code to require art in certain projects, it is important that the requirements are reasonable. The goal is to not deter or bog down development, but to layer in art as a value add for all parties.

INTEGRATE INTO OPERATIONAL PROCESSES RECOMMENDATIONS CONTINUED:

Integrate arts and culture as part of the standard process for new and updated infrastructure and planning projects. The City should require consideration of arts and cultural in its plans and initiatives. Rather than departments layering it in after projects are planned, including arts and culture from the start signals that it is a municipal priority; yields more integrated, impactful, and often more cost-effective inclusion; and also potentially unlocks budget dollars for arts-related project elements in placemaking.

- » Include arts and culture as a standard element in future comprehensive plan updates.
- » Develop and refine over time a workflow for project types and levels and the inclusion of arts and culture experts to review plans and make suggestions. Depending on the type and complexity of various projects, this may draw from existing City arts staff, a roster of community partners or artists, or a hired consultant. Consider and set standards for types of projects that the Cultural Arts Commission would need to vet.

Plan for the future hiring of an additional staff member to administer arts and culture initiatives and boost engagement within the arts and culture community. Current Recreation, Parks & Cultural Services staff are already producing a vast amount of programming and coordination with other City departments. To achieve the levels of community connection that is desired--and deeper, sustained integration of arts and culture into economic development and City planning processes--the City will need more staff and specific expertise. The City should begin to make plans for the addition of one or more staff members in the years ahead. Eventually, a dedicated arts administrator will also be able to manage funding opportunities and network with regional peers for idea-sharing in project ideas and funding and partnership opportunities. Until there is support and funding to expand in-house staff, there are ways to expand the arts and cultural capacity:

- » Hiring outside consultants to perform some arts administration duties and create workflows and annual calendars; outside consultants are also an excellent option for “one-off” projects that require more technical expertise and/or access to specialized data sources
- » Consider a paid internship program. Interns are well-suited for discrete projects such as the cataloging of existing assets, development of a maintenance plan, etc. Area arts administration programs that could yield candidates include:
 - Augusta University, Certificate, Arts Administration
 - Georgia State University, B.I.S. Arts Administration
 - SCAD, MA Creative Business Leadership

Amplify Marketing



Boost public and private arts and culture activities with cohesive marketing and promotional tools. Community members described a desire to make finding information about available programs, events, and resources easier. In addition, local arts and culture organizations expressed a need for assistance with marketing and promotion. By leveraging all activity across the community, Alpharetta can better market its activities to residents, workers, and those from surrounding communities to enhance economic impact.

RECOMMENDATIONS:

Work with an organization such as the Alpharetta Convention & Visitors Bureau and Arts Alpharetta to create an online arts and culture hub with a searchable and contributory calendar of events, with maps, lists of local resources, etc. The public and Alpharetta's arts and cultural organizations desire a go-to resource that shares more in-depth information on arts and culture events, happenings, and sites.

- » Set sights on creating, maintaining, and sharing a comprehensive, searchable calendar of arts and culture events and happenings in Alpharetta. The calendar should be categorized by type and location and ideally offer the ability for users to export events to their personal calendars or subscribe to categories. The calendar should be in an easy-to-find location on the City website and be accessible via QR codes located on information kiosks and bulletin boards. For example, see Roswell365.com.
- » Using the current Public Art Story Map as a starting point, promote interaction with public art, historical sites, and other cultural assets to create a comprehensive, searchable map that people can use to explore and interact with the City's assets virtually, create walking tours, set meeting points, and create educational curricula. People can also use the map for interactive promotions such as scavenger hunts and passport promotions.

AMPLIFY MARKETING RECOMMENDATIONS CONTINUED:

Continue to use the City's existing channels to promote and market the City's own and partnered arts and culture programs and events. Alpharetta's residents are already tuned into the City's existing communications; therefore, the City amplifying and focusing attention on arts and culture should yield more engagement and give Alpharetta's cultural institutions a sought-after boost.

- » Send a regular communication about arts and culture opportunities as described above.
- » Intentionally include less talked-about arts and culture types in marketing, especially theater and dance.
- » Develop and maintain a social media communications calendar for coordinated and differentiated content across various channels. Tell Alpharetta's arts and culture story through the lenses of various stakeholder types: residents, artists, performers, and educators. Incorporate more inclusion of community organizations and resident artists via strategies like partnered posts and takeovers. Consider expanding social media presence to additional platforms to take advantage of the reach to younger adults as patrons and emerging professionals. Creative use of social media is a terrific pathway to involve teenage volunteers and interns.
- » Consider the use of annual (or biannual) themes to connect all types of City's arts and culture offerings with those from the community. These can tie into or complement broader City initiatives or the City can source ideas from the community. Themes can offer built-in opportunities for creative endeavors across all art types and even historical look-backs at how these concepts or ideals shaped in Alpharetta in previous times.

Create an Alpharetta arts and culture marketing toolkit for organizations to employ. Make it easy for organizations to talk about and promote their place within Alpharetta's arts and culture community. Include an easily accessible document with messaging about the City of Alpharetta and its arts and culture vision and identity. Create and maintain a repository of pre-approved, downloadable captioned images to make it turnkey for entities like Economic Development, the Alpharetta Convention and Visitors Bureau, and community organizations to include photos of Alpharetta's arts and culture assets and offerings.



Maintain Character



Utilize arts and culture to maintain Alpharetta's character in the region, while evolving and connecting with its residents. Alpharetta has abundant resources, culturally diverse residents, and unique amenities to offer. By identifying and preserving the character that makes the City unique, Alpharetta can harness what makes it distinctive to drive economic growth and vibrancy.

RECOMMENDATIONS:

Define Alpharetta's arts and culture identity. Creating a more detailed document that defines what Alpharetta's arts and culture identity is—and is not—will equip the City with consistent messaging and provide parameters for planners, developers, artists, culture bearers, and other participants in Alpharetta's arts and culture scene. Although this Arts & Culture Master Plan is a start, there is a need to establish art guidelines, the kinds of art (media, format, style, etc.) accepted and not accepted, and how Alpharetta wants to define local art.

Alpharetta's unique history should be celebrated as a key element of its arts and culture core identity and should be included in the vision and identity documents as well as in marketing toolkits.

- » Ensure that Alpharetta's diverse cultural backgrounds and interests is reflected in all aspects of arts and culture through historic organizations, heritage organizations, and any other culturally specific organization.
- » Consider ways to incorporate historical stories, traditions, and events into new public art, art showcases, or works of performing art.
- » Ensure the City includes historical sites when cataloging arts and cultural assets. Place markers with QR codes at these locations to enable viewing of historical photographs of these locations where possible.
- » Intentionally include members of Chattahoochee Evening Stars Quilt Guild and similar heritage craft groups in meetings to help preserve this part of Alpharetta's history and ensure they are actively part of telling the community's story.

Promote Alpharetta's arts and culture identity locally, regionally, and nationally. Keeping arts and culture in the forefront as Alpharetta grows will help solidify its reputation as a vibrant, diverse City with a small-town feel. The City can achieve this in small and large ways from signaling arts and culture's primacy with its consistent inclusion in City language and images to facilitating connections between businesses and local organizations to amplify the impact of arts and culture. A great starting point is leveraging Alpharetta's strength in music through development and creation of a Music City Plan (see pages 57-59).

MAINTAIN CHARACTER RECOMMENDATIONS CONTINUED:

Create a plan to digitize, maintain, curate, and promote public arts and cultural resources. An essential part of maximizing the City's resources is understanding all of the available assets and how best to deploy them. A comprehensive catalog of public art (current and past, permanent and temporary) and the City's arts and cultural resources, as well as a maintained list of arts and cultural organizations serving Alpharetta will become an essential resource for arts and culture stakeholders as well as a platform for programming and promotion.

Public Art (current and past, permanent and temporary) is a key component of a comprehensive catalog of the City's arts and cultural resources. This catalog should become an essential resource for arts and culture stakeholders as well as a platform for programming and promotion.

- » The catalog should include comprehensive information on each artwork. Ensure that each artwork has informational signage with a QR code linking to its page in the catalog.
- » Create and periodically update a plan for the preventative and ongoing maintenance of all artworks, including ready resources for responsive repair or cleaning and the budget for these activities. An up-to-date catalog also ensures complete insurance coverage. Develop or update policies for acquisition and deaccession. Work with an arts consultant as needed.
- » Consider the creation of a public trust fund for public art that would allow corporations and individuals to make contributions. The trust could be utilized in perpetuity to fund the maintenance and acquisition of public art for Alpharetta.
- » Expand the Public Art Story Map to include a broader collection of arts and culture assets. This can serve as a database for the City and partner organizations the ability to easily reference assets for publicity, make connections with artworks and resources, and create programming such as art walks or interactive activations.

Explore ways to build on the success of the Arts Center. Alpharetta's Art Center is an enviable asset and is already well-utilized with varied programming and classes. The City may need to make some modifications with pricing to sustain growth and remain competitive.

- » Consider a new membership model that would enable more competitive pricing for non-residents
- » Engage with an outside consultant to conduct a study on pricing for residents vs. non-residents as well as work to identify opportunities to expand marketing in and around Alpharetta. Consider a membership model.
- » Internally or with a consultant, consider implementation of a sponsorship program of the Arts Center programming and facilities and a partnership program to connect patrons with promotions or discounts.
- » As part of the push to identify additional locations for arts and culture in under-utilized areas of Alpharetta, consider a satellite location of the Arts Center with different offerings, such as a membership-based maker space and associated classes. In particular, consider expanding arts and cultural opportunities at Preston Ridge Community Center and other facilities on the east side of Alpharetta.
- » Offer extended facility hours for groups seeking to use the Arts Center for lectures and meet-ups.
- » Consider development of a Culture City Pass that bundles an Arts Center membership with other popular City services and programs

Revise and implement the Alpharetta Music City strategy. Development and implementation of this type of model will cultivate a sense of place that enhances Alpharetta's Music City identity and connect businesses who benefit from increased arts activity with local arts organizations to help better coordinate arts activity and economic impact.

MAINTAIN CHARACTER RECOMMENDATIONS CONTINUED:

Address the need for a Performing Arts Facility. A breadth of arts and culture organizations in Alpharetta feel the facilities gap, most notably for the performing arts. The gap is particularly acute for spaces for performance, rehearsal, storage, education, and administration, and is as a key issue limiting the growth of many organizations. The City should engage an outside consultant to conduct a feasibility study to understand the needs of a performing arts facility and make recommendations for an appropriate size, amenities, and possible locations. A study should incorporate references to past studies (such as previous studies conducted by the Alpharetta Convention and Visitors Bureau) and include all City staff, partner organizations, and local businesses. Major considerations will include budget, programming models and potential partnerships with neighboring communities. Creative solutions will be necessary to satisfy the current needs of these organizations while planning for future growth.

- » Establish the aforementioned task force of performing arts organizations and set a regular, sustained meeting schedule with a dedicated City staff liaison. This move is a key signal to these organizations that Alpharetta recognizes the acute needs of this sector and should provoke goodwill and fellow cooperation and innovation.
- » Conduct an audit of existing public and private facilities in Alpharetta that performing arts organizations could be use. Consider non-traditional spaces, space-sharing, and locations in adjacent municipalities.
- » Serve as a facilitator between performing arts organizations and property owners (including other municipalities) as the City explores creative options.

WHAT IS A “MUSIC CITY”?

“Music City” isn’t simply a self description. In short, Music Cities aren’t just places where there is a lot of live music, but areas where active placemaking occurs to enhance the benefits of proximity to the music economy to build vibrancy, economic growth, social benefits, and prosperity across the entire City.

According to IFPI, “A Music City, by its simplest definition, is a place with a vibrant music economy. There is growing recognition among governments and other stakeholders that Music Cities can deliver significant economic, employment, cultural and social benefits.” In their 2020 report *The Mastering of A Music City*, IFPI highlights key elements of a Music City, which include:

- » Artists and musicians
- » A thriving music scene
- » Access to spaces and places
- » A receptive and engaged audience
- » Record labels and other music-related businesses.
- » It is also important to have multi-level government support, a broader City infrastructure conducive to the sector, and music education programs.”

Some examples of Music Cities include large, well-known music centers like Austin, TX and Nashville, TN, but also smaller cities like Denton, TX, and Chattanooga, TN, Olympia, WA and Eau Claire, WI.

WHY SHOULD ALPHARETTA BE A MUSIC CITY?

Alpharetta already enjoys a strong reputation for having great live music. This distinction is a differentiating factor for Alpharetta amongst other North Atlanta Metro cities. By building upon this reputation through planning and placemaking efforts and partnering with the local music community to capitalize on existing assets, all Alpharettans stand to benefit from an enhanced local economy, music tourism, increased access to arts and culture opportunities, job creation, and living in an even more dynamic community.

HOW DOES ALPHARETTA BECOME A MUSIC CITY?

Music Cities vary widely in the strategies that they have pursued to achieve success, so it will be crucial for Alpharetta to identify the plans that best help the City achieve both arts and culture and broader economic and social goals to achieve the best outcomes. Based on field research from reports like *The Mastering of A Music City*, and analysis of feedback from interested parties, the planning team recommends the following strategies:

- » Convene interested parties in an interactive and ongoing process to better understand the policy and social environment affecting the music industry in Alpharetta.
- » Create an advisory board of interested parties that can provide a link between City government and the Alpharetta music community.
- » In partnership with the local music community, identify needed policy goals, possible hurdles, and barriers to access. Consider investment in a music census study or other research to inform policy decisions.
- » Consider establishing a music officer within City government that can address music related concerns in the community and issues and provide recommendations to City council and the mayor's office on policy.
- » Inventory existing music assets and identify assets from which to build and gaps in the music ecosystem. Assets can include: available commercial music work and practice space, live performance venues (number, size and audience served), music education programs, music events and festivals, music businesses located in and nearby Alpharetta, historic music assets, recording facilities, professional and pre-professional music opportunities.
- » Create or update a Music City plan for Alpharetta that not only includes recommendations and goals for increasing economic development, but policy and planning recommendations which support developing a music and musician-friendly environment City-wide.
- » With music community partners and the Alpharetta Convention and Visitor's Bureau, develop a plan for music tourism in Alpharetta.
- » Identify audience and economic development goals specific to cultivating the local music industry. Identify existing programs in economic development and community development that the music community could access more easily, along with the need to tailor information or outreach to attract more music industry participation. Add gaps identified from the music asset inventory to priorities for economic development in Alpharetta.





5

Funding

Funding

There is a variety of innovative ways to fund arts and culture in Alpharetta. Long term, the City should consider providing a similar level of funding support for Arts Alpharetta that it provides to other initiatives such as Tech Alpharetta. This sort of dedicated, consistent funding stream would be transformative for arts and culture in the city.

In the short to medium term, staff and partners can generate funding using multiple approaches. The City will need to allocate these funds in dynamic ways to execute the seven major strategies of this Arts & Culture Master Plan.

FUNDING TYPES

Foundation Grants

Some foundations grant to municipalities, particularly to fund catalytic and cross-sector projects in arts and culture that can benefit communities in multiple ways. Additionally, funding also exists to support historic and cultural preservation for cities like Alpharetta. Cross-sector foundation grants may be appropriate for projects where arts and culture partners with other sectors to achieve broad community goals, such as improved public health or safer walking infrastructure.

Additionally, some Foundation grants may require partnership with local nonprofits, artists, or other cross-sector partnerships. The City may also choose to work with a nonprofit partner such as Arts Alpharetta on grants for other advantages such as simplification of grants management.

Below are some examples of the types of grants available to cities like Alpharetta:

- » **Bloomberg Philanthropies** (Asphalt Art) - Bloomberg provides opportunities for cities to apply for grants to make transportation and pedestrian infrastructure safer through arts improvements.
- » **Project for Public Spaces** (Placemaking Grants for Public Spaces) - Project for Public Spaces provides grants and technical assistance for placemaking.

Government Grants

Governments provide grants that can help support cultural activities, renovation or acquisition of new arts facilities, or cross-sector collaboration with artists or arts organizations. Increasing grant seeking capacity could help Alpharetta generate new sources of revenue from these opportunities. Federal grants typically provide the largest awards, but also require the most resources for grant management, while smaller county or state grants may be helpful for smaller artistic projects. Alpharetta should consider whether opportunities for grants are appropriate for the amount of time and resources needed for grant seeking and grant management and plan to propose projects accordingly.

- » The **National Endowment for the Arts** and **National Endowment for the Humanities** offer multiple grants to which cities may apply for a wide range of creative purposes.
- » **Georgia Council for the Arts** offers Bridge and Arts Project grants to which cities can apply. These are smaller grants than those made by federal agencies.
- » **Fulton County** provides grants through Contracts for Services to cities, and Alpharetta has successfully won funding previously for arts and culture programs.
- » **South Arts**, the regional arts agency, offers cross-sector arts grants for which municipalities can be eligible if applying in partnership with a nonprofit organization or artist.

Public-Private Partnership

Broadly speaking, public-private partnerships are collaborations between public entities, such as cities and nonprofit organizations with private entities, like non-profit organizations, corporations, and individuals. Public-private partnerships can be structured in many different ways depending on needs to accomplish goals that a jurisdiction cannot achieve alone. Cities can use public-private partnerships for large multi-year projects or catalytic projects that require collaboration with the private sector to achieve needed goals. Other cities have utilized public-private partnerships to create art, produce public



performances and install exhibitions in government buildings. Additionally, they have successfully raised corporate resources to update arts facilities in order to reach city-wide energy conservation goals while combining public, private and nonprofit resources. These actions have resulted in the funding of construction of new arts facilities while matching corporate and public funds to produce public art experiences for the entire community.

Examples of successful public-private partnerships include:

- » Central Atlanta Progress uses a public-private partnership with the City of Atlanta and media companies to fund arts and culture in Downtown Atlanta through revenue-sharing agreements and partnerships with media companies and property owners.
- » Bethlehem, PA redeveloped a 10-acre industrial site into a vibrant dedicated arts site with multiple festivals and events year-round through the establishment of a Tax Increment Financing (TIF) district to fund the project.
- » The City of Minneapolis partnered with Downtown landlords to subsidize rents and fill vacant storefronts with artists and arts businesses to increase vibrancy.

Corporate Sponsorships and Donations

More and more, cities are utilizing corporate donations and corporate sponsorship to achieve public goals while achieving corporate goals for social responsibility and help expose employees to opportunities for creativity. The City could structure sponsorship and donation opportunities around designated initiatives such as capital campaigns, naming rights, or helping to create endowments or trusts that can fund new facilities or ongoing maintenance of public art.

In order to be successful and generate needed revenue, the City would need to develop a compelling statement of need along with a plan for marketing the fundraising campaign to potential donors. Campaigns can also target cultivation of corporate or individual volunteerism and in-kind gifts. Event sponsorship opportunities, such as for festivals or large productions, offer an incentive for more “eyes on the brand” to local businesses, as well as an opportunity to show community participation is a priority.

Funding

Using corporate sponsorships and donations in a public setting could include:

- » Establishing a **public trust** can allow corporations and individuals to donate to trusts that fund acquisition and maintenance of public art such as the City of Suwanee's Public Art Capital Campaign that allows corporations, small businesses, and individuals to be a part of the City's acquisition of new public art for the Town Center Park Expansion Project.
- » A **sponsorship program** of the Arts Center, including naming rights of the building, classrooms and spaces, programming and even equipment.
- » **Buy-a-brick campaigns** to fund capital projects.

Percent-for-Art

Percent-for-Art programs are highly effective in providing a steady opportunity to fund arts and culture within cities. Percent-for-art programs work by utilizing a percentage (typically .1%) of total spending on new capital projects to fund art or to pay into a fund that can pay for public art or other City-produced arts and culture activities.

There are two main types of percent-for art programs: private development percent-for-art programs and public development percent-for-art programs. Programs can be voluntary or mandatory, and may also have a threshold for minimum capital expenditure or exclusions for specific types of capital spending. These program can have flexible structures, and the City could design it to meet specific goals.

- » **Private development percent-for-art programs:** In these programs, private developers participate in contributions to percent-for-art funds whenever they build new developments. Some cities opt for voluntary participation while others, like LA, have made participation mandatory. (Mandatory participation generates more public art for the community. However, communities must take care to ensure that the expenditures for arts and culture do not discourage development.) Many programs also either encourage or require developers to meet with a public art council or to work with a City-approved public art consultant to ensure that developers

understand the benefits both they and the community receive through the program as well have access to expertise to help them choose quality art activations that will complement their development. Clear expectations are vital to help developers and businesses navigate the program.

- » **Public development percent-for-art programs:** Some cities have a percent-for-art requirement for capital outlay projects, usually .1% to 1% is incorporated to pay for public art. These programs are highly effective at generating public art for communities, particularly since it's an opportunity for including public art at the beginning of each project. Public art can be incorporated into the project itself (such as art-infused infrastructure or as an adornment) or the budget allotment can be paid into a fund that pays for public art in other locations if a suitable project for the current capital outlay is not available.
- » This database for model ordinances from other places offers many examples: <https://explore.publicartarchive.org/papd-database>



Fees for Service

Fees for service include any fees generated by offering art-making, art events, or art activities to the public. These include facility rental fees, class tuition, service fees, ticket fees, and any other fees charged for quid-pro-quo exchange of services or goods. Cities like Alpharetta often subsidize these fees from the true market rate to make community resources affordable and equitable, however these fees can provide important sources of regular cashflow.

- » Increasing enrollment, rentals, attendance will increase revenue.
- » COVID-19 impacted service fees and participation for the City of Alpharetta just like most other arts organizations, and the Art Center continues to meet or exceed budgeted goals for fees and participation.
- » Consider offering additional programs or services as demand increases to increase revenue if capacity is available.
- » Through partnership with other arts service organizations, Alpharetta could extend workshops or professional development opportunities to its artist community without having to develop a new curriculum from scratch to meet the need.
- » In addition to budgeted General Funds, grants can help offset program costs from market rates. Soliciting corporate sponsorships can also help offset market rates and further expose corporate employees to more creative offerings in the community.

Funding

Bonds

Bonds are a method commonly utilized to pay for capital projects whereby municipalities sell local bonds to fund project construction.

By including public art, beautification, or art-infused infrastructure in project plans from the very beginning, Alpharetta can use these public funds to pay for art as part of the project. By including art in capital outlays, Alpharetta not only increases the overall amount of art residents have access to, but the City can plan for types of art that will contribute to the goals of the project.

Tax Revenue

Property taxes and sales taxes generate the majority of Alpharetta's tax revenue, with a small amount also generated from Hotel/Motel Tax revenue. Property Tax and Sales Tax revenue goes into the General Fund, which is the primary fund for the City's budget. The 8% Hotel/Motel occupancy tax revenue is split between the City of Alpharetta (37.5%), debt service on the Alpharetta Convention Center (18.75%), and the Alpharetta Convention and Visitors Bureau (43.75%). The City's portion of the revenue is transferred from the Hotel/Motel Tax Fund to the General Fund after satisfying expenditures to ACVB and convention center debt service. Public surveying during this planning process indicated that there could be support for a modest tax increase to support arts and culture in Alpharetta.

TADs

Tax Allocation Districts (TADs), called Tax Increment Financing (TIF) districts in other parts of the country, allow for bonds to be sold that would be repaid utilizing future anticipated tax payments to allow financing of current development projects. This option is popular for vacant, blighted, or mostly unused properties to be redeveloped into future projects. Communities have successfully used this option to redevelop projects for arts and culture that include anchor organizations, which can encourage arts and culture activity in the area. They often require public-private partnership and legislation to designate the TAD. There are potential downsides if tax revenue shifts significantly from what

was anticipated after the state approves a TAD or if communication with the community about the purpose and activities around the TAD project are not seen as transparent. If the North Point TAD returns in the future, this could be a viable funding source for art projects in eastern Alpharetta.

Other Government Programs and Tax Credits

Some government programs allow inclusion of arts and culture projects when utilizing the grant or tax funding for another purpose, or have specific provisions for artists (such as the Low Income Housing Tax Credit (LIHTC)). It is important to be aware of these opportunities if the goal is to be creative in funding future projects for the City of Alpharetta. The City can layer these credits into direct funding or other opportunities that the City chooses to pursue directly to increase the feasibility of the project.





↑ ATHLETIC
FIELDS
↑ POOL
↑ WACKY
WORLD
→ MANSELL
HOUSE

GRAND
PAVILION
DOG PARK
COMMUNITY
CENTER
PEDESTRIAN
TROOMS
EEN LOOP
RED LOOP

6

Action Plans

Immediate Actions (Next 12 Months)

To implement the Arts & Culture Master Plan, the City should begin with tasks that signal immediate momentum to stakeholders, along with key actions that will serve as the foundation for the rest of the plan.

IMMEDIATE ACTIONS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Create an initial schedule for arts and culture convenings. Signal readiness to engage with the arts and culture community by scheduling an initial set of convenings, such as networking opportunities or listening sessions. The City should plan future events based on the group's feedback and interest areas.	Recreation, Parks & Culture staff	Arts and culture organizations, arts educators, arts-related businesses, cultural and historic heritage organizations	Staff Time	N/A	3
Assess and bolster the Arts Alpharetta partnership. Many key elements of the Master Plan rely on a more robust partnership with Arts Alpharetta. Work with the organization to determine its current and future capacity, identify areas that require more support from the City and/or community partners, and lay the groundwork for increasing staff and resources. Consider working with an outside consultant to develop a strategic plan for the organization's elevated role in the City's future arts ecosystem.	Recreation, Parks & Culture staff, Arts Alpharetta leadership	Outside consultant	Additional funds needed	City of Alpharetta: General Fund; Arts Alpharetta: donations, earned revenue, capacity building grants	2

IMMEDIATE ACTIONS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Define Alpharetta’s arts and culture identity. A clear, articulated identity for Alpharetta’s arts and culture is a foundational step for execution of the Master plan. Establish a project lead and timeline, involving an outside consultant as needed, to create a document defining what Alpharetta’s arts and culture identity is—and is not—to equip the City with essential messaging language and provide parameters for planners, developers, artists, culture bearers, and other participants in Alpharetta’s Arts & Culture scene.	Recreation, Parks & Culture staff and City Communications staff	Alpharetta CVB, Economic Development staff, arts and culture organizations; potential outside consultant	Additional funds needed	General Fund (could be incorporated into normal marketing costs)	7
Create a plan to catalog, maintain, curate, and promote public arts and cultural resources. An essential part of maximizing the City’s resources is understanding all of the available assets and how best to deploy them. Establish a project lead and timeline, involving an outside consultant as needed, to create a plan for the comprehensive documentation of Alpharetta’s public art (current and past, permanent and temporary), the City’s arts and cultural resources, as well as a maintained list of arts and cultural organizations serving Alpharetta. This could also be a project for a summer intern.	Recreation, Parks & Culture Staff	Potential outside consultant	Additional funds needed	General Fund	7

Short Term (1-2 Years)

In 1-2 years, the City should embark on critical planning tasks that will form the foundation of the Master Plan, including forming a performing arts task force, conducting a feasibility study for a Performing Arts Center, establishing clear processes, developing a communications and marketing plan, and exploring opportunities to build on the success of the Arts Center.

SHORT TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Establish a clear process for private development to contribute to arts and culture in Alpharetta. Establish a timeline and assign a project lead to work with the City Attorney. Once finalized, the City should adopt the new process into the code of ordinances (if applicable) and accompanied by a developer toolkit outlining requirements, approval procedures, and guidelines for incorporating art into projects.	Community Development staff	Cultural Arts Commission, Recreation, Parks & Culture staff, Arts Alpharetta	Staff Time	N/A	1, 5
Establish a Performing Arts Task Force. Create a taskforce for performing arts organizations to connect with each other and the City to help address immediate space constraints, boost programming for theater and dance, and co-promote burgeoning new programs. The task force could also become the steering committee for the Performing Arts Center feasibility study. As part of the vetting process, City personnel should meet with neighboring North Fulton jurisdictions to explore the potential for a combined facility.	Recreation, Parks & Culture staff (to start task force)	Performing arts organizations, Community Development staff, Economic Development staff, City of Milton, City of Roswell, City of Johns Creek	Additional funds needed for feasibility study	General Fund	3, 7

SHORT TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Establish process for arts and culture integration in new and updated Public Works projects. With the support of Community Development staff, begin meeting with Public Works staff to determine opportunities for integrating arts and culture early in capital projects. These discussions should identify the types of projects that are candidates for arts and culture components, any proposed projects of this type, identification of a pilot project for integrating arts and culture in the early phases of programming and design, and the identification of a staff person to represent the arts on the pilot project team.	Department of Public Works staff, Community Development staff	Recreation, Parks and Culture staff, Cultural Arts Commission	Staff Time	N/A	5
Create a plan to address communications and marketing needs. Integrated marketing and promotion of arts and culture activities will provide support across this plan's strategies. Create a coordinated plan to streamline the work and avoid duplicating the creation of assets, which include: • Promotional/editorial calendar • Monthly arts and culture email + submission form • Creation of arts and culture online hub (for public and for artists and organizations) • Create promotional toolkits for Economic Development, Alpharetta Convention & Visitors Bureau, use by organizations, etc.	Recreation, Parks & Culture staff	Alpharetta CVB, Arts Alpharetta, Economic Development staff, outside consultant	Additional funds needed	N/A	1, 6

SHORT TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Create a clear process for cultural groups to host their events within the City. Establish a project lead, working group and timeline to evaluate the types of ways for groups to participate in events in Alpharetta, resources that can be devoted to outside events, and any parameters for the content of events that organizations host on City property or with City support. Set clear roles and responsibilities within City departments for the execution of these events and transparent protocols for consideration and create an easily-accessible and simple form for organizations to submit.	Recreation, Parks & Culture staff	Arts Alpharetta, arts organizations	Staff Time	N/A	4
Explore ways to build on the success of the Arts Center. Establish a project lead, working group and timeline to evaluate near- and long-term options for sustaining the growth of the Arts Center, including possible modification of programming, pricing and hours, implementation of a sponsorship program, and a possible satellite location.	Recreation, Parks & Culture staff	Arts Alpharetta, arts organizations	Staff Time	N/A	7
Create pathways for companies to learn more about opportunities to participate in the arts (space sharing, new tenants, residency programs, new partnerships, knowledge sharing, skill development, etc.).	Economic Development staff	Recreation, Parks & Culture staff; businesses	Estimated cost to be determined	N/A	2

Medium Term (2-5 Years)

Medium-term priorities include the addition of a staff member, establishing a clear path for the Performing Arts Center, fully integrating new policies and processes, updating previously existing plans, and deepening marketing and communications.

MEDIUM TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Add a staff member. Hire an additional staff member to administer arts and culture initiatives and boost engagement within the arts and culture community. Consider this role being part of the Economic Development Department to reflect the focus of arts and culture as an economic development tool, and help encourage collaboration with Recreation, Parks, and Culture staff.	City Administration, Economic Development staff	Recreation, Parks & Culture Staff	Salary equivalent to Pay Grade 310	General Fund	5

MEDIUM TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Pursue funding for Performing Arts facility. Assuming the feasibility study supports a Performing Arts Center, it will likely take multiple years to acquire funding and identify a plan for operations. As part of this process, the City should also begin to lay the groundwork by identifying and acquiring a site (as needed), gathering sponsorships, and solidifying partnerships. To secure the most beneficial funding for Alpharetta's taxpayers, the City should also define an ideal sustainable operations plan for the facility, including whether the City or an external operator will manage it, which will then help determine the optimal timeline for forming partnerships to leverage funding opportunities like grants or philanthropic donations during construction.	City Administration, Economic Development (new staff person)	Recreation, Parks & Culture staff, Community Development staff, Arts Alpharetta, Performing Arts Task Force	Estimated costs to be determined	General Fund; City Land Donation (if appropriate); Tax Credits; Philanthropy; Corporate Investment; Private Donations; potential bond	7
Participate in update of the City's Parks, Recreation, & Culture Master Plan. The City's master plan for its parks system is due for a 10-year update in 2028. Because parks are one of the four major recommended arts and culture hubs, this process is the ideal opportunity to plan for art in parks in greater detail, with a particular focus on nature-based art and art-based play opportunities for children.	Recreation, Parks & Culture staff	Outside consultant	Estimated costs to be determined	General Fund	4, 5

MEDIUM TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Update LCI Plans for Downtown Alpharetta and North Point Area. The Atlanta Regional Commission (ARC) provides planning funding and technical support to jurisdictions through its Livable Centers Initiative (LCI) program. This program supports the development of multi-modal transportation, smart land use planning, and enhancing quality of life through placemaking. Both Downtown Alpharetta and North Point are already designated LCI areas; when the time comes to update each area's plan, there should be a concerted effort to layer in more detail on how these areas will grow as arts and culture hubs, with specific recommendations for locations for art, preferred types, and potential place-based themes for this art to explore. At a minimum this should include arts and culture asset and resource inventories and opportunity maps for more arts and culture.	Community Development staff	Atlanta Regional Commission (ARC), Recreation, Parks & Culture staff	Estimated costs to be determined	General Fund	4, 5
Update and implement Music City plan. Fully develop and implement a Music City Model to activate and amplify this key element of Alpharetta's community and economy.	Recreation, Parks & Culture staff or Economic Development staff	Potential outside consultant	Estimated costs to be determined	General Fund	7
Evaluate opportunities for incentives/tax breaks for artists, art-related businesses, and for businesses incorporating arts and culture into their developments.	Economic Development staff	Recreation, Parks and Cultural Services staff	Economic Development Staff Time	N/A	1

MEDIUM TERM TASKS	POTENTIAL LEAD	POTENTIAL PARTNERS	COST	POTENTIAL \$ SOURCE	STRATEGY
Implement partnership and sponsorship programs. Building on partnership with an umbrella organization and deepened connections made through ongoing regular convenings, develop and implement partnership and sponsorship programs with the business and arts and culture communities. The City can use sponsorships raise funds for specific funds, art installations or initiatives, or programs in general, such as the Arts Center.	Economic Development staff (new staff person)	Arts organizations, businesses	Staff Time	N/A	2
Deepen well-integrated marketing programs. The communication and marketing plan developed in the short term should be well-integrated and ready for the next level, including items such as data-driven segmentation, crowd-sourced content and engagement and a mobile app.	Economic Development staff (new staff person)	Alpharetta CVB, arts organizations, Recreation, Parks & Culture staff	TBD	General Fund	6, 7
Support pipelines for pre-professional and emerging artists to build careers in the arts. Lighter lifts to start with include hosting a roundtable discussion with artists and starting juried events for students and emerging artists.	Recreation, Arts & Culture staff	Schools, arts organizations	Staff	N/A	2

Long Term (5+ Years)

By this stage, processes and plans should be fully integrated, and the City should be at the implementation stage for the following:

- » Construction of additional arts and cultural facilities
- » Arts and culture projects identified in LCI Plan updates
- » Arts and culture projects identified in the Parks, Recreation & Culture Master Plan
- » Music City plan

Beyond these capital projects, it is difficult to anticipate the priorities that will be five years into the future. Funding opportunities and priorities in arts and culture can change rapidly and are often vulnerable to political shifts. In five years, this Arts & Culture Master Plan should be updated to include:

- » Additional detail on Alpharetta's arts and culture identity
- » Updated arts and culture focal types, as needed
- » Revised strategies and priorities
- » A report of accomplishments, including an evaluation of the efficacy of these actions and their results
- » An updated action plan, including an assessment/evaluation of tasks done to date and their impacts





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: August 18, 2025

AGENDA ITEM:

Adult Activity Center Membership Fee

City Council review and discussion of a membership fee for the Adult Activity Center. This item is for work session discussion purposes only.

STAFF RECOMMENDATION:

This is for work session discussion, no formal vote will be taken.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Background

The Alpharetta Adult Activity Center (AAAC), established in 1988, and Preston Ridge Community Center (PRCC), opened in 2021, offer programs specifically for active adults ages 55 and older. Historically, all participants have paid the same fees, regardless of residency status. Many programs are offered free of charge or are subsidized by the City of Alpharetta to support health and wellness for both residents and non-residents.

In FY24, 65% of participants were non-residents, with non-resident participation reaching as high as 68–70% in previous years. Most comparable agencies in surrounding areas charge annual fees ranging from \$25 to \$250.

ARPCS Active Adult Membership Program – Benefits to the City:

- Aligns non-resident fees with other Alpharetta Recreation, Parks & Cultural Services (ARPCS) program areas.
- Helps offset the cost of City-subsidized instructor fees.
- Projected revenue for FY26: \$8,000–\$10,000.
- Enables more accurate participant tracking and annual reporting.

Membership Program Details:

- All AAAC and PRCC participants will be required to obtain an annual membership card, valid at both facilities.
- Members must scan their card upon entry.
- Resident members receive the card at no cost.

- Non-resident members will pay an annual fee of \$40.
- A \$5 replacement fee applies for all lost cards.
- Memberships follow existing refund policies: refundable within 10 days of purchase; no refunds after that period.
- Membership entitles participants to all activities at AAAC/PRCC at the resident rate, where applicable.
- Membership is valid for one year from the date of purchase.
- Program implementation begins January 1, 2026.

This item was brought before the Recreation Board during its August 12th Meeting for consideration and review and was approved unanimously.

ALTERNATIVES:

ATTACHMENTS:

1. Active Adult Membership 2026

Active Adults

membership for all

3

Comparative Fees:

ROSWELL: \$24 annual membership; additional fees for fitness center, luncheons, Aquatics center.

JOHNS CREEK: Free social programs, fees for fitness, cooking & art classes.

DOROTHY BENSON CENTER: \$100 annual membership in-county residents.

SMYRNA: Annual \$25 resident membership; \$50 NR membership

1

Residents 55+

Resident participants at both the AAAC and PRCC will be issued an annual membership at no charge. The membership card must be presented for a scan upon each entry to either facility.



2

Non-Residents

Non-resident participants at both the AAAC and PRCC will be issued an annual membership costing \$40. The center is open approximately 260 days a year; attending $\frac{1}{2}$ that time, 130 days, comes out to a cost of 30 cents a day. $\frac{1}{4}$ of that time, 65 days, is 62 cents a day.

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Next Steps

- City Council
- If approved, Active Net training and equipment installation at AAAC and PRCC- completed by end of October
- October- announcement in newsletter, email, social media
- December- 2026 registration forms and membership registration begins
- January 5, 2026 membership required for entry
- Refund policy: full refund within 10 days of purchase; no refunds will be issued thereafter.

5

ARPCS Active Adult Programming



FREE PROGRAMMING: Programming includes fitness classes, games, ping pong, line dancing.

FEES: Bingo, Silver Spokes, Art Classes, Trips, Luncheons, Special Events.

SCAN HERE







STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: August 18, 2025

AGENDA ITEM:

Stormwater Projects Update

Staff presentation and City Council discussion of city-wide stormwater projects. This item is for work session discussion purposes only.

STAFF RECOMMENDATION:

This item is for work session discussion, no formal vote will be taken.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

Over the last five years, the City has shown a commitment to stormwater by funding not only maintenance items but also stormwater projects. Below is a recap of the maintenance work accomplished over the last 5 years, not including the \$1.3M in FY 2025 maintenance contracts:

- 36,401 LF of pipes lined: \$7,507,404
- 19,273 LF of pipe flushed at: \$461,985
- 6,410 LF of curb and gutter repair: \$300,750
- 775 LF of pipe replacement: \$49,976
- 53 structures (manholes, headwalls, catchbasins) replaced: \$181,526

The team is also working on task orders in the amount of \$1.15M to repair and replace stormwater structures, pipe flushing, and general maintenance items throughout the City. In addition to maintenance items, the team has worked on numerous stormwater projects over the last 5 years; in addition to maintenance items:

- Harris Road - curb and gutter and new pipe/structures: \$122,595 (completed)
- Douglas Road - new sidewalk, curb and shutter and new pipe/structures: \$417,112 (completed)
- Windward Parkway - new pipe and structures: \$383,506 (completed)
- Mid-Broadwell Road - culvert replacement; anticipated project cost \$1.25M (finalizing design)
- Lantern Ridge Drainage - new structures and pipe; anticipated project cost \$300k (finalizing design)
- Mayfield Rd. and Bethany Underground Detention Drainage: project cost \$787,021 (under construction)
- North Park Pond Dredging: project Costs = \$499,631 (under construction)

In addition to the work completed above, Public Works has looked at various means to improve drainage and lower the flooding in the Meadow Brook Estates area. The initial project consisted of installing detention vaults under various roads in the community. When the scope of work was being worked through, residents were informed, due to the complexity, challenge, and cost of the project, that easements (construction and drainage) would need to be donated to the City. This area has minimal curb and gutter, and the drainage pattern of runoff flows through numerous properties towards Foe Killer Creek. The plan was to install curb and gutter and underground vaults to serve as detention facilities. Without the detention facilities, water would reach the creek too quickly and downstream properties would see an increase in volume and erosion. The project progressed through the design process and when it came time to obtain easements for the project, several properties felt it was not in their best interest to donate the easements and subsequently the project stalled and eventually did not progress any further.

Public Works then looked if it was feasible to utilize City-owned land, adjacent to the park where the Log Cabin sits. Initially, it was determined any stormwater improvements installed within the Park would not improve downstream drainage. However, Public Works and the design team looked further downstream and determined if a culvert was increased and the streambanks of the stream flowing through the culvert were widened, a reduction of the FEMA Flood Elevation of a handful of properties could be reduced. Accomplishing such would require the removal of several large trees, adjacent vegetation, and the regrading of the streambank. Representatives of Public Works met with property owners that would be affected by the project and discussed the project in detail. Based on the feedback from multiple residents, property owners were not in favor of the project. They understood the benefit, but the loss of trees and landscape were of great concern and their preference was for the project not to move forward.

Public Works currently has over 4,000 work orders in the queue consisting of: pipe lining, pipe replacement, catch basin top repairs, grouting manholes, replacing headwalls, etc... Funds allocated to the project above can be placed towards maintenance of the City's infrastructure as well as other stormwater capital projects Public Works is evaluating:

- Clairmont Avenue pipe replacement and upgrades
- Northwinds Parkway culvert replacement
- Off-line Alpha Loop Stream crossing at Westside Parkway
- Canton Street Drainage improvements
- Mid-Broadwell Culvert Replacement west of Bethany
- Wills Park Stream Restoration

ALTERNATIVES:

There are alternatives for this item at this time as this is a status update.

ATTACHMENTS:
