



CITY COUNCIL MEETING & PUBLIC HEARING SEPTEMBER 8, 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. **WORK SESSION ITEMS**
 - A. **Cultural Arts Commission's Recommendation for Public Art Installations**
City Council review and discussion of two sculptures that were recommended by the Cultural Arts Commission to be installed along the Alpha Loop. The sculptures are Life Wheel and Completion.
 - B. **Tax Allocation District #3: North Point Area Redevelopment Plan**
City Council discussion of a proposed Tax Allocation District for the North Point area.
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 8/25/2025)**
Consideration of approval of the City Council meeting minutes from the meeting of August 25, 2025.
 - B. **Property Damage Only Release: City of Alpharetta, Sean Alpeter, and Allstate Property and Casualty Insurance**
Consideration of approval of a Property Damage Only Release between the City of Alpharetta, Sean Alpeter, and Allstate Property and Casualty Insurance Company for an incident that occurred on or about July 9, 2024 and with authorization for the Mayor to execute all necessary documents.
6. **NEW BUSINESS**
 - A. **Fiscal Year 2026 GDOT Local Maintenance and Improvement Grant**
Consideration of adoption of a resolution authorizing the submittal of a Fiscal Year 2026 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and with authorization for the Mayor to execute all necessary documents.
 - B. **Invitation to Bid 26-001: Fiscal Year 2026 Milling and Resurfacing**
Consideration of approval to award Invitation to Bid 26-001 to Triple R Paving for an amount totaling \$4,016,796.73 for the Fiscal Year 2026 Milling and Resurfacing Project with approval of the associated contract and with authorization for the Mayor to execute all necessary documents.
 - C. **Invitation to Bid 26-002: Sidewalk Construction on Multiple Road Sections**
Consideration of approval of the award of a contract for ITB 26-002 to Sol Construction, LLC for the construction of sidewalk and the Alpha Loop along multiple road sections for an amount not to exceed \$1,958,522.30; approval of the GA Power poles relocation on Cumming Street estimated at \$150,000; and authorize the Mayor to execute all necessary documents.
 - D. **Purchase and Services Agreement: Tesla, Inc.**
Consideration to approve the purchase of Supercharger equipment from Tesla, Inc., to also approve the purchase of installation services from Infinite Tech Services, to approve the Supercharger Sale & Purchase Agreement between the City and Tesla, Inc. and the Supercharger Long Term Services Agreement between the City and Tesla Energy Operations, Inc., and to provide authorization for the Mayor to execute all necessary documents.
 - E. **Purchase Approval: Vehicular Barricade for Fiscal Year 2026 City Festivals**
Consideration of purchase approval for Meridian Rapid Defense Group, LLC to rent, install, and remove vehicular barricades for the City to use during the Fiscal Year 2026 Taste of Alpharetta, Wire

& Wood, and Brew Moon events and with authorization for the Mayor to execute all necessary documents.

- F. Resolution: Georgia Environmental Protection Division Recycling and Waste Diversion Grant**
Consideration of adoption of a resolution supporting an application for the Georgia Environmental Protection Division Recycling and Waste Diversion Grant and authorization for the Mayor to execute all necessary documents.

- G. Resolution: True North 400 Community Improvement District Expansion**
Consideration of adoption of a resolution consenting to the expansion of the True North 400 Community Improvement District.

- H. Ordinance: Budget Amendment (Jail Operations)**

SECOND READING: The first reading of this item occurred during the August 25, 2025 City Council Meeting.

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2026 Budget Amendment (Jail Operations) for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

- I. PH-25-13 Unified Development Code Text Amendments – Vertiport**

SECOND READING: The first reading of this item occurred during the August 25, 2025 City Council Meeting.

Consideration of text amendments to Section 1.4 Definitions and Section 2.2 Permitted Use Districts and Regulations of the Unified Development Code to add definitions related to Vertiports and to assign Vertiport as a permitted or conditional use in certain zoning districts.

- J. Ordinance: Alcohol Ordinance Text Amendments**

SECOND READING: The first reading of this item occurred during the August 25, 2025 City Council Meeting.

Consideration of adoption of an Ordinance 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.

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



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kurt Kirby

Meeting Date: September 8, 2025

AGENDA ITEM:

Cultural Arts Commission's Recommendation for Public Art Installations

City Council review and discussion of two sculptures that were recommended by the Cultural Arts Commission to be installed along the Alpha Loop. The sculptures are Life Wheel and Completion.

STAFF RECOMMENDATION:

This item is for work session purposes only. No formal vote will be requested or made on this item.

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:

Alpha Loop Foundation <https://alphaloopfoundation.org/>. We are the Alpha Loop Foundation, a 501(c)(3) non-profit corporation created and comprised of people just like you – Alpharetta residents and business leaders who love this community. We believe deeply in the vision and value of Alpha Loop and are dedicated to sharing our passion with others and raising funds to help bring the full Alpha Loop vision to life as quickly as possible. Connecting the walk and art on the Alpha Loop.

The Alpha Loop Foundation has coordinated the funding for two sculptures and has located a sculpture artist for both pieces.

The City of Alpharetta Cultural Services Public Art in Parks capital budget will provide install costs and permanent bases for both sculptures. The expenditure will be \$2,100 for Completion Sculpture and \$2,400 for Life Wheel Sculpture (total \$4,600). Onsite the installation may have minor modifications depending on the required depth of each concrete base. Installer needs to have the sculptures onsite to determine the final weight distribution. The sculptures will be added to the Public Art Walk on the Story Map with artists' plaques sharing the artist's titles and stories. The City of Alpharetta will add both sculptures to the city's public art maintenance plan.

Public Art Review Committee Recommendation:

The selected Artist is Keaton Schilling. Reference attached Artist Biography.

In August 2025, the Public Art Review Committee reviewed Completion Sculpture and Life Wheel Sculpture. They have proposed the sculptures as proposed with all questions answered by the artist. Reference attached "Public Art Review Committee Questions for Artist."

ALTERNATIVES:**ATTACHMENTS:**

1. Alpha Loop Sculptures Public Art Review
2. Public Art Review Committee Questions For Artist
3. Artist Answers for Public Art Review Committee
4. Completion Sculpture Images
5. Life Wheel Sculpture Images
6. Artist Biography — Keaton Schilling



Public Art Review 08_15_2025

Review Committee:

Arts Alpharetta - Thomas Nolfi & Mike Buchanan

Applicant(s) In Attendance:

Alpha Loop Foundation - Karen Richard

Public Art Pieces

Alpha Loop Sculptures -Completion & Life Wheel

Comments & Recommendations:

- 1- Alpha Loop Foundation <https://alphaloopfoundation.org/>. Connecting art on the Alpha Loop.
- 2- Partnership is between the Alpha Loop Foundation and City of Alpharetta. Alpha Loop Foundation is coordinating the artist and City of Alpharetta will oversee onsite logistics.
- 3- Locations for both sculptures are in the Phase 3 Section between Old Milton Parkway and Northwinds Parkway
- 4- The artist is Keaton Schilling (reference biography)
- 5- Life Wheel
 - a. The photo shows a black finish on the wheel, but Alpha Loop Foundation has requested a patina finish
 - b. Sculpture will be place perpendicular to the pathway
 - c. Will water drain through the long pieces or are they capped at each end? Will wasps get into the hollow pieces?
 - d. How much weight can the support post hold?
 - e. Are the ends of the pieces sharp? Can the artist make sure to file these down?
 - f. Love the piece
 - g. Shadow of the sculpture is cool on the ground. And like how the appearance of the sculpture changes as you walk the Alpha Loop pathway.
 - h. Is this a unique series?
 - i. How is the sculpture attached to the base? And how sturdy is the sculpture with one post?
 - i. The city installer will work with artist to ensure the sculpture is elevated at the correct height for the location and safely secured. The city installer is the vendor that does all the city sculptures and follows our safely procedures.
- 6- Completion
 - a. Sculpture will have a silver appearance when it arrives but intended to patina over time.

- b. Is it a unique piece or part of a series?
- c. How is the sculpture anchored to the ground? Is the piece stable base on how it's attached and a column style structure?
 - i. The city installer will work with artist to ensure the sculpture is elevated at the correct height for the location and safely secured. The city installer is the vendor that does all the city sculptures and follows our safely procedures.
- d. Does the artist sell his sculptures online? No, he does not have a website. He is an emerging artist.
- e. Are the edges of the sculpture sharp? Make sure the welding is buffed off, but the photos seem to show that the artist has completed this step. Please remind him.
- f. Maintenance – How thick is the steel? Does it need a sealant to prevent it from continuing to rust?
- g. Reviewers like the original name of the piece "Off-Set Cube"

Public Art Review Committee Recommendations:

Life Wheel Sculpture and Completion Sculpture are approved as presented in the review, but artist will need to submit answers to the proposed questions for clarification.

From: [Karen Richard](#)
To: [Keaton Schilling](#)
Cc: [Zane, Kim](#); [Mitchell, Donald - External](#); [Mitchell, Donald](#)
Subject: Public Art Review Committee Questions - Sculpture Submission
Date: Friday, August 15, 2025 4:27:17 PM
Attachments: [ATT00001.png](#)

Hi Keaton,

I had the pleasure of presenting your sculptures to the Public Art Review Committee today—one of two required review steps—and I'm happy to share that both pieces received preliminary approval. The committee was enthusiastic about your work, but they did have a few follow-up questions that need to be addressed before the final review on **Tuesday, August 26, 2025**.

Below are the questions grouped by sculpture:

General Questions (Applicable to Both Sculptures)

1. Are the sculptures handmade and original—not reproductions?
2. Are they one-of-a-kind pieces or part of a series?
3. What materials are used in each sculpture?

Rustic Spiral

1. How does water flow out of the individual spirals?
2. From the photos, it appears one spiral is secured to the base. The committee raised concerns about overall sturdiness. Could you provide:
 - The weight of the piece
 - How much weight each spiral can support

This sculpture is planned for a 16" pedestal on an elevated walking trail section. While we hope to discourage climbing, it's helpful to understand its structural integrity.

Offset Cube

1. The photos appear to show two different sculptures (based on the cube's offset position). Will the final piece have the same patina as depicted?
2. This sculpture will be placed on a 36" pedestal. Please provide:
 - Anchoring method to the base
 - Weight of the sculpture
 - Details on overall stability

Please let me know if you have any questions or need clarification. I'd appreciate receiving your responses by early next week to ensure everything is ready for the final review.

Looking forward to moving this forward!

Karen Richard

Vice President

Alpha Loop Foundation, Inc.

770 655-3259

<https://alphaloopfoundation.org/explore-the-loop/>

<https://www.instagram.com/thealphaloopalpharetta/?hl=en>



On Aug 11, 2025, at 2:25 PM, Karen Richard
<karen.richard@comcast.net> wrote:

Hello Keaton,

My name is Karen Richard, and I'm working with Councilmember Donald Mitchell and Kim Zane from the Alpharetta Cultural Arts Department to submit an application for review later this month featuring your **Rustic Spiral** and **Offset Cube** sculptures.

I have the dimensions and several photos of each piece, but I just need a few additional items to complete the application:

- Artist bio and/or resume (please include your phone number)
- One additional photo of each sculpture with a person included for scale reference
- Maintenance plan – a brief description of any upkeep or care either piece may require

We're truly excited about the opportunity to showcase your beautiful work in Alpharetta and look forward to hearing from you soon! Best regards,

Karen Richard

Vice President

Alpha Loop Foundation, Inc.

770 655-3259

<https://alphaloopfoundation.org/explore-the-loop/>

<https://www.instagram.com/thealphaloopalpharetta/?hl=en> <mime-attachment.png>

Karen,

Thank you for the update and for presenting my sculptures to the Public Art Review Committee. I appreciate their enthusiasm and valuable feedback. In response to your questions, both sculptures are handcrafted, original works, not reproductions, and are unique pieces rather than part of a series.

The Rustic Spiral is constructed from carbon steel, weighs approximately 150 pounds, and each spiral is designed to support up to a half ton, with over two inches of MIG wire welds reinforcing each element. Water exits each individual piece through uncapped ends, and the centerpiece is welded to a base plate with a drilled hole for water drainage at the bottom. Additionally, a 15-inch support made of carbon pipe and rebar is welded inside the center tube to enhance stability.

The Offset Cube, also made of high-quality carbon steel, weighs approximately 400 pounds. Its construction ensures exceptional weight, durability, and structural integrity. I have complete confidence in its solidity and stability. I will be providing the half-inch concrete anchors, and with proper installation, this piece is designed to remain securely in place and maintain its structural integrity for hundreds of years, exemplifying long-term resilience and enduring craftsmanship.

Both sculptures are crafted from raw steel, which will naturally develop a rustic patina over time, resulting in a surface rust. This oxidation process does not compromise the durability, stability, or structural integrity of either piece. It offers a unique, evolving aesthetic that will change with weathering and time. The sculptures require no ongoing maintenance, but if desired, they can be accelerated in achieving the rustic appearance by lightly spraying them with a mixture of hydrogen peroxide and vinegar using a spray bottle. Applying this solution on a hot, sunny day will hasten the rusting process. For safety and cleanliness, it is advisable to rinse the sculptures with a hose or bucket of water after spraying, particularly if children or visitors might come into contact with them.

Please let me know if you have any further questions. Thank you!

Completion Sculpture / Alpha Loop Foundation

Phase 3 Section between Old Milton Parkway and Northwinds Parkway





Life Wheel Sculpture / Alpha Loop Foundation

Phase 3 Section between Old Milton Parkway and Northwinds Parkway







Artist Biography — Keaton Schilling

Keaton Schilling (b. 1992) is a self-taught metal artist based on the southside of Indianapolis, Indiana. Working primarily with welded metal, Keaton creates bold outdoor sculptures that reflect a raw, industrial aesthetic. His work transforms often discarded materials into striking, expressive pieces that showcase his daring and inventive approach to creativity.

Rooted in an appreciation for hard work and perseverance, Keaton draws inspiration from individuals who push through challenges with grit and determination. For him, the creative process mirrors this ethos: success requires effort, and beauty is found in the journey. Each sculpture represents not only artistic vision, but a drive to reach goals through unconventional paths.

Keaton's artistic journey has been one of experimentation and self-discovery. Without formal training, he developed his skills through trial and error—welding, bending, and shaping metal into unique, abstract forms. His work often explores themes of industrial landscapes and aims to inspire others to think creatively and step outside their comfort zones.

Currently, Keaton is developing several new projects and continues to explore fresh ideas and techniques. His mission remains the same: to create captivating art that challenges expectations and adds a distinctive touch to outdoor spaces.



STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Meeting Date: September 8, 2025

AGENDA ITEM:

Tax Allocation District #3: North Point Area Redevelopment Plan

City Council discussion of a proposed Tax Allocation District for the North Point area.

STAFF RECOMMENDATION:

This item is being provided for informational purposes only and is not scheduled for a vote 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:

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ITEM DESCRIPTION:

Staff retained Bleakly Advisory Group to assist the City in evaluating opportunities that could result from creating a Tax Allocation District (TAD) for the North Point area. The creation of a Tax Allocation District dedicates future taxes over and above the current tax base for a set period to cover the costs of a variety of development activities within the district. Cities and counties across the country are using several different tools, including TAD's, to assist with redevelopment projects for commercial corridors.

Bleakly Advisory Group has completed preliminary findings for discussion of creating a TAD and, if instructed by the Mayor and Council to move forward, will draft the final redevelopment plan outlining the justification, rationale, boundaries, fiscal data and proposed projects that could result from the establishment of the Tax Allocation District.

The district will help achieve the goals for the North Point Activity Center, as detailed in the 2018 LC Plan, which includes transportation improvements, multi-use trail connections, public greenspace and assistance with redevelopment, subject to council plan approval. Tax Allocation Districts are a mechanism for revitalizing underutilized areas. The redevelopment plan will conform with the Georgia Redevelopment Powers Law (O.C.G.A. Title 36 Chapter 44). The TAD creation will allow the City the opportunity to make significant infrastructure investments to create the environment and attract private investment for the area.

ALTERNATIVES:

ATTACHMENTS:

1. TAD Presentation

Preliminary Forecasts

Options for a new “North Point” Tax Allocation District

Alpharetta, Georgia

Prepared For:



Prepared By:



KB ADVISORY GROUP

September, 2025

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Conclusions

The City of Alpharetta has engaged **KB Advisory Group** to evaluate a new redevelopment plan to reconstitute a tax allocation district that would include and possibly extend outward from the North Point Mall. The primary purpose of the proposed TAD would be to provide the City with additional economic incentive tools that may be needed to support a large-scale reuse of the mall property that would be in the best long-term economic interest of the City and the surrounding region.

This report summarizes preliminary findings from this first phase of research, which considered options to appropriately size the redevelopment area and the TAD. With the assistance of the City’s Community Development Department and GIS staff, KB analyzed a “study area” that could be considered for inclusion in a new North Point TAD. Factors considered included the (2024) base tax digest within the study area, the potential value of ongoing, proposed or potential future developments in the area and the resulting tax allocation increment or TAD revenue that could be generated over time. The intent of this first phase was to consider options for policy makers to decide on an “optimal” TAD boundary. This phase also provides preliminary forecasts of the aggregate amount of tax allocation increment that could potentially result from future development in the study area.

The following report highlights the research, analysis, and conclusions **KB Advisory Group** reached in this preliminary phase. Findings are based information and valuable input provided by City staff, supplemented by KB’s own research, and analysis of the local tax base and area real estate market.

KB Advisory Group, Inc.
999 Peachtree Street NE, Suite 400
Atlanta, GA 30309
404.845.3550
www.kbagroup.com

Overview of Tax Allocation Districts

The Georgia Redevelopment Powers Law

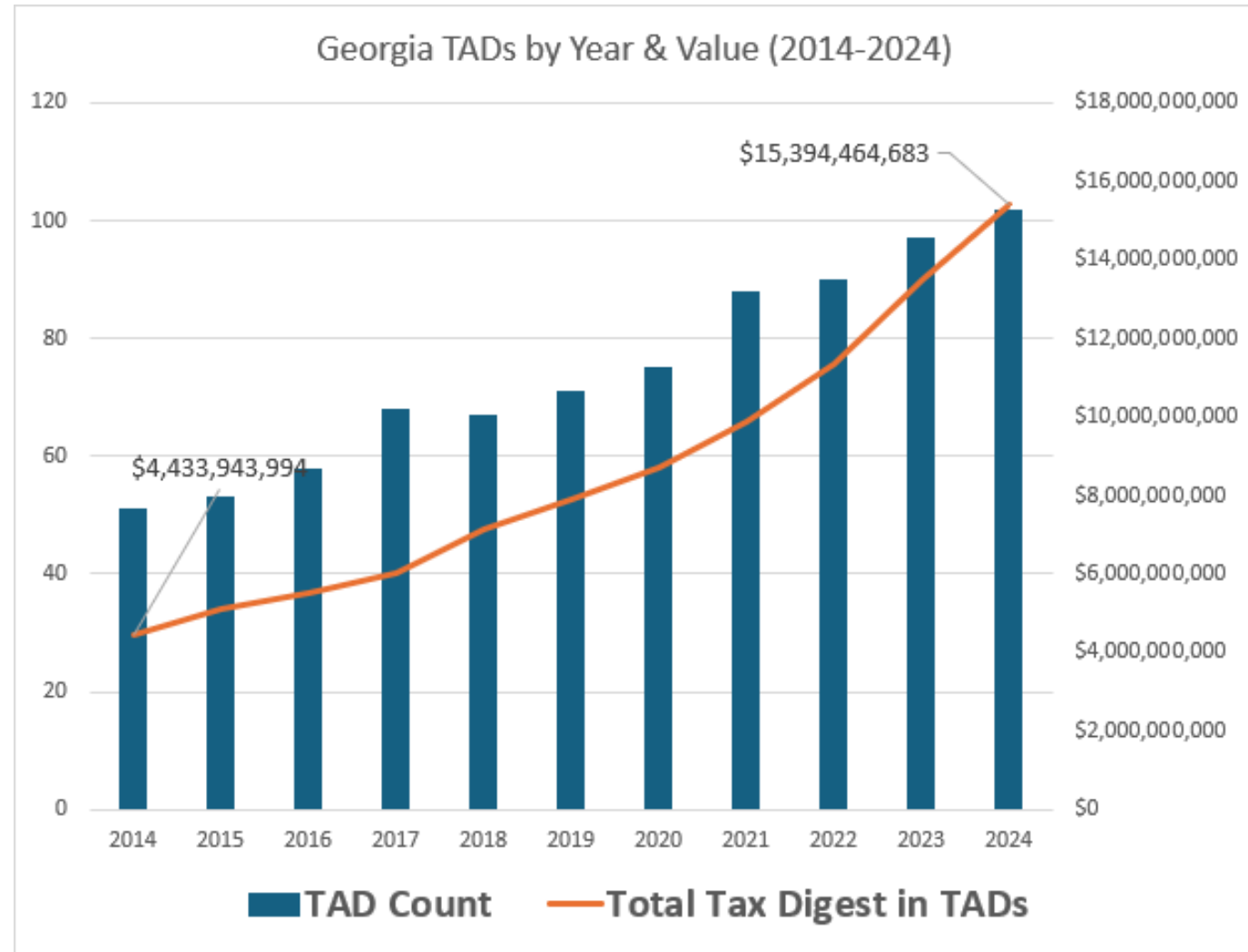
- The Redevelopment Powers Law is Georgia's version of tax increment financing (TIF) —an economic development tool used in 49 states and D.C.
- **In Georgia, the use of TIF is allowed IF voters authorize (by referendum) their local legislative body to use “redevelopment powers.” Such powers can only be applied within qualified “Redevelopment Areas” after the local legislative body adopts a “Redevelopment Plan.” The Redevelopment Plan establishes one or more Tax Allocation Districts (TAD’s) within the Redevelopment Area**
- TADs are NOT to be confused with community improvement or special service districts – and do NOT impact property taxes collected by those entities

What is a Tax Allocation District (TAD)?

- A TAD, is a geographic area consisting of specific identified tax parcels within a Redevelopment Area where cities and counties may use TIF to stimulate private investment in under-developed or “blighted” properties
 - A TAD can only be established within a designated Redevelopment Area created by local adoption of an approved Redevelopment Plan
 - A TAD can contain few or many individual Tax parcels
 - A TAD can encompass all or a portion of the Redevelopment Area – A Redevelopment Area can also contain more than 1 TAD
 - A TAD must be “certified” by the Georgia Department of Revenue to establish the base year for financing purposes. If a redevelopment plan is not adopted and the TAD is not certified by the end of 2025, the base year cannot be set until the end 2026.
 - TADs usually have a finite life (typically 25 to 30 years) but can be dissolved by the local government at any time provided there are no debt obligations are outstanding
 - The act of a city to establish a TAD does not commit other taxing jurisdictions to participate. Consent is voluntary and negotiated via intergovernmental agreements.

Georgia TADs are increasing in number and impact

- The number of established TADs in Georgia has doubled over the past decade, exceeding 100 in 2024
- The total state-wide tax digest within TADs has grown by 13.3% per year over the past decade, reaching nearly \$15.4 Billion in 2024
 - Digest growth within TADs has resulted from the combination of more districts and substantial digest growth achieved by many TADs
- Several successful TADs have achieved annual percentage increases in gross digest that are 2 to 3 times greater than their respective city- and county-wide averages



Source: Georgia Department of Revenue

Partial List of Georgia Cities & Counties with TADs

- Duluth
- Gwinnett County (6)
- Lawrenceville
- Woodstock
- Atlanta (10)
- Savannah
- Gainesville (2)
- Augusta
- Athens
- Smyrna
- Fayetteville
- Acworth
- Douglas County
- Douglasville
- Clayton County (3)
- East Point (2)
- College Park (2)
- Forest Park
- Marietta (2)
- LaGrange (3)
- Rome (2)
- Flowery Branch
- Lawrenceville
- Kingsland
- Dalton (3)
- Canton
- South Fulton (2)
- Roswell
- Norcross
- Albany
- Holly Springs
- Bulloch County
- Bartow County
- Cartersville
- Columbus (5)
- Lilburn
- St. Marys (2)
- Union City (2)
- Villa Rica
- Conyers (2)
- Hapeville
- Varnell
- Stockbridge
- Dallas

TAD's have been established for a variety of purposes in large and small communities throughout Georgia

How TADs Work

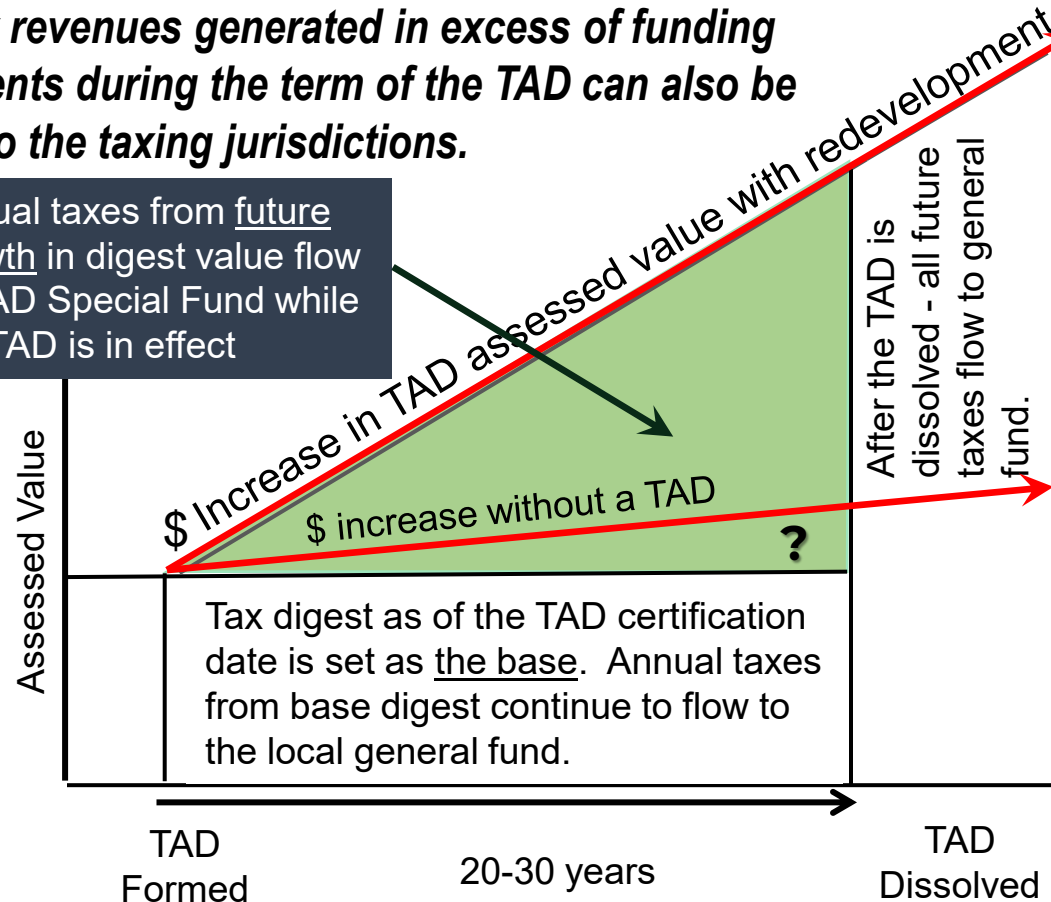
Future ad valorem taxes from new development and future growth are used to pay off TAD commitments.

Real estate, personal property and sales taxes can be pledged for up to 50 years. Typically, only real estate taxes are pledged – usually for no more than 30 years.



Future tax revenues generated in excess of funding commitments during the term of the TAD can also be returned to the taxing jurisdictions.

Annual taxes from future growth in digest value flow to TAD Special Fund while the TAD is in effect



Achievable tax digest growth and cumulative real property tax revenues without the use of TIF could be much lower over the long run. The only property tax revenue “forfeited” is the growth that would have occurred absent of redevelopment while the TAD is in effect.

How does TAD financing work?

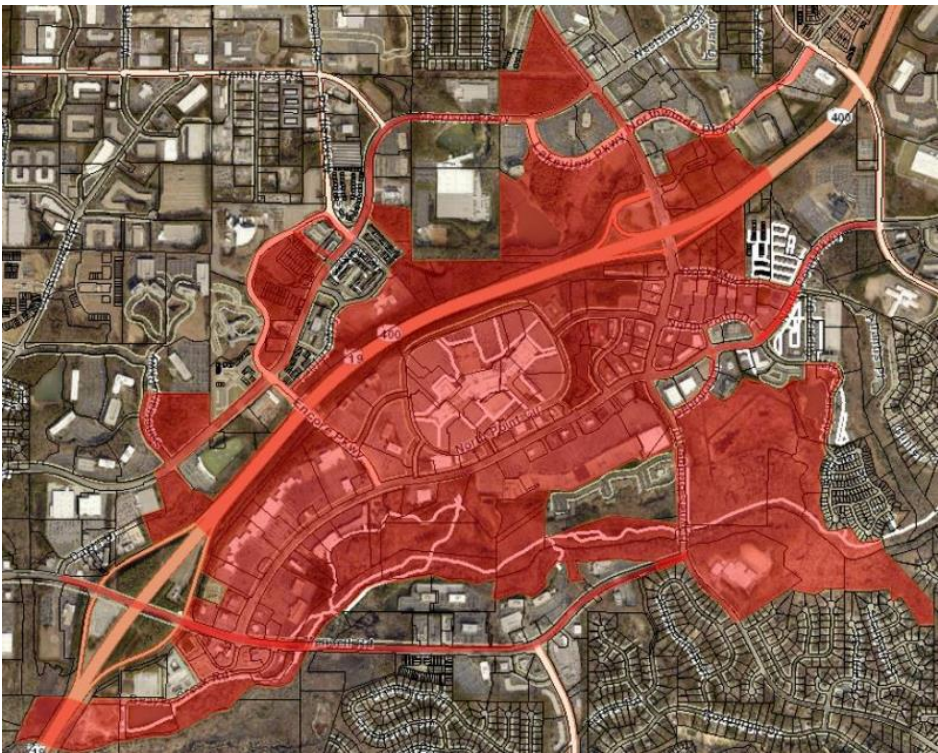
- TAD bonds or any form of TAD financing are revenue bonds, repaid solely from increased property taxes in district – the local government may, but is not required to provide guarantees
- Communities are increasingly using reimbursement or long-term “pay-go” agreements with developers in place of issuing TAD bonds or using TAD revenues as one funding source to repay or partially repay other types of public financing
- Mathematically, TAD pay-go agreements work much like typical leasehold interest financing issued by local development authorities – but have more flexibility to finance multiple large and small projects within a given district
- TAD funding can incentivize redevelopment either:
 - **Directly** - by providing financial support to **catalyst projects** to help make them financially feasible or enhance their quality and value to accomplish other local objectives.
 - **Indirectly** - by providing indirect support in the form of offsite improvements, public infrastructure, utilities, amenities, parking decks, etc., which have a public benefit.
- TAD funds typically provide the 8% to 15% of “but for” funding needed to get redevelopment projects financed.

How can revenues from a TAD be used?

- “Eligible Redevelopment Costs” allowed under the Statute include:
 - New construction
 - Applies to private, public and tax-exempt property
 - Includes commercial buildings and housing
 - Restoration of historic sites and buildings
 - Parks, public infrastructure, parking structures and open space amenities
 - Transit facilities
 - Pedestrian amenities and safety improvements
 - Property acquisition, assembly and disposition for redevelopment purposes
- Uses of TAD proceeds can only be spent on redevelopment costs incurred inside the TAD

The 2019 North Point Redevelopment Plan

REDEVELOPMENT PLAN
TAX ALLOCATION DISTRICT #2
ALPHARETTA NORTH POINT ACTIVITY CENTER



DECEMBER 2019

PREPARED FOR:



PREPARED BY:



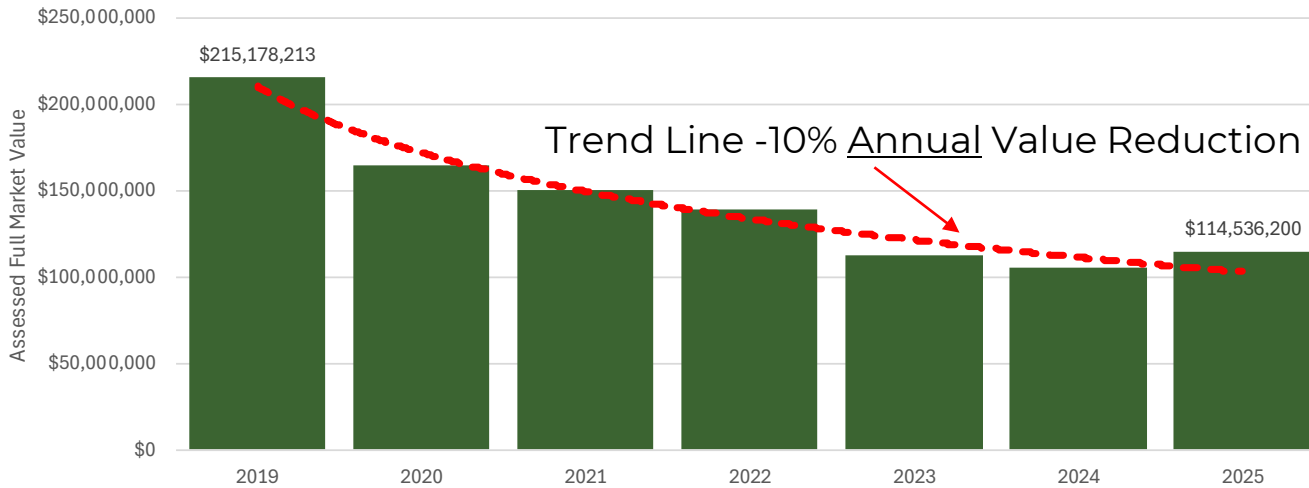
- A redevelopment plan for the North Point area was adopted by the City Council in 2019 and later dissolved in 2023 after COVID
- Characteristics of the 2019 TAD:
 - 138 parcels covering 898 acres
 - \$270.7 million TAD certified base digest - 5.7% of the City's 2019 gross digest of \$4.76 Billion
- Plan Objective: Generate \$65 million to help implement public improvements and amenities recommended in the North Point Activity Center LCI Study
 - Only \$4.5 million programmed for “development incentives”

Proposed Uses of Future TAD Proceeds:
Tax Allocation District #2 - Alpharetta North Point Activity Center
 (Assumes County and School District Participation)

Potential Uses of TAD Proceeds	Estimated Total Cost	Estimated TAD Contribution	% of Total TAD Proceeds
Public Infrastructure Improvements [1]	\$16,900,000	\$15,000,000	23.01%
New Parks & Greenspace [2]	\$50,350,000	\$25,000,000	38.34%
Walkability & Place-Making [3]	\$30,800,000	\$9,200,000	14.11%
Streetscapes Improvements (Local Match)[4]	\$57,500,000	\$11,500,000	17.64%
Development Incentives [5]	\$10,000,000	\$4,500,000	6.90%
TOTALS:	\$165,600,000	\$65,200,000	100.0%

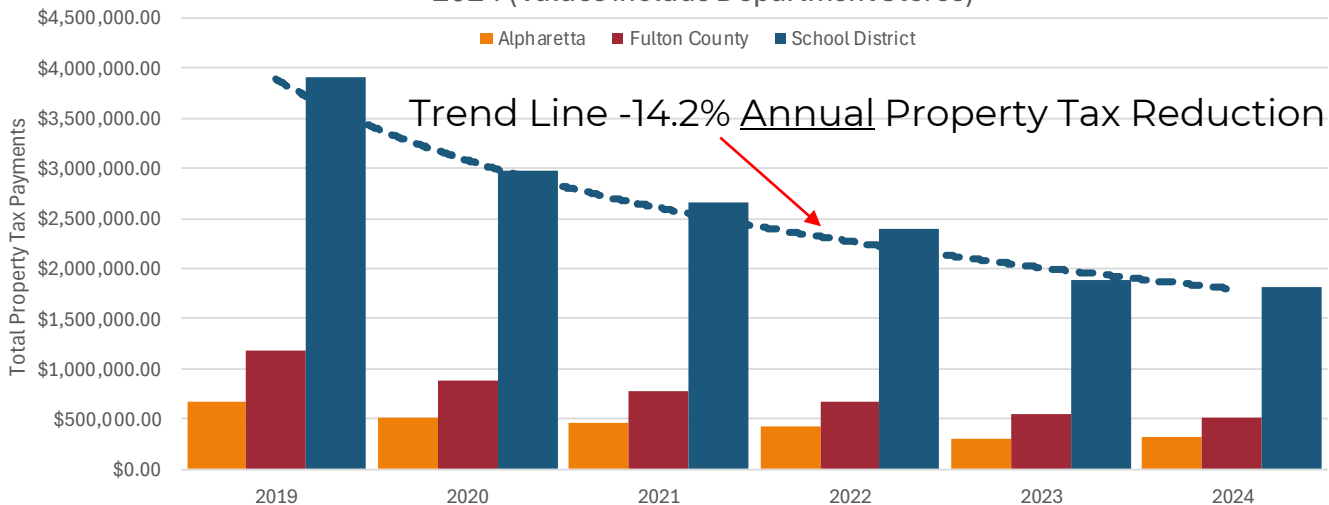
What has happened since TAD #2 was dissolved?

Change in the Taxable Full Value (Real Estate) of the North Point Mall: 2020-25
(Values include Department Stores)



- The taxable real estate value of the 9 mall parcels has fallen by \$100.6 Million (47%) since 2019
- Estimated 2024 City, County and School District property taxes on mall real estate and commercial personal property fell by nearly \$2.1 million (53.5%) compared to 5 years ago
- Annual SPLOST, LOST and ELOST collections are likely to have declined by similar or larger percentages
- Distressed regional and super-regional malls are now prevalent throughout Metro-Atlanta and nationally
- Mall redevelopment strategies are requiring increasingly complex, large-scale public/private partnerships

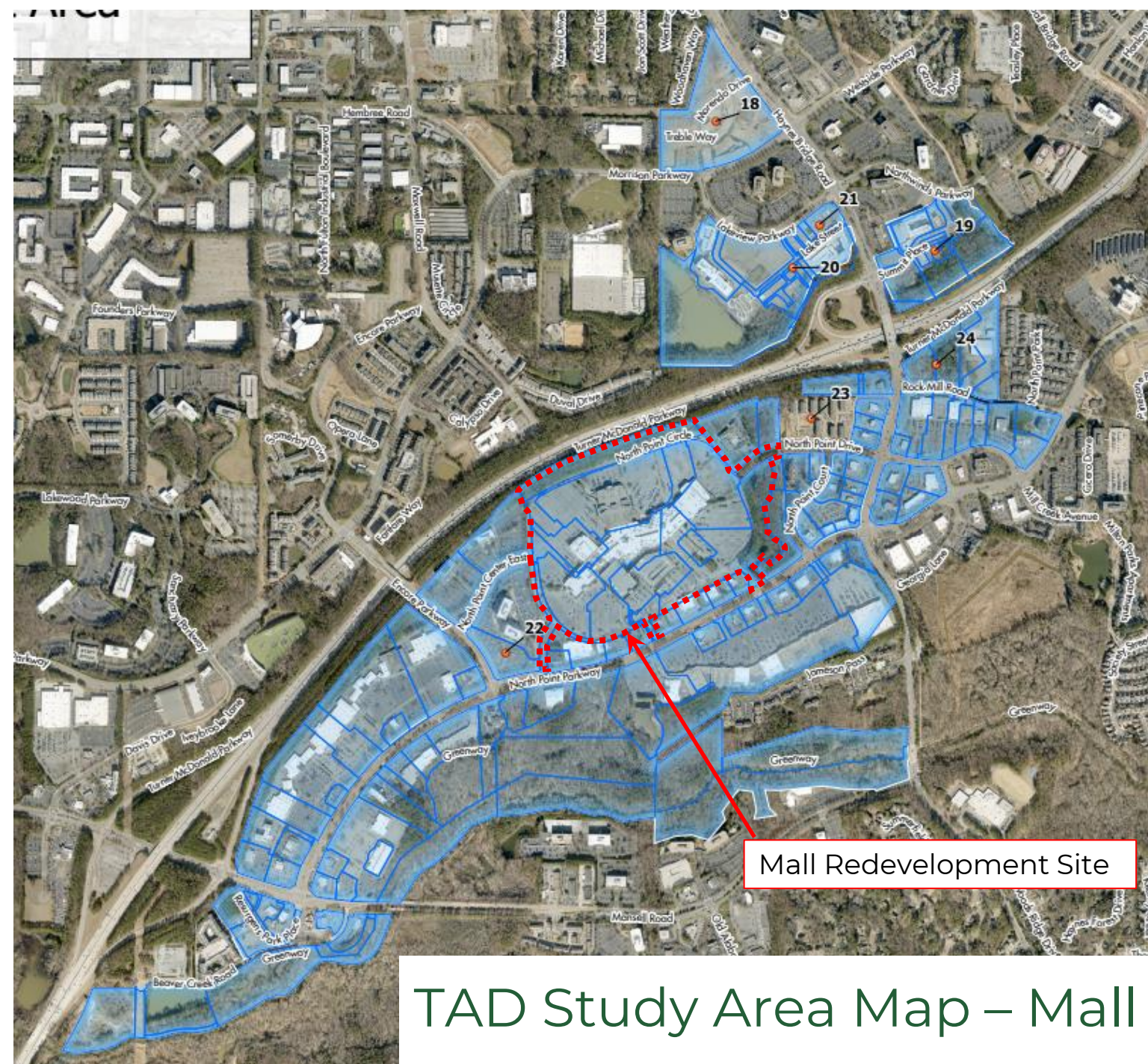
Annual Real and Personal Property Taxes Generated by the North Point Mall: 2019-2024 (Values include Department Stores)



North Point Tax Allocation Increment Forecast

Methodology

- The methodology used to develop tax increment forecasts included these steps:
 - After initial discussions with KB, City staff produced a map of parcels that could potentially be included within a TAD. The “study area” covered a similar geography to the 2019 redevelopment plan and included:
 - Parcels that are likely to be within the boundaries of a mall redevelopment project (Mall Site)
 - Parcels located outside and surrounding the mall, which could be positively impacted by its redevelopment (North Point)
 - Staff also identified and mapped the general locations of developments that were either under construction, permitted and pending construction, currently in the permitting process or have been “proposed.”
 - Assembled information included the expected characteristics of each project in terms of latest site plans and building elevations, planned housing and commercial development, potential construction cost and/or sale values.
 - Staff also provided a representative redevelopment scenario for the North Point Mall, which KB analyzed for reasonableness and attached associated real estate values.
 - Using this input, KB estimated the current (2024) tax digest associated with the study area and estimated the potential value of future development at build out. We also made allowances for additional development/value growth over the life of a potential TAD.
- Digest information will be updated to reflect 2025 values before the redevelopment plan is completed



- The North Point Study Area contains 150 parcels covering 853 acres, with a 2024 tax digest of roughly \$256.8 million.
- The study area includes 9 parcels that make up the North Point Mall, which cover 94 acres and had a 2024 tax digest of just under \$50.9 million.
 - The Mall's RE value has increased slightly in 2025
- The Study Area boundaries encompass 248 fewer acres and have a combined gross tax digest that is 5% smaller than the 2019 North Point TAD.

TAD Study Area Map – Mall and North Point

Existing (2024) Study Area Real Estate Digest

- GIS staff pulled 2024 parcel data for the study area that is being considered for possible inclusion within a new TAD
- The study area covers 150 parcels and 650 acres
- Included parcels contained \$256.8 million in tax gross tax digest in 2024 – representing roughly 2.9% of the City’s gross digest of more than \$8.9 Billion

Table 1: 2024 Taxable Real Estate Digest - North Point Study Area										
Potential TAD Sub Areas	Total Parcels	Existing Housing Units	Parcel Acres	2024 Appraised Full Market Values			2024 Assessed (40%) Digest Values			% of 2024 City
				Land	Improvements	Total FMV	Land	Improvements	Total Digest	City Digest
Individual Study Area Summary										
North Point Mall Redevelopment Site	9	-	94.0	\$50,630,900	\$76,528,500	\$127,159,400	\$20,252,360	\$30,611,400	\$50,863,760	0.57%
Balance of North Point	141	853	556.1	\$235,703,380	\$329,061,380	\$564,764,760	\$93,923,410	\$126,596,740	\$205,972,140	2.31%
TOTALS:	150	853	650.1	\$286,334,280	\$405,589,880	\$691,924,160	\$114,175,770	\$157,208,140	\$256,835,900	2.88%

Source: Fulton County Tax Assessor, City of Alpharetta GIS and KB Advisory Group, Inc.

Redevelopment Scenario/North Point Mall

- This table illustrates a potential redevelopment scenario for the North Point Mall that is consistent with comparable mall properties researched by City staff
- In this scenario, the Project's taxable market value at completion approaches \$1.9 Billion in 2025\$
- Future real estate values and resulting development totals can vary widely depending upon the existence and characteristics of an "anchor" for the project

Table 2: Representative Potential North Point Mall Redevelopment Scenario

North Point Mall Development Component	Estimated Acres	Residential Units/Keys	Commercial SF	Market Value at Build Out [1]	40% Tax Digest [1]
Retail	11.2	-	300,000	\$135,000,000	\$54,000,000
Restaurants/Entertainment/Mixed Use	5.0	-	200,000	\$120,000,000	\$48,000,000
MF Apartments	51.0	1,350	-	\$536,500,000	\$214,600,000
Office	10.0	-	500,000	\$225,000,000	\$90,000,000
Hotels (450 Keys)	1.2	-	232,500	\$191,250,000	\$76,500,000
For sale flats (Upper Floors Mixed Use District)	-	550	-	\$356,655,000	\$142,662,000
For sale townhomes	5.0	100	-	\$96,978,000	\$38,791,200
Parking structures, amenities & open space	10.5	-	-	\$225,000,000	\$90,000,000
TOTALS :	94.0	2,000	1,232,500	\$1,886,383,000	\$754,553,200

[1] Estimated future market value ad tax digest of proposed development at completion, based on 2025 values.

Sources: Fulton County Tax Assessor, City of Alpharetta and KB Advisory Group, Inc.

Build Out Potential of the TAD Study Area

Table 3: Identified Ongoing, Proposed and Potential Future Development

TAD Subarea	2024 ^[1] Parcel Digest	Project ^[1] Acreage	Residential Build Out				Hotel Rooms	Retail SF	Office SF	Total Commercial SF
			Single-Family	Townhomes	Multi-Family	Total				
North Point	\$75,523,290	112.3	39	200	417	656	140	143,500	1,830,000	1,973,500
North Point Mall	\$83,409,200	94.0	-	100	1,900	2,000	450	500,000	500,000	1,000,000
TOTALS:	\$158,932,490	206.2	39	300	2,317	2,656	590	643,500	2,330,000	2,973,500

[1] Estimated acreage and current (2024) digest values for parcels associated with identified potential development projects.

Sources: Fulton County Tax Assessor, City of Alpharetta and KB Advisory Group, Inc.

- The above table aggregates and sorts information provided by the City regarding ongoing and possible future development projects located within the TAD Study Area
- Information was provided on planned and potential projects (including the mall) which, if fully implemented, could collectively result in the construction of more than 2,600 housing units and 2.9 million SF of commercial space in retail, hotels, office and mixed-use buildings
 - These potential projects impact roughly 206 acres (32%) of the 650 total taxable acres within the TAD Study Area
 - Percentages are driven upward by the assumption that the existing 94-acre North Point Mall site will be fully redeveloped within the life of a Tax Allocation District.
 - Additional value growth can be expected in the balance of the Study Area, as identified projects are completed and their resulting economic impacts enhance the value of nearby real estate.

Build Out Potential of the TAD Study Area

- Table 4 summarizes the potential change in real property tax digest that could result from construction of the proposed development projects identified in the TAD Study Area.

- Build-out values attached to each project are estimated and reflect current (2025) pricing, not adjusted for future inflation.

Table 4: Estimated Digest Change from Project Implementation

TAD Subarea	2024 ^[1] Parcel Digest	Estimated Digest at Build Out ^[1]	Digest Change	Percent Change	% of Total
North Point	\$75,523,290	\$339,058,000	\$263,534,710	349%	28.2%
North Point Mall	\$83,409,200	\$754,553,125	\$671,143,925	805%	71.8%
TOTALS :	\$158,932,490	\$1,093,611,125	\$934,678,635	588%	100.0%

[1] Estimated current and future tax digest (40% values) of identified development projects/sites at completion. Build out digest is based on 2025 values.

Sources: Fulton County Tax Assessor, City of Alpharetta and KB Advisory Group, Inc.

- Estimates exclude base digest and additional increment growth from other parcels that would also be located within the TAD
- KB estimates that the study area tax digest could increase by \$934 million if all identified projects are fully implemented, including \$671 million associated with the 93-acre mall site.
 - As noted previously, redevelopment estimates for the mall could vary substantially. The Plan's objective is to maximize the future fiscal and regional economic and fiscal impacts from future development on 93-acres which have lost significant value over the past decade.

25-Year TAD Financing Potential

- The capacity of a TAD to support investments in buildings and infrastructure is very sensitive to both the size of the TAD and the degree to which the FCSD consents to support redevelopment

Table 5: Potential Alpharetta TAD #3 Tax Allocation Increment:

	No School District Participation	50% School District Participation	Full School District Consent
Net Present Value - over 25 Years (\$ Millions)			
Mall Redevelopment Site	\$93.1	\$122.2	\$209.4
Balance of North Point	\$80.8	\$159.6	\$180.3
North Point Study Area Totals	\$173.9	\$281.8	\$389.8

Notes:

- [1] Cumulative Tax Allocation Increment from real estate taxes only. All scenarios assume full City and County consent and differing levels of School District participation.
- [2] Net present value (NPV) of forecasted Tax Allocation Increment discounted at 6%. NVP approximates possible bond proceeds supported by forecasted increment under realistic financing terms.
- [3] North Point Study Area includes the Mall and surrounding North Point Parcels.

Source: Fulton County Tax Assessor, City of Alpharetta and KB Advisory Group, Inc.

- Total potential TAD revenues are impacted by 125% between no and full consent by the FCSD. Sizing the TAD to include all of North Point potentially generates 87% more revenue than the Mall site alone.

Proposed uses of Tax Allocation Increment

- If the primary goal of the redevelopment plan is to maximize the future redevelopment and economic impact of a reconfigured North Point Mall, the bulk of future TAD revenues would need to be invested directly in the form of incentives.
- Selected public improvements envisioned in the previous 2019 redevelopment plan could be retained if reduced to 20-25% of total revenues.
- This summary illustrates the potential uses of TAD funds assuming the North Point Study Area is designated as the TAD. As shown, resources to support redevelopment vary by up to \$150 million depending on the level of participation by the FCSD.

Table 6: Proposed Uses of Future TAD Proceeds
(Assumes North Point TAD Boundary and Full City & County Participation)

North Point Study Area TAD	FCSD Consent 	
	0%	100%
Suggested Uses of 25-Year Tax Allocation Increment (\$ Millions) ^[1]		
Direct Development Incentives	\$147.8	\$331.3
Transportation, Parking & Infrastructure	\$17.4	\$39.0
Streetscapes, Public Amenities & Place-Making	\$8.7	\$19.5
TOTALS:	\$173.9	\$389.8

Notes:

[1] Net Present Value of 25-year cumulative Tax Allocation Increment from real estate taxes only, discounted at 6%.

[2] "North Point TAD" includes the Mall and surrounding North Point Parcels.

Source: Fulton County Tax Assessor, City of Alpharetta and KB Advisory Group, Inc.

Conclusions

- Value trends at the North Point Mall have been negative since 2020, resulting in significant annual reductions to both property and sales tax revenues. In this context, establishing a 2025 base value for a TAD may generate more tax revenue in the near term than if recent market trends continue.
- While the North Point Mall could stabilize and redevelop without incentives it is unlikely that the property's long-term fiscal and economic impact on the City and Atlanta Region will come close to what could be possible by employing the financial incentives offered using tax increment financing via the instrument of a TAD.
- At minimum, the proposed TAD should encompass most of the 2019 North Point parcels TAD. Limiting the TAD boundaries to the Mall only may not generate sufficient revenue to achieve the goals of the redevelopment plan.
- Depending on the City Council's objectives for this area, you should consider preserving the option to pledge personal property taxes and possibly sales taxes to support redevelopment.
 - Enabling those options in the redevelopment plan does not require that they be used. However, not addressing them will preclude their availability over the life of the TAD.

Questions



KB | ADVISORY GROUP

TERMS and LIMITING CONDITIONS

- **Accuracy of Report:** Every reasonable effort has been made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment was based on estimates, assumptions, and other information developed by KB Advisory Group (“KBA”) from its independent research efforts, general industry knowledge, and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives, or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. KBA assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates, or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates, or opinions are not offered as predictions or assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described in our research and report, and variations may be material. Therefore, no warranty or representation is made by BKA that any of the projected values or results contained in the work product from this assignment will actually be achieved.
- **Usage of Report:** The research product may not be used, in whole or in part, in any public or private offering of securities or other similar purposes by the client without first obtaining the prior written consent of KB Advisory Group.

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STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: September 8, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 8/25/2025)

Consideration of approval of the City Council meeting minutes from the meeting of August 25, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of August 25, 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 August 25, 2025.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 8.25.2025



City Council Meeting & Public Hearing

AUGUST 25, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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

1. CALL TO ORDER

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

2. ROLL CALL

- **Council Members Present**

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

- **Council Members Absent**

- Fergal M. Brady

- **Staff**

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Brad Denking, Fire Chief
- Brooke Lappin, Director of Courts
- Charlie Jewell, Director of Economic Development
- John Robison, Assistant City Administrator
- 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
- Trent Lindgren, Police Chief
- 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 8/18/2025)

Consideration of approval of the City Council meeting minutes from the meeting of August 18, 2025.

B. Contract Approval: Chrisally Events Contract

Consideration of approval of the contract with Chrisally Events, provider for Wills Park Boo Bash for the Recreation Division of Recreation, Parks & Cultural Services and with authorization for the Mayor to execute all necessary documents.

C. Financial Management Report (Month Ending June 30, 2025)

Consideration of approval of the Financial Management Report for the month ending June 30, 2025.

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

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

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

B. MP-25-09/CU-25-12 Dominique Dawes Gymnastics & Ninja Academy

Consideration of a master plan amendment and conditional use to allow a 'Recreation Facilities, Indoor' for Dominique Dawes Gymnastics & Ninja Academy. A master plan amendment is requested to the North Point Mall Master Plan to add 'Recreation Facilities, Indoor' as conditional use and a conditional use is requested to allow 'Recreation Facilities, Indoor' for Dominique Dawes Gymnastics & Ninja Academy. The property is located at 380 North Point Circle and is legally described as being located in Land Lots 741 & 742, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Miguel Durand, is requesting a master plan amendment and conditional use to allow Dominique Dawes Gymnastics & Ninja Academy to re-use a 20,450 square foot building on 2.18 acres in the North Point Overlay. Dominique Dawes Gymnastics & Ninja Academy is an indoor gymnastics facility offering recreational and competitive gymnastics training, as well as an agility obstacle course modeled after the television show “American Ninja Warrior” and a children’s party venue. A master plan amendment is requested to add ‘Recreation Facilities, Indoor’ to the North Point Mall Master Plan and a conditional use is requested to allow ‘Recreation Facilities, Indoor’ for Dominique Dawes Gymnastics & Ninja Academy. The subject property is located at 380 North Point Circle on the north side of North Point Parkway and between the North Point Mall access driveways.
- This item was considered at the August 7, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).
- Staff recommends that Mayor and Council approve MP-25-09/CU-25-12 Dominique Dawes Gymnastics & Ninja Academy/North Point Mall MP, subject to the following conditions:
 1. ‘Recreation Facilities, Indoor’ shall be listed as a conditional use in North Point Mall Master Plan.
 2. ‘Recreation Facilities, Indoor’ shall be added as a conditional use at 380 North Point Circle and limited to no more than 20,450 square feet.
 3. Conditional use approval shall be limited to Dominique Dawes Gymnastics & Ninja Academy; 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 gymnastics facility offering gymnastics training, an agility obstacle course, children’s parties, and open gym time.
 5. Hours of operation shall be Monday – Sunday 8:00 AM – 8:30 PM.
 6. Any changes to the building exterior shall be consistent with the North Point Overlay District Design Guidelines, subject to final approval by DRB.
 7. EcoDistrict points shall be substantially similar to the description provided in the staff report, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
 8. Property owner shall assess site landscaping and replace missing, dead or dying landscape material, with final approval by DRB. New landscape material shall be sustainable (native and/or drought-tolerant) landscaping, with final approval by DRB.

9. Dumpster shall have painted metal doors that complement the principal building, with final approval by DRB.
 10. Native and drought-tolerant shrubs and grasses shall be added to the foundation area around the building, planter area along North Point Circle and at the highest elevation of the landscape strip along North Point Parkway, with final approval by DRB.
- The property is zoned PSC (Planned Shopping Center) and is subject to the North Point Mall Master Plan. The property is developed with a one (1) story, 20,450 square foot building formerly occupied by Total Wine. Surrounding properties are also zoned PSC. North Point Mall is located to the north, American Backyard Outdoor Furniture is located to the east, Truist Bank is located to the west, and Outback Steakhouse is located to the south. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the applicant's proposed use.
 - The North Point Mall Master Plan was approved in 1990 and amended in 1995 to allow retail and restaurant uses on the three (3) outparcels located between North Point Mall and North Point Parkway. A master plan amendment and conditional use was approved in 2008 to allow a Liquor Store for Total Wine on the subject property.
 - Unified Development Code (UDC) Subsection 1.4.2 defines 'Recreation, Facilities, Indoor' as, "Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc." The use is permitted by-right in the LI (Light Industrial) district and as a conditional use in the CUP (Community Unit Plan), O-I (Office-Institutional), C-1 (Neighborhood Commercial), C-2 (General Commercial), PSC (Planned Shopping Center) and MU (Mixed Use) districts.
 - Dominique Dawes Gymnastics & Ninja Academy is an indoor gymnastics facility offering recreational and competitive gymnastics training, as well as an agility obstacle course modeled after the television show "American Ninja Warrior" and children's party venue. The business currently has three (3) locations in Maryland with the proposed location being the first in Georgia. Hours of operation are Monday – Sunday 8:00 AM – 8:30 PM. The applicant anticipates approximately 40 employees for the business. The applicant does not propose any site changes or additions to the building.
 - The submitted site plan proposes re-use of the former Total Wine building by Dominique Dawes Gymnastics & Ninja Academy. The site plan depicts the 20,450 square foot building, as well as the existing driveway and shared driveway on North Point Circle to remain and serve the property. There are 114 parking spaces existing on the property. Unified Development Code (UDC) parking requirements includes a required 20% parking reduction for properties located in the North Point Overlay. The existing on-site parking exceeds the minimum parking requirement for the proposed use.
 - The applicant's proposal does not trigger compliance with North Point open space or EcoDistrict measures. However, the applicant has committed to providing Sustainable Landscaping (1 EcoDistrict point) for all new landscaping provided and Alternative

Transportation (1-2 EcoDistrict points) to include van pool and ride share designated parking spaces.

- The applicant states that there are no planned changes to the site or expansion of the building. The applicant intends to power wash the sidewalks and building, general clean-up of the property, landscape enhancements, and painting the exterior of the building. Any exterior changes to the building should be consistent with the North Point Overlay District Design Guidelines.
- Staff estimates that the applicant's business will generate approximately 51 PM Peak Hour trips, which represents a significant reduction (-289) in PM Peak Hour trips generated by the previous use of the property as a liquor store.
- 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 comments received at the CZIM were supportive.
- The Community Zoning Information Meeting was held on July 9, 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 location and character of the proposed use is appropriate as it relates to the use and development of adjacent or nearby properties, which are developed with a mix of retail, restaurant, and entertainment uses. The proposal to allow 'Recreation Facility, Indoor' would add an entertainment use to North Point that will aid the continued innovation and reinvention of the area by providing more than just a shopping experience.
- The Applicant, Miguel Durand (10895 Woodleaf Lane, Great Falls, Virginia 22206) came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve MP-25-09/CU-25-12 Dominique Dawes Gymnastics & Ninja Academy/North Point Mall MP, subject to the following conditions:
 1. 'Recreation Facilities, Indoor' shall be listed as a conditional use in North Point Mall Master Plan.
 2. 'Recreation Facilities, Indoor' shall be added as a conditional use at 380 North Point Circle and limited to no more than 20,450 square feet.
 3. Conditional use approval shall be limited to Dominique Dawes Gymnastics & Ninja Academy; 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 gymnastics facility offering gymnastics training, an agility obstacle course, children's parties, and open gym time.

5. Hours of operation shall be Monday – Sunday 8:00 AM – 8:30 PM.
 6. Any changes to the building exterior shall be consistent with the North Point Overlay District Design Guidelines, subject to final approval by DRB.
 7. EcoDistrict points shall be substantially similar to the description provided in the staff report, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
 8. Property owner shall assess site landscaping and replace missing, dead or dying landscape material, with final approval by DRB. New landscape material shall be sustainable (native and/or drought-tolerant) landscaping, with final approval by DRB.
 9. Dumpster shall have painted metal doors that complement the principal building, with final approval by DRB.
 10. Native and drought-tolerant shrubs and grasses shall be added to the foundation area around the building, planter area along North Point Circle and at the highest elevation of the landscape strip along North Point Parkway, with final approval by DRB.
- Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

C. CU-25-11/V-25-21 Perfekttouch LUXE

Consideration of a conditional use and variance to allow 'Spa Services' for Perfekttouch LUXE. A conditional use is requested to allow 'Spa Services' for Perfekttouch LUXE and a variance is requested to Unified Development Code (UDC) Section 1.4 Definitions to reduce the distance requirement for comparable 'Spa Services' businesses. The property is located at 1115 Upper Hembree Road, Suite B and is legally described as being located in Land Lot 550, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Shaquira Diggs, is requesting a conditional use and variance to allow a 'Spa Services' for Perfekttouch LUXE. Perfekttouch LUXE is described by the applicant as a holistic health and wellness center. A conditional use is requested to allow 'Spa Services' for Perfekttouch LUXE and a variance is requested to Unified Development Code (UDC) Section 1.4 to reduce the 'Spa Services' distance requirement between comparable businesses. The subject property is located at 1115 Upper Hembree Road, Suite B in the Alpha Medical Plaza.
- This item was considered at the August 7, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).

- Staff recommends that Mayor and Council approve CU-25-11/V-25-21 Perfekttouch LUXE/Oswald Upper Hembree MP, subject to the following conditions:
 1. 'Spa Services' shall be added as a permitted use at 1115 Upper Hembree Road, Suite B, and limited to no more than 2,000 square feet.
 2. Conditional use approval shall be limited to Perfekttouch LUXE; no additional 'Spa Services' businesses or subleasing shall be permitted within the approved space.
 3. The business' services shall be limited to a holistic wellness center offering aromatherapy, guided meditation therapy, breath work sessions, massage therapy, healthy lifestyle support, wellness workshops, paint and sip tea, wellness tea tastings, and herbal foot soak.
 4. Hours of operation shall be Monday – Saturday 9:00 AM – 9:00 PM.
 5. No lighted window trim or window signage.
- The submitted request, if approved, would permit 'Spa Services' for Perfekttouch LUXE in a 2,000 square foot suite. Perfekttouch LUXE is described by the applicant as a holistic health and wellness center. A conditional use is requested to allow 'Spa Services' for Perfekttouch LUXE and a variance is requested to Unified Development Code (UDC) Section 1.4 to reduce the 'Spa Services' distance requirement between comparable businesses. The subject property is located at 1115 Upper Hembree Road, Suite B in the Alpha Medical Plaza.
- The property is zoned O-I (Office-Institutional) subject to the George Oswald/Upper Hembree Master Plan which allows 'Spa Services' as a conditional use. The buildings on the property were converted from residential to office use in 1995. Alpha Medical Plaza is developed with two (2) office buildings, which are two (2) stories from Upper Hembree Road and three (3) stories at the rear. Suites have access from the front and back of the buildings. Other businesses operating in the buildings include Atlanta Cosmetic Surgery and Medspa, Far East Beauty, Extra Mile Dentist, Revitalize You MD, BMI Surgical Institute, and several doctor's offices. Surrounding properties are zoned O-I to the north, east, and south, O-P (Office-Professional) to the north, and City of Roswell (Taylor Oaks subdivision) to the west. Peach State Pool Service & Builders and a professional office are located to the north, Taylor Oaks to the west, and undeveloped office parcels to the south and east.
- The City's UDC allows 'Spa Services' as a permitted use in the LI (Light Industrial) zoning district and as a conditional use in the CUP (Community Unit Plan), O-I, O-P, C-1 (Neighborhood Commercial), C-2 (General Commercial), PSC (Planned Shopping Center), and MU (Mixed Use) zoning districts. The UDC defines 'Spa Services' as follows:
- Spa Services. A business that provides services requiring a customer to disrobe, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and may have the sale of associated retail products.

Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business. The term "spa establishment" shall not include hospitals or other professional health care establishments separately licensed as such by the state.

It shall be unlawful to establish a spa establishment in the city, unless said establishment is located:

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

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

- The applicant is requesting a variance to the definition of 'Spa Services' to reduce the minimum 2,000' distance requirement between comparable businesses. Far East Beauty was approved for 'Spa Services' in 2021 and is located at 1115 Upper Hembree Road, Suite A in the same building as the applicant's suite.
- Perfekttouch LUXE is a holistic health and wellness center with the owner in business since 2019. The business offers the following services: aromatherapy, guided meditation therapy, breath work sessions, massage therapy, healthy lifestyle support, wellness workshops, paint and sip tea, wellness tea tastings, and herbal foot soak. Services are provided by appointment only. The applicant's business is proposed in Suite B, which is located on the 1st floor of the building facing Upper Hembree Road. Hours of operation are proposed to be Monday – Saturday 9:00 AM – 9:00 PM. The applicant anticipates between three (3) to five (5) employees at the proposed location
- Staff estimates that the proposed use would generate two (2) AM Peak Hour trips and three (3) PM Peak Hour trips.
- The Citizen Participation Plan report submitted by the applicant states that property owners were contacted regarding the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on July 9, 2025. There was one (1) public comment in support.

- Staff has reviewed the applicant's proposal against the review criteria for a conditional use and variance. The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with professional and medical office. The applicant's business is related to health and wellness with services offered by appointment only, which is consistent with the other businesses operating at Alpha Medical Plaza. The applicant's business model focuses on holistic health and wellness and mental well-being, which differs from the existing 'Spa Services' business operating in the plaza that provides aesthetic day spa services. If approved, conditions are recommended limiting the approval to the applicant's business and limiting any expansion of services.
- The Applicant, Shaquira Diggs, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to deny CU-25-11/V-25-21 Perfekttouch LUXE.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

D. Z-25-06/V-25-13 KAO Land Group/272 & 276 Thompson Street

Consideration of a rezoning and variance to allow a 16-lot 'For-Sale single-family subdivision, consisting of nine 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.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, KAO Land Group, LLC, is requesting a rezoning and variances to allow for the construction of a sixteen (16) lot 'For-Sale' single-family subdivision, including nine (9) detached homes and seven (7) 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) and variances are requested to reduce the minimum right-of-way width of a local residential street and eliminate the minimum twenty-foot (20') recess requirement applicable to street-facing garages associated with a detached home in the Downtown. The subject property is located at 272 & 276 Thompson Street on the north side of Thompson Street and west of Westside Parkway.

- This item was considered at the August 7, 2025 Planning Commission meeting. There were public comments with concerns over density, stormwater runoff, and guest parking. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).
- Staff recommends that Mayor and Council approve Z-25-06/V-25-13 KAO Land Group/272 & 276 Thompson Street, subject to the following conditions:
 1. The site, consisting of approximately 2.03 acres, shall be rezoned to DT-LW and developed substantially similar to site plan submitted by AEC, revised 8/8/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Uses shall be limited to 'Dwelling', 'For-Sale', Detached and Attached.
 2. Architecture and materials shall be developed substantially similar to the renderings prepared by Main Street Designs, dated 7/23/25, except for modifications required to comply with the conditions below and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB. Each detached home shall have a unique elevation, and detached homes and townhomes shall have 4-sided architecture, materials and details, as approved by DRB.
 3. Density shall not exceed 7.88 dwelling units per acre.
 4. Front yards shall be framed with a decorative low wall, metal fencing, or hedge with brick or stone columns, as approved by DRB. The front yard of the townhomes is the Alpha Loop side of the building.
 5. Thompson Street streetscape shall generally be improved as follows: 30' half width right-of-way to incorporate 10' travel lanes, 8' sidewalk (concrete with brick paver banding), 8' planter (planted with shade trees), decorative pedestrian lighting, and street furnishings, with final approval by Staff. There shall be no on-street parking spaces along the property's frontage due to conflicts with sight distance requirements.
 6. New shared private street shall have a minimum 40' right-of-way, as depicted on the plan prepared by AEC, revised 8/8/25. Streetscape shall include 10' travel lanes, mountable header curbs, 6' sidewalk (one side of street), 6' planters (planted with street trees on the side of street with sidewalk and planted with shrubs on the other side), and decorative pedestrian lighting, with final design approved by Staff. Maintenance of the private street shall be addressed in the HOA covenants.
 7. New shared private alley that connects to the new private street shall have a 40' right-of-way. Streetscape shall include 10' travel lanes, mountable header curbs, 6' sidewalk (one side of the street), 8' planter (planted with street trees) and overlapping on-street parking spaces (one side of street), 6' planter (planted with street trees) on the other side of street, and decorative pedestrian lighting, with final design approved by Staff. Maintenance of the private alley shall be addressed in the HOA covenants.

8. Project entrance shall have a decorative paver entrance minimum 20' deep with concrete banding on each end and located in the private street right-of-way, as approved by Staff.
9. Project entrance shall include decorative landscaping, low walls or hedge with brick or stone columns, as approved by DRB. HOA shall be responsible for regular maintenance of entrance improvements.
10. Developer shall construct a decorative pedestrian crosswalk (pavers with concrete banding) across Thompson Street just west of project entrance, as approved by Staff.
11. Homes on Lots 1 & 5 shall be oriented to Thompson Street with vehicular access from the private street within the subdivision. Garage doors may not face Thompson Street. Detached home garage doors facing the new private street shall be recessed a minimum 10' behind the front façade.
12. Creeping vines shall be planted to cover retaining walls and low walls, as approved by DRB.
13. Central amenity space shall be developed with decorative landscaping, hardscape, and seating, as approved by DRB. Landscape material shall include plant selections promoting the historic Downtown. Improvements shall be maintained by the HOA.
14. The northern 40' of the property shall be a tree save area with limited tree removal as approved by Staff and related to the construction of the Alpha Loop. Specific construction techniques to limit impacts to existing trees shall be utilized, as approved by the City Arborist.
15. Encroachment into the critical root zone (CRZ) of off-site, saved trees shall be limited to no more than 20%, subject to final approval by Staff. Off-site tree removal resulting from CRZ encroachments exceeding 20% shall require written approval from the property owner.
16. Developer shall plant minimum 6" caliper canopy trees on either side of new private street at the beginning and end of the street and in the 10' landscape strips, as approved by DRB.
17. Developer shall make reasonable efforts to save trees within the 5' landscape strips along the east and west property lines, as approved by Staff. The remaining area of the landscape strips shall be planted with a mix of evergreen and shade trees, as approved by DRB.
18. Developer shall maintain line of sight distances to the maximum extent possible on either side of the project entrance at Thompson Street, as well as on either side of the new private street at new private alley intersection, by providing street furnishings and landscaping that offer inviting shaded spaces at intersection corners without obstructing vertical and horizontal sight distance requirements, as approved by Staff.

19. Developer shall dedicate a minimum 20' public right-of-way or easement for the future construction of the Alpha Loop through the northern 40' of the property. If a plan for the Alpha Loop is developed prior to the applicant's development of the subject property, developer shall construct Alpha Loop (12' concrete, accessible multi-use trail) within the northern 40' of the property, with final alignment, design and materials approved by Staff. Alpha Loop shall include lighting (pedestrian and bollards), landscaping, hardscape, wayfinding signage, and amenities. Alpha Loop improvements constructed by the developer shall be eligible for impact fee credits, as approved by Staff.
20. Level spreader or alternative approved by Staff shall be used at the discharge of the underground stormwater system to protect downstream areas from erosive conditions. Point of discharge shall be setback a minimum 20' from the property line. Structures associated with the discharge of stormwater shall be clad with decorative material and/or screened, as approved by Staff.
21. Developer shall provide interparcel access to allow for future connections to the east and west.
22. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
23. HVAC and similar equipment shall not be visible from the public right-of-way.
24. Garbage pickup shall be from within the development.
25. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
26. Per agreement with Academy Park HOA, developer shall design stormwater system to discharge at no more than 90% of the pre-development discharge rate.
27. Per agreement with Academy Park HOA, developer shall install an 8' tall decorative fence with maintenance access gate along the common boundary of the subject property and Academy Park.
- The submitted request, if approved, would allow for the construction of a sixteen (16) lot 'For-Sale' single-family subdivision, consisting of nine (9) single-family detached homes and seven (7) townhome units on 2.03 acres in the Downtown. The proposed residential density is 7.88 dwelling units per acre. A rezoning is requested from R-12 to DT-LW and variances are requested to reduce the right-of-way width of a local residential street and to eliminate the minimum twenty-foot (20') recess requirement applicable to street-facing garages associated with a detached home in the Downtown. The subject property is located at 272 & 276 Thompson Street on the north side of Thompson Street and west of Westside Parkway.
- The property represents two (2) parcels of land with frontage on Thompson Street. Both properties are developed with single-family detached homes. Surrounding properties are zoned R-4A (Dwelling, 'For-Sale', Residential Attached – Low Density) to the north, R-12 to the east and west, and MU (Mixed Use) to the south. Academy Park is located

to the north, unplatted single-family detached lots are located to the east and west, and the Foundry is located to the south. The proposal is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use Live Work'.

- The applicant is requesting variances from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3(G) to reduce the local street residential right-of-way width from 50' to 40' and UDC Appendix A: Alpharetta Downtown Code Subsection 2.4.6 (C) to eliminate the minimum twenty-foot (20') recess requirement applicable to street-facing garages associated with detached homes in the Downtown. According to the applicant, the variances are necessary due to the size, shape and topography of the property, as well as the need to reserve land for the Alpha Loop.
- The submitted site plan depicts nine (9) single-family detached lots and seven (7) townhome units served by a private street and alley. Detached lots are oriented to the private street on the south end of the property, except Lots 1 and 5 are oriented to Thompson Street, and two (2) townhome buildings are oriented to the Alpha Loop at the north end of the property with access from an alley. Detached lots range in size from 4,343 to 5,272 square feet, with an average lot size of 4,530 square feet. Detached lot width is approximately 45' to 50' wide. Townhomes are proposed to be 22' by 50'. Detached homes are proposed to be two (2) stories and townhome buildings are proposed to be three (3) stories. District regulations, including minimum building setbacks, lot size, and lot width, are consistent with the DT-LW development standards.
- The new private street is depicted as a 40' right-of-way, including a five-foot (5') sidewalk on one (1) side of the street. The street terminates into an alley serving the townhomes. The alley includes four (4) on-street parallel parking spaces and a five-foot (5') sidewalk on one side of the alley. Thompson Street is depicted with an eight-foot (8') planter and eight-foot (8') sidewalk. On-street parallel parking along the property's frontage conflicts with sight distance requirements.
- Each home and townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Four (4) on-street guest spaces are provided along the alley. The Downtown Code requires 40 parking spaces for the proposed subdivision, of which 68 spaces are proposed.
- The site plan calls out 15.27% open space for the subdivision, which includes a central amenity space, Alpha Loop connection, and Alpha Loop. In addition, yards, courtyards, patios, and rooftop terraces count toward amenity space. The applicant's proposal exceeds the minimum ten percent (10%) amenity space required in the DT-LW district.
- The Alpha Loop is depicted within the northern 40' of the property with the townhomes having a minimum ten-foot (10') front setback along the Alpha Loop. Currently, the City does not have an approved design for the Alpha Loop on the subject property and adjacent properties. Installation of the Alpha Loop will be subject to an approved design, which may not be available at the time the property is developed. The area is described on the site plan and public hearing application as a tree save area with the Alpha Loop

installation limited to specific construction techniques prescribed by the City Arborist to limit impacts to existing trees. This is consistent with the natural setting associated with the Thompson Street portion of the Alpha Loop. There are additional tree save opportunities along the east and west property lines and the remaining perimeter of the property should be planted with evergreen landscape material. The site plan depicts underground stormwater management in the central amenity space north of Lot 4. The applicant has indicated a desire to discharge the underground stormwater management facility through a level spreader at the northern property line near Goswick Creek.

- According to the applicant's architect, the proposed renderings reflect Tudor Eclectic, Queen Anne, and Stick architectural styles for the detached homes and Tudor Eclectic for the townhome buildings. Detached homes are depicted to be two (2) stories with pitched rooftops and townhomes are depicted to be three (3) stories with a rooftop balcony recessed into habitable attic space. Detached homes on Lots 1 & 5 will have side-loaded garages facing the new private street.
- The City's Downtown Consultant reviewed the submitted renderings and believes that they generally comply with the Downtown design regulations, subject to the following comments:
 - Lot 1 – Front stoop/canopy should be reconfigured to present a more authentic Tudor front door similar to Lot 2.
 - Lot 6 – Wrap the small strip of stucco across the front elevation. Brick may be better, and to have the brick wrap the side elevation instead, stopping naturally beneath the roof fascia and return. The significant area of stucco on the side elevation would benefit from half timbering.
 - Lot 2 & 7 – No additional corrections required.
 - Townhome Building – Recommend against inverting the trim pattern on garage doors. They should all be alike.
- The applicant provided a trip generation report, which estimates that the proposed development would generate twelve (12) AM Peak Hour trips and sixteen (16) PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 2 – 10 school age children. Numbers provided by Fulton County Schools show that all three (3) schools are under maximum capacity.
- The applicant's Citizen Participation Plan report states that property owners within 500' were contacted regarding the applicant's intent. In addition, the applicant states that they met with Academy Park HOA Board on May 29, 2025. The report states that Academy Park had questions and concerns over erosion of Goswick Creek, request that developer design stormwater discharge at 90% of the pre-development discharge rate, tree wind damage during construction, adequate guest parking, request for fence along rear property line, location of utility connections, and price points. The reports states

that the following questions and concerns were raised at the CZIM meeting: stormwater runoff, tree preservation, price points, off-street parking on Thompson Street, will the Alpha Loop be extended with the development, orientation of homes and townhomes, location of garage on detached homes, and length of driveway.

- The Community Zoning Information Meeting was held on June 11, 2025. Several people signed the sign-in sheet but did not leave comments.
- Staff has reviewed the applicant's proposal against the review criteria for a rezoning and variance. The zoning proposal is consistent with the vision of the Downtown Master Plan and the City's Comprehensive Plan. The proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are developed with similar residential uses and densities. The zoning proposal is consistent with the walkable vision in the Downtown and the comprehensive land use plan designation of the property.
- The requested variances relate to exceptional and peculiar conditions on the subject property. The long, narrow shape of the property and future alignment of the Alpha Loop limit site layout resulting in shallow lots. If approved, street-facing garages should be recessed a minimum ten-feet (10') behind the front façade of detached homes.
- The Applicant, Ethan Underwood (with Underwood Scoggins Law Firm), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-25-06/V-25-13 KAO Land Group/272 & 276 Thompson Street, subject to the following conditions:
 1. The site, consisting of approximately 2.03 acres, shall be rezoned to DT-LW and developed substantially similar to site plan submitted by AEC, revised 8/8/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning. Uses shall be limited to 'Dwelling', 'For-Sale', Detached and Attached.
 2. Architecture and materials shall be developed substantially similar to the renderings prepared by Main Street Designs, dated 7/23/25, except for modifications required to comply with the conditions below and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB. Each detached home shall have a unique elevation, and detached homes and townhomes shall have 4-sided architecture, materials and details, as approved by DRB.
 3. Density shall not exceed 7.88 dwelling units per acre.

4. Front yards shall be framed with a decorative low wall, metal fencing, or hedge with brick or stone columns, as approved by DRB. The front yard of the townhomes is the Alpha Loop side of the building.
5. Thompson Street streetscape shall generally be improved as follows: 30' half width right-of-way to incorporate 10' travel lanes, 8' sidewalk (concrete with brick paver banding), 8' planter (planted with shade trees), decorative pedestrian lighting, and street furnishings, with final approval by Staff. There shall be no on-street parking spaces along the property's frontage due to conflicts with sight distance requirements.
6. New shared private street shall have a minimum 40' right-of-way, as depicted on the plan prepared by AEC, revised 8/8/25. Streetscape shall include 10' travel lanes, mountable header curbs, 6' sidewalk (one side of street), 6' planters (planted with street trees on the side of street with sidewalk and planted with shrubs on the other side), and decorative pedestrian lighting, with final design approved by Staff. Maintenance of the private street shall be addressed in the HOA covenants.
7. New shared private alley that connects to the new private street shall have a 40' right-of-way. Streetscape shall include 10' travel lanes, mountable header curbs, 6' sidewalk (one side of the street), 8' planter (planted with street trees) and overlapping on-street parking spaces (one side of street), 6' planter (planted with street trees) on the other side of street, and decorative pedestrian lighting, with final design approved by Staff. Maintenance of the private alley shall be addressed in the HOA covenants.
8. Project entrance shall have a decorative paver entrance minimum 20' deep with concrete banding on each end and located in the private street right-of-way, as approved by Staff.
9. Project entrance shall include decorative landscaping, low walls or hedge with brick or stone columns, as approved by DRB. HOA shall be responsible for regular maintenance of entrance improvements.
10. Developer shall construct a decorative pedestrian crosswalk (pavers with concrete banding) across Thompson Street just west of project entrance, as approved by Staff.
11. Homes on Lots 1 & 5 shall be oriented to Thompson Street with vehicular access from the private street within the subdivision. Garage doors may not face Thompson Street. Detached home garage doors facing the new private street shall be recessed a minimum 10' behind the front façade.
12. Creeping vines shall be planted to cover retaining walls and low walls, as approved by DRB.
13. Central amenity space shall be developed with decorative landscaping, hardscape, and seating, as approved by DRB. Landscape material shall include plant selections promoting the historic Downtown. Improvements shall be maintained by the HOA.
14. The northern 40' of the property shall be a tree save area with limited tree removal as approved by Staff and related to the construction of the Alpha Loop. Specific

construction techniques to limit impacts to existing trees shall be utilized, as approved by the City Arborist.

15. Encroachment into the critical root zone (CRZ) of off-site, saved trees shall be limited to no more than 20%, subject to final approval by Staff. Off-site tree removal resulting from CRZ encroachments exceeding 20% shall require written approval from the property owner.
16. Developer shall plant minimum 6" caliper canopy trees on either side of new private street at the beginning and end of the street and in the 10' landscape strips, as approved by DRB.
17. Developer shall make reasonable efforts to save trees within the 5' landscape strips along the east and west property lines, as approved by Staff. The remaining area of the landscape strips shall be planted with a mix of evergreen and shade trees, as approved by DRB.
18. Developer shall maintain line of sight distances to the maximum extent possible on either side of the project entrance at Thompson Street, as well as on either side of the new private street at new private alley intersection, by providing street furnishings and landscaping that offer inviting shaded spaces at intersection corners without obstructing vertical and horizontal sight distance requirements, as approved by Staff.
19. Developer shall dedicate a minimum 20' public right-of-way or easement for the future construction of the Alpha Loop through the northern 40' of the property. If a plan for the Alpha Loop is developed prior to the applicant's development of the subject property, developer shall construct Alpha Loop (12' concrete, accessible multi-use trail) within the northern 40' of the property, with final alignment, design and materials approved by Staff. Alpha Loop shall include lighting (pedestrian and bollards), landscaping, hardscape, wayfinding signage, and amenities. Alpha Loop improvements constructed by the developer shall be eligible for impact fee credits, as approved by Staff.
20. Level spreader or alternative approved by Staff shall be used at the discharge of the underground stormwater system to protect downstream areas from erosive conditions. Point of discharge shall be setback a minimum 20' from the property line. Structures associated with the discharge of stormwater shall be clad with decorative material and/or screened, as approved by Staff.
21. Developer shall provide interparcel access to allow for future connections to the east and west.
22. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
23. HVAC and similar equipment shall not be visible from the public right-of-way.
24. Garbage pickup shall be from within the development.

25. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
26. Per agreement with Academy Park HOA, developer shall design stormwater system to discharge at no more than 90% of the pre-development discharge rate.
27. Per agreement with Academy Park HOA, developer shall install an 8' tall decorative fence with maintenance access gate along the common boundary of the subject property and Academy Park.
- Council Member DeRito seconded the motion.
 - Council Member Hipes offered a friendly amendment to Condition 10 to read as: "Developer shall construct a decorative pedestrian crosswalk (pavers with concrete banding) across Thompson Street near project entrance, as approved by Staff."
 - Council Member DeRito accepted the friendly amendment.
 - Mayor Pro Tem Merkel accepted the friendly amendment.
 - The motion was approved unanimously (5-0).

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

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.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Southvine Homes, is requesting a variance to reduce the waiting period for Council consideration of a zoning decision on the same property from twelve (12) months to six (6) months. The applicant is requesting changes to conditions of zoning related to a rezoning for a nine (9) lot 'For-Sale' single-family detached subdivision on 5.05 acres. The subject property is located at 0 Blake Road in the Hampton Hall subdivision.
- Staff recommends that Mayor and Council approve V-25-14 Hampton Hall – Waiting Period Variance.
- The submitted request, if approved, will allow for a reduction of the waiting period for Council consideration from twelve (12) months to six (6) months. Unified Development Code (UDC) Subsection 4.2.1(C) requires a twelve (12) month waiting period for Council consideration of a zoning change affecting the same property. The same subsection states that Council may approve a reduction in the waiting period to no less than six (6) months. The reduction in the waiting period would allow for Council

consideration of changes to conditions of zoning related to a nine (9) lot single-family detached subdivision. The subject property is located at 0 Blake Road in the Hampton Hall subdivision.

- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- Staff has reviewed the applicant's proposal and believes the variance request is within the allowable reduction that can be approved by City Council.
- Attorney for the Applicant, Don Rolader (200 Foothills Parkway, Marble Hill, GA 30148), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve V-25-14 Hampton Hall – Waiting Period Variance.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

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

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.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Southvine Homes, is requesting an exception and changes to previous conditions of zoning related to a nine (9) lot 'For-Sale' single-family detached subdivision on 5.05 acres. The applicant requests changes to conditions of zoning related to maintaining aesthetic consistency within the Hampton Hall subdivision and providing additional rear yard space for residential accessory uses, such as a swimming pool. An exception is requested to allow a fence in a buffer. The subject property is located at 0 Blake Road in the Hampton Hall subdivision.
- Staff recommends that Mayor and Council approve PH-25-10/E-25-07 Hampton Hall – Change of Condition & Exception, subject to the following amended conditions related to file# Z-24-16/V-24-25 Hampton Hall/Southvine Homes:
 1. The site, consisting of approximately 5.05 acres, shall be rezoned to R-15 and developed substantially similar to site plan prepared by Foresite Group, revised

6/30/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

3. Minimum lot width and building setbacks shall be as depicted on the site plan prepared by Foresite Group, revised 6/30/25. Side setback shall be 5' with a minimum 20' separation between foundations.
4. Minimum 40' landscape buffers shall be provided along the east, west, and south boundaries of the site. As depicted on the site plan prepared by Foresite Group, revised 6/30/25, the green area shall include a 30' undisturbed buffer (exterior) and 10' replanted buffer (interior) and the orange area shall be a 40' replanted buffer, with the exception of 20' storm and sanitary sewer easements depicted on the rezoning plan. Additionally, encroachment of up to 10' into the south buffer for the footing of the detention pond wall and fence is allowed but must be replanted above the footing. A variance is provided for rear fences to be permitted in the buffer along the lots on the west and east sides provided fences are placed within 6" of the rear property line and will be black metal fencing in accordance with the requirements of and approved by the Hampton Hall HOA. Fencing also must have open pickets that do not substantially obstruct the flow of water through the drainage easement. Landscape buffers on the stormwater tract (orange) shall be replanted prior to the 1st Certificate of Occupancy (CO), and landscape buffers shall be replanted on individual lots prior to issuance of a CO for each respective lot. Landscape buffer shall be depicted on the final subdivision plat and developer shall disclose to home purchasers that no structures are permitted within the undisturbed buffer such as pools and fences. Unshaded areas depicted on the site plan revised 6/30/25 within buffer or landscape limits are exceptions to the requirements due to storm and utility easements.
5. A 10' wide landscape strip as shown on the site plan prepared by Foresite Group, revised 6/30/25 shall be required along High Hampton Chase and existing vegetation supplemented with evergreen screening material, as approved by Staff.
6. New street shall be public and comply with the City's standard 111, titled "CUL-DE-SAC STREET".
7. In lieu of the 10' landscape strip along the new street, developer shall provide a residential front yard planting for each home that includes at least 2 trees with a minimum of 1 overstory canopy tree and 1 large ornamental tree spaced appropriately and coordinating between lots, as approved by Staff. This will be performed on a lot-by-lot basis.
8. Trees shall be saved as depicted on the site plan prepared by Foresite Group, revised 6/30/25.

9. A non-access easement shall be recorded on the final plat along High Hampton Chase and behind Lots 3 & 4 adjacent to Carverton Lane, as shown on the site plan prepared by Foresite Group, revised 6/30/25.
11. Developer shall install lighting to match style and spacing of existing Hampton Hall neighborhood. If an identical lighting fixture is not found, an architecturally compatible model of similar height may be permitted subject to approval of the Director of the Community Development Department.

New Conditions:

1. A fence shall be permitted within the perimeter buffer. Fence shall comply with Hampton Hall HOA standards which require a decorative black aluminum fence maximum 6' tall, as depicted in the Fence Exhibit.
 2. Offsite headwall shall be faced with decorative rock or stone, as approved by Staff.
 3. Developer shall comply with key agreements outlined in memorandum titled "8/8/25 Meeting Notes regarding 175 Starboard Way Property", dated 8/19/2025
- The submitted request, if approved, will allow for an exception and changes to conditions of zoning related to a nine (9) lot 'For-Sale' single-family detached subdivision on 5.05 acres. The applicant requests changes to conditions of zoning related to maintaining aesthetic consistency within Hampton Hall and providing additional rear yard space for residential accessory uses, such as a swimming pool or shed. An exception is requested to allow a fence in a perimeter buffer. The subject property is located at 0 Blake Road in the Hampton Hall subdivision.
 - The 5.05-acre property is undeveloped and was rezoned to R-15 (Dwelling, 'For-Sale', Residential) on December 16, 2024 to allow for a nine (9) lot single-family detached subdivision. Surrounding properties are zoned CUP (Community Unit Plan) to the north, east and west, and R-12 (Dwelling, 'For-Sale', Residential) to the south. Hampton Hall is located to the north, east and west, Oak Mill is located to the east, and Waters Landing is location to the south. The comprehensive land use plan designation of the property is 'Low Density Residential'.
 - According to the applicant, the requested changes will allow for aesthetic consistency within Hampton Hall and will provide additional rear yard space for residential accessory uses, such as swimming pools and sheds. A swale is required in the rear yards of lots to direct runoff to the stormwater pond in the southwest corner of the property. The swale is required to be located outside of the perimeter buffer, which further impacts the usable area of rear yards.
 - An exception is requested to Unified Development Code (UDC) Subsection 3.2.8(B)(3) to allow a fence in a buffer. The UDC would require that the fence be located outside of the perimeter buffer, which would cut off the rear 40' of each lot from the remainder

of the property. The applicant provided a photograph of a decorative black aluminum picket fence, which is approved for use by the Hampton Hall HOA.

- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that questions were received regarding tree removal and stormwater runoff.
- The Community Zoning Information Meeting was held on June 11, 2025 and July 9, 2025. There were public comments requesting a tree buffer along High Hampton Chase, as well as a minimum setback of 40' along High Hampton Chase. Concerns were raised over the buffer on south end of property, trees becoming vulnerable after clearing, and noise pollution during construction.
- Staff has reviewed the applicant's proposal and supports the request for exception and changes to conditions of zoning. The requested changes will allow for aesthetic consistency within Hampton Hall and will provide additional rear yard area for residential accessory uses. The UDC does not require buffers between residential properties and the perimeter fencing is requested by surrounding property owners and supported by the Hampton Hall HOA.
- Attorney for the Applicant, Don Rolader (200 Foothills Parkway, Marble Hill, Georgia 30148), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-25-10/E-25-07 Hampton Hall – Change of Condition & Exception, subject to the following amended conditions related to file# Z-24-16/V-24-25 Hampton Hall/Southvine Homes:
 1. The site, consisting of approximately 5.05 acres, shall be rezoned to R-15 and developed substantially similar to site plan prepared by Foresite Group, revised 6/30/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 3. Minimum lot width and building setbacks shall be as depicted on the site plan prepared by Foresite Group, revised 6/30/25. Side setback shall be 5' with a minimum 20' separation between foundations.
 4. Minimum 40' landscape buffers shall be provided along the east, west, and south boundaries of the site. As depicted on the site plan prepared by Foresite Group, revised 6/30/25, the green area shall include a 30' undisturbed buffer (exterior) and 10' replanted buffer (interior) and the orange area shall be a 40' replanted buffer, with the exception of 20' storm and sanitary sewer easements depicted on the rezoning plan. Additionally, encroachment of up to 10' into the south buffer for the footing of the detention pond wall and fence is allowed but must be replanted above the footing. A variance is provided for rear fences to

be permitted in the buffer along the lots on the west and east sides provided fences are placed within 6" of the rear property line and will be black metal fencing in accordance with the requirements of and approved by the Hampton Hall HOA. Fencing also must have open pickets that do not substantially obstruct the flow of water through the drainage easement. Landscape buffers on the stormwater tract (orange) shall be replanted prior to the 1st Certificate of Occupancy (CO), and landscape buffers shall be replanted on individual lots prior to issuance of a CO for each respective lot. Landscape buffer shall be depicted on the final subdivision plat and developer shall disclose to home purchasers that no structures are permitted within the undisturbed buffer such as pools and fences. Unshaded areas depicted on the site plan revised 6/30/25 within buffer or landscape limits are exceptions to the requirements due to storm and utility easements.

5. A 10' wide landscape strip as shown on the site plan prepared by Foresite Group, revised 6/30/25 shall be required along High Hampton Chase and existing vegetation supplemented with evergreen screening material, as approved by Staff.
6. New street shall be public and comply with the City's standard 111, titled "CUL-DE-SAC STREET".
7. In lieu of the 10' landscape strip along the new street, developer shall provide a residential front yard planting for each home that includes at least 2 trees with a minimum of 1 overstory canopy tree and 1 large ornamental tree spaced appropriately and coordinating between lots, as approved by Staff. This will be performed on a lot-by-lot basis.
8. Trees shall be saved as depicted on the site plan prepared by Foresite Group, revised 6/30/25.
9. A non-access easement shall be recorded on the final plat along High Hampton Chase and behind Lots 3 & 4 adjacent to Carverton Lane, as shown on the site plan prepared by Foresite Group, revised 6/30/25.
11. Developer shall install lighting to match style and spacing of existing Hampton Hall neighborhood. If an identical lighting fixture is not found, an architecturally compatible model of similar height may be permitted subject to approval of the Director of the Community Development Department.

New Conditions:

1. A fence shall be permitted within the perimeter buffer. Fence shall comply with Hampton Hall HOA standards which require a decorative black aluminum fence maximum 6' tall, as depicted in the Fence Exhibit.
2. Offsite headwall shall be faced with decorative rock or stone, as approved by Staff.

3. Developer shall comply with key agreements outlined in memorandum titled "8/8/25 Meeting Notes regarding 175 Starboard Way Property", dated 8/19/2025

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (5-0).

G. PH-25-13 Unified Development Code Text Amendments – Vertiport

Consideration of text amendments to Section 1.4 Definitions and Section 2.2 Permitted Use Districts and Regulations of the Unified Development Code to add definitions related to Vertiports and to assign Vertiport as a permitted or conditional use in certain zoning districts.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Community Development, Kathi Cook, came forward to present this item.
- This item was considered at the August 7, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval (vote 7-0).
- Staff recommends that Mayor and Council approve text amendments to Unified Development Code (UDC) Article I Section 1.4 Definitions and Article II Section 2.1 Zoning Districts and Section 2.2 to add definitions related to a Vertiport and assign 'Vertiport' as a permitted and conditional use in certain zoning districts.
- Amend UDC Section 1.4 Definitions, to add definitions for Advanced Air Mobility (AAM), eVTOL, Heliport, and Vertiport. 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, and Subsection 2.2.20 MU Mixed Use to add Vertiport as a conditional use. Amend UDC Subsection 2.2.17 LI Light Industrial and Subsection 2.2.19 SU Special Use to add Vertiport as a permitted use.
- The proposed text amendment ordinance is attached hereto as "Exhibit A."

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to PH-25-13 Unified Development Code Text Amendments – Vertiport.
 - Council Member Mitchell seconded the motion.
 - Council Member Hipes offered a friendly amendment to state that "Each of the allowable zoning categories for vertiport be conditional and not as a matter of right." This was referring to the use table.
 - Mayor Pro Tem Merkel accepts the friendly amendment.
 - Council Member accepts the friendly amendment.
 - The motion was approved unanimously (5-0).

H. Ordinance: Budget Amendment (Jail Operations)

FIRST READING

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2026 Budget Amendment (Jail Operations) for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- City Administrator, Chris Lagerbloom, came forward to present this item.
- Staff recommends that Mayor and Council adopt an Ordinance (First Reading) of the Mayor and Council of the City of Alpharetta, Georgia, to adopt a Fiscal Year 2026 Mid-Year Budget Amendment for Jail Operations.
- The purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2026 Mid-Year Budget Amendment which amends the base budget, as adopted by the City Council, including subsequent amendments, for Jail operations.
- The draft of the proposed Ordinance is attached hereto as "Exhibit B."

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt an Ordinance for a Mid-Year Fiscal 2026 Budget Amendment (Jail Operations).
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

I. Ordinance: Alcohol Ordinance Text Amendments

FIRST READING

Consideration of adoption of an Ordinance 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.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- City Clerk, Lauren Shapiro, came forward to present this item.
- Staff recommends that Mayor and Council adopt an Ordinance 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.
- The City Council reviewed and discussed, as a Work Session item, proposed Text Amendments to the City's Alcohol Ordinance during the July 23rd Special Called City Council Meeting.

- The draft of the proposed Ordinance is attached hereto as "Exhibit C."

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt an Ordinance 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.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

J. THE FOLLOWING ITEMS HAVE BEEN DEFERRED:

1. MP-25-08/CU-25-13/V-25-17 Hanover Windward Park/Windward MP Pod 66

This item has been deferred by the Applicant until October 2, 2025. It will not be considered at this meeting.

Consideration of a master plan amendment, conditional use, and variances to allow 326 'Dwelling, 'For-Rent' units on 47.65 acres in the Windward Park mixed-use development. A master plan amendment is requested to the Windward Master Plan Pod 66 to add 'Dwelling, 'For-Rent', as well as other modifications to the Windward Park mixed-use development. A conditional use is requested to allow 'Dwelling, 'For-Rent'. Variances are requested to Unified Development Code (UDC) Subsection 2.7.0(b)(1) to increase the distance to/from the off-street parking to the door of the residential unit; UDC Subsection 2.7.0(b)(2)(i) to reduce the ratio of outdoor amenity space; UDC Subsection 2.7.0(b)(3) to allow ground floor dwellings on storefront streets and to allow first floor dwelling units on more than 2 sides of the building; UDC Subsection 2.7.0(b)(4) to reduce the minimum floor area of required balconies; UDC Subsection 2.7.0(b)(6) to reduce the first floor minimum ceiling height; and UDC Subsection 2.7.0(b)(9) to eliminate the requirement for a neighborhood grocery. The property is located at 0 North Point Parkway and 0 Dryden Road and is legally described as being located in Land Lots 1112, 1177 & 1188, 2nd District, 2nd Section, Fulton County, Georgia.

6. NEW BUSINESS

A. Resolution: Alpharetta Adult Activity Membership Fees

Consideration to adopt a Resolution establishing the Adult Activity Membership and Annual Membership Fee for the Alpharetta Adult Activity Center and Preston Ridge Community Center.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.

- Staff recommends that Mayor and Council adopt a Resolution establishing the Adult Activity Membership and Annual Membership Fee for the Alpharetta Adult Activity Center and Preston Ridge Community Center.
- 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 Adult Activity 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.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to adopt a Resolution establishing the Adult Activity Membership and Annual Membership Fee for the Alpharetta Adult Activity Center and Preston Ridge Community Center.

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (5-0).

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- There were no reports.

9. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

10. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:11 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2026 BUDGET AMENDMENT (JAIL OPERATIONS) FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2026 budget amendment, for the purposes of Jail operations, to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2026 budget and subsequent amendments; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

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

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2026 budget amendment for these certain funds for the fiscal year 2026; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of September 2026.

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



City of Alpharetta, Georgia
Fiscal Year 2026
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2026 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first three months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2026 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2026		
		Jail Operations	
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 38,079,000	\$ -	\$ 38,079,000
Local Option Sales Taxes	22,440,500	-	22,440,500
Other Taxes	20,015,400	-	20,015,400
Licenses and Permits	3,476,500	-	3,476,500
Intergovernmental Revenue	368,663	-	368,663
Jail Operations - Utilities Cost Sharing	-	(16,278)	(16,278)
Charges for Services	5,357,600	-	5,357,600
Jail Operations - Bond Processing Fees	-	43,202	43,202
Fines and Forfeitures	2,280,000	-	2,280,000
Investment Earnings	1,150,000	-	1,150,000
Other/Miscellaneous	249,654	-	249,654
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,412,500	-	3,412,500
Budgeted Fund Balance	5,017,048	-	5,017,048
Total Revenues	\$101,846,865	\$ 26,924	\$101,873,789
Expenditures by Department:			
Mayor and City Council	\$ 443,701	\$ -	\$ 443,701
City Administration	3,110,149	-	3,110,149
Finance	4,220,564	-	4,220,564
City Attorney	800,000	-	800,000
Information Technology	2,572,375	-	2,572,375
Human Resources	1,110,544	-	1,110,544
Municipal Court	1,410,650	-	1,410,650
Police Department*	26,437,603	-	26,437,603
Jail Operations	117,270	1,600,811	1,718,081
Fire Department*	19,955,989		19,955,989
Public Works	11,483,060	-	11,483,060
Recreation, Parks, and Cultural Services	14,865,272	-	14,865,272
Community Development	4,884,783	-	4,884,783
subtotal	\$ 91,411,960	\$ 1,600,811	\$ 93,012,771
General Government:			
Insurance Premiums	\$ 1,060,500	\$ -	\$ 1,060,500
Gwinnett Tech Bond (P&I)	291,065	-	291,065
Transfer to Capital Project Fund			
Fund Balance for one-time Capital	3,117,048	-	3,117,048
Capital Contribution from General Fund	3,091,292	(1,573,887)	1,517,405
Transfer to Stormwater Capital Fund	1,900,000	-	1,900,000
Contingency	975,000	-	975,000
subtotal	\$ 10,434,905	\$ (1,573,887)	\$ 8,861,018
Total Expenditures	\$101,846,865	\$ 26,924	\$101,873,789

* Funding for the Public Safety Department has been split into the Police and Fire Departments pursuant to approved reorganization plans.

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2026 Budget Amendment.

Police Department

Initiative: Jail Operations (partial year in FY 2026; assuming 11/1/2025 start date)

Funding Request: \$1,573,887 operational impact in FY 2026 (\$26,924 additional revenue; \$1,600,811 additional expenses). Annualized operational impact (revenues less expenses) in FY 2027 forecasted at \$2,345,465.

Operational Cost Detail

This request is to fund operations at the Alpharetta Municipal Jail starting November 1, 2025 (8 months of operations in FY 2026). The funding level contained herein represents the minimum staffing level (15 full-time equivalent positions) required for safe and effective operations. Cost components for year one operations include:

- Personnel = \$1,254,886 (partial-year impact of 8 months in FY 2026). This includes funding for 15 full-time equivalent positions and associated benefits with the details as follows:
 - Division Chief (1 FTE)
 - Assistant Division Chief (1 FTE)
 - Detention Supervisors (5 FTE)
 - Detention Officers (8 FTE)

Annualized personnel costs for year 2 (FY 2027) are forecast at \$1,953,870 and will be programmed into the FY 2027 Budget.

- Maintenance and Operations (additional funding above current appropriations) = \$320,327 and consists of general operational funding needs including professional services (e.g. inmate meals, medical services, etc.), facility repair & maintenance, liability insurance, employee development, maintenance contracts (e.g. linen and laundry service), IT professional services (e.g. jail management software), supplies, utilities, uniforms, etc.

Annualized maintenance and operations costs for year 2 (FY 2027) are forecast at \$391,595 and will be programmed into the FY 2027 Budget.

- Operational Capital = \$25,598 and consists of minor capital needs such as a multi-function printer, technology needs (laptops, monitors, desktop PCs, etc.), office furniture, etc.

Capital Cost Detail (to be included in the Capital Project Fund)

- Capital = A capital need totaling \$50,150 is being requested for the purchase of one vehicle and associated upfitting and is being requested within the Capital Project Fund to properly account for capital asset acquisition.

Current capital planning for year 2 (FY 2027) consists of an additional Jail transport van, including upfitting, at a cost of \$100,000.

Funding Detail for Operational Costs

Operational funding for this request is coming through a reduction in the General Fund Annual Capital Contribution within the FY 2026 Budget as follows:

- General Fund Annual Capital Contribution: \$3,091,292
- Amendment to fund Jail Operations (partial year) (1,573,887)
\$1,517,405

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

Year 2 Forecast (FY 2027)

Operational costs for fiscal year 2027 are forecast at \$2,345,465 and represent a budgetary increase of \$627,384 over the partial-year impact requested herein for FY 2026 (\$1,718,081, when inclusive of existing appropriations). As previously noted, capital funding for FY 2027 is anticipated at an additional \$100,000.

Potential funding options to offset the additional 2027 budget year impact (first full year of operations) include: potential general fund revenue growth above base budget expenditure projections (not yet identifiable); potential operational efficiencies in city-wide operations; further deferment of capital maintenance (reduction in general fund Annual Capital Contribution); etc.

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer-In from the General Fund (Capital Contribution for FY 2026)	\$ 6,208,340	\$ (1,573,887)	\$ 4,634,453
Net Budget Adjustments	\$ 6,208,340	\$ (1,573,887)	\$ 4,634,453
Expenditures by Project:			
Public Safety			
Jail Operations - Vehicle and Upfitting	\$ -	\$ 50,150	\$ 50,150
General Government			
Non-Allocated	3,177,574	(1,624,037)	1,553,537
Net Budget Adjustments	\$ 3,177,574	\$ (1,573,887)	\$ 1,603,687

Police – Jail Operations

Initiative: Purchase of one vehicle for Jail Operations

Funding Request: \$50,150

This request is for the purchase of one vehicle (smaller SUV such as a Chevrolet Traverse) for the Jail operations team and includes funding for upfitting.

General Government

Initiative: Decrease in General Fund Capital Contribution for FY 2026

Funding Reduction: (\$1,573,887)

Funding for Jail Operations necessitates a reduction in the General Fund Capital Contribution of \$1,573,887. The net impact, when coupled with the additional vehicle funding request detailed above, is a reduction in Non-Allocated of \$1,624,037 resulting in a revised Non-Allocated balance of \$1,553,537.

EXHIBIT B



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLES I & II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD DEFINITIONS RELATED TO A VERTIPORT; TO ASSIGN VERTIPORT AS A PERMITTED AND CONDITIONAL USE IN CERTAIN ZONING DISTRICTS; 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 Articles I and 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 I, Section 1.4 titled “Definitions” 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 September ____.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
[SIGNATURES CONTINUED FROM PRECEDING PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, 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 1.4 DEFINITIONS

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Advanced Air Mobility (AAM). The transport of passengers and cargo short- to medium-range distances using new and emerging aircraft technologies, such as electric vertical takeoff and landing aircrafts (eVTOL).

eVTOL. An electric vertical takeoff and landing aircraft associated with Advanced Air Mobility (AAM) which may use a vertiport for takeoff and landing purposes. An eVTOL shall not include helicopters.

Heliport, Public/Private. A takeoff and landing facility for a helicopter, which may also include fueling, storage, and maintenance facilities.

Vertiport. An Advanced Air Mobility (AAM) station consisting of takeoff and landing facilities, and may also include charging, fueling, storage, and maintenance facilities for use by electric vertical takeoff and landing aircraft (eVTOL). A Vertiport shall not be used by helicopters.

Exhibit "B"

SECTION 2.2 PERMITTED USE DISTRICTS AND REGULATIONS

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses 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, play house, 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.

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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.

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- 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. Vertiport.
 - s. Wireless Tower.
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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 set backs, 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 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-1 district may be used for the uses listed below and shown in Table 2.2 in accordance with an approved masterplan, unless superseded by applicable conditions of approval for rezoning, variance, master plan, master plan amendment, or conditional use.

1. *Residential Uses.*

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- 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, Public/Private.
 - e. Hospital.
 - f. Library.
 - g. Museum.
 - h. Public Building.
 - i. School, Academic.
 - j. Vertiport.
 - C. *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.

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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.
- D. *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.

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- 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.

E. *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.

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 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.

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.

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- 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.
- C. *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.
- D. *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.

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- x. Shop or Studio, Craftsman/Artist.
 - y. Spa Services.
 - z. Special Event Facility.
 - aa. Theater, Cinema.

3. *Semipublic Uses, Utilities.*

- 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. Vertiport.

- m. Wholesale Establishment.
- n. Wireless Tower.

E. *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.

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

G. *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.

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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)

2.2.17 L-I Industrial.

A. *Permitted Principal Uses.* A property in the L-I 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, Group (home-elderly, children, nursing).
2. *Business Uses.*
 - a. Animal Hospital, small and large animals.
 - b. Art Gallery.
 - c. Athletic Facility.
 - d. Automobile Service and Service Station.
 - e. Automotive Parts.
 - f. Automotive Sales and Leasing.
 - g. Bakery.
 - h. Bank, Savings and Loan.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Broadcasting Studio (radio or TV).
 - m. Builder's Equipment/Material.
 - n. Car Wash.
 - o. Carpenter Shop, Woodworking.
 - p. Carpet and Rug Sales.
 - q. Check Cashing.

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- r. Church, Synagogue.
 - s. Congregate Housing.
 - t. Contractor's Office with and without outside storage.
 - u. Convenience Market with or without gas pumps.
 - v. Dance Studio.
 - w. Day Care Center.
 - x. Discount Store.
 - y. Distillery.
 - z. Drug Store.
 - aa. Dry Cleaning Pick-up Station.
 - bb. Fireworks Sales.
 - cc. Fitness Studio.
 - dd. Funeral Home.
 - ee. Greenhouse, Nursery.
 - ff. Grocery Store.
 - gg. Hardware and Garden Center.
 - hh. Home Improvement Store.
 - ii. Kennel.
 - jj. Laboratory, Research or Commercial.
 - kk. Laundry, Self-Serve, Pick-up.
 - ll. Limousine Service and Taxi.
 - mm. Liquor Store.
 - nn. Massage Therapy (see Sec. 2.7).
 - oo. Nail Salon.
 - pp. Office Building or Office Park.
 - qq. Parking Lot, Commercial.
 - rr. Pawn Shop.
 - ss. Pest Control.
 - tt. Pet Day Care.
 - uu. Pet Grooming.
 - vv. Print Shop.
 - ww. Recreation Facilities, Indoor and Outdoor.
 - xx. Rental Services Establishment with outside storage.
 - yy. Rental Services Establishment without outside storage.
 - zz. Research and Development.
 - aaa. Restaurant.
 - bbb. Restaurant w/ Drive-thru Window.
 - ccc. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - ddd. Retail Establishment, Mixed Sales.
 - eee. Shop or Studio, Craftsman/Artist.
 - fff. Small Appliance Repair Shop.
 - ggg. Smoke Shop and Tobacco Store.
 - hhh. Spa Services.
 - iii. Special Event Facility.
 - jjj. Tattoo Parlor, Body Piercing.
 - kkk. Taxidermist.
 - lll. Theater, Cinema.
 - mmm. Tire Retreading.
3. *Wholesale, Storage and Industrial Uses.*

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- a. Bottled Gas, storage and distribution.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Machine Shop.
 - d. Manufacturing, Light.
 - e. Mini-Warehouse.
 - f. Septic Tank Sales, Construction.
 - g. School, Commercial.
 - h. Storage, Inside and Outside.
 - i. Welding Shop.
 - j. Wholesale Trade Establishment.
4. *Semipublic Uses, Utilities.*
- a. Amphitheater.
 - b. Auditorium.
 - c. Church, Synagogue.
 - d. Heliport, Public/Private.
 - e. Hospital.
 - f. Library.
 - g. Museum.
 - h. Park or Playground.
 - i. Public Building.
 - j. School, Academic.
 - k. Switching Station, Telecom.
- I. Vertiport.
- B. *Accessory Uses.* A property in the L-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. 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 Uses.* 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.
- A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:
- 1.0 *Business Uses.*

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- a. Adult Entertainment Establishment (see Sec. 2.7).
 - b. Boutique Hotel.
 - c. Extended Stay Hotel.
 - d. Golf Driving Range.
 - e. Glass Fabrication.
 - f. Hotel, Hybrid.
 - g. Tire Retreading.

2.0 *Wholesale, Storage and Industrial Uses.*

- a. Asphalt Plant.
- b. Dry Cleaning Plant.
- c. Concrete Plant.
- d. Indoor Shooting Range (see Sec. 2.7).
- e. Junk or Salvage Yard.
- f. Laundry Industrial.
- g. Manufacturing, Heavy.
- h. Recycling Center.
- i. Sawmill.
- j. Sewage Disposal Plant.
- k. Transfer Station.

3.0 *Semipublic Uses, Utilities.*

- a. Airport, public or private.
- b. Power Station.
- c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- d. Wireless Tower.

4.0 *Transfer Station.* Any facility associated with waste or a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

4.1 *General Standards.*

- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
- b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
- c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
- d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
- e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
- f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
- g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
- h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
- i. All solid waste is removed from the transfer station within 24 hours of receipt;
- j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;

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- k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
 - l. The transfer facility must be cleaned at least once every 24 hours;
 - m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
 - n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
 - o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
 - p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
 - q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
 - r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
 - s. The transfer station must have adequate storage space for incoming solid waste;
 - t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received and transported, specifying the origin by hauler and the destination of the solid waste transported daily;
 - u. The facility shall not generate more than 150 total vehicle trips per day;
 - v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
 - w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
 - x. The facility and its operation must be in compliance with GA EPD requirements.
- 4.2 *Additional Permit Application Requirements.*
- a. *Application requirements.* An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) *Regional plan or map.* The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) *Site plan.* The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
 - (3) *Engineering report.* The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all solid waste to be accepted, the maximum time any such waste will be

stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;

- (b) A description of all machinery and equipment, including the design capacity;
- (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
- (d) A description of the facility's drainage system and water supply system; and
- (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

4.3 *Design Standards.* All transfer stations must meet minimum design requirements as follows:

a. *Unloading and loading areas.*

- (1) The unloading area must be adequate in size and design to facilitate efficient unloading from the collection vehicles and the unobstructed movement of vehicles;
- (2) The unloading and loading pavement areas must be constructed of concrete or asphalt paving material and equipped with adequate drainage structures;
- (3) Processing, tipping, sorting, storage, and compaction areas must be located within an enclosed building;
- (4) Provisions must be made for weighing or measuring all solid waste transferred to the facility;
- (5) Sufficient internal storage areas must be provided for incoming solid waste;
- (6) Exhaust removal systems must be installed in enclosed areas; and
- (7) The facility must be designed to accommodate expected traffic flow in a safe and efficient manner.

4.4 *Expansion or Modification of Existing Facilities.* No transfer station facility existing as of 12/06/04 may make modifications which require a permit, make changes that require a permit modification from the GA EPD or increase the square footage of any buildings on site without City Council approval. When reviewing modification or expansion plans, the Council may consider the extent to which the proposed modification or expansion meets the standards established in Sections 4.1 and 4.3, herein; however, any existing buildings which do not meet setback requirements shall be considered non-conforming and shall remain, but may not be expanded with regard to the setback non-conformity pursuant to UDC Sec. 2.4.2.

D. *District Regulations.*

Minimum lot size—one acre.

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—35%.

Maximum Building Height—35 feet.

Development on property over 25 acres in size requires masterplan approval through a Public Hearing process.

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

(Ord. No. 708, § 1, 8-10-2015; Ord. No. 715, § 3, 9-28-2015; Ord. No. 718, §§ 7, 10—12, 12-14-2015; Ord. No. 741, §§ 2, 3, 6-5-2017; Ord. No. 744, §§ 2, 3, 5, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; 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; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.19 SU special use.

A. *Permitted Principal Uses.* A property in the SU district may be used for any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Business Uses.
 - a. Golf, Miniature.
2. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Amphitheater.
 - c. Equestrian Center.
 - d. Fire Station.
 - e. Golf Course, Driving Range.
 - f. Heliport, Public/Private.
 - g. Hospital.
 - h. Library.
 - i. Museum.
 - j. Park or Playground.
 - k. School, Academic.
 - l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

m. Vertiport.

B. *Accessory Uses.* A property in the SU 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. Swimming pool, tennis court, patio and other recreation facilities.
3. Clubhouse, swimming pool, or community recreation facilities serving a development.

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4. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 5. Signs, subject to all of the requirements regulating signage herein.
 6. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the SU 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. Cemetery.
 - b. Church, Synagogue, or other religious institutions.
 - c. Club, association or lodge.
 - d. Power Station.
 - e. Prison.
 - f. Public Building.
 - g. Recreation Facilities, Outdoor.
 - h. Wireless Tower.
- D. *District Regulations.*

Minimum Lot Size—none.

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—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

Screening and buffers—Where a property in this district abuts a residential use or zoning district, a 50 foot wide buffer strip shall be provided along the abutting property lines, in addition to the minimum setback requirements.

(Ord. No. 744, § 6, 7-10-2017; Ord. No. 836, § 1(Exh. A), 10-4-2021)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses 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 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.
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.
- x. Nail Salon.
- y. Office.
- z. Pet Grooming.

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- 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, Public/Private.
- c. Library.
- d. Museum.
- e. Park or Playground.
- f. Public Building.
- g. School, Academic.
- h. Vertiport.

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.

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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 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											M	S					O		X	
Amphitheater												M	S					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											M	S		O	O	S	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												M	S	O	X	X	M	X			M
Asphalt Plant																		O			
Athletic Facility												M	S		O	X	S	X			M
Auditorium	O											M	S	O	O	O	S	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												M				O		X			
Automotive Parts												M			O	X	S	X			
Automotive Service & Service Station												M	S			X	S	X			

Bakery												M	S	O	X	X	M	X			M
Bank, Savings and Loan, Mortgage Company												M	M	X	X	X	M	X			M
Barber/Beauty Shop												M	S	X	X	X	M				M
Bed and Breakfast	X	O	O	O	O						X	M		X	X	X					M
Book Store or Stationery												M	S	A	X	X	M	X			M
Bottle Gas Storage and Distribution																		X			
Boutique Hotel												M	S			O	S	O			M
Bowling Alley												M	S		O	X	S	X			
Brewery												M	S		O	O	M	X			M
Broadcasting Studio (Radio and TV)	O											M	M			X	S	X			
Builder's Equipment/Material	O											M				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	M	M	O	O	O	S	X		O	M
Clinic, Public/Private												M	M	X	X	X	M				M
Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	M	M	O	O	O	S			O	
Concrete Plant																		O			

Congregate Housing, Assisted Living Facility											O	M	M		O	O		X			M
Contractor's Office without outside storage												M	S	X	O	X		X			
Contractor's Office with outside storage												M				O		X			
Convenience Center w/Gas Pumps												M	S			X	S	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	M	S								
Dance Studio												M	S		X	X	M	X			M
Day Care Center												M	M	X	X	X	M	X			M
Discount Store																		X			
Distillery												M	S		O	O	M	X			M
Drug Store (Pharmacy)												M	M		X	X	M	X			M
Dry Cleaning, Pick-Up Station												M	S	O	X	X	S	X			M
Dry Cleaning, Plant																		O			
Dwelling, 'For-Sale', Attached								X		X	X	M					M				M
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		M					M				M
Dwelling, 'For-Rent'											X	M									M
Dwelling, Group											O	M	M		O	O					M
Equestrian Center	O	O	O	O	O							M								X	
Extended Stay Hotel (see Section 2.7)												M	S			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	M									

Farmlands (including Livestock, poultry)	X																			
Fire station												M	S						X	
Fireworks Sales																		X		
Fitness Studio												M	S	O	X	X	S	X		M
Florist, Retail												M	S	O	X	X	M			M
Funeral Homes with no cemetery or mausoleum												M	S		O	O	S	X		
Glass Fabrication																		O		
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	M	M					O		X
Golf, Miniature												M	S		O	O	S			X
Greenhouse, Nursery	O															O	S	X		
Grocery Store												M			O	X	M	X		M
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X					M								
Hardware and Garden Supply Store												M			X	X	M	X		M
Heliport, Public/Private	O											M	M				S	X		M
Home Improvement Store																X	M	X		
Home-Elderly, Children, Nursing											O	M	M		O	O		X		
Hospital												M	M		O	X		X		X
Hotel or Motel												M	S		O	O	S			M
Indoor Shooting Range																		O		
Junk/Salvage Yard																		O		

Kennel	O																	X			
Laboratory, Research Commercial												M	S					X			
Laundry, Industrial												M						O			
Laundry, Self-Serve, Pick-Up												M			X	X	M	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												M	S		O	X	M	X			M
Locker, Frozen Food or Cold Storage												M						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												M	S					X			
Massage Therapy																O		X			
Medical Cannabis or Marijuana Dispensary																		O			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												M	M		X	X	S	X		X	M
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	
Public Building											M	M	O		O	O	S	X		O	M
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)											M	M			O	O	S	X			M
Recreational Facilities, Outdoor											M	M			O	O	S	X			M
Recycling Center																		O			
Rental Services Establishment without outside storage											M				O	X	M	X			
Rental Services Establishment with outside storage																		X			
Research and Development											M	M						X			
Restaurant											M	S	O		X	X	M	X			M
Restaurant w/Drive-thru window											M	S			O	X	M	X			

Retail Establishment												M	S	A	X	X	M	X			M
Retail Establishment (Mixed Sales)												M			O	X	M	X			
Sawmill																		O			
School, Academic												M	M	O	X	X	S	X		X	M
School, Commercial (Beauty, Business)												M	S	O	X	X	S	X			M
Septic Tank, Sales, Construction																		X			
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												M		O	X	X	S	X			
Short-Term Rental	X	X	X	X	X	X	X	X	X	X	X	M									M
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												M	S	O	O	O	S	X			M
Special Event Facility	O											M	M		O	O	S	X			M
Storage, Inside																		X			
Storage, Outside																		X			
Switching Station (Telecom)												M						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	X			
Theater, Cinema												M	M		O	O	S	X			M
Tire Retreading																		O			

Transfer Station																		O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	M	S	O	O	O	S	O	O	X	
<u>Vertiport</u>												<u>M</u>	<u>M</u>				<u>M</u>	<u>X</u>		<u>X</u>	<u>M</u>
Welding Shop																		X			
Wholesale Establishment												M					S	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O											M	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; Ord. No. 881, § 1 (Exh. A), 1-6-2025; Ord. No. 882, § 2, 1-6-2025)

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

EXHIBIT C



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 beer, 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.

Grocery store means a retail establishment that has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items and conducts all of its sales inside the building containing its retail floor space.

Housing authority property means any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law."

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.

Public park means a government-owned or government operated park that is habitually used for recreation purposes, including all facilities, buildings, stands, concession areas, grounds, fields, playgrounds, parking lots, trails, greenspaces, and greenways. Public park includes areas of the City of Alpharetta's Greenway system and the AlphaLoop.

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 door of the building of a church, government-owned treatment center or a retail package store;
- (4) 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 any school grounds or college campus, unless the package store is a grocery store as defined in section 4-1.
- ~~(5)~~ Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (6) 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~~
- (7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits;
- ~~(8)~~ Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein; or

~~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, with or without 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 any church, shrine, [or] chapel used exclusively for religious services;
 - ~~(4)~~ Within 600 feet of any school grounds or college campus;

- ~~(5) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;~~
- ~~(6) 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;~~
- ~~(7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or~~
- ~~(8) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein.~~
- ~~(d) No retailer selling alcoholic beverages for consumption on the premises may sell or offer to sell alcoholic beverages:~~
 - ~~(1) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein; or~~
 - ~~(2) Within 300 feet of any housing authority property.~~

~~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.~~

~~(e) 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) 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 4-49(b)(2) 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:

- (2) Eating establishments, as defined in section 4-1, may sell wine and/or beer by the package for off-premises consumption, provided that the sale of wine and/or beer for off-premises consumption is an ancillary function of the eating establishment. Notwithstanding the foregoing, the sales of wine and/or beer by the package for off-premises consumption shall not be used in calculating the total ~~annual~~ **monthly** gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1, however, all sales of wine and/or beer sold for off premises consumption shall be notated on the monthly alcohol compliance form; and

Section 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 12. 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: _____

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



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: September 8, 2025

AGENDA ITEM:

Property Damage Only Release: City of Alpharetta, Sean Alpeter, and Allstate Property and Casualty Insurance

Consideration of approval of a Property Damage Only Release between the City of Alpharetta, Sean Alpeter, and Allstate Property and Casualty Insurance Company for an incident that occurred on or about July 9, 2024 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Property Damage Only Release between the City of Alpharetta, Sean Alpeter, and Allstate Property and Casualty Insurance Company for an incident that occurred on or about July 9, 2024 and with authorization 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:

This is Property Damage Only Release is related to an accident that occurred on July 9, 2024, which resulted in some damage to City property. Specifically, during a medical incident, a driver lost control of their vehicle and damaged the mast arm/traffic signal at Windward Parkway and Marconi Drive.

Allstate is offering the value of a temporary arm plus the replacement, less \$2,032.50 for depreciation, making the total payment to the City \$53,667.50 in exchange for the approval of the attached release.

ALTERNATIVES:

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

ATTACHMENTS:

1. Allstate Claim Release Form
2. Invoice
3. Invoice Replacement Cost

PROPERTY DAMAGE ONLY RELEASE

For the sole and only consideration of Fifty-three thousand six hundred sixty-seven dollars and fifty cents Dollars (\$53,667.50), the receipt of which is hereby acknowledged, I **discharge any and all property damage claims** which City of Alpharetta may have against Sean Alpeter, his or her heirs, executors, administrators, agents, and assigns, and all other persons, firms or corporations and Allstate Property and Casualty Insurance Company for property damage suffered by me arising from a vehicle collision which occurred on or about 9th day of July 2024 at or near Alpharetta, GA

I hereby acknowledge and agree that it is the purpose and intent of this instrument to constitute a full and final settlement of all property damage claims I may have arising from the said accident up to and including the date hereof.

I understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for property damages that I have heretofore asserted or that I or my personal representative might hereafter assert because of the said accident.

This Release expressly reserves to all other rights to pursue legal remedies against the other, except as to the property damage of City of Alpharetta.

The undersigned hereby acknowledges this is written notice that this settlement does not include written consent of any releasee and any releasee is not precluded from the further assertion of claims against third parties hereby released.

Signed and sealed this _____ day of _____, 20____.
(Caution - Read Before Signing)

Signature (Seal)

Name printed (Seal)

Witnessed by:

(NOTARY completes section below)

State of _____
County of _____

On this _____ day of _____, 20____ before me personally appeared _____
_____ to me known
to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires _____

Notary Public

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

TO OWNER: PROJECT: Woodward Pkwy @ Marconi Dr
City of Alpharetta Emergency Response
1790 Hembree Rd
Alpharetta, GA 30009
FROM CONTRACTOR: VIA ARCHITECT:
GTG Traffic Signals, LLC
4195 JVL Industrial Park Drive
Marietta, GA 30066
CONTRACT FOR:

APPLICATION NO 1
INVOICE NO: 24025.01
PERIOD TO: 7/10/2024
PROJECT NOS: 24025
CONTRACT DATE 7/9/2024

Distribution to:

	OWNER
	ARCHITECT
X	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

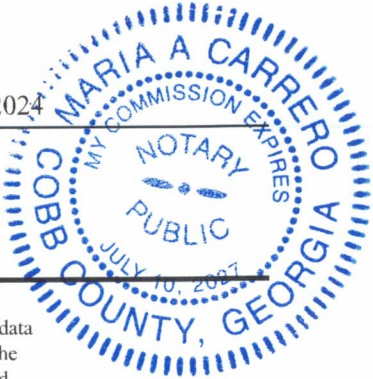
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	15,050.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	15,050.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	15,050.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$0.00	
b. % of Stored Material (Column F on G703)	Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	15,050.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	15,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GTG TRAFFIC SIGNALS, LLC

By: Daniel Green Date: 07/19/2024
State of: Georgia County of: Cobb
Subscribed and sworn to before me this 19th day of July 2024
Notary Public: [Signature]
My Commission expires: 06/10/2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 7/10/2024
PERIOD TO: 7/10/2024
PROJECT NO: 24025

A	B	C-1	C-2	C-3	C-4	D	E-1	E-2	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	UNITS	QUANTITY	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)
	LABOR (INCLUDES LINE TRUCK/ BUCKET TRUCKS/ PICKUP TUCKS/ LIGHT TOWER)	EA	50.00	\$ 215.00	\$ 10,750.00	\$ -	50.00	\$ 10,750.00	\$ -	\$ 10,750.00	100.00%	\$ -
	30 FT TIMBER POLE	EA	1.00	\$ 800.00	\$ 800.00	\$ -	1.00	\$ 800.00	\$ -	\$ 800.00	100.00%	\$ -
	SPAN/ 7 CONDUCTOR/ SIGNAL HEADS/ MISC	LS	1.00	\$ 1,000.00	\$ 1,000.00	\$ -	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -
	EMERGENCY RESPONSE	LS	1.00	\$ 2,500.00	\$ 2,500.00	\$ -	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100.00%	\$ -
GRAND TOTALS					\$15,050.00	\$0.00		\$15,050.00	\$0.00	\$15,050.00	100%	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Bill To
PUBLIC WORKS
1790 HEMBREE ROAD
ALPHARETTA, GA 30009

Purchase Order

Fiscal Year 2025 Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **25000724**

Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.

Vendor

NORTH CHEROKEE ELECTRICAL, INC.
PO BOX 4098
CANTON, GA 30114

Ship To

PUBLIC WORKS
1790 HEMBREE ROAD
ALPHARETTA, GA 30009

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				250820	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
04/18/2025	1839				PUBLIC WORKS
NOTES					

TRAFFIC SIGNAL MAINTENANCE AND REPAIR

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC SIGNAL MAINTENANCE AND REPAIR- 1 MAST ARM POLE WITH FOUNDATION, HYDROVAC POLE FOUNDATION, INSTALL NEW CABLE FOR POLE CABINET, INSTALL CITY SUPPLIED SIGNAL HEADS, HARDWARE AND SIGNS- WINDWARD PKWY @ MARCONI DRIVE. Commodity Code: 96883000000 TRAFFIC SIGNAL MAINTENANCE AND REPAIR	40,650.0	DOL	\$1.00	\$40,650.00
GL SUMMARY					

60015550 - 552203 \$40,650.00

Total Ext. Price	\$40,650.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$40,650.00

Chonae J. Harris
Director of Finance



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: September 8, 2025

AGENDA ITEM:

Fiscal Year 2026 GDOT Local Maintenance and Improvement Grant

Consideration of adoption of a resolution authorizing the submittal of a Fiscal Year 2026 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a resolution authorizing the submittal of a Fiscal Year 2026 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$234,348.54

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Milling and Resurfacing 30141100 541410 C1219	\$234,348.54

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Georgia Department of Transportation (GDOT) has begun accepting applications for the Fiscal Year 2026 Local Maintenance and Improvement Grant (LMIG) Program.

Per GDOT guidelines, the following projects are allowable under the LMIG program:

- Preliminary engineering (including engineering for right-of-way plans and utility plans)
- Construction supervision and inspection
- Utility adjustments or replacement
- Patching, leveling, and resurfacing a paved roadway
- Grading, drainage, base, and paving existing or new roads
- Replacing storm drain pipes or culverts
- Intersection improvements
- Turn lanes
- Bridge repair or replacement
- Sidewalk adjacent (within right-of-way) to a public road or street
- Roadway signs, striping, and guardrail installation
- Signal installation or improvement
- Aggregate surface course for dirt road maintenance

The following projects are not eligible for LMIG funds:

- Right-of-way acquisition
- Street lighting
- Beautification and streetscapes
- Walking trails and tracks
- Landscaping
- Administrative services

The LMIG budget for FY 2026 is based on the collection of motor fuel taxes from FY 2025. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city/ county as compared with the total statewide centerline road miles and total statewide population. LMIG funds can be escrowed by the local government for a maximum of three fiscal years for the construction of larger projects, but GDOT expects the vast majority of the projects to be completed within the fiscal year of the grant. All LMIG projects must be completed as soon as possible, but substantially complete within three years from the date of the LMIG application. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government.

The City of Alpharetta was allocated \$781,161.80 through the fiscal year 2026 Local Maintenance and Improvement Grant (LMIG) program. There is a match requirement of 30% for this grant. The City must add \$234,348.54 of funding towards this project, for a total of \$1,015,510.34. This match is currently budgeted in the Public Works capital budget under milling and resurfacing.

The Public Works Department proposes to use the FY2026 LMIG allocation and match to fund milling and resurfacing of approximately 8.18 lane miles of City-maintained roads. A list of proposed roads, description of work, length, and cost associated are provided as an attachment to this request.

ALTERNATIVES:

Do not approve LMIG grant application and subsidize milling and resurfacing funding with capital accounts and/or remove roads from the FY 26 Milling and Resurfacing project list.

ATTACHMENTS:

1. LMIG Combined Documents
2. Contract Routing Form LMIG
3. LMIG cover letter
4. LMIG Resolution



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

July 2th, 2025

Chartrae Kent
District State Aid Coordinator
Georgia Department of Transportation, District 7 5025 New Peachtree Road
Chamblee, Georgia 30341

Re: FY 2026 Local Maintenance and Improvement Grant Application

The City of Alpharetta appreciates the opportunity to apply for funding through the FY 2026 Local Maintenance and Improvement Grant Program.

Please find enclosed the City of Alpharetta's LMIG application. For this particular offering, the City is planning to use the awarded amount to supplement the funding we have allocated in the City's FY 2026 Capital Budget for milling and resurfacing of select paved City roadways. The list and data on the specific roadways have been uploaded to the GDOT Grants website.

All of last year's LMIG roads have been resurfaced. We are currently obtaining the documentation to close out Fiscal Year 2025.

Should you have any questions regarding this application, please contact Josh Chance in our Public Works Department at 678-297-6234 or by email at Jchance@alpharetta.ga.us.

Sincerely,

Jim Gilvin Mayor
City of Alpharetta

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2026
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Jim Gilvin (Name), the Mayor (Title), on behalf of The City Of Alpharetta (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), Immigration Sanctuary Policies; prohibition; penalties (O.C.G.A. § 36-80-23), and the Local Government Budgets and Audits Act (O.C.G.A. § 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment Act (TIA) (O.C.G.A. § 48-8-240).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a project shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL (required):

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20____.

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC SEAL (required):

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

GDOT District	County	City	Total Mileage*	Population**	2024 LMIG Formula Amount	2025 LMIG Formula Amount	2026 LMIG Formula Amount	Required LMIG Match
6	FANNIN	MORGANTON	4.73	297	\$ 7,577.70	\$ 7,721.17	\$ 8,759.46	30%
3	FAYETTE	(UNINCORPORATED)	508.00	54,344	\$ 950,853.04	\$ 969,141.51	\$ 1,096,550.28	30%
3	FAYETTE	BROOKS	12.25	575	\$ 18,456.48	\$ 18,808.61	\$ 21,337.96	30%
3	FAYETTE	FAYETTEVILLE	95.86	20,083	\$ 234,928.76	\$ 241,248.84	\$ 275,132.60	30%
3	FAYETTE	PEACHTREE CITY	197.12	40,193	\$ 457,385.39	\$ 469,362.09	\$ 558,099.52	30%
3	FAYETTE	TYRONE	70.05	7,949	\$ 133,365.64	\$ 136,286.30	\$ 154,367.41	30%
3	FAYETTE	WOOLSEY	-	207	\$ 1,257.68	\$ 1,278.13	\$ 1,436.68	30%
6	FLOYD	(UNINCORPORATED)	784.99	60,798	\$ 1,325,012.26	\$ 1,352,670.24	\$ 1,533,588.68	30%
6	FLOYD	CAVE SPRING	11.46	1,204	\$ 21,288.09	\$ 21,693.67	\$ 24,584.80	30%
6	FLOYD	ROME	239.35	38,111	\$ 523,045.67	\$ 532,947.22	\$ 603,451.20	30%
1	FORSYTH	(UNINCORPORATED)	1,237.20	263,416	\$ 3,031,273.89	\$ 3,130,330.18	\$ 3,580,227.19	30%
1	FORSYTH	CUMMING	37.26	9,471	\$ 89,712.05	\$ 93,881.37	\$ 118,497.01	30%
1	FRANKLIN	(UNINCORPORATED)	445.10	18,066	\$ 653,119.30	\$ 663,742.56	\$ 755,691.20	30%
1	FRANKLIN	CARNESVILLE	8.28	718	\$ 13,717.98	\$ 14,728.48	\$ 16,708.54	30%
1	FRANKLIN	FRANKLIN SPRINGS	9.10	1,167	\$ 17,981.56	\$ 18,500.00	\$ 20,986.01	30%
1	FRANKLIN	LAVONIA	26.20	2,167	\$ 45,273.69	\$ 45,982.31	\$ 52,141.74	30%
1	FRANKLIN / HART	CANON	13.30	690	\$ 20,265.23	\$ 20,718.57	\$ 23,623.01	30%
1	FRANKLIN / HART / MADISON	ROYSTON	25.72	2,670	\$ 47,660.00	\$ 48,445.57	\$ 54,953.07	30%
7	FULTON	(UNINCORPORATED)	4.81	723	\$ 13,994.41	\$ 10,408.20	\$ 11,829.39	30%
7	FULTON	ALPHARETTA	222.98	67,056	\$ 676,316.63	\$ 693,743.25	\$ 781,161.80	30%
7	FULTON	CHATTAHOOCHEE HILLS	116.36	3,361	\$ 161,086.92	\$ 165,366.15	\$ 188,103.93	30%
7	FULTON	EAST POINT	164.70	38,115	\$ 434,253.39	\$ 442,623.14	\$ 497,767.36	30%
7	FULTON	FAIRBURN	97.30	16,661	\$ 218,279.52	\$ 224,198.83	\$ 253,421.47	30%
7	FULTON	HAPEVILLE	31.56	6,691	\$ 78,500.28	\$ 80,003.38	\$ 91,130.73	30%
7	FULTON	JOHNS CREEK	226.68	81,108	\$ 778,157.37	\$ 792,142.39	\$ 883,928.94	30%
7	FULTON	MILTON	181.16	41,383	\$ 473,376.32	\$ 484,514.29	\$ 543,757.79	30%
7	FULTON	ROSWELL	353.05	91,706	\$ 996,483.72	\$ 1,014,741.66	\$ 1,136,436.22	30%
7	FULTON	SANDY SPRINGS	300.60	105,793	\$ 1,021,911.35	\$ 1,040,716.61	\$ 1,159,932.46	30%
7	FULTON	SOUTH FULTON	580.99	110,920	\$ 1,373,616.18	\$ 1,411,772.72	\$ 1,592,575.58	30%
7	FULTON	UNION CITY	88.68	27,832	\$ 275,450.35	\$ 282,964.71	\$ 318,746.79	30%
7	FULTON / CHEROKEE	MOUNTAIN PARK	7.84	572	\$ 13,119.88	\$ 13,376.40	\$ 15,072.15	30%
7	FULTON / CLAYTON	COLLEGE PARK	75.27	13,867	\$ 176,793.90	\$ 179,894.54	\$ 202,833.17	30%
7	FULTON / COWETA	PALMETTO	44.67	5,021	\$ 85,620.71	\$ 87,153.84	\$ 98,105.16	30%
7	FULTON / DEKALB	ATLANTA	1,439.68	510,823	\$ 4,791,176.36	\$ 4,879,603.49	\$ 5,584,080.94	30%

FY 2026 Local Road Assistance Administation fund
City of Alpharetta

LMIG Roads

	Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
1	Harris rd	Upper Hembree to Cul de sac	0.95	Mill existing asphalt; 2.0 inches; full width. Inlay asphalt 2.0 inches of 12.5mm superpave.	\$183,748	Work expected to begin September 2025. Expected completion of June 2026.
2	Newport Bay Passage	Douglas Road to Cul De Sac	0.22	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$48,181	Work expected to begin September 2025. Expected completion of June 2026.
3	Landings Chase	Newport bay passage to cul de sac	0.20	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$26,389	Work expected to begin September 2025. Expected completion of June 2026.
4	Clairmont Ave	Cumming street to end	0.76	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$120,338	Work expected to begin September 2025. Expected completion of June 2026.
6	Claireborne Drive	Clairmont ave to clairview Street	0.43	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$61,017	Work expected to begin September 2025. Expected completion of June 2026.
7	Clairview Street	Clairborne Drive to cul de sac	0.08	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$119,425	Work expected to begin September 2025. Expected completion of June 2026.
9	Clairmeade Trail	Clairview street to cul de sac	0.07	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$21,583	Work expected to begin September 2025. Expected completion of June 2026.
10	Hopewell plantation Drive	Cogburn to City limts	1.18	Mill existing asphalt; 3.0 inches; full width. Soil Cement 10" Inlay asphalt 2.0 inches of 12.5mm superpave.	\$321,465	Work expected to begin September 2025. Expected completion of June 2026.

FY 2026 Local Road Assistance Administation fund
City of Alpharetta

LMIG Roads

	Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
11	Abernathy Oaks Way	Hopewell plantation drive to cul de sac	0.38	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$44,635	Work expected to begin September 2025. Expected completion of June 2026.
12	Mae Lane	Rucker road to cul de sac	0.36	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$52,616	Work expected to begin September 2025. Expected completion of June 2026.
13	Mamie Court	Mae Lane to Cul de sac	0.03	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$11,716	Work expected to begin September 2025. Expected completion of June 2026.
14	Timberline Place	Webb Bridge road to Cul de sac	1.00	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$130,591	Work expected to begin September 2025. Expected completion of June 2026.
15	Breckenridge Court	Eyebrow Cul De Sacs	0.60	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$102,804	Work expected to begin September 2025. Expected completion of June 2026.
16	Tahoe Pines Way	Breckenridge Court to Cul De Sac	0.29	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$47,044	Work expected to begin September 2025. Expected completion of June 2026.
17	Tamarack Court	Tahoe Pines Way to Cul De Sac	0.08	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$46,131	Work expected to begin September 2025. Expected completion of June 2026.
18	Kingsport Drive	Harris rd to cul de sac	0.42	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$61,389	Work expected to begin September 2025. Expected completion of June 2026.

FY 2026 Local Road Assistance Administation fund
City of Alpharetta

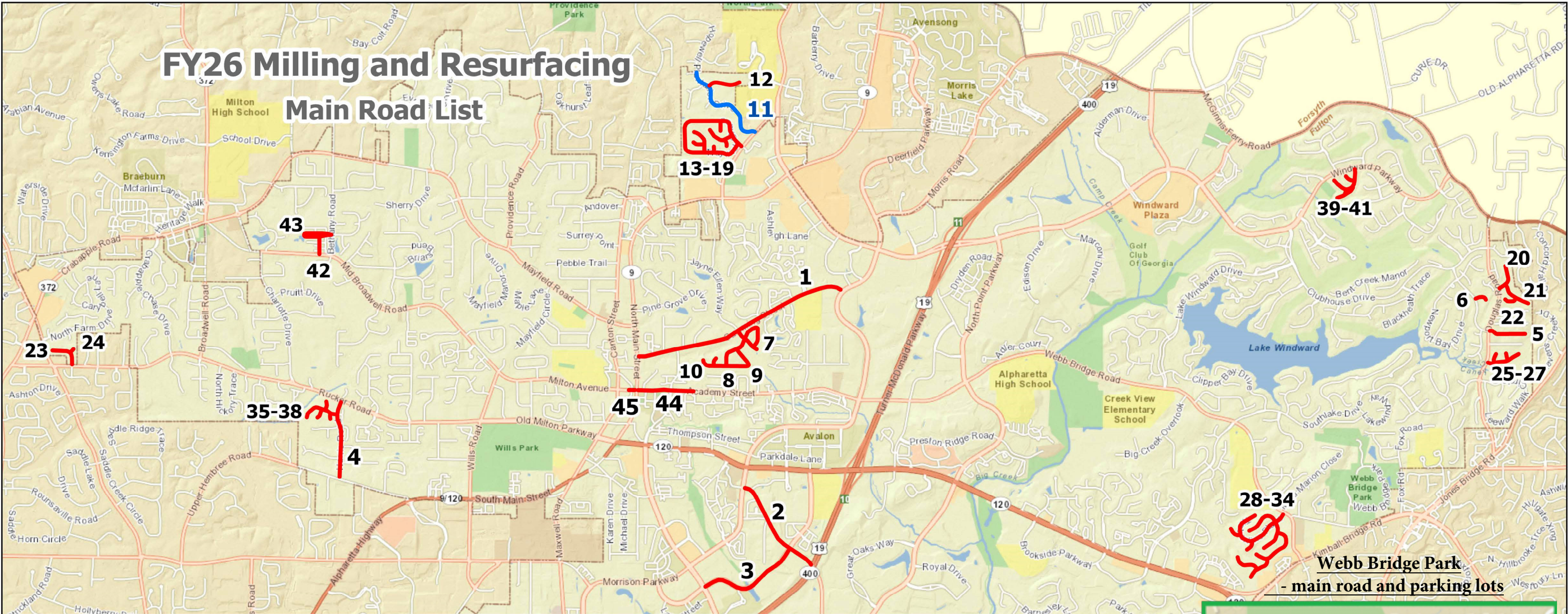
LMIG Roads

	Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
19	portsmouth court	kingsport drive to cul de sac	0.10	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$18,594	Work expected to begin September 2025. Expected completion of June 2026.
20	Graystone Crossing	Windward parkway to cul de sac	0.53	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$70,510	Work expected to begin September 2025. Expected completion of June 2026.
21	Graystone terrace	Graystone crossing to cul de sac	0.15	Mill existing asphalt; 1.5 inches; full width. Inlay asphalt 1.5 inches of 9.5mm superpave.	\$22,469	Work expected to begin September 2025. Expected completion of June 2026.
22	Academy Street	SR 9 to Loxford Lane	0.35	Mill existing asphalt; 2.0 inches; full width. Inlay asphalt 2.0 inches of 12.5mm superpave.	\$204,793	Work expected to begin September 2025. Expected completion of June 2026.
23						

Est. Total: \$1,715,438

FY 26 LMIG Award	\$	781,161.80	
30% City Match	\$	234,348.54	
Total	\$	1,015,510.34	Costs over this amount will be funded by the City of Alpharetta.

FY26 Milling and Resurfacing
Main Road List



	Locations	Extents
1	Cumming Street	Hwy 9 to Westside Pkwy
2	Kimball Bridge Road	Ga 400 to Westside Pkwy
3	Northwinds Pkwy	Haynes Bridge Road to Kimball Bridge Road
4	Harris Road	Upper Hembree Road to Rucker Road
5	Newport Bay Passage	Douglas Road to Cul de Sac (Eastside)
6	Landings Chase	Newport Bay Passage to Cul de Sac
7	Clairmont Ave	Cumming Street to end
8	Claireborne Drive	Clairmont Ave to Clairview Street
9	Clairview Street	Clairborne Drive to Cul de Sac
10	Clairmeade Trail	Clairview Street to Cul de Sac
11	Hopewell Plantation Drive (Soil Cement)	Cogburn Road to City limits
12	Abernathy Oaks Way	Hopewell Plantation Drive to Cul de Sac
13	Traywick Chase	Cogburn Road to end
14	Christer Court	Traywick Chase to Cul de Sac
15	Relais Trace	Traywick Chase to Cul de Sac
16	Aidan Park	Relais Trace to Cul de Sac
17	Kinner Circle	Traywick Chase to Cul de Sac
18	Tammany Pt	Traywick Chase to Cul de Sac
19	Westre Way	Tammany Point to Cul de Sac
20	Huntington Trace	Douglas Road to Cul de Sac
21	Huntington Trace Lane	Huntington Trace to Cul de Sac
22	Huntington Downs	Huntington Trace Lane to Cul de Sac

23	Mae Lane	Rucker Road to Cul de Sac
24	Mamie Court	Mae Lane to Cul de Sac
25	Leeward Run Drive	Douglas Road to Cul de Sac
26	Leeward Run Court	Leeward Run Drive to Cul de Sac
27	Creek Run Court	Leeward Run Drive to Cul de Sac
28	Timberline Place	Webb Bridge Road to Cul de Sac
29	Breckenridge Lane	Cul de Sac to Cul de Sac
30	Tahoe Pines Circle	Timberline Place to Cul de Sac
31	Tamarack Way	Timberline Place to Cul de Sac
32	Breckenridge Court	Breckenridge Lane to Cul de Sac
33	Tahoe Pines Way	Breckenridge Court to Cul de Sac
34	Tamarack Court	Tahoe Pines Way to Cul de Sac
35	Kingsport Drive	Harris Road to Cul de Sac
36	Portsmouth Court	Kingsport Drive to Cul de Sac
37	Kingspring Court	Kingsport Drive to Cul de Sac
38	Kingsworth Way	Kingsport Drive to Cul de Sac
39	Graystone Crossing	Windward Parkway to Cul de Sac
40	Graystone Terrace	Graystone Crossing to Cul de Sac
41	Graystone Way	Graystone Crossing to Cul de Sac
42	Needham Street	Mid Broadwell Road to Lunsford Circle
43	Lunsford Circle	Bethany Road to end
44	Academy Street	Highway 9 to Loxford lane
45	Milton Ave	Highway 9 to paver crosswalk





Contract Routing Form

PLEASE ATTACH THIS FORM TO ALL CONTRACTS FOR EXECUTION

DATE: 7/2/2025 CONTRACTING DEPARTMENT: Public Works

FINANCE CONTACT: Beth Rucker and Debora Westbrook

CONTRACT NUMBER (use bid or RFP# unless otherwise noted): LMIG Application

CONTRACT NAME: Georgia Department of Transportation Local Maintenance And Improvement Grant Application funds FY 26

Responsible Party	Description	Initials & Date Received	Action to be Taken	Date Sent
Finance	Collect (scan if needed) all contract backup documents (agenda item, summary, quote/bid documents, etc.)		Email to Legal with copy of this form	
Legal	Create Contract		Email/mail to Contractor with a request for three (3) Contract Originals to be signed by the Contractor and returned to Legal	
Legal	Receive signed originals from Contractor		Approve as to form and Forward all Originals to City Clerk	
City Clerk	Facilitate Department Director's and Mayor's approval/ signature of all Originals		Forward all Originals to Finance (Purchasing)	
Finance	Retain one Original for Finance records		(Finance- Note Final Routing)	

Notes for contract routing:

Please sign the cover letter and FY2026 LMIG Application. The LMIG Application must be signed by the mayor and have the city's seal. It must also be notarized. Application is due to GDOT by February 1, 2026. Return signed documents to Josh Chance.

Revised June, 2015



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

July 2th, 2025

Chartrae Kent
District State Aid Coordinator
Georgia Department of Transportation, District 7 5025 New Peachtree Road
Chamblee, Georgia 30341

Re: FY 2026 Local Maintenance and Improvement Grant Application

The City of Alpharetta appreciates the opportunity to apply for funding through the FY 2026 Local Maintenance and Improvement Grant Program.

Please find enclosed the City of Alpharetta's LMIG application. For this particular offering, the City is planning to use the awarded amount to supplement the funding we have allocated in the City's FY 2026 Capital Budget for milling and resurfacing of select paved City roadways. The list and data on the specific roadways have been uploaded to the GDOT Grants website.

All of last year's LMIG roads have been resurfaced. We are currently obtaining the documentation to close out Fiscal Year 2025.

Should you have any questions regarding this application, please contact Josh Chance in our Public Works Department at 678-297-6234 or by email at jchance@alpharetta.ga.us.

Sincerely,

Jim Gilvin Mayor
City of Alpharetta

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY ADMINISTRATOR
CHRIS LAGERBLOOM



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO SUBMIT A FISCAL YEAR 2026 LOCAL MAINTENANCE AND IMPROVEMENT GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Georgia Department of Transportation made available funding under the Fiscal Year 2026 Local Maintenance and Improvement Grant (LMIG); and

WHEREAS, such funding may be used to fund transportation improvement projects such as adding turn lanes, milling and resurfacing, or repairing bridges; and

WHEREAS, the Georgia Department of Transportation has allocated the City of Alpharetta \$ 781,161.80 Supplemental for Fiscal Year 2026 through the program's funding allocation formula; and

WHEREAS, the City of Alpharetta is not required to match funding for the project; and

WHEREAS, the City of Alpharetta desires to use this funding to complete milling and resurfacing along Twenty-Two roads in the City and evidence authorizing the acceptance of said application is required and is provided.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- The submission of the Fiscal Year 2026 Supplemental Local Maintenance and Improvement Grant is hereby approved; and
- The Mayor is hereby authorized to execute the necessary award package with directives under the Local Maintenance and Improvement Grant Program.

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



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: September 8, 2025

AGENDA ITEM:

Invitation to Bid 26-001: Fiscal Year 2026 Milling and Resurfacing

Consideration of approval to award Invitation to Bid 26-001 to Triple R Paving for an amount totaling \$4,016,796.73 for the Fiscal Year 2026 Milling and Resurfacing Project with approval of the associated contract and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please approve the award of Invitation to Bid No. 26-001 to Triple R Paving for an amount totaling \$4,016,796.73 for the FY 2026 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$4,016,796.73

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
FY 2026 LMIG Grant (34041100-541410-G2601)	\$781,162
FY 2026 LMIG Grant Match (30141100-541410-G2601; transfer from Milling & Resurfacing account 30141100-541410-C1219))	\$234,349
FY 2026 LRA Grant (34041100-541410-G2600)	\$576,107
Milling and Resurfacing (Capital Project Fund; 30141100-541410-C1219)	\$479,269
Milling and Resurfacing (TSPLOST 2 Fund; 33641100-541410-C1219)	\$1,787,910
Striping and Signage (TSPLOST 2 Fund; 33641100-541410-C1215)	\$158,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
FY 2026 LMIG Grant (34041100-334310-G2601)	\$781,162
-	\$0.00
-	\$0
-	\$0.00
-	\$0.00
-	\$0.00

ITEM DESCRIPTION:

The City of Alpharetta maintains over 550 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic volumes.

Public Works utilizes the services of a third party to drive city-maintained streets to evaluate roadway conditions. Each road is inspected for various criteria: patching, rutting, longitudinal cracks, etc. The objective was to collect accurate data and information about the City's road inventory and surface conditions that would allow the City's staff to optimize their plan for road network repair and rehabilitation under budget constraints. After entering last year's milling and resurfacing, data was put into the system and our current average Pavement Condition Index (P.C.I.) score is 75.6. This score places the City in the good classification. A score below 75 would place the City

in the fair classification. The information collected during past inspections, in conjunction with historical repair, rehabilitation information, and traffic information, helps the City make consistent and cost-effective decisions for roadway preservation. Based on these ratings, 44 locations adding up to 23 lane miles were included in the annual offering. One road due to insufficient/failing subgrade will be treated with soil cement. Soil cement is a process in which the asphalt, subgrade, and soil are pulverized on-site and mixed with cement to create a new subgrade. The new subgrade is extremely rigid, durable, and strong. Then a new asphalt surface is placed over the new subgrade. This process takes less time than conventional roadway construction. Webb Bridge Park parking lots will also be resurfaced as part of this contract. The Webb Bridge Park parking lots have significant degradation and are currently in need of resurfacing.

The Department of Public Works prepared a request for bids (ITB 26-001) for the FY 26 Milling and Resurfacing road list. The City advertised for competitive bids on June 12th, 2025. Bids for the project were received on July 17th, 2025, and the City received a total of ten bids from the following:

Contractor Name	Total With Alternate	Total Without Alternate
Triple R Paving	\$4,016,796.73	\$3,858,796.73
Summit Construction & Development LLC	\$4,057,069.92	\$3,954,163.82
C.W. Matthews	\$4,063,641.22	\$3,977,886.22
Surface Masters	\$4,114,107.99	\$3,808,457.99
Allied Paving Contractors, Inc.	\$4,188,334.05	\$4,028,334.05
Bartow Paving	\$4,283,506.34	\$4,047,506.34
Blount Construction Company, LLC	\$4,384,028.71	\$4,234,064.71
South Georgia Milling	\$4,391,463.66	\$4,131,463.66
Vertical Earth	\$4,536,097.80	\$4,141,349.80
Baldwin Paving	\$4,539,280.60	\$4,442,171.35

An Add Alternate cost option was included in the bid documents schedule of items for permanent roadway striping. Triple R Pavings cost for the Alternate was \$158,000.00, resulting in the lowest submitted total bid. Included within the scope of work is the resurfacing of Academy Street and revising the striping along Academy Street, predominately in front of City Center. The restriping will improve sight lines coming out of Market Street by enabling vehicles to approach closer to the roadway. Additionally, there has been an ongoing issue of commercial delivery vehicles parking in the middle of Academy Street. The restriping restricts commercial vehicles to park in the middle of the road.

The apparent low bidder, Triple R Paving, recently completed the Roswell Street paving improvements that were part of the Roswell Street enhancements Capital Project. Triple R Paving has performed milling and resurfacing within the Metro Atlanta area, and provided references came back with positive feedback relating to communication, schedule, quality of work and professionalism.

On August 22nd, staff spoke with representatives of Triple R Paving to review the scope of work and the City's expectations. Triple R Paving assured staff that they could complete the project for the bid amount and within the allocated timeframe. Thus, Public Works staff determined Triple R Paving to be the lowest responsive and responsible bidder.

As this is a unit price contract, progress payments to the contractor will be based on the quantity of work completed for each item per the values submitted by the contractor in its bid to the City. The City's representative will verify the quantity is correct prior to approving the payment.

ALTERNATIVES:

Do not approve funding

Do not approve funding with add alternate and bid permanent striping separately.

ATTACHMENTS:

1. ITB 26-001 TRIPLE R PAVING-CONTRACT
2. ITB 26-001 REVISED PRELIMINARY BID TAB-INCLUDING ALTERNATE
3. TRIPLE R PAVING SUBMISSION DOCS
4. FY 26 Road list_Historic M&R Cost_Road Ratings
5. Milton Ave Academy St Restriping_no parking spaces
6. Milton Ave Academy Restriping_with parking spaces

**CONTRACT AGREEMENT
FY26 MILLING & RESURFACING
(INVITATION TO BID NO. 26-001)**

THIS AGREEMENT made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **TRIPLE R PAVING & CONSTRUCTION, LLC.**, a Georgia limited liability company, with its principal office located at 5353 N. Lake Drive, Morrow, GA, 30260 (hereinafter, "CONTRACTOR").

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

FY26 MILLING & RESURFACING includes, but is not limited to, furnishing of all materials, labor, and equipment for the complete construction including, but not limited to, maintaining traffic control measures, milling existing pavement, installing tack coat, installing asphaltic concrete surface course, installing soil cement, performing cleanup, and related work at the specified locations and in accordance with the construction specifications detailed in the solicitation and contract documents referenced hereinbelow.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions set forth in ITB No. 26-001), CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Bid and as finally awarded by the City for a total sum not to exceed **FOUR MILLION, SIXTEEN THOUSAND, SEVEN HUNDRED NINETY-SIX DOLLARS AND SEVENTY-THREE CENTS. (\$4,016,796.73)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 26-001, CONTRACTOR'S Bid, the General Conditions, including the Standard Specifications as modified by the Supplemental Specifications, the Special Provisions, including any technical specifications for the Project, the Plans and Specifications, including all explanatory matter thereof, and the other Contract Documents as enumerated in Section 101.16 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract (the "Work").

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

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract which breach remains uncured after ten (10) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

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

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

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

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

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to completion, and fully complete the Work **by June 30, 2026**.

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

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

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form and Legal Sufficiency:

Jeff M Strickland, City Attorney

TRIPLE R PAVING & CONSTRUCTION, LLC

By: _____

Jesus Rodriguez, President

Attest:

By: _____

J Michelle Fletcher, Contract Administrator

Date: _____

26-001 - FY26 MILLING & RESURFACING

REVISED PRELIMINARY BID TAB-INCLUDING ALTERNATE

Supplier	Total / 100 pts	B-1 - SOI / 100 pts
Triple R Paving & Construction LLC	100	100 (\$4,016,796.73)
Summit construction & development LLC	99.01	99.01 (\$4,057,069.82)
C.W. Matthews Contracting Co., Inc.	98.85	98.85 (\$4,063,641.22)
The Surface Masters, Inc.	97.65	97.65 (\$4,113,485.14)
Allied Paving	95.9	95.9 (\$4,188,334.05)
BARTOW PAVING COMPANY, INC.	93.77	93.77 (\$4,283,506.34)
Blount Construction Company Inc.	91.62	91.62 (\$4,384,028.71)
South Georgia Milling	91.47	91.47 (\$4,391,463.66)
Vertical-Earth-Inc	88.55	88.55 (\$4,536,097.80)
Baldwin Paving Company, Inc.	88.49	88.49 (\$4,539,280.60)

City of Alpharetta
ITB 26-001, FY26 Milling & Resurfacing
Bid Form-Addendum #1

Bidder Name: Triple R Paving & Construction LLC

Instructions for Bid Form completion:

1. This form MUST be used to submit cost proposal. Do not include a copy of this Bid Form in your technical bid information.
2. Complete all fields. See end of form for bid authorization and contact info.
3. Verify all amounts entered. This form will be used for bid price award. During the bid opening, only the bid grand total will be called.
4. Enter unit cost only. Form will calculate the extension by multiplying Quantity by Unit Cost entered.

Mill Existing Asphalt					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
1.A	Full Width Mill, 1.5" Depth - Daytime	124,513	SY	\$ 2.43	\$ 302,566.59
1.B	Full Width Mill, 2" Depth - Daytime	75,262	SY	\$ 2.43	\$ 182,886.66
1.C	Full Width Mill, 3.0" Depth - Daytime	9,274	SY	\$ 3.23	\$ 29,955.02
Sub-Total for Milling:					\$ 515,408.27

Soil Cement					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
2.A	Soil Cement - 60 lbs/yd2	9,274	SY	\$ 17.67	\$ 163,871.58
Sub-Total for Soil Cement:					\$ 163,871.58

Inlay Asphalt					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
3.A	9.5mm SUPERPAVE	11,960	TN	\$ 117.54	\$ 1,405,778.40
3.B	12.5mm SUPERPAVE	8,754	TN	\$ 115.74	\$ 1,013,187.96
Sub-Total for Asphalt:					\$ 2,418,966.36

Inlay Asphalt-Webb Bridge Park					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
4	9.5mm SUPERPAVE	2,848	TN	\$ 119.24	\$ 339,595.52
Sub-Total for Asphalt:					\$ 339,595.52

Miscellaneous					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
5	19mm SUPERPAVE Patching (including milling)	1,500	TN	\$ 153.97	\$ 230,955.00
6	Remove speed bump/table	5	EA	\$ 1,000.00	\$ 5,000.00
7	Traffic Control & Temporary Striping	1	LS	\$ 127,000.00	\$ 127,000.00
8	Mobilization, Bonds, & Insurance	1	LS	\$ 58,000.00	\$ 58,000.00
Sub-Total for Misc.					\$ 420,955.00

Grand Total: \$ 3,858,796.73

Add Alternate					
Line Item	Description	Quantity	Unit	Unit Cost	Extension
A.1	Permanent striping for roadways resurfaced	1	LS	\$ 158,000.00	\$ 158,000.00
Alternate Total:					\$ 158,000.00

Bid Price Certification	
In compliance with Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.	
Company Name:	Triple R Paving & Construction LLC
Company Address:	5353 N Lake Dr, Morrow, GA 30260
Authorized Signature(s):	Jesus A Rodriguez, President
Print/Type Name(s) and Title(s):	Jesus A Rodriguez, President
Date Signed:	7/17/2025
Contact Info - Phone Number:	678-412-0142
Contact Info - E-mail Address:	tony@triplerpaving.com



Triple R Paving & Construction LLC

STATEMENT OF QUALIFICATIONS

- a. Legal Name of Company: **Triple R Paving & Construction, LLC**
- b. Address: **5353 Northlake Drive, Morrow, GA 30260 Office 678-412-0142 Cell 678-794-5467**
Email: tony@triplerpaving.com
- c. Date Established **02/04/2022** Limited Liability Corporation, State of Georgia
- d. Tax ID 88-1099525 E-Verify 1879775 11/09/2022 51 Employees
- e. **Jesus A Rodriguez, President, Principal 50% ownership. 6994 Stone Court, Rex, GA 30273 678-794-5467 Primary Contact**
Victoriano Rodriguez, Vice President, Principal 50% ownership. 6994 Stone Court, Rex, GA 30273 404-424-7015
- f. General Character of work performed by your company: Asphalt Milling, Paving, Base and shoulder widening/grading
- g. See Organization Chart, describing our company structure
- h. We have never failed to complete any work awarded to us
- i. We have never defaulted on a contract
- j. We have never failed to complete a project in the time allotment according to the contract documents
- k. **Bank Information:** Pinnacle Bank, 3333 Riverwood Pkwy, Suite 500 Atlanta, GA 30339 770-833-5341 Brandon Odum Checking Account No 800109123596 Financial statements will be provided if awarded the project

Customer References:

ER Snell Contractor, Inc. 1785 Oak Road SW Snellville, GA 30078 770-985-0600

Tom Clower tclower@ersnell.com

Backbone Infrastructure LLC 4805 Westoak Ct., Sugar Hill, GA 30518 470-418-3016

Ritvik Kakadia Ritvik.k@backboneinfra.com

Hasbun Construction, 410 N Main Street, Alpharetta, GA 30009 470-485-3283

Jose Hasbun jhasbun@hasbunconstruction.com

Insurance Carriers for Liability, Casualty, Business Property, and Workers Compensation Insurance:

Frankenmuth Insurance Company

JESUS RODRIGUEZ

6694 Stone Ct Rex, Ga 30273 • 678-794-5467 • tony@triplerpaving.com

Objective

Dedicated individual eager to grow professionally in the Asphalt Paving industry while having a bachelor's degree in Civil Engineering with experience in asphalt paving and general contracting construction.

EDUCATION

Kennesaw State University – Marietta, Georgia
Bachelor of Science in Civil Engineering

Graduation Date: July 2021

Georgia Perimeter College – Clarkston, Georgia

December 2014 – May 2016

EXPERIENCE/EMPLOYMENT

Triple R Paving & Construction – Rex, Georgia
President

February 2022 – Current

- Manages day to day operations for field superintendent and foreman.
- Administers employees roles for the work day.
- Put together bid documents to get work for asphalt crews.

BM&K Construction & Engineering – Braselton, Georgia
Assistant Project Engineer

September 2021 – May 2022

- Assembled construction plans for customers and Senior Engineers
- Prepared field investigations, engineering analysis and construction monitoring
- Tested and verified soils for compaction content with nuclear gauge

Astra Group – Atlanta, Georgia
Assistant Project Manager

April 2021 – September 2021

- Support Project Manager in various responsibilities throughout distinctive projects
- Interpreted construction drawings to calculate and perform project specific tasks
- Implemented project design using precise measurements and coordination

Atlanta Paving and Concrete Construction – Peachtree Corners, Georgia
Quality Control Technician

January 2014 – April 2021

- Gathered asphalt specimens to perform geotechnical investigations
- Executed ignition testing and sieve analysis to determine physical properties of asphalt concrete
- Analyzed test results in accordance to GDOT codes and tolerances

SKILLS

Machinery: Nuclear Density Gauge, NCAT Asphalt Content Ignition Furnace, Sieve Shaker, Tandem Rollers, Pneumatic Rollers, Skid Steers, Asphalt Pavers, Asphalt Plants, Tandem Rollers, Skid Steer, Pneumatic Rollers
Engineering Software: AutoCAD 2D and Civil 3D, MS Word, MS Excel, Procore, Adobe, Bluebeam, Keystyle, PlanHub, Stack.

Communication: Technical Reports, Project Documentation, Demonstrations, Team Management

Miscellaneous: Bilingual, Fast Learner, Adaptability, Self-Motivations, Critical Thinker

CERTIFICATIONS/ACKNOWLEDGEMENTS

- Troxler: Nuclear Gauge Safety Certification
- Troxler: Compaction and Density Testing Certification
- ACI: ACI Concrete Testing Technician Level I
- ACI: ACI Strength Testing Technician
- QCT: Quality Control Technical Level I
- Procore Certified: Project Manager (Core Tools)
- Procore Certified: Project Manager (Financial Management)
- Procore Certified: Project Manager (Project Management)
- Procore Certified: Project Manager (Quality & Safety)

VICTORIANO RODRIGUEZ

6694 Stone Ct Rex, Ga 30273 ♦ 404-424-7015 ♦ victorsr@triplerpaving.com

Objective

Dedicated individual with 40 years of experience in various methods of Asphalt Paving.

EXPERIENCE/EMPLOYMENT

Triple R Paving & Construction – Rex, Georgia
Senior Superintendent

April 2022 – Current

- Manages day to day operations for field superintendent and foreman.
- Administers employees roles for the work day.
- Encounters with various Contractors and Jobsites daily for the work week.

Atlanta Paving & Concrete Construction – Peachtree Corners, Georgia
Superintendent

January 2011 – April 2022

ER Snell (Previous Riverdale Paving) – Snellville, Georgia
Foreman

January 1988 – January 2011

- Teaches employees to be competent with the work force in asphalt paving
- Observes weather and temperature in accordance to GDOT codes and tolerances to work in asphalt.
- Work in various roles when shorthanded.

SKILLS

Machinery: Asphalt Pavers, Tack Truck, Skid Steer, Tandem Rollers, Pneumatic Rollers, Dozers, Motorgraders, Screw Man,

Engineering Software: AutoCAD 2D and Civil 3D, MS Word, MS Excel, Procore, Adobe.

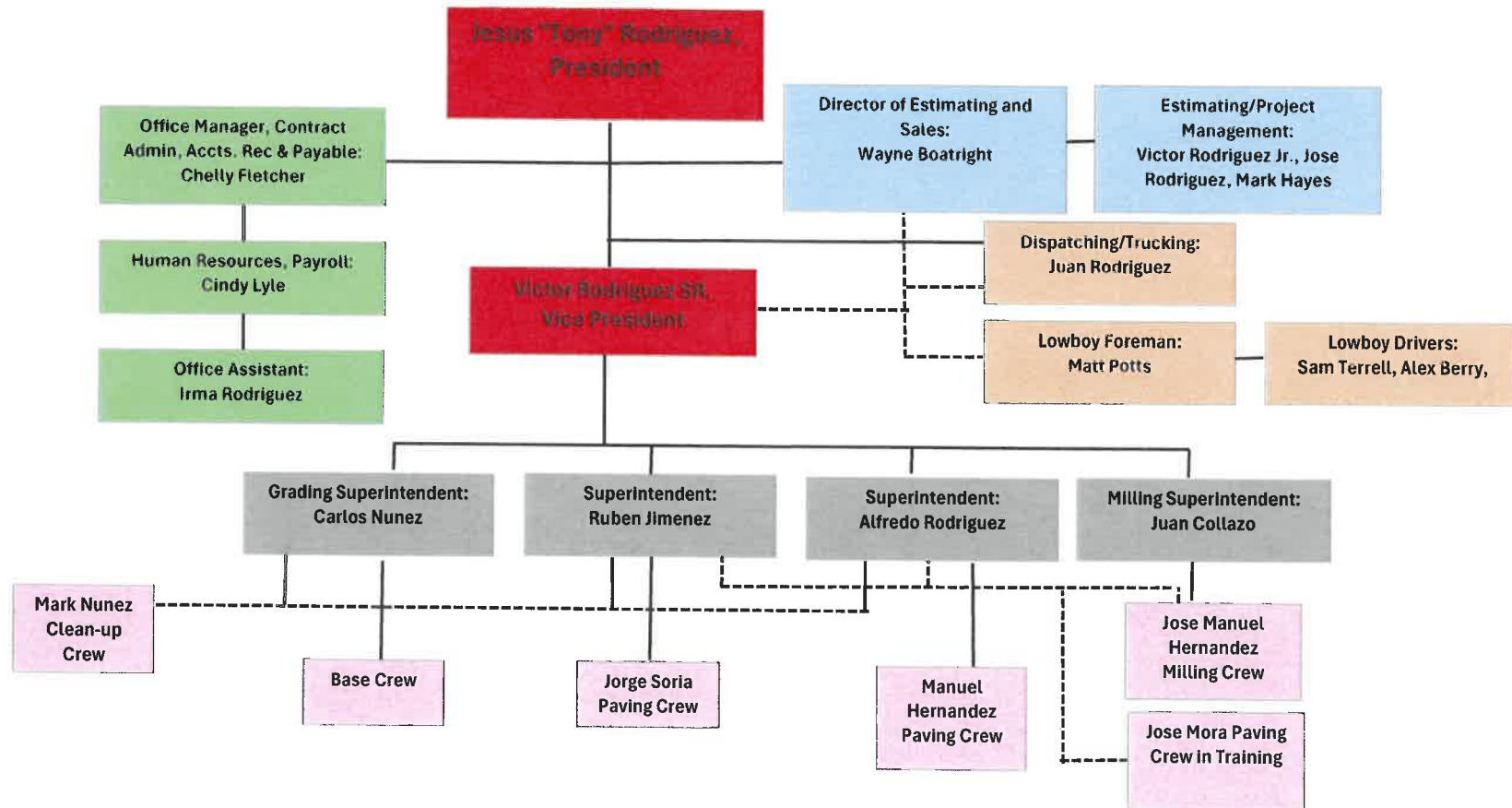
Communication: Technical Reports, Project Documentation, Demonstrations, Team Management

Miscellaneous: Bilingual, Fast Learner, Adaptability, Self-Motivations, Critical Thinker

CERTIFICATIONS/ACKNOWLEDGEMENTS



Triple R Paving & Construction LLC Equipment



Legend:

- Immediate Supervision
- - - Indirect Supervision



Triple R Paving & Construction LLC

GOVERNMENT REFERENCES

Government/City/County References:

City of Covington, PO Box 1527 Covington GA 30015, John Hendrix 770-385-2026

jhendrix@cityofcovington.org Harland Drive, Milling and Paving, Completed 10/31/24 \$120,000.00

Town of Braselton, 4982 Highway 53 Braselton GA 30517, Sloan Laughman 706-654-6294

slaughman@bmandkinc.com Braselton 2024 LMIG Resurfacing, Milling, Paving, Striping Dates worked 01/06/25 – Present \$1,345,379.85

City of Union City, 5047 Union Street Union City GA 30291, Maureen McDonnell 678-516-5286

maureen.mcdonnell@oneatlas.com Hickory Lane Subdivision, Milling, Paving, Striping Dates worked 02/28/25 – 04/30/25 \$553,476.00

Coweta County, 70 Selt Road Newnan GA 30265, Ken Crabtree 678-409-1684 kcrabtree@coweta.ga.us

Coweta 2025 Mill and Inlay Dates worked 04/15/25 – Present \$4,818,144.12

City of Sugar Hill, 5039 West Broad Street Sugar Hill GA 30518, Curtis Northrup 678-480-6487

curtisnorthrup@cityofsugarhill.com 25-003 Roadway Improvements Various Roads Mill, Base, Pave and Stripe Dates worked 03/21/25 – 05/31/25 \$997,729.36

City of Doraville, 3725 Park Ave Doraville GA 30340, Chris LaFleur 470-223-4222

chris.lafleur@doravillega.us 2025 Capital Paving Project Mill, Pave, Stripe Dates worked 03/31/25 – 05/31/25 \$1,105,230.04



Triple R Paving & Construction LLC

Number	Equipment Description	Serial Number	Date Purchased
B2	RJT350 Self-Propelled Broom	413268	01/12/24
B3	2024 Rosco NV55 Broom	423701	03/11/24
B4	2025 Roadtec FB100E Self-Propelled Broom	MANFB100A0040	03/24/25
B5	2024 Roadtec FB100E Self-Propelled Broom	MANFB100A0036	03/24/25
MG1	2024 Cat Motor Grader	Y9C01155	06/27/24
MM1	Wirtgen W210FI Milling Machine	2320.0864	05/10/24
MM2	Wirtgen W210FI Milling Machine	2320.1009	01/30/25
MM4	Wirtgen W207FI Milling Machine 2200MM	2120.0787	05/27/25
PV3	2023 Leeboy 8616D Asphalt Paver	8616-397910	09/13/23
PV4	2017 Roadtec RP190 Asphalt Paver	4110	11/06/23
PV5	2023 Cat Asphalt Paver AP555-07	63600109	05/17/24
PV6	2017 Roadtec RP190E Asphalt Paver	4099	05/25/23
PV7	2024 Roadtec RP190E Asphalt Paver	MANRP190A0062	05/09/24
PV8	2025 Weiler P385C Asphalt Paver	P385C-4865	02/07/25
R6	2023 Dynapac CC2200 Vibratory Roller	10000423CPA035777	03/11/24
R7	2024 Bomag BW177 Roller	101587781052	11/27/24
R8	2025 HD70i VV-HF Tandem Roller	H302-0100	02/17/25
R9	2025 HD14i TT Pneumatic Tire Roller	H264-0113	02/17/25
R10	2025 HD14i TT Pneumatic Tire Roller	H285-1997	02/17/25
R11	2025 Dynapac CC1400VI Vibratory Roller	10000628CRA040391	05/02/25
R12	2024 Dynapac CP1200 Roller	10000510VRB009014	04/30/25
R13	2025 Hamm HP100I Roller	H300-0094	06/02/25
R14	2025 Dynapac CC2200 Comfort Cab Roller	10000633PRA040664	06/18/25
R15	2024 Dynapac CP1200 Roller	10000520ARB009076	06/18/25
R16	2025 Dynapac CC1400VI Vibratory Roller	10000628ERA040429	06/18/25
RW1	2023 ROW FH-R Widener	3416	08/16/24
RW3	2024 Midland SPR-6 Widener	315M	12/30/24
SB1	2025 Roadtec SB3000 Shuttlebuggy	MANSB3000A000A0056	05/22/25
SS2	2023 Cat Compact Track Loader 299D3	DY909157	11/30/22
SS3	2024 Bobcat T76 Track Loader w/Attch	B4CE29221	03/08/24
SS4	2023 Bobcat T770 Track Loader Compact w/Attch	AT6343249	10/25/23
SS5	2023 Bobcat T770 Track Loader Compact w/Attch	AT6343265	10/25/23
	24" Milling Head Attached to SS5	AJN707708/1358843	03/12/24
SS6	2023 Cat Compact Track Loader 289D3	JX914205	04/26/23
SS7	2024 Tekeuchi Skid Steer TL12R2-CRH	412107737	05/29/24
SS8	2021 Takeuchi TL12V2-RR Compact Track Loader	412004686	10/31/24
SS9	2025 Bobcat S770 Skid Steer Loader w/Attch	AT5A20063	04/14/25
SS10	2025 Bobcat S770 Skid Steer Loader w/Attch	AT5A20093	04/14/25
SS11	2025 Bobcat S770 Skid Steer Loader w/Attch	AT5A20105	04/14/25



Triple R Paving & Construction LLC Equipme

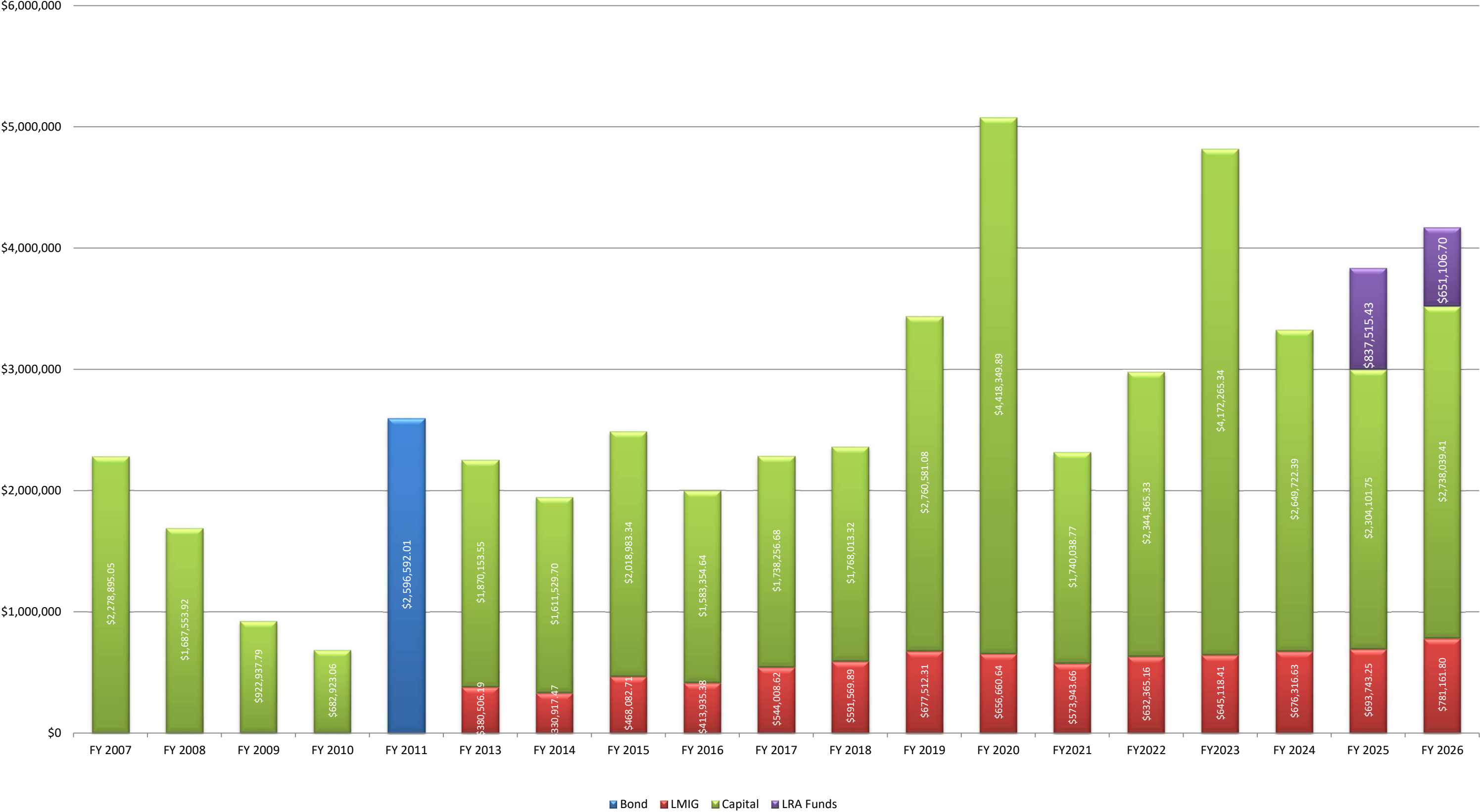
Number	Equipment Description	Serial Number	Date Purchased
TRP1	2022 Chevy 3500 Silverado	1GB4WRE70NF217230	08/12/22
TRP2	2022 Chevy 3500 Silverado	1GB4YSE78NF198881	08/15/22
TRP3	2022 Toyota Tundra	5TFLA5AA6NX014045	08/27/22
TRP4	2022 Chevrolet 2500 HD	2GC4YMEYXN1243133	03/14/23
TRP5	2023 Chevrolet 1500	1GCPAAEK3PZ179488	03/14/23
TRP6	2024 Chevrolet Silverado	1GC4YREY2RF129722	10/05/23
TRP7	2024 Chevrolet Silverado	2GC4YPEY9R1127901	10/26/23
TRP8	2023 Chevrolet Silverado	1GC5YMEY4RF219400	10/26/23
TRP9	2024 Chevrolet Silverado	1GC2WLE7XPF246351	10/26/23
TRP10	2024 Ford Superduty	1FT8W3BT8REC07729	01/15/24
TRP11	2024 Chevrolet Silverado	2GC4YPEY6R1183729	02/21/24
TRP12	2024 Chevrolet Silverado 2500 HD	1GB4WLE75RF163197	05/02/24
TRP13	2024 Chevrolet Silverado 2500 HD	1GB4WLE79RF163641	05/07/24
TRP14	2024 Chevrolet Silverado 2500 HD	2GC4YNEYXR1212721	09/24/24
TRP15	2024 Ford Maverick	3FTTW8A36RRB34463	09/25/24
TRP16	2024 Ford Maverick	3FTTW8A94RRB36829	09/25/24
TRP17	2024 Ford Maverick	3FTTW8A98RRB36851	09/25/24
TRP18	2024 Chevrolet Silverado 3500	1GB4YSEY7RF425105	02/07/25
TRP19	2024 Chevrolet Silverado 3500	1GB4YSEYRF425203	02/07/25
TRP20	2024 Chevrolet Silverado 2500 HD	1GB1WLE72RF468143	02/07/25
TRP21	2024 GMC Sierra 3500 HD	1GD49SE70RF302449	03/24/25
TRP22	2024 GMC Sierra 3500 HD	1GD49SEY8RF448963	03/24/25
TRP23	2024 GMC Sierra 3500 HD	1GD49SEY5RF449200	03/24/25
	OVER THE ROAD EQUIPMENT		
LBT1	2024 Etnyre RTN55ETD3-PS Lowboy Trailer	1E9338467SE111166	11/30/24
LBT2	2025 Etnyre RTN55ETD3-PS Lowboy Trailer	1E933849XSE111186	11/27/24
LBT3	2023 Kaufman DP50 Lowboy Trailer	7UZFR4337P2000096	05/16/25
LBT4	2023 Kaufman DP55 Lowboy Trailer	7UZFR4333P2000452	04/25/25
LBT5	2021 Kraftsman Paver Special Lboy Trailer	5E7HH5325MA001474	04/25/25
LB1	2024 Mack Pinnacle 64T Daycab LowBoy	1M1PN4GY3RM014029	10/15/24
LB2	2025 Mack P164T Lowboy	1M1PN4GY9SM015773	11/27/24
LB3	2025 KW W990 Lowboy	1XK1D49X7SJ137874	04/16/25
LB4	2002 Freightliner Lowboy	1FUNALAV02LK92449	04/25/25
LB5	2005 Freightliner M2 112 Lowboy	1FUJC5CV05HV24119	04/25/25
MTK1	2024 Ford F550 STI Service Crane Truck	1FDUF5HT6REC66050 Crane SN 1243-53	10/01/24
MTK2	2024 Ford F600 Service Crane Truck	1FDFF6LT9RDA09055	04/07/25
TK1	2024 Mack Distributor/Tack Truck MD742	1M2MDBAB8RS073812	11/14/23
TK2	2015 Freightliner Tack Truck S6458	1FVACXC3Y3GHHD0912	05/31/24
TK3	2024 Peterbilt Etnyre Tack Truck 537 S9330	2NPMHMTX5RM648804	06/10/24
TK4	2025 Peterbilt Distributor	2NPMHM7X6SM695653	05/09/25
TW1	Leeboy L150 Tack Wagon Yellow		
TW2	2021 Leeboy L600 Tack Wagon	1B9BT162XM1309027	10/16/23
TW3	2023 Leeboy L300 Tack Distributor	1B9BT1210P1309006	04/11/23
WT1	2023 WT5C Water Trailer	5SLBM1228PL044428	01/08/24
WTK1	2024 Kenworth Water Truck	2NK3HM6X6RM378131	12/02/24

Locations	Extents
Cumming Street	Hwy 9 to westside
Kimball Bridge Rd	Ga 400 to Westside
Northwinds Pkwy	Haynes Bridge Road to Kimball Bridge Road
Harris rd	Upper Hembree to Rucker Road
Newport Bay Passage	Douglas Road to Cul De Sac (Eastside)
Landings Chase	Newport bay passage to Cul de sac
Clairmont Ave	Cumming street to end
Claireborne Drive	Clairmont Ave to Clairview Street
Clairview Street	Claireborne Drive to Cul de sac
Clairmeade Trail	Clairview street to Cul de sac
Hopewell plantation Drive (Soil Cement)	Cogburn Road to City limits
Abernathy Oaks Way	Hopewell plantation drive to Cul de sac
Traywick Chase	Cogburn Road to end
Christer Ct	Traywick chase to Cul de sac
Relais Trace	Traywick chase to Cul de sac
Aidan Park	Relais trace to Cul de sac
Kinner Circle	Traywick chase to Cul de sac
Tammany Pt	Traywick chase to Cul de sac
Westre Way	Tammany point to Cul de sac
Huntington Trace	Douglas rd to Cul de sac
Huntington trace lane	Huntington trace to Cul de sac
Huntington Downs	Huntington Trace Lane to Cul de sac
Mae Lane	Rucker rd to Cul de sac
Mamie Court	Mae Lane to Cul de sac
Leeward Run Drive	Douglas Road to Cul De Sac
Leeward Run Court	Leeward Run Drive to Cul De Sac
Creek Run Court	Leeward Run Drive to Cul De Sac
Timberline Place	Webb Bridge Road to Cul De Sac
Breckenridge Lane	Cul De Sac to Cul De Sac
Tahoe Pines Circle	Timberline Place to Cul De Sac
Tamarack Way	Timberline Place to Cul De Sac
Breckenridge Court	Breckenridge Lane to Cul De Sac
Tahoe Pines Way	Breckenridge Court to Cul De Sac
Tamarack Court	Tahoe Pines Way to Cul De Sac
Kingsport Drive	Harris rd to Cul de sac
Portsmouth court	Kingsport drive to Cul de sac
Kingspring court	Kingsport drive to Cul de sac
kingsworth way	Kingsport drive to Cul de sac

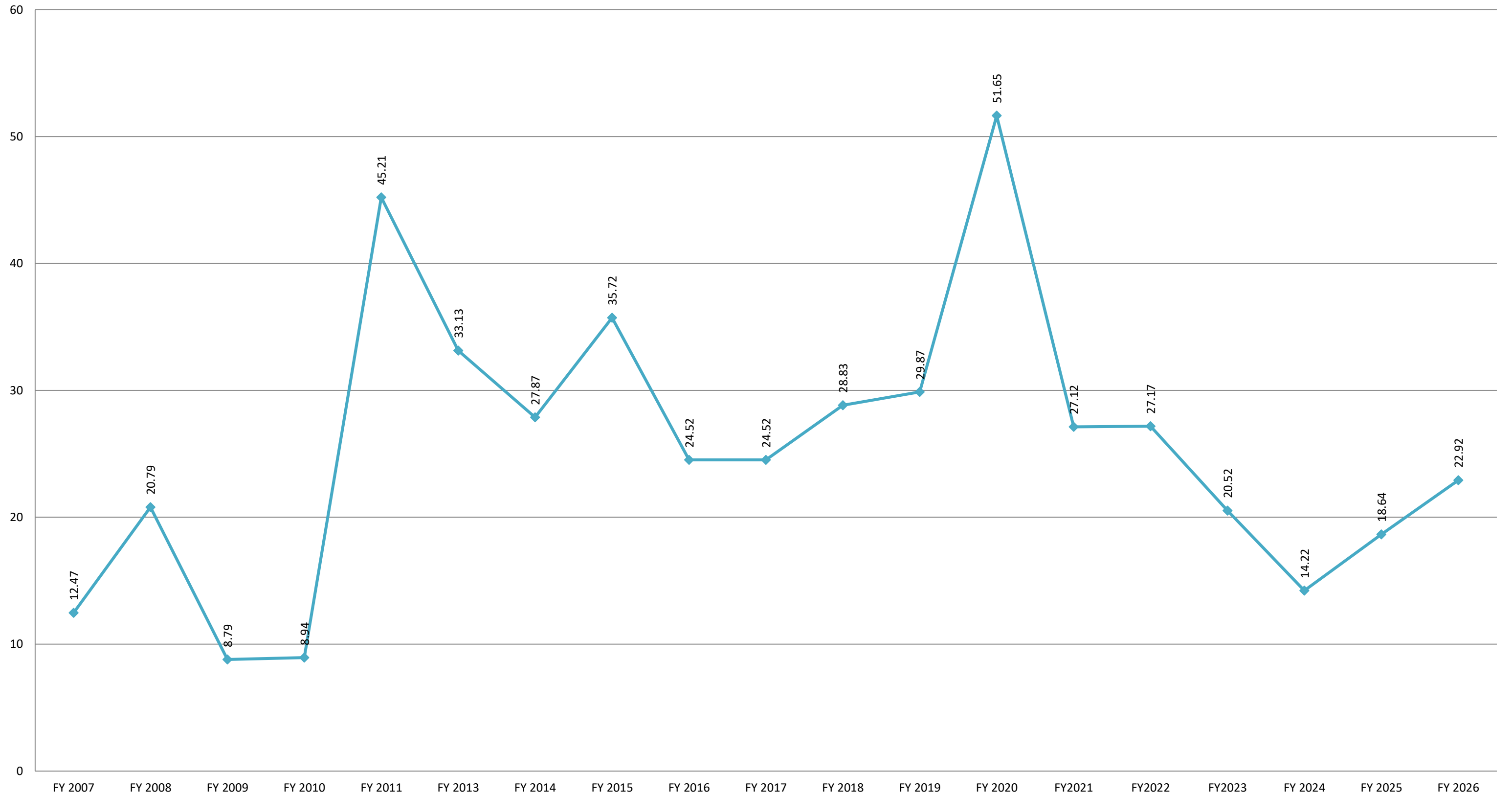


Graystone Crossing	Windward parkway to Cul de sac
Graystone terrace	Graystone crossing to Cul de sac
Graystone Way	Graystone crossing to Cul de sac
Needham Street	Mid Broadwell Road to Lunsford Circle
Lunsford Circle	Beathany Road to end

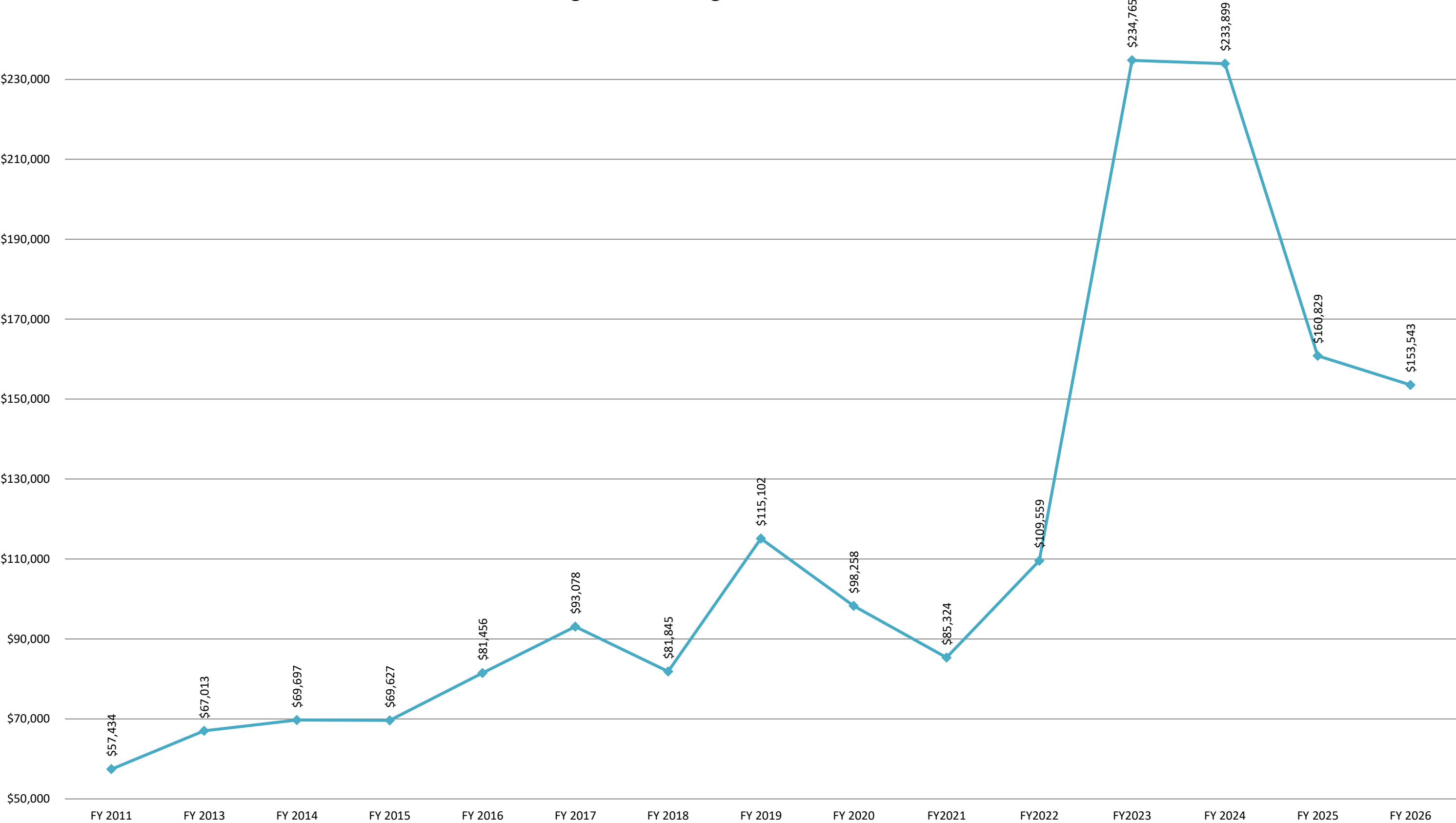
Annual Milling & Resurfacing Contract Expenditures



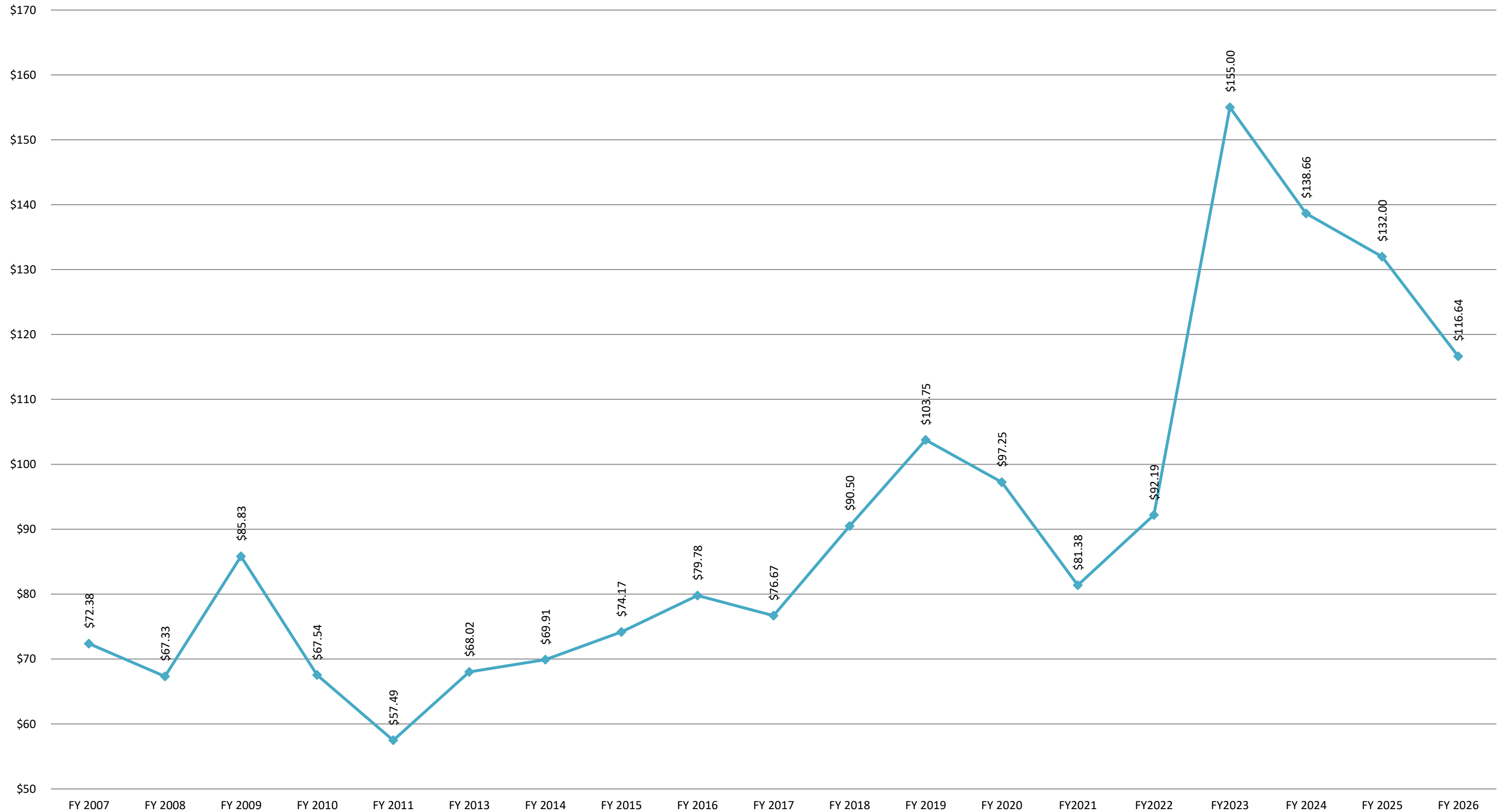
Lane Miles Milled & Resurfaced



Milling & Resurfacing Cost Per Lane Mile



Average Asphalt Cost Per Ton



Road Name	Weighted Average PCI
Abbey Terrace	94.68
Abernathy Oaks Way	25.00
Academy Street	68.41
Acreview Drive	60.83
Admiral Court	52.33
Admiral Crossing	69.53
Aidan Park	65.62
Alderman Drive	70.12
Alexander Drive	88.65
Allyson Circle	53.91
Amber Park Drive	68.63
Amberlilly Drive	78.76
Ambrose Avenue	81.89
Americas Cup Cove	93.27
Amesdale Court	65.54
Anchor Bend	92.18
Andover	56.55
Anna Lane	93.23
Anson Avenue	86.70
Arbor View	81.52
Arborhill Lane	91.94
Arklow Drive	87.41
Arkwith Way	65.11
Armina Court	82.92
Arrowood Court	100.00
Arrowood Lane	98.44
Arts Summit Road	66.11
Ash Rill Drive	45.16
Augeron Court	69.28
Autumn Sage Drive	80.64
Aylesworth Cove	69.06
Bannerhorn Run	92.78
Banyon Lane	70.36
Barnesley Lane	62.58
Barnesville Court	77.02
Bascomb Farm Drive	86.32
Bates Road	58.54
Beacon Hill Crossing	92.32
Beacon Hill Way	91.00

Legend	
Color	Range
Very Poor	0 - 24.9
Poor	25 - 49.9
Fair	50 - 74.9
Good	75 - 100

Overall Roadway Average PCI report: Current All Road Average – **75.58** (*This score does not include the FY26 M&R Capital Project) Sections of each roadway may score lower or higher than overall average scoring category. The category rating is for the average score of the entire roadway. Work is often performed on sections of larger roads that score low compared to the overall average. Overall Roadway AveragePCI- **78.01** (After FY25 M&R)

Beacon Knoll Drive	82.37
Beaver Creek Road	77.50
Bellflower Drive	86.56
Belmont Chase Court	89.46
Belvoir Lane	85.97
Benson Court	95.52
Bent Creek Crossing	100.00
Bent Creek Manor	97.67
Bent Creek Terrace	95.57
Bentwood Trace	61.85
Beragio Drive	48.99
Beragio Place	79.21
Berkshire Manor Drive	66.49
Bethany Court	77.55
Bethany Road	91.48
Big Creek Court	78.28
Big Creek Overlook	50.40
Big Horn Circle	100.00
Birch Hollow Drive	82.77
Birch Hollow Place	87.06
Birch Ridge Court	77.47
Birch Ridge Drive	71.06
Birch Rill Drive	46.68
Birchington Close	58.17
Birkdale Court	73.67
Bishops Gate Court	85.23
Bisland Court	34.10
Bittercress Court	67.93
Blackwatch Lane	76.30
Blake Road	87.77
Blue Heron Lane	55.36
Blue Jay Terrace	34.62
Boxgrove Road	89.49
Bracebridge Road	82.89
Bradbury Lane	80.38
Brady Place	59.28
Braeden Way	92.32
Brandywine Trail	78.46
Breckenridge Court	31.17
Breckenridge Lane	56.31
Briar Rose Drive	49.97

Briars Bend	70.93
Bridge Pointe Court	56.47
Bridge Pointe Drive	68.21
Brier Ridge	75.59
Brierfield Lake	78.27
Brierfield Road	78.96
Briers Chute	77.47
Briers Creek Drive	67.97
Brighton Circle	76.19
Brisbane Drive	54.06
Broadwell Oaks Court	75.29
Broadwell Oaks Drive	75.50
Broadwell Road	61.12
Brook Drive	51.35
Brook Landing Court	89.35
Brooke Forest Court	86.91
Brookeview Court	61.69
Brookford Drive	60.96
Brookhill Crossing Court	63.80
Brookhill Crossing Lane	76.30
Brookline Court	85.96
Brookline Drive	86.15
Brookline Ridge	89.56
Brookline Trace	86.25
Brookline Way	85.76
Brookmeadow Court	67.66
Brookmill Point	76.87
Brookridge Terrace	89.51
Brookside Parkway	68.01
Brookstone Court	85.80
Brown Thrasher Court	70.20
Bryn Athyn Court	71.94
Burford Hollow	83.84
Burnett Way	48.89
Cains Cove	47.20
Calla Lane	75.86
Cambridge Court	100.00
Canberra Way	52.00
Caney Creek Landing	85.61
Cannonade Drive	50.57
Cannonero Drive	75.59

Northside paved not south

Canter Lane	100.00
Canton Street	74.66
Cape York Trace	65.62
Carrara Cove	56.79
Carverton Lane	100.00
Carybell Lane	90.60
Castleton Court	88.84
Cathedral Drive	94.00
Celandine Way	68.93
Celestial Way	86.80
Centennial Drive	63.56
Chantilly Drive	64.75
Chapel Saint Leon Court	91.96
Charlotte Drive	79.27
Chasewood Landing	100.00
Chasewood Trail	100.00
Chasewood Way	100.00
Chelsey Circle	66.43
Chelsey Court	80.03
Chelsey Lane	75.95
Chestnut Court	82.78
Chicory Way	75.60
Christer Court	68.33
Church Street	83.18
Churchill Heights	98.88
Clairborne Drive	52.07
Clairmeade Trail	42.52
Clairmonte Avenue	57.13
Clairview Street	51.63
Clarinbridge Way	60.95
Clipper Bay Drive	53.28
Clipper Court	82.37
Clubhouse Drive	65.26
Cobblestone Court	79.74
Cobblestone Way	83.67
Cogburn Overlook	78.68
Cogburn Pointe	79.53
Cogburn Ridge Road	70.48
Cogburn Ridge Way	72.30
Cogburn Road	59.62
Cold Creek Drive	81.77

Colony Drive	64.65
Columbia Bay	94.00
Commerce Street	83.17
Compass Pointe Chase	72.06
Compass Pointe Crossing	64.12
Compass Pointe Drive	62.70
Compass Pointe Walk	80.10
Concord Street	95.00
Constantine Close	100.00
Copper Circle	93.72
Cornerstone Way	82.68
Cotton Alley	89.80
Cotton Creek Entry	57.52
Cotton Field Court	58.91
Cotton Field Trace	49.00
Cotton Field Way	46.48
Cotton Mill Path	54.17
Cotton Mill Place	59.74
Courageous Wake	89.42
Crabapple Chase Court	59.61
Crabapple Chase Drive	87.99
Crabapple Crescent Court	18.65
Crabapple Farm Drive	78.05
Crabapple Meadow Way	87.48
Crabapple Trace	65.06
Crabapple Tree Court	92.44
Cranchester Way	72.16
Creek Landing Lane	68.02
Creek Ridge Crossing	91.39
Creek Ridge Pointe	81.07
Creek Run Court	27.75
Creek Spring Court	95.00
Creekline Drive	62.49
Creekpark Court	65.23
Crestwood Court	66.05
Cricket Lane	85.35
Crocker Way	100.00
Crofters Pass	51.09
Culworth Manor	69.61
Cumberland Court	61.29
Cumming Street	51.22

Cutty Sark Way	56.42
Daintree Drive	69.47
Dania Drive	90.83
Darvish Lane	92.92
Dashing Wave Lane	47.00
Davis Bend	65.89
Davis Drive	95.17
Davis Island	82.99
Dearborne Lane	79.62
Deerfield Parkway	63.24
Denna Drive	98.66
Denna Place	100.00
Dennis Drive	80.52
Derby Chase Court	85.29
Destiny Trace	100.00
Devon Court	90.15
Devon Lane	94.13
Devore Road	47.87
Dodds Grove Lane	85.32
Dottie Lane	67.73
Douglas Road	50.36
Dover Avenue	83.38
Driffield Court	97.63
Driffield Way	92.72
Dryden Road	63.05
Duke Drive	74.57
Dunoon Drive	57.90
Dunster Court	93.99
Eagles Mere Court	89.70
Earls Court	87.60
Ebley Place	76.40
Eddystone Point	94.70
Edison Drive	68.00
Elizabeth Boulevard	86.10
Ellis Avenue	92.90
Emerson Place	83.60
Emily Lane	83.80
Encore Parkway	77.40
Erin Drive	81.50
Essex Court	90.70
Estates Circle	75.10

Estates Run	89.00
Estates Terrace	66.00
Evergreen Lane	67.00
Eversedge Court	100.00
Eversedge Drive	93.70
Fairfax Drive	97.30
Fairleaf Court	96.20
Fanfare Way	70.30
Farm Grove Trace	16.60
Ferncreek Drive	68.60
Fieldstone Court	91.70
Fieldstone Crossing	85.00
Fieldstone Edge	87.20
Fieldstone Landing	86.30
Fieldstone Path	72.90
Fieldstone Walk	91.00
Fieldstone Way	82.30
Flying Scot Court	53.70
Flying Scot Way	76.10
Forest Path Circle	86.80
Forest Path Lane	91.10
Founders Parkway	62.00
Fox Chase Circle	94.60
Fox Lair Lane	100.00
Fox Road	95.80
Foxthorne Way	95.10
Freemanville Road	100.00
Friar Court	67.40
Gadsden Street	72.50
Gannett Nook	86.30
Garrick Point	90.60
Gate Dancer Way	74.90
Gatehouse Court	100.00
Georgia Lane	53.40
Glen Abbey Drive	95.90
Gleneagles Pointe	80.50
Glenn Knolls Court	59.10
Goldenrod Drive	83.40
Golf Club Drive	80.30
Gramercy Lane	100.00
Gransley Court	66.40

Graystone Crossing	56.80
Graystone Terrace	34.90
Graystone Way	60.60
Great Oaks Way	59.70
Great Rissington Way	82.10
Greatwood Court	70.00
Greatwood Crossing	70.60
Greatwood Lane	72.90
Greatwood Manor	72.40
Greatwood Path	67.20
Greatwood Terrace	79.30
Greenmont Circle	77.80
Greenmont Downs Lane	66.60
Greenmont Downs Trace	64.60
Greenmont Walk	68.20
Greenmont Walk Court	63.90
Greens Creek Lane	84.80
Grenadier Lane	64.60
Grey Abbey Drive	83.10
Gromwell Drive	93.30
Guardsman Court	82.00
Gullwing Court	73.70
Gunter Court	56.70
Hall Court	69.10
Hampton Hill Drive	85.00
Hamptons Chase	81.80
Hamptons Crossing	82.20
Hamptons Passage	78.20
Hamptons Run	83.20
Haney Drive	89.80
Hanlon Way	96.00
Harbour Cove Court	62.40
Harbour Landing	66.50
Harbour Overlook	70.90
Harbour Point	64.10
Harbour Ridge Court	67.70
Harbour Ridge Drive	71.50
Harbour Ridge Run	71.80
Harbour View Drive	72.70
Harrington Drive	92.40
Harris Ridge Court	100.00

Harris Road	57.60
Harrogate Way	78.00
Haven Bluff	90.70
Hawkhorn Court	100.00
Haynes Bridge Road	70.50
Haynes Forest Drive	92.40
Haynes Valley Court	66.30
Hayward Lane	62.90
Hearthstone Way	82.30
Hebden Bridge Lane	53.90
Hedge Lawn Trail	89.00
Hembree Road	70.70
Henderson Court	73.40
Henderson Parkway	92.40
Henley Way	84.90
Heritage Lane	64.70
Hidden Meadow Drive	68.30
High Hampton Chase	85.30
High Hampton Run	95.00
High Vista Court	87.90
Highland Bend Cove	100.00
Highland Glen Court	70.10
Highland Glen Drive	64.00
Highlands Court	88.00
Highmeade Drive	98.50
Highmeade Terrace	97.90
Highview Pines Pass	90.50
Hill Chase	87.60
Hillcrest Heights	91.10
Hollymount Road	73.90
Hook Road	100.00
Hopewell Plantation Drive	49.40
Hopewell Road	78.60
Hughes Branch Close	81.20
Hunters Meadow Lane	100.00
Hunters Oaks Drive	100.00
Hunters Oaks Lane	100.00
Huntington Downs	56.60
Huntington Trace	51.90
Huntington Trace Lane	30.40
Indian Mill Court	36.20

Indian Ridge Court	50.20
Inlet Woods Court	66.50
Innovation Way	100.00
Intreped Cut	65.90
Jacaranda Court	58.90
Jane Wallace Lane	95.00
Javad Lane	68.10
Jay Drive	78.80
Jayne Ellen Court	95.90
Jayne Ellen Way	78.30
Jenkins Court	82.50
Jenny Lind Lane	93.00
Jere Drive	100.00
Jessup Court	100.00
John Christopher Drive	100.00
Johnny Herron Way	29.20
Jon Scott Drive	48.80
Jonquilla Drive	84.50
Jordan Court	100.00
Julep Court	100.00
Karen Drive	71.90
Kearny Court	62.80
Kearny Street	80.80
Keaton Court	88.20
Kenneth Drive	69.10
Kersey Cove	93.10
Kestrel Cove	62.50
Ketton Way	82.30
Keystone Court	85.30
Kia Drive	57.30
Kimball Bridge Cove	94.00
Kimball Bridge Road	85.00
Kimball Crest Court	100.00
Kimball Crest Drive	70.50
Kimball Trace	85.70
Kimball Way	87.20
Kincardine Way	71.20
Kinderhill Court	59.50
Kingry Lane	74.00
Kingsmark Trail	69.70
Kingsport Drive	48.30

Kingspring Court	65.20
Kingswood Place	84.50
Kingsworth Way	43.50
Kinner Circle	38.50
Kirkstall Trail	40.80
Knightsbridge Way	84.10
Knoll Crest Court	84.10
Knoll Ridge Court	39.00
Ladbroke Lane	58.50
Lainston Court	89.50
Lake Pines Pointe	79.30
Lake Shore Landing	57.70
Lake Shore Links	61.10
Lake Shore Overlook	46.30
Lake Windward Drive	78.00
Lake Windward Landing	42.50
Lake Windward Overlook	79.50
Lakeview Parkway	69.70
Lakewind Court	54.10
Lakewind Way	59.70
Lambdin Lane	92.00
Landings Chase	52.80
Landings Court	92.20
Landings Overlook	84.90
Lansburgh Turn	96.00
Lantern Ridge Court	87.20
Lantern Ridge Drive	98.10
Laurelwood Farm Drive	75.80
Laurelwood Lane	76.40
Lauren Hall Court	86.20
Laurens Oak Court	60.50
Leafwing Court	94.70
Lee Drive	70.40
Leeward Run Court	43.60
Leeward Run Drive	40.00
Leeward Walk Circle	69.20
Leeward Walk Lane	68.30
Lewiston Court	82.10
Leycroft Court	79.40
Liana Point	78.00
Lighthouse Lane	94.80

Lighthouse Pointe Court	94.50
Lillian Drive	87.80
Lily Garden Place	91.70
Linkside Drive	75.00
Linkside Hollow	71.00
Linkside Overview	83.90
Linkside Terrace	66.90
Little Creek Crossing	52.80
Little Pine Trail	92.00
Locust Grove Court	77.40
Long Indian Creek Court	54.90
Longcreek Pointe	84.70
Longstone Landing	93.20
Lullwater Way	85.90
Lunetta Lane	58.40
Lunsford Circle	65.90
Lyerly Pointe	100.00
Lynne Circle	65.30
Mae Lane	39.30
Maid Marion Close	42.80
Mainstay Place	86.40
Maisie Court	70.70
Malbrough Drive	93.60
Mallory Manor Court	69.60
Mamie Court	18.90
Mandi Way	62.90
Manning Drive	84.90
Manning Street	37.20
Mansell Court	68.30
Mansell Road	81.90
Maple Lane	85.30
Marconi Drive	63.40
Marianna Lane	89.10
Marietta Street	79.90
Marin Court	78.80
Mariners Court	100.00
Mariners Cove	100.00
Mariners Ridge	98.10
Marjean Way	92.00
Marka Lane	83.40
Market Place	59.80

Market Street	62.60
Marstrow Drive	83.10
Mashburn Drive	83.50
Maxwell Road	65.70
May Apple Court	93.60
May Apple Drive	88.30
May Apple Lane	92.60
May Apple Trace	76.60
Mayfield Circle	50.00
Mayfield Manor Drive	82.70
Mayfield Road	70.60
McCoy Way	83.10
McGinnis Ferry Road	61.20
Meadow Drive	66.80
Meadow Spring Court	66.50
Meeting Street	96.00
Melbourne Trail	54.70
Meridian Court	83.60
Meridian Crossing	79.70
Merroway Court	89.00
Michael Drive	58.70
Michaela Drive	63.50
Mid Broadwell Road	59.70
Mid Broadwell Trace	80.00
Mill Creek Avenue	64.50
Millstone Court	94.60
Millstone Drive	93.00
Milton Avenue	67.80
Milton Park Court	72.40
Milton Park Drive	67.80
Minsterworth Drive	83.70
Mist Green Court	93.80
Misty Moon Court	83.40
Monroe Court	95.60
Monroe Drive	93.40
Monroe Way	93.00
Montauk Way	62.20
Morning Mist Court	80.40
Morning Mist Drive	86.90
Morning Mist Way	90.50
Morris Road	70.50

Morrison Parkway	72.10
Mossy Place	72.10
Mountain Pine Lane	64.20
Murdock Lane	84.10
Myers Drive	71.90
Nasser Avenue	87.30
Nathan Circle	95.00
Needham Street	54.40
Newcastle Drive	98.80
Newport Bay Cove	72.40
Newport Bay Drive	65.20
Newport Bay Passage	65.60
Newport Court	83.70
Newport Fairway	84.40
Newport Green	91.10
Newport Heights	85.10
Newport Hollow	81.60
Newport Shore	80.10
Newport Terrace	82.10
Newport Trace	81.90
Nobel Court	29.40
Norcross Street	69.00
North Bluff	62.50
North Broad Street	74.60
North Creek Circle	100.00
North Creek Court	51.00
North Farm Drive	58.30
North Fulton Industrial Boule	65.40
North Hickory Trace	68.30
North Pine Drive	62.00
North Point Center East	84.30
North Point Court	52.40
North Point Drive	74.50
North Point Parkway	67.20
North Saint Phillip Lane	93.40
North Somerset Lane	81.60
North Trace	56.60
Northwinds Parkway	58.90
Nottingham Court	55.60
Nottingham Point	59.80
Oak Falls Drive	66.40

Oak Terrace	68.70
Oak Tree Hollow	49.60
Oakland Lane	95.00
Oakmere	56.70
Oakvale Rise	77.40
Oakview Court	91.80
Old Alabama Road Connector	82.00
Old Canton Street	77.40
Old Milton Parkway	84.80
Old Morris Road	61.70
Old Roswell Road	67.90
Old Roswell Street	66.00
Old Station Place	77.90
Olde Lauren Court	89.20
Orchard Farm Lane	64.60
Osprey Drive	75.40
Owens Oak Circle	79.50
Paddington Court	31.30
Paddock Court	100.00
Park Bridge Parkway	84.70
Park Brooke Court	87.60
Park Brooke Drive	71.70
Park Brooke Trace	82.80
Park Brooke Walk Way	93.60
Park Brooke Way	79.90
Park Creek Drive	83.80
Park Creek Ridge	87.90
Park Creek Trace	91.90
Park Creek Way	66.00
Park Glenn Drive	74.10
Park Plaza	76.20
Park Street	60.20
Park Woods Circle	71.20
Parkcreek Court	80.40
Parkerwood Way	62.10
Parkmont Drive	62.80
Parkmont Trace	74.90
Parkside Close	98.00
Peace Creek Trace	87.90
Pearles Court	64.50
Pearson Court	86.00

Pebble Trail	71.60
Pebblestone Court	91.80
Penn Oak Court	75.00
Peyton Farm Drive	50.60
Peyton Farm Way	62.00
Pilgrimage Point	74.30
Pin Oak Lane	66.00
Pinchon Place	67.10
Pindell Circle	93.00
Pine Grove Drive	100.00
Pine Isle Court	40.80
Pine Knoll	72.80
Pine Rise Court	70.70
Pine Top Court	64.00
Pine Valley Drive	53.70
Pine Vista Boulevard	72.90
Pinebrook Court	100.00
Pinehigh Drive	62.10
Pinehollow Court	67.00
Pineset Drive	67.20
Pinetree Circle	75.40
Pinewalk Drive	53.90
Pinewalk Forest Circle	71.30
Pinewalk Forest Court	68.40
Pinewalk Way	41.80
Piney Hill Court	56.80
Piney Hill Trace	65.50
Plymouth Lane	93.20
Pointe Place	50.50
Portico Point	61.30
Portsmouth Court	61.10
Preservation Drive	88.30
Preston Court	100.00
Preston Ridge Road	76.30
Princeton Court	71.80
Providence Place Drive	100.00
Providence Place Way	100.00
Providence Road	93.50
Providence Square	81.60
Pruitt Drive	88.00
Quay Circle	51.50

Radlett Lane	90.40
Rainwater Boulevard	73.10
Rainwater Drive	82.10
Ramsden Run	58.00
Ranger Passage	78.30
Ratcliff Cove	67.10
Red Jacket Way	48.50
Red Oak Lane	64.50
Redbud Drive	82.20
Redmond Ridge Circle	100.00
Reece Road	69.20
Relais Trace	70.20
Reserve Court	85.90
Rexford Lane	100.00
Rheims Way	98.70
Rhodes Chase Court	70.60
Rhodes Creek Court	76.10
Rhodes Creek Trail	94.00
Richards Circle	85.10
Ridge Court	100.00
Ridge Haven Run	86.90
Ridge Oak Place	87.50
Ridge Run Avenue	72.30
Ridgewood Way	63.50
Rill Crest Court	64.80
Rillridge Court	74.40
Risen Star Lane	77.10
Rock Mill Road	66.50
Rock Mill Way	45.00
Rolling Mist Court	71.40
Rosalie Court	67.70
Rossiter Ridge	63.70
Roswell Street	73.50
Rowan Avenue	88.50
Royal Boulevard South	76.00
Royal Drive	68.10
Ruby Lane	82.10
Rucker Road	83.00
Rumson Court	56.90
Rumson Lane	57.70
Ruths Farm Way	79.20

Safe Haven Place	95.90
Sailmaker Circle	90.70
Saint Michelle Court	61.30
Saint Michelle Drive	67.00
Saint Michelle Lane	72.50
Saint Michelle Place	66.50
Saint Michelle Way	52.00
Salem Drive	62.30
Salisbury Drive	83.60
Samuel Close Court	86.90
Sandridge Court	49.20
School Drive	65.90
Schooner Ridge	88.10
Scranton Court	91.70
Seale Drive	68.60
Seale Lane	100.00
Seale Trail	100.00
Sedalia Court	88.60
Seeleys Bay Court	89.50
Selbridge Way	93.00
Serenity Court	76.20
Seven Seas Court	78.10
Shade Tree Way	82.60
Shadow Springs Drive	88.80
Shady Grove Lane	74.40
Sharpe Lane	66.00
Sheridan Ridge Court	92.10
Sherman Oaks Way	70.10
Sherry Drive	69.30
Shirley Bridge Road	65.50
Signal Pointe	58.40
Silos Court	57.60
Silverleaf Way	64.70
Singletree Trace	67.60
Smokehouse Court	97.80
Snow Chief Court	76.90
Society Street	64.30
Sophia Cove	28.90
Sorrel Lane	84.50
South Broad Street	65.10
South Kimball Bridge Crossin	55.00

South Somerset Lane	82.90
Southbridge Parkway	60.60
Southerby Lane	77.70
Southlake Court	77.70
Southlake Drive	57.00
Spence Street	76.40
Spence Way	63.80
Spinnaker Circle	86.10
Spinnaker Drive	82.50
Spinnaker Lane	82.10
Spring Gate Lane	60.10
Spring Place Lane	87.60
Spruell Circle	61.20
Staghound Court	61.70
Stanyan Place	82.70
Stanyan Street	84.80
Starboard Way	89.30
Stelten Way	100.00
Stepping Stone Drive	47.90
Stepping Stone Lane	36.10
Stone Creek Court	53.60
Stonebury Drive	93.80
Stonehaven Lane	88.90
Stream Valley Court	93.30
Stream Valley Trail	89.30
Stuart Court	75.70
Stuart Drive	85.40
Sugar Valley Trail	97.00
Sulling Way	100.00
Summer Breeze Court	86.30
Summer Breeze Terrace	86.60
Summerfield Court	88.30
Summerfield Drive	52.40
Summerhill Place	79.20
Sundew Court	100.00
Sundew Drive	100.00
Surrey Court	72.10
Surrey Point	44.90
Sweetwater Trace	75.50
Sydney Walk	57.70
Tadfield Trace	64.00

Tahoe Pines Circle	60.80
Tahoe Pines Way	66.10
Tamarack Court	67.00
Tamarack Way	40.00
Tammany Pointe	62.80
Tate Drive	94.40
Tatum Court	100.00
Tatum Drive	88.20
Teasley Place	88.00
Teasley Street	79.60
Tempo Lane	70.60
Thermopylae Court	90.40
Thomas Street	62.80
Thompson Street	73.60
Thornberry Drive	67.40
Thornbury View	97.40
Thornbury Way	94.30
Tidewater Crossing	63.00
Tidewater Way	76.80
Timberline Place	64.30
Tiverton Court	98.30
Tivdale Court	68.50
Tracy Court	77.90
Tradewinds Parkway	75.30
Trammell Court	70.60
Trammell Drive	64.00
Trammell Place	68.50
Traywick Chase	45.60
Trellis Court	89.20
Tumbling Creek Drive	86.30
Turlough Trail	96.00
Tuscany Court	69.00
Tuxford Drive	55.50
Union Hill Road	88.30
Upper Hembree Road	71.10
Upshaw Drive	65.00
Vance Court	78.40
Vantage Point	45.10
Varina Way	49.30
Vaughan Drive	67.40
Veranda Court	100.00

Village Court	65.50
Village Green Way	63.10
Violet Garden Walk	88.00
Vista Forest Drive	96.60
Wallace Woods Lane	92.70
Walnut Creek Crossing	100.00
Walnut Creek Drive	100.00
Walnut Creek Trail	100.00
Warsaw Road	74.60
Water Lilly Drive	86.70
Watermill Falls	80.00
Waters Cove Way	81.30
Waters Ferry Drive	64.20
Waters Ferry Way	45.80
Waters Glen Way	95.00
Waters Mill Circle	79.40
Waters Mill Court	77.50
Waters Mill Drive	58.70
Waters Mill Trail	72.40
Waters Ridge Drive	69.00
Waters Road	65.30
Waters Run Drive	69.50
Waterview Drive	93.30
Waterview Trail	87.50
Weatherford Circle	50.30
Weatherly Run	92.50
Weatherstone Court	82.60
Weatherstone Way	87.00
Webb Bridge Park	84.10
Webb Bridge Road	57.20
Webb Bridge Way	89.00
Webley Lane	75.60
Wedgewood Drive	78.40
Wednesbury Road	80.30
Welford Trace	85.30
Wellington Place	78.00
Wellisford Court	54.70
Welwyn Walk	62.00
Wendy Hill Drive	83.10
Wessex Court	88.30
Westchester Way	86.40

Westfield Drive	100.00
Westminster Court	74.40
Westre Way	71.20
Westside Court	100.00
Westside Parkway	68.30
Westside Way	79.40
Westwind Lane	92.60
Westwind Pointe	96.90
White Oak Pass	79.60
Wildwood Court	86.10
Willow Overlook	66.60
Willow Tree Way	61.10
Wills Drive	96.60
Wills Lane	96.70
Wills Road	98.50
Willshire Glen	62.10
Winans Walk	77.00
Windfall Court	100.00
Windham Way	54.50
Windsor Court	63.60
Windward Concourse	59.20
Windward Parkway	68.30
Windward Plaza	88.70
Winship Court	56.30
Winston Terrace Court	61.40
Winthroe Chase Court	90.90
Winthroe Chase Drive	87.60
Winthroe Commons	44.50
Winthroe Park Drive	64.90
Winthroe Way Drive	91.40
Wittenridge Court	44.20
Wittenridge Drive	55.50
Wood Shoals Court	70.80
Wood Trace Court	79.90
Wood Trace Drive	68.80
Woodbury Way	49.10
Woodfield Lane	70.40
Woodlake Court	75.10
Woods Ridge Drive	83.20
Wynridge Crossing	90.50
Wynridge Landing	94.00

Wynridge Path	91.10
Wynridge Pointe	92.20
Wynridge Trace	94.90
Yasha Court	90.40
Zephyr Way	96.00

Road Name	Weighted Average PCI
Abbey Terrace	94.68
Abernathy Oaks Way	100.00
Academy Street	73.00
Acreview Drive	60.83
Admiral Court	52.33
Admiral Crossing	69.53
Aidan Park	100.00
Alderman Drive	70.12
Alexander Drive	88.65
Allyson Circle	53.91
Amber Park Drive	68.63
Amberlilly Drive	78.76
Ambrose Avenue	81.89
Americas Cup Cove	93.27
Amesdale Court	65.54
Anchor Bend	92.18
Andover	56.55
Anna Lane	93.23
Anson Avenue	86.70
Arbor View	81.52
Arborhill Lane	91.94
Arklow Drive	87.41
Arkwith Way	65.11
Armina Court	82.92
Arrowood Court	100.00
Arrowood Lane	98.44
Arts Summit Road	66.11
Ash Rill Drive	45.16
Augeron Court	69.28
Autumn Sage Drive	80.64
Aylesworth Cove	69.06
Bannerhorn Run	92.78
Banyon Lane	70.36
Barnesley Lane	62.58
Barnesville Court	77.02
Bascomb Farm Drive	86.32
Bates Road	58.54
Beacon Hill Crossing	92.32
Beacon Hill Way	91.00

Legend	
Color	Range
Very Poor	0 - 24.9
Poor	25 - 49.9
Fair	50 - 74.9
Good	75 - 100

Overall Roadway Average PCI report: Current All Road Average – **75.58** (*This score does not include the FY26 M&R Capital Project) Sections of each roadway may score lower or higher than overall average scoring category. The category rating is for the average score of the entire roadway. Work is often performed on sections of larger roads that score low compared to the overall average. Overall Roadway AveragePCI- **77.83** (After FY25 M&R)

Beacon Knoll Drive	82.37
Beaver Creek Road	77.50
Bellflower Drive	86.56
Belmont Chase Court	89.46
Belvoir Lane	85.97
Benson Court	95.52
Bent Creek Crossing	100.00
Bent Creek Manor	97.67
Bent Creek Terrace	95.57
Bentwood Trace	61.85
Beragio Drive	48.99
Beragio Place	79.21
Berkshire Manor Drive	66.49
Bethany Court	77.55
Bethany Road	91.48
Big Creek Court	78.28
Big Creek Overlook	50.40
Big Horn Circle	100.00
Birch Hollow Drive	82.77
Birch Hollow Place	87.06
Birch Ridge Court	77.47
Birch Ridge Drive	71.06
Birch Rill Drive	46.68
Birchington Close	58.17
Birkdale Court	73.67
Bishops Gate Court	85.23
Bisland Court	34.10
Bittercress Court	67.93
Blackwatch Lane	76.30
Blake Road	87.77
Blue Heron Lane	55.36
Blue Jay Terrace	34.62
Boxgrove Road	89.49
Bracebridge Road	82.89
Bradbury Lane	80.38
Brady Place	59.28
Braeden Way	92.32
Brandywine Trail	78.46
Breckenridge Court	100.00
Breckenridge Lane	100.00
Briar Rose Drive	49.97

Briars Bend	70.93
Bridge Pointe Court	56.47
Bridge Pointe Drive	68.21
Brier Ridge	75.59
Brierfield Lake	78.27
Brierfield Road	78.96
Briers Chute	77.47
Briers Creek Drive	67.97
Brighton Circle	76.19
Brisbane Drive	54.06
Broadwell Oaks Court	75.29
Broadwell Oaks Drive	75.50
Broadwell Road	61.12
Brook Drive	51.35
Brook Landing Court	89.35
Brooke Forest Court	86.91
Brookeview Court	61.69
Brookford Drive	60.96
Brookhill Crossing Court	63.80
Brookhill Crossing Lane	76.30
Brookline Court	85.96
Brookline Drive	86.15
Brookline Ridge	89.56
Brookline Trace	86.25
Brookline Way	85.76
Brookmeadow Court	67.66
Brookmill Point	76.87
Brookridge Terrace	89.51
Brookside Parkway	68.01
Brookstone Court	85.80
Brown Thrasher Court	70.20
Bryn Athyn Court	71.94
Burford Hollow	83.84
Burnett Way	48.89
Cains Cove	47.20
Calla Lane	75.86
Cambridge Court	100.00
Canberra Way	52.00
Caney Creek Landing	85.61
Cannonade Drive	50.57
Cannonero Drive	75.59

Northside paved not south

Canter Lane	100.00
Canton Street	74.66
Cape York Trace	65.62
Carrara Cove	56.79
Carverton Lane	100.00
Carybell Lane	90.60
Castleton Court	88.84
Cathedral Drive	94.00
Celandine Way	68.93
Celestial Way	86.80
Centennial Drive	63.56
Chantilly Drive	64.75
Chapel Saint Leon Court	91.96
Charlotte Drive	79.27
Chasewood Landing	100.00
Chasewood Trail	100.00
Chasewood Way	100.00
Chelsey Circle	66.43
Chelsey Court	80.03
Chelsey Lane	75.95
Chestnut Court	82.78
Chicory Way	75.60
Christer Court	100.00
Church Street	83.18
Churchill Heights	98.88
Clairborne Drive	100.00
Clairmeade Trail	100.00
Clairmonte Avenue	100.00
Clairview Street	100.00
Clarinbridge Way	60.95
Clipper Bay Drive	53.28
Clipper Court	82.37
Clubhouse Drive	65.26
Cobblestone Court	79.74
Cobblestone Way	83.67
Cogburn Overlook	78.68
Cogburn Pointe	79.53
Cogburn Ridge Road	70.48
Cogburn Ridge Way	72.30
Cogburn Road	59.62
Cold Creek Drive	81.77

Colony Drive	64.65
Columbia Bay	94.00
Commerce Street	83.17
Compass Pointe Chase	72.06
Compass Pointe Crossing	64.12
Compass Pointe Drive	62.70
Compass Pointe Walk	80.10
Concord Street	95.00
Constantine Close	100.00
Copper Circle	93.72
Cornerstone Way	82.68
Cotton Alley	89.80
Cotton Creek Entry	57.52
Cotton Field Court	58.91
Cotton Field Trace	49.00
Cotton Field Way	46.48
Cotton Mill Path	54.17
Cotton Mill Place	59.74
Courageous Wake	89.42
Crabapple Chase Court	59.61
Crabapple Chase Drive	87.99
Crabapple Crescent Court	18.65
Crabapple Farm Drive	78.05
Crabapple Meadow Way	87.48
Crabapple Trace	65.06
Crabapple Tree Court	92.44
Cranchester Way	72.16
Creek Landing Lane	68.02
Creek Ridge Crossing	91.39
Creek Ridge Pointe	81.07
Creek Run Court	100.00
Creek Spring Court	95.00
Creekline Drive	62.49
Creekpark Court	65.23
Crestwood Court	66.05
Cricket Lane	85.35
Crocker Way	100.00
Crofters Pass	51.09
Culworth Manor	69.61
Cumberland Court	61.29
Cumming Street	100.00

Cutty Sark Way	56.42
Daintree Drive	69.47
Dania Drive	90.83
Darvish Lane	92.92
Dashing Wave Lane	47.00
Davis Bend	65.89
Davis Drive	95.17
Davis Island	82.99
Dearborne Lane	79.62
Deerfield Parkway	63.24
Denna Drive	98.66
Denna Place	100.00
Dennis Drive	80.52
Derby Chase Court	85.29
Destiny Trace	100.00
Devon Court	90.15
Devon Lane	94.13
Devore Road	47.87
Dodds Grove Lane	85.32
Dottie Lane	67.73
Douglas Road	50.36
Dover Avenue	83.38
Driffield Court	97.63
Driffield Way	92.72
Dryden Road	63.05
Duke Drive	74.57
Dunoon Drive	57.90
Dunster Court	93.99
Eagles Mere Court	89.70
Earls Court	87.60
Ebley Place	76.40
Eddystone Point	94.70
Edison Drive	68.00
Elizabeth Boulevard	86.10
Ellis Avenue	92.90
Emerson Place	83.60
Emily Lane	83.80
Encore Parkway	77.40
Erin Drive	81.50
Essex Court	90.70
Estates Circle	75.10

Estates Run	89.00
Estates Terrace	66.00
Evergreen Lane	67.00
Eversedge Court	100.00
Eversedge Drive	93.70
Fairfax Drive	97.30
Fairleaf Court	96.20
Fanfare Way	70.30
Farm Grove Trace	16.60
Ferncreek Drive	68.60
Fieldstone Court	91.70
Fieldstone Crossing	85.00
Fieldstone Edge	87.20
Fieldstone Landing	86.30
Fieldstone Path	72.90
Fieldstone Walk	91.00
Fieldstone Way	82.30
Flying Scot Court	53.70
Flying Scot Way	76.10
Forest Path Circle	86.80
Forest Path Lane	91.10
Founders Parkway	62.00
Fox Chase Circle	94.60
Fox Lair Lane	100.00
Fox Road	95.80
Foxthorne Way	95.10
Freemanville Road	100.00
Friar Court	67.40
Gadsden Street	72.50
Gannett Nook	86.30
Garrick Point	90.60
Gate Dancer Way	74.90
Gatehouse Court	100.00
Georgia Lane	53.40
Glen Abbey Drive	95.90
Gleneagles Pointe	80.50
Glenn Knolls Court	59.10
Goldenrod Drive	83.40
Golf Club Drive	80.30
Gramercy Lane	100.00
Gransley Court	66.40

Graystone Crossing	100.00
Graystone Terrace	100.00
Graystone Way	100.00
Great Oaks Way	59.70
Great Rissington Way	82.10
Greatwood Court	70.00
Greatwood Crossing	70.60
Greatwood Lane	72.90
Greatwood Manor	72.40
Greatwood Path	67.20
Greatwood Terrace	79.30
Greenmont Circle	77.80
Greenmont Downs Lane	66.60
Greenmont Downs Trace	64.60
Greenmont Walk	68.20
Greenmont Walk Court	63.90
Greens Creek Lane	84.80
Grenadier Lane	64.60
Grey Abbey Drive	83.10
Gromwell Drive	93.30
Guardsman Court	82.00
Gullwing Court	73.70
Gunter Court	56.70
Hall Court	69.10
Hampton Hill Drive	85.00
Hamptons Chase	81.80
Hamptons Crossing	82.20
Hamptons Passage	78.20
Hamptons Run	83.20
Haney Drive	89.80
Hanlon Way	96.00
Harbour Cove Court	62.40
Harbour Landing	66.50
Harbour Overlook	70.90
Harbour Point	64.10
Harbour Ridge Court	67.70
Harbour Ridge Drive	71.50
Harbour Ridge Run	71.80
Harbour View Drive	72.70
Harrington Drive	92.40
Harris Ridge Court	100.00

Harris Road	100.00
Harrogate Way	78.00
Haven Bluff	90.70
Hawkhorn Court	100.00
Haynes Bridge Road	70.50
Haynes Forest Drive	92.40
Haynes Valley Court	66.30
Hayward Lane	62.90
Hearthstone Way	82.30
Hebden Bridge Lane	53.90
Hedge Lawn Trail	89.00
Hembree Road	70.70
Henderson Court	73.40
Henderson Parkway	92.40
Henley Way	84.90
Heritage Lane	64.70
Hidden Meadow Drive	68.30
High Hampton Chase	85.30
High Hampton Run	95.00
High Vista Court	87.90
Highland Bend Cove	100.00
Highland Glen Court	70.10
Highland Glen Drive	64.00
Highlands Court	88.00
Highmeade Drive	98.50
Highmeade Terrace	97.90
Highview Pines Pass	90.50
Hill Chase	87.60
Hillcrest Heights	91.10
Hollymount Road	73.90
Hook Road	100.00
Hopewell Plantation Drive	100.00
Hopewell Road	78.60
Hughes Branch Close	81.20
Hunters Meadow Lane	100.00
Hunters Oaks Drive	100.00
Hunters Oaks Lane	100.00
Huntington Downs	100.00
Huntington Trace	100.00
Huntington Trace Lane	100.00
Indian Mill Court	36.20

Indian Ridge Court	50.20
Inlet Woods Court	66.50
Innovation Way	100.00
Intreped Cut	65.90
Jacaranda Court	58.90
Jane Wallace Lane	95.00
Javad Lane	68.10
Jay Drive	78.80
Jayne Ellen Court	95.90
Jayne Ellen Way	78.30
Jenkins Court	82.50
Jenny Lind Lane	93.00
Jere Drive	100.00
Jessup Court	100.00
John Christopher Drive	100.00
Johnny Herron Way	29.20
Jon Scott Drive	48.80
Jonquilla Drive	84.50
Jordan Court	100.00
Julep Court	100.00
Karen Drive	71.90
Kearny Court	62.80
Kearny Street	80.80
Keaton Court	88.20
Kenneth Drive	69.10
Kersey Cove	93.10
Kestrel Cove	62.50
Ketton Way	82.30
Keystone Court	85.30
Kia Drive	57.30
Kimball Bridge Cove	94.00
Kimball Bridge Road	100.00
Kimball Crest Court	100.00
Kimball Crest Drive	70.50
Kimball Trace	85.70
Kimball Way	87.20
Kincardine Way	71.20
Kinderhill Court	59.50
Kingry Lane	74.00
Kingsmark Trail	69.70
Kingsport Drive	100.00

Kingspring Court	100.00
Kingswood Place	84.50
Kingsworth Way	100.00
Kinner Circle	100.00
Kirkstall Trail	40.80
Knightsbridge Way	84.10
Knoll Crest Court	84.10
Knoll Ridge Court	39.00
Ladbroke Lane	58.50
Lainston Court	89.50
Lake Pines Pointe	79.30
Lake Shore Landing	57.70
Lake Shore Links	61.10
Lake Shore Overlook	46.30
Lake Windward Drive	78.00
Lake Windward Landing	42.50
Lake Windward Overlook	79.50
Lakeview Parkway	69.70
Lakewind Court	54.10
Lakewind Way	59.70
Lambdin Lane	92.00
Landings Chase	100.00
Landings Court	92.20
Landings Overlook	84.90
Lansburgh Turn	96.00
Lantern Ridge Court	87.20
Lantern Ridge Drive	98.10
Laurelwood Farm Drive	75.80
Laurelwood Lane	76.40
Lauren Hall Court	86.20
Laurens Oak Court	60.50
Leafwing Court	94.70
Lee Drive	70.40
Leeward Run Court	100.00
Leeward Run Drive	100.00
Leeward Walk Circle	69.20
Leeward Walk Lane	68.30
Lewiston Court	82.10
Leycroft Court	79.40
Liana Point	78.00
Lighthouse Lane	94.80

Lighthouse Pointe Court	94.50
Lillian Drive	87.80
Lily Garden Place	91.70
Linkside Drive	75.00
Linkside Hollow	71.00
Linkside Overview	83.90
Linkside Terrace	66.90
Little Creek Crossing	52.80
Little Pine Trail	92.00
Locust Grove Court	77.40
Long Indian Creek Court	54.90
Longcreek Pointe	84.70
Longstone Landing	93.20
Lullwater Way	85.90
Lunetta Lane	58.40
Lunsford Circle	100.00
Lyerly Pointe	100.00
Lynne Circle	65.30
Mae Lane	100.00
Maid Marion Close	42.80
Mainstay Place	86.40
Maisie Court	70.70
Malbrough Drive	93.60
Mallory Manor Court	69.60
Mamie Court	100.00
Mandi Way	62.90
Manning Drive	84.90
Manning Street	37.20
Mansell Court	68.30
Mansell Road	81.90
Maple Lane	85.30
Marconi Drive	63.40
Marianna Lane	89.10
Marietta Street	79.90
Marin Court	78.80
Mariners Court	100.00
Mariners Cove	100.00
Mariners Ridge	98.10
Marjean Way	92.00
Marka Lane	83.40
Market Place	59.80

Market Street	62.60
Marstrow Drive	83.10
Mashburn Drive	83.50
Maxwell Road	65.70
May Apple Court	93.60
May Apple Drive	88.30
May Apple Lane	92.60
May Apple Trace	76.60
Mayfield Circle	50.00
Mayfield Manor Drive	82.70
Mayfield Road	70.60
McCoy Way	83.10
McGinnis Ferry Road	61.20
Meadow Drive	66.80
Meadow Spring Court	66.50
Meeting Street	96.00
Melbourne Trail	54.70
Meridian Court	83.60
Meridian Crossing	79.70
Merroway Court	89.00
Michael Drive	58.70
Michaela Drive	63.50
Mid Broadwell Road	59.70
Mid Broadwell Trace	80.00
Mill Creek Avenue	64.50
Millstone Court	94.60
Millstone Drive	93.00
Milton Avenue	67.80
Milton Park Court	72.40
Milton Park Drive	67.80
Minsterworth Drive	83.70
Mist Green Court	93.80
Misty Moon Court	83.40
Monroe Court	95.60
Monroe Drive	93.40
Monroe Way	93.00
Montauk Way	62.20
Morning Mist Court	80.40
Morning Mist Drive	86.90
Morning Mist Way	90.50
Morris Road	70.50

Morrison Parkway	72.10	Eastside
Mossy Place	72.10	
Mountain Pine Lane	64.20	
Murdock Lane	84.10	
Myers Drive	71.90	
Nasser Avenue	87.30	
Nathan Circle	95.00	
Needham Street	100.00	
Newcastle Drive	98.80	
Newport Bay Cove	72.40	
Newport Bay Drive	65.20	
Newport Bay Passage	70.00	
Newport Court	83.70	
Newport Fairway	84.40	
Newport Green	91.10	
Newport Heights	85.10	
Newport Hollow	81.60	
Newport Shore	80.10	
Newport Terrace	82.10	
Newport Trace	81.90	
Nobel Court	29.40	
Norcross Street	69.00	
North Bluff	62.50	
North Broad Street	74.60	
North Creek Circle	100.00	
North Creek Court	51.00	
North Farm Drive	58.30	
North Fulton Industrial Boule	65.40	
North Hickory Trace	68.30	
North Pine Drive	62.00	
North Point Center East	84.30	
North Point Court	52.40	
North Point Drive	74.50	
North Point Parkway	67.20	
North Saint Phillip Lane	93.40	
North Somerset Lane	81.60	
North Trace	56.60	
Northwinds Parkway	100.00	
Nottingham Court	55.60	
Nottingham Point	59.80	
Oak Falls Drive	66.40	

Oak Terrace	68.70
Oak Tree Hollow	49.60
Oakland Lane	95.00
Oakmere	56.70
Oakvale Rise	77.40
Oakview Court	91.80
Old Alabama Road Connector	82.00
Old Canton Street	77.40
Old Milton Parkway	84.80
Old Morris Road	61.70
Old Roswell Road	67.90
Old Roswell Street	66.00
Old Station Place	77.90
Olde Lauren Court	89.20
Orchard Farm Lane	64.60
Osprey Drive	75.40
Owens Oak Circle	79.50
Paddington Court	31.30
Paddock Court	100.00
Park Bridge Parkway	84.70
Park Brooke Court	87.60
Park Brooke Drive	71.70
Park Brooke Trace	82.80
Park Brooke Walk Way	93.60
Park Brooke Way	79.90
Park Creek Drive	83.80
Park Creek Ridge	87.90
Park Creek Trace	91.90
Park Creek Way	66.00
Park Glenn Drive	74.10
Park Plaza	76.20
Park Street	60.20
Park Woods Circle	71.20
Parkcreek Court	80.40
Parkerwood Way	62.10
Parkmont Drive	62.80
Parkmont Trace	74.90
Parkside Close	98.00
Peace Creek Trace	87.90
Pearles Court	64.50
Pearson Court	86.00

Pebble Trail	71.60
Pebblestone Court	91.80
Penn Oak Court	75.00
Peyton Farm Drive	50.60
Peyton Farm Way	62.00
Pilgrimage Point	74.30
Pin Oak Lane	66.00
Pinchon Place	67.10
Pindell Circle	93.00
Pine Grove Drive	100.00
Pine Isle Court	40.80
Pine Knoll	72.80
Pine Rise Court	70.70
Pine Top Court	64.00
Pine Valley Drive	53.70
Pine Vista Boulevard	72.90
Pinebrook Court	100.00
Pinehigh Drive	62.10
Pinehollow Court	67.00
Pineset Drive	67.20
Pinetree Circle	75.40
Pinewalk Drive	53.90
Pinewalk Forest Circle	71.30
Pinewalk Forest Court	68.40
Pinewalk Way	41.80
Piney Hill Court	56.80
Piney Hill Trace	65.50
Plymouth Lane	93.20
Pointe Place	50.50
Portico Point	61.30
Portsmouth Court	100.00
Preservation Drive	88.30
Preston Court	100.00
Preston Ridge Road	76.30
Princeton Court	71.80
Providence Place Drive	100.00
Providence Place Way	100.00
Providence Road	93.50
Providence Square	81.60
Pruitt Drive	88.00
Quay Circle	51.50

Radlett Lane	90.40
Rainwater Boulevard	73.10
Rainwater Drive	82.10
Ramsden Run	58.00
Ranger Passage	78.30
Ratcliff Cove	67.10
Red Jacket Way	48.50
Red Oak Lane	64.50
Redbud Drive	82.20
Redmond Ridge Circle	100.00
Reece Road	69.20
Relais Trace	100.00
Reserve Court	85.90
Rexford Lane	100.00
Rheims Way	98.70
Rhodes Chase Court	70.60
Rhodes Creek Court	76.10
Rhodes Creek Trail	94.00
Richards Circle	85.10
Ridge Court	100.00
Ridge Haven Run	86.90
Ridge Oak Place	87.50
Ridge Run Avenue	72.30
Ridgewood Way	63.50
Rill Crest Court	64.80
Rillridge Court	74.40
Risen Star Lane	77.10
Rock Mill Road	66.50
Rock Mill Way	45.00
Rolling Mist Court	71.40
Rosalie Court	67.70
Rossiter Ridge	63.70
Roswell Street	73.50
Rowan Avenue	88.50
Royal Boulevard South	76.00
Royal Drive	68.10
Ruby Lane	82.10
Rucker Road	83.00
Rumson Court	56.90
Rumson Lane	57.70
Ruths Farm Way	79.20

Safe Haven Place	95.90
Sailmaker Circle	90.70
Saint Michelle Court	61.30
Saint Michelle Drive	67.00
Saint Michelle Lane	72.50
Saint Michelle Place	66.50
Saint Michelle Way	52.00
Salem Drive	62.30
Salisbury Drive	83.60
Samuel Close Court	86.90
Sandridge Court	49.20
School Drive	65.90
Schooner Ridge	88.10
Scranton Court	91.70
Seale Drive	68.60
Seale Lane	100.00
Seale Trail	100.00
Sedalia Court	88.60
Seeleys Bay Court	89.50
Selbridge Way	93.00
Serenity Court	76.20
Seven Seas Court	78.10
Shade Tree Way	82.60
Shadow Springs Drive	88.80
Shady Grove Lane	74.40
Sharpe Lane	66.00
Sheridan Ridge Court	92.10
Sherman Oaks Way	70.10
Sherry Drive	69.30
Shirley Bridge Road	65.50
Signal Pointe	58.40
Silos Court	57.60
Silverleaf Way	64.70
Singletree Trace	67.60
Smokehouse Court	97.80
Snow Chief Court	76.90
Society Street	64.30
Sophia Cove	28.90
Sorrel Lane	84.50
South Broad Street	65.10
South Kimball Bridge Crossin	55.00

South Somerset Lane	82.90
Southbridge Parkway	60.60
Southerby Lane	77.70
Southlake Court	77.70
Southlake Drive	57.00
Spence Street	76.40
Spence Way	63.80
Spinnaker Circle	86.10
Spinnaker Drive	82.50
Spinnaker Lane	82.10
Spring Gate Lane	60.10
Spring Place Lane	87.60
Spruell Circle	61.20
Staghound Court	61.70
Stanyan Place	82.70
Stanyan Street	84.80
Starboard Way	89.30
Stelten Way	100.00
Stepping Stone Drive	47.90
Stepping Stone Lane	36.10
Stone Creek Court	53.60
Stonebury Drive	93.80
Stonehaven Lane	88.90
Stream Valley Court	93.30
Stream Valley Trail	89.30
Stuart Court	75.70
Stuart Drive	85.40
Sugar Valley Trail	97.00
Sulling Way	100.00
Summer Breeze Court	86.30
Summer Breeze Terrace	86.60
Summerfield Court	88.30
Summerfield Drive	52.40
Summerhill Place	79.20
Sundew Court	100.00
Sundew Drive	100.00
Surrey Court	72.10
Surrey Point	44.90
Sweetwater Trace	75.50
Sydney Walk	57.70
Tadfield Trace	64.00

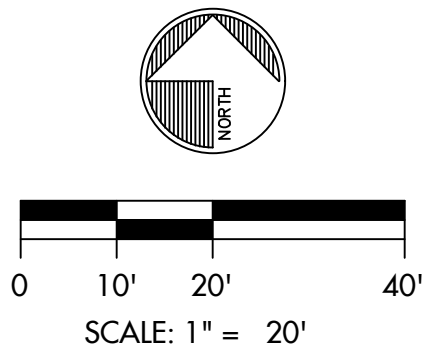
Tahoe Pines Circle	100.00
Tahoe Pines Way	100.00
Tamarack Court	100.00
Tamarack Way	100.00
Tammany Pointe	100.00
Tate Drive	94.40
Tatum Court	100.00
Tatum Drive	88.20
Teasley Place	88.00
Teasley Street	79.60
Tempo Lane	70.60
Thermopylae Court	90.40
Thomas Street	62.80
Thompson Street	73.60
Thornberry Drive	67.40
Thornbury View	97.40
Thornbury Way	94.30
Tidewater Crossing	63.00
Tidewater Way	76.80
Timberline Place	100.00
Tiverton Court	98.30
Tivdale Court	68.50
Tracy Court	77.90
Tradewinds Parkway	75.30
Trammell Court	70.60
Trammell Drive	64.00
Trammell Place	68.50
Traywick Chase	100.00
Trellis Court	89.20
Tumbling Creek Drive	86.30
Turlough Trail	96.00
Tuscany Court	69.00
Tuxford Drive	55.50
Union Hill Road	88.30
Upper Hembree Road	71.10
Upshaw Drive	65.00
Vance Court	78.40
Vantage Point	45.10
Varina Way	49.30
Vaughan Drive	67.40
Veranda Court	100.00

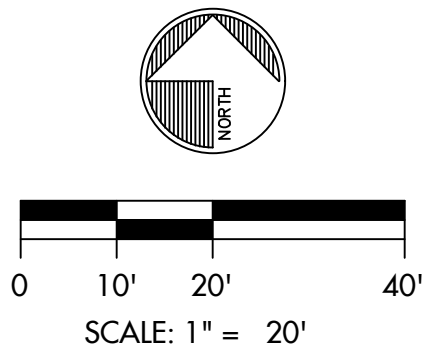
Village Court	65.50
Village Green Way	63.10
Violet Garden Walk	88.00
Vista Forest Drive	96.60
Wallace Woods Lane	92.70
Walnut Creek Crossing	100.00
Walnut Creek Drive	100.00
Walnut Creek Trail	100.00
Warsaw Road	74.60
Water Lilly Drive	86.70
Watermill Falls	80.00
Waters Cove Way	81.30
Waters Ferry Drive	64.20
Waters Ferry Way	45.80
Waters Glen Way	95.00
Waters Mill Circle	79.40
Waters Mill Court	77.50
Waters Mill Drive	58.70
Waters Mill Trail	72.40
Waters Ridge Drive	69.00
Waters Road	65.30
Waters Run Drive	69.50
Waterview Drive	93.30
Waterview Trail	87.50
Weatherford Circle	50.30
Weatherly Run	92.50
Weatherstone Court	82.60
Weatherstone Way	87.00
Webb Bridge Park	100.00
Webb Bridge Road	57.20
Webb Bridge Way	89.00
Webley Lane	75.60
Wedgewood Drive	78.40
Wednesbury Road	80.30
Welford Trace	85.30
Wellington Place	78.00
Wellisford Court	54.70
Welwyn Walk	62.00
Wendy Hill Drive	83.10
Wessex Court	88.30
Westchester Way	86.40

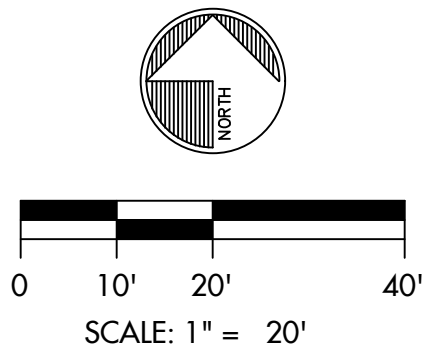
Westfield Drive	100.00
Westminster Court	74.40
Westre Way	100.00
Westside Court	100.00
Westside Parkway	68.30
Westside Way	79.40
Westwind Lane	92.60
Westwind Pointe	96.90
White Oak Pass	79.60
Wildwood Court	86.10
Willow Overlook	66.60
Willow Tree Way	61.10
Wills Drive	96.60
Wills Lane	96.70
Wills Road	98.50
Willshire Glen	62.10
Winans Walk	77.00
Windfall Court	100.00
Windham Way	54.50
Windsor Court	63.60
Windward Concourse	59.20
Windward Parkway	68.30
Windward Plaza	88.70
Winship Court	56.30
Winston Terrace Court	61.40
Winthroe Chase Court	90.90
Winthroe Chase Drive	87.60
Winthroe Commons	44.50
Winthroe Park Drive	64.90
Winthroe Way Drive	91.40
Wittenridge Court	44.20
Wittenridge Drive	55.50
Wood Shoals Court	70.80
Wood Trace Court	79.90
Wood Trace Drive	68.80
Woodbury Way	49.10
Woodfield Lane	70.40
Woodlake Court	75.10
Woods Ridge Drive	83.20
Wynridge Crossing	90.50
Wynridge Landing	94.00

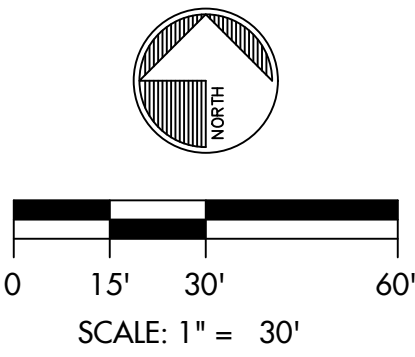
Wynridge Path	91.10
Wynridge Pointe	92.20
Wynridge Trace	94.90
Yasha Court	90.40
Zephyr Way	96.00

SCHEDULE OF ITEMS FY 26 MILLING & RESURFACING ITB #26-001				Blount Construction Company, LLC		Allied Paving Contractors, INC		C.W. Matthews Contractors		Summit Construction & Development LLC		Vertical Earth		Triple R Paving		Baldwin paving		Surface Masters		Bartow Paving		South Georgia Milling	
Line Item	Description	Quantity	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
Mill Existing Asphalt				Milling		Milling		Milling		Milling		Milling		Milling		Milling		Milling		Milling		Milling	
1.A	Full Width Mill, 1.5" Depth - Daytime	124,513	SY	\$ 1.97	\$ 245,290.61	\$ 2.55	\$ 317,508.15	\$ 3.10	\$ 385,990.30	\$ 1.95	\$ 242,800.35	\$ 2.84	\$ 353,616.92	\$ 2.43	\$ 302,566.59	\$ 2.65	\$ 329,959.45	\$ 1.27	\$ 158,131.51	\$ 2.75	\$ 342,410.75	\$ 2.06	\$ 256,496.78
1.B	Full Width Mill, 2" Depth - Daytime	75,262	SY	\$ 3.29	\$ 247,611.98	\$ 3.40	\$ 255,890.80	\$ 3.96	\$ 298,037.52	\$ 2.10	\$ 158,050.20	\$ 2.76	\$ 207,723.12	\$ 2.43	\$ 182,886.66	\$ 2.70	\$ 203,207.40	\$ 1.78	\$ 133,966.36	\$ 3.01	\$ 226,538.62	\$ 2.91	\$ 219,012.42
1.C	Full Width Mill, 3.0" Depth - Daytime	9,274	SY	\$ 4.99	\$ 46,277.26	\$ 5.15	\$ 47,761.10	\$ 3.74	\$ 34,684.76	\$ 2.60	\$ 24,112.40	\$ 6.63	\$ 61,486.62	\$ 3.23	\$ 29,955.02	\$ 7.50	\$ 69,555.00	\$ 2.58	\$ 23,926.92	\$ 3.74	\$ 34,684.76	\$ 6.99	\$ 64,825.26
Sub-Total for Milling:				\$ 539,179.85		\$ 621,160.05		\$ 718,712.58		\$ 424,962.95		\$ 622,826.66		\$ 515,408.27		\$ 602,721.85		\$ 316,024.72		\$ 603,634.13		\$ 540,334.46	
Soil Cement				Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement		Soil Cement	
2.A	Soil Cement - 60 lbs / yd2	9,274	SY	\$ 14.63	\$ 135,678.62	\$ 12.50	\$ 115,925.00	\$ 15.74	\$ 145,972.76	\$ 22.00	\$ 204,028.00	\$ 17.74	\$ 164,520.76	\$ 17.67	\$ 163,871.58	\$ 19.00	\$ 176,206.00	\$ 11.69	\$ 108,413.06	\$ 15.75	\$ 146,065.50	\$ 19.88	\$ 184,367.12
Sub-Total for Soil Cement:				\$ 135,678.62		\$ 115,925.00		\$ 145,972.76		\$ 204,028.00		\$ 164,520.76		\$ 163,871.58		\$ 176,206.00		\$ 108,413.06		\$ 146,065.50		\$ 184,367.12	
Inlay Asphalt				Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt	
3.A	9.5mm SUPERPAVE	11,960	TN	\$ 111.90	\$ 1,338,324.00	\$ 124.50	\$ 1,489,020.00	\$ 112.18	\$ 1,341,672.80	\$ 115.00	\$ 1,375,400.00	\$ 136.16	\$ 1,628,473.60	\$ 117.54	\$ 1,405,778.40	\$ 130.00	\$ 1,554,800.00	\$ 125.71	\$ 1,503,491.60	\$ 123.00	\$ 1,471,080.00	\$ 114.52	\$ 1,369,659.20
3.B	12.5mm SUPERPAVE	8,754	TN	\$ 113.18	\$ 990,777.72	\$ 119.50	\$ 1,046,103.00	\$ 114.55	\$ 1,002,770.70	\$ 115.00	\$ 1,006,710.00	\$ 126.39	\$ 1,106,418.06	\$ 115.74	\$ 1,013,187.96	\$ 131.75	\$ 1,153,339.50	\$ 124.25	\$ 1,087,684.50	\$ 121.00	\$ 1,059,234.00	\$ 112.50	\$ 984,825.00
Sub-Toal for Asphalt:				\$ 2,329,101.72		\$ 2,535,123.00		\$ 2,344,443.50		\$ 2,382,110.00		\$ 2,734,891.66		\$ 2,418,966.36		\$ 2,708,139.50		\$ 2,591,176.10		\$ 2,530,314.00		\$ 2,354,484.20	
Inlay Asphalt- Webb Bridge park				Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park		Webb Bridge park	
4	9.5mm SUPERPAVE	2,848	TN	\$ 111.89	\$ 318,662.72	\$ 124.50	\$ 354,576.00	\$ 115.32	\$ 328,431.36	\$ 115.00	\$ 327,520.00	\$ 141.80	\$ 403,846.40	\$ 119.24	\$ 339,595.52	\$ 130.75	\$ 372,376.00	\$ 129.48	\$ 368,759.04	\$ 135.00	\$ 384,480.00	\$ 116.56	\$ 331,962.88
Sub-Toal for WBP:				\$ 318,662.72		\$ 354,576.00		\$ 328,431.36		\$ 327,520.00		\$ 403,846.40		\$ 339,595.52		\$ 372,376.00		\$ 368,759.04		\$ 384,480.00		\$ 331,962.88	
Miscellaneous																							
5	19mm SUPERPAVE Patching (including milling)	1,500	TN	\$ 149.86	\$ 224,790.00	\$ 155.00	\$ 232,500.00	\$ 160.47	\$ 240,705.00	\$ 125.00	\$ 187,500.00	\$ 165.29	\$ 247,935.00	\$ 153.97	\$ 230,955.00	\$ 212.50	\$ 318,750.00	\$ 131.23	\$ 196,845.00	\$ 155.30	\$ 232,950.00	\$ 251.69	\$ 377,535.00
6	Remove speed bump/table	5	EA	\$ 109.49	\$ 547.45	\$ 1,150.00	\$ 5,750.00	\$ 1,205.65	\$ 6,028.25	\$ 2,500.00	\$ 12,500.00	\$ 550.00	\$ 2,750.00	\$ 1,000.00	\$ 5,000.00	\$ 1,888.00	\$ 9,440.00	\$ 500.00	\$ 2,500.00	\$ 2,124.49	\$ 10,622.45	\$ 5,000.00	\$ 25,000.00
7	Traffic Control & Temporary Striping	1	LS	\$ 595,216.44	\$ 595,216.44	\$ 155,000.00	\$ 155,000.00	\$ 146,072.77	\$ 146,072.77	\$ 310,442.87	\$ 310,442.87	\$ 158,868.82	\$ 158,868.82	\$ 127,000.00	\$ 127,000.00	\$ 118,976.00	\$ 118,976.00	\$ 162,330.00	\$ 162,330.00	\$ 63,517.65	\$ 63,517.65	\$ 200,000.00	\$ 200,000.00
8	Mobilization, Bonds, & Insurance	1	LS	\$ 99,887.91	\$ 99,887.91	\$ 8,300.00	\$ 8,300.00	\$ 47,520.00	\$ 47,520.00	\$ 105,100.00	\$ 105,100.00	\$ 78,710.50	\$ 78,710.50	\$ 58,000.00	\$ 58,000.00	\$ 135,562.00	\$ 135,562.00	\$ 62,410.00	\$ 62,410.00	\$ 75,922.61	\$ 75,922.61	\$ 117,780.00	\$ 117,780.00
Grand Total:				\$ 4,243,084.71		\$ 4,028,334.05		\$ 3,977,886.22		\$ 3,954,163.82		\$ 4,414,348.80		\$ 3,558,796.73		\$ 4,442,171.35		\$ 3,808,457.99		\$ 4,047,506.34		\$ 4,131,463.66	
Add Alternate																							
* This alternate, if included, will only be applied towards the inlay of 12.5mm asphalt on location 3 (Providence Road). Bidders will not be scored on this unit price. DO NOT FACTOR MTY USAGE INTO UNIT PRICING IN THE MAIN SCHEDULE OF ITEMS.																							
Line Item	Description	Quantity	Unit	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
A.1	Permenent striping	1	LS	\$ 140,964.00	\$ 140,964.00	\$ 160,000.00	\$ 160,000.00	\$ 85,755.00	\$ 85,755.00	\$ 102,906.00	\$ 102,906.00	\$ 121,748.00	\$ 121,748.00	\$ 158,000.00	\$ 158,000.00	\$ 97,109.25	\$ 97,109.25	\$ 305,650.00	\$ 305,650.00	\$ 236,000.00	\$ 236,000.00	\$ 260,000.00	\$ 260,000.00
Total with Alternate:				\$ 4,384,028.71		\$ 4,188,334.05		\$ 4,063,641.22		\$ 4,057,069.82		\$ 4,536,097.80		\$ 4,016,796.73		\$ 4,539,280.60		\$ 4,114,107.99		\$ 4,283,506.34		\$ 4,391,463.66	











STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: September 8, 2025

AGENDA ITEM:

Invitation to Bid 26-002: Sidewalk Construction on Multiple Road Sections

Consideration of approval of the award of a contract for ITB 26-002 to Sol Construction, LLC for the construction of sidewalk and the Alpha Loop along multiple road sections for an amount not to exceed \$1,958,522.30; approval of the GA Power poles relocation on Cumming Street estimated at \$150,000; and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 26-002 to Sol Construction, LLC for the construction of the Alpha Loop along Roswell Street, Kingry Lane, and Old Milton Pkwy, and sidewalk Cumming Street for an amount not to exceed \$1,958,522.30; approve the GA Power poles relocation on Cumming Street estimated at \$150,000; and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$2,108,522.30

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Cumming St Corridor / 33641100-541410-C2230	\$1,162,754.00
Alpha Loop Parks Bond / 31841100-541420-C1712	\$945,768.30

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This is to award the construction of sidewalks along Cumming Street (Cricket Lane to Clairmonte Ave) and the Alpha Loop along Roswell Street (Devore Road to Old Milton Pkwy), Kingry Lane (Old Milton Pkwy to Thompson Street), and Old Milton Pkwy (Chelsea Walk to 2385 Old Milton Pkwy).

BACKGROUND:

Alpharetta has experienced growth since the Alpha Loop was originally planned. Development continues to increase, and mixed-use lifestyle centers in various stages of development are emerging throughout the Downtown district. Residents understand the valuable connectivity that the Alpha Loop brings. Residents want to be near the trail, and the development community is eager to build the trail to make that possible. Establishing a clear and comprehensive vision for the Downtown trail is critical to maximizing the public benefit of these private investments and ensuring a cohesive and connected Alpha Loop system for commuters and recreational users alike.

CURRENT PROJECT OVERVIEW:

The current project is to construct Alpha Loop along Roswell Street (Devore Road to Old Milton Pkwy), Kingry Lane (Old Milton Pkwy to Thompson Street), Old Milton Pkwy (Chelsea Walk to 2385 Old Milton Pkwy); and provide 8' wide sidewalk along Cumming Street from Cricket Lane to Clairmonte Avenue. Some of the major construction elements of this project are listed below:

1. A 12' wide sidewalk, illuminated with light poles, will be constructed on the following road sections. On these roads, lights will be bollard style, similar to Alpha Loop north of Thompson Street: a) West side of Roswell Street from Devore Road to Old Milton Parkway; b) East side of Kingry Lane from Old Milton Pkwy to Thompson Street; c) South side of Old Milton Pkwy from Chelsea Walk to 2385 Old Milton Pkwy.
2. An 8' wide sidewalk will be constructed along Cumming Street from Cricket Lane to Clairmonte Avenue. To this end, the existing culvert on Cumming Street, near Clairmonte Avenue, will be widened to accommodate the 8' wide sidewalk.

PROCUREMENT PROCESS:

Procurement for this project was initiated through Invitation to Bid (ITB 26-002), which was issued on June 12, 2025, with a response deadline of August 7, 2025. For this project, DOAS total invites: 1724 (Georgia Procurement Registry), Bonfire total invited: 1258, and Bonfire document takers: 54 different takers. A total of six submittals were received in response to this invitation:

Company/Bidder	Proposed Price
Sol Construction, LLC	\$1,958,522.30
Azimuth Contractors LLC	\$2,189,832.67
Ohmshiv Construction, LLC	\$2,350,225.80
S.H. Creel Contracting	\$2,375,274.85
Tri Scapes, LLC	\$2,815,880.29
Lagniappe Development Co., Inc.	\$2,974,050.00

RECOMMENDED VENDOR:

After evaluating and verifying the submitted bids, staff from the Public Works Department met with representatives of Sol Construction as the low bidder. The project scope, schedule, and bid package as submitted by Sol were discussed with the contractor during the meeting. Sol is an experienced contractor that has successfully completed similar projects. The most recent project Sol completed for the city is the Webb Bridge Road roundabout.

UTILITY RELOCATION ON CUMMING STREET:

There are 5 power poles that need to be relocated along Cumming Street. With this being a sidewalk-only project, the project will be reimbursable for 90% of the estimated amount per the franchise agreement. The relocation cost is estimated at \$150,000 for all power poles.

PROJECT TIMELINE:

Project construction is anticipated to take 14 months from the issuance of a notice to proceed. Work along Roswell Street will be done first due to aspects of the project tying into the Wills Park Bond Project.

ALTERNATIVES:

Do not award ITB 26-002 for the construction of sidewalks on Roswell Street, Kingry Lane, Old Milton Pkwy, and Cumming Street and direct staff to rebid the project.

ATTACHMENTS:

1. 26-002 Sidewalk Imps-Multiple Sections - Prelim Bid Tab
2. SolConstContract ITB 26-002
3. Roswell St - Alpha Loop Exhibit
4. Kingry Ln Old Milton Pkwy- Alpha Loop Exhibit
5. Cumming St - Sidewalk



ITB 26-002, Sidewalk Improvements: Multiple Sections

Preliminary Bid Tabulation

Submissions

Supplier	Date Submitted
Sol Construction LLC	Aug 07, 2025 8:00 AM EDT
Azimuth Contractors LLC	Aug 07, 2025 2:48 PM EDT
Ohmshiv Construction, LLC.	Aug 07, 2025 10:16 AM EDT
Tri Scapes, LLC	Aug 07, 2025 11:16 AM EDT
S.H. Creel Contracting	Aug 07, 2025 12:24 PM EDT
Lagniappe Development Co., Inc.	Aug 07, 2025 11:57 AM EDT

Scoring Summary

Active Submissions

	B-1 - SOI
Supplier	/ 100 pts
Sol Construction LLC	100 pts (\$1,958,522.30)
Azimuth Contractors LLC	89.44 pts (\$2,189,832.67)
Ohmshiv Construction, LLC.	83.33 pts (\$2,350,225.80)
S.H. Creel Contracting	82.45 pts (\$2,375,274.85)
Tri Scapes, LLC	69.55 pts (\$2,815,880.29)
Lagniappe Development Co., Inc.	65.85 pts (\$2,974,050.00)

CONTRACT AGREEMENT
SIDEWALK IMPROVEMENTS: MULTIPLE SECTIONS
(INVITATION TO BID NO. 26-002)

THIS CONTRACT AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **SOL CONSTRUCTION, LLC.**, a Domestic Limited Liability Company with its principal office located at 4120 Presidential Parkway, Suite 115, Atlanta, GA 30340 (the "CONTRACTOR").

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

SIDEWALK IMPROVEMENTS: MULTIPLE SECTIONS (the "Project"). Improvements to be made at Cumming Street (Cricket Lane to the Creek and the Creek to Clairmonte Avenue), Kingry Lane Alpha Loop Connection, and Rosell Street Loop Connection, including but not limited to installation of storm sewer system materials (such as structures, pipe, and bedding), construction of sidewalk, installation of curb and gutter, tree removal, grading, utility re-location, erosion control, traffic control, and stabilization of disturbed soils, and related work. The location of the work is within the City of Alpharetta, Georgia.

For CONTRACTOR'S performance and completion of the Project (as defined in Appendix A: General Conditions in ITB No. 26-002 (the "General Conditions")), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **One Million, Nine Hundred Fifty-Eight Thousand, Five Hundred Twenty-Two and 30/100 DOLLARS (\$1,958,522.30)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 26-002 and the General Conditions contained therein, CONTRACTOR'S Bid, the GDOT 2021 Standard Specifications as modified by the GDOT 2024 Supplemental Specifications and the Special Provisions contained therein, including any technical specifications for the Project, the plans and specifications, including all explanatory matter thereof, and the other contract documents as enumerated in Section 101.16 of the General Conditions, all of which (the "Contract Documents") are made a part hereof and collectively constitute the agreements and obligations of the parties under this Contract (the "Work").

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

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim

of entitlement against the CITY for actual or consequential damages resulting from delays.

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

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

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

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

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

arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of the Notice to Proceed, or as may be specified by the Special Provisions, continuously pursue the Work without interruption to achieve final completion of the Work **Four Hundred Twenty (420) calendar days from the Notice to Proceed.**

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

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator
Approved as to form:

JARRARD & DAVIS, LLP

Jennifer K. McCall, City Attorney

SOL CONSTRUCTION LLC

By: _____
Juliana Gomez, President

Attest:

By: _____
Jose Villegas, VP/Secretary

Date: _____

EXHIBIT "A"

CITY OF ALPHARETTA SCHEDULE OF ITEMS
ITB #26-002, Sidewalk Improvements: Multiple Sections

ADDENDUM 6			
Bidder's Name:	Sol Construction LLC		
Instructions for Bid Form Completion: 1. This form MUST be used to submit cost proposal 2. Do not include a copy of this Bid Form in your technical bid information. 3. Complete all the fields. See end of this page as well for bid authorization and contact info. 4. <u>Verify all amounts entered.</u> This form will be used for bid price award. 5. During bid opening, only bid grand total for all locations will be called. 6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.			
BID TOTALS			
SUB-TOTAL LOCATION A	Cumming St Cricket	\$	719,582.72
SUB-TOTAL LOCATION B	Cumming St Creek	\$	293,171.28
SUB-TOTAL LOCATION C	Kingry Lane Alpha Loop	\$	379,431.50
SUB-TOTAL LOCATION D	Roswell Street Alpha Loop	\$	566,336.80
GRAND TOTAL, ALL LOCATIONS			\$ 1,958,522.30
By completing and submitting this bid price form in response to the City of Alpharetta's ITB 26-002, Sidewalk Improvements: Multiple Locations, Bidder certifies that: A. Bidder has carefully read and understands Bidding Documents; B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility; C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents; D. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.			
Sol Construction LLC	Bidder Name		
4120 Presidential Pkwy #115, Atlanta, GA 30340	Address:		
Jose Villegas, VP	Name(s) and Title(s) Authorized Signer(s):		
(770) 455-1822	Contact Info - Phone Number:		
concrete@solconstructionllc.com	Contact Info - Email Address:		

Location A. Cumming Street from Cricket Lane to the Creek					
ITB 26-002 Location A Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
Traffic Control					
1	Traffic Control	1	LS	\$ 31,440.00	\$ 31,440.00
Site Development					
2	Grading Complete	1	LS	\$ 184,676.00	\$ 184,676.00
3	24" Curb & Gutter (including 6" GAB extending 6" behind back of curb)	1588	LF	\$ 26.00	\$ 41,288.00
4	Header curb (Reinforced)	44	LF	\$ 32.00	\$ 1,408.00
5	Concrete Sidewalk - 4"	1333	SY	\$ 40.60	\$ 54,119.80
6	Gravel Driveways	489	SY	\$ 10.00	\$ 4,890.00
7	Concrete Driveways - 6"	447	SY	\$ 64.00	\$ 28,608.00
8	Class A Concrete incl Reinf Steel (Turn up)	40	CY	\$ 1,010.00	\$ 40,400.00
9	Wall Veneer - Brick	51	SY	\$ 238.00	\$ 12,138.00
10	Handrail - Alpharetta Standard	190	LF	\$ 82.00	\$ 15,580.00
11	Class B Concrete - Pavement Widening (Black)	1	CY	\$ 1,954.00	\$ 1,954.00
Storm Drainage					
11.1	Flowable Fill/grout	2	CY	\$ 1,644.00	\$ 3,288.00
12	Flared End Section - 24"	1	EA	\$ 1,918.00	\$ 1,918.00
13	18" RCP Pipe (Class III)	1245	LF	\$ 77.00	\$ 95,865.00
14	24" RCP Pipe (Class III)	34	LF	\$ 118.00	\$ 4,012.00
15	Adjust Drain Inlet to Grade	1	EA	\$ 2,105.00	\$ 2,105.00
16	Single Wing Catch Basin	8	EA	\$ 4,030.00	\$ 32,240.00
17	Junction Box	5	EA	\$ 8,181.00	\$ 40,905.00
Utilities					
18	Relocate Water Meters	5	EA	\$ 1,644.00	\$ 8,220.00
18.1	Adjust Water Meters to final grade	5	EA	\$ 548.00	\$ 2,740.00
Erosion Control					
19	Temporary Grassing (Ds1)	5573	SF	\$ 0.05	\$ 278.65
20	Inlet Sediment Trap (Sd2-P)	5	EA	\$ 244.00	\$ 1,220.00
21	Temporary Siltfence - Type C (Sd1-S)	3471	LF	\$ 4.60	\$ 15,966.60
22	Temporary Compost Filter Socks (Sd1-NS)	706	LF	\$ 6.70	\$ 4,730.20
23	Erosion Control Mats (Ss-RECP)	431	SF	\$ 1.62	\$ 698.22
24	Tree Protection Fence (CoA Std L-6, Type B)	808	LF	\$ 6.30	\$ 5,090.40
25	Tree Protection Fence (CoA Std L-6, Type C)	948	LF	\$ 22.20	\$ 21,045.60
26	Stone Rip Rap (St-A1)	20	SY	\$ 75.40	\$ 1,508.00
27	Plastic Filter Fabric	20	SY	\$ 37.00	\$ 740.00
Landscaping					
28	Landscaping Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
29	Irrigation System Allowance	1	LS	\$ 3,000.00	\$ 3,000.00
30	Sod - Tiftuf	1428	SY	\$ 8.50	\$ 12,138.00

Contract: **SIDEWALK IMPROVEMENTS: MULTIPLE SECTIONS**
Contract No.: 26-002

Location A. Cumming Street from Cricket Lane to the Creek					
ITB 26-002 Location A Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
31	Mulch	521	SY	\$ 0.25	\$ 130.25
32	Permanent Grassing - Seed	242	SY	\$ 1.00	\$ 242.00
<u>Miscellaneous Construction</u>					
33	Miscellaneous Construction	1	LS	\$ 40,000.00	\$ 40,000.00
SUB-TOTAL LOCATION A:					\$ 719,582.72

Location B. Cumming Street from the Creek to Clairmonte Avenue					
ITB 26-002 Location B Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
Traffic Control					
1	Traffic Control	1	LS	\$ 11,190.00	\$ 11,190.00
Site Development					
2	Grading Complete	1	LS	\$ 77,625.00	\$ 77,625.00
3	Concrete Sidewalk - 4"	30	SY	\$ 64.00	\$ 1,920.00
4	24" Curb & Gutter, Tp 2 (including 6" GAB extending 6" behind back of curb)	274	LF	\$ 26.00	\$ 7,124.00
5	Handrail - Alpharetta Standard	200	LF	\$ 82.50	\$ 16,500.00
6	Timber Guardrail	158	LF	\$ 181.00	\$ 28,598.00
7	Wooden Fence	16	LF	\$ 44.50	\$ 712.00
8	Class A Concrete incl Reinf Steel (Turndown)	64	CY	\$ 750.00	\$ 48,000.00
9	Class A Concrete incl Reinf Steel (Raising Parapet)	3.5	CY	\$ 2,801.00	\$ 9,803.50
10	Class B Concrete - Pavement Widening (Black)	3	CY	\$ 739.00	\$ 2,217.00
Storm Drainage					
11	Catch Basin	2	EA	\$ 3,390.00	\$ 6,780.00
12	Drop Inlet	1	EA	\$ 4,394.00	\$ 4,394.00
13	Reconstruction Catch Basin	1	EA	\$ 3,278.00	\$ 3,278.00
14	Flared End Section - 30"	1	EA	\$ 2,700.00	\$ 2,700.00
15	Junction Box	1	EA	\$ 4,660.00	\$ 4,660.00
16	18" RCP Pipe (Class III)	29	LF	\$ 105.00	\$ 3,045.00
17	24" RCP Pipe (Class III)	110	LF	\$ 94.00	\$ 10,340.00
18	30" RCP Pipe (Class III)	19	LF	\$ 145.00	\$ 2,755.00
Erosion Control					
13	Stone Rip Rap (St-B5)	25	SY	\$ 68.50	\$ 1,712.50
14	Plastic Filter Fabric	25	SY	\$ 30.00	\$ 750.00
15	Temporary Grassing (Ds1)	0.55	AC	\$ 1,491.00	\$ 820.05
16	Inlet Sediment Trap (Sd2-P)	5	EA	\$ 244.00	\$ 1,220.00
17	Temporary Siltfence - Type C (Sd1-S)	165	LF	\$ 4.80	\$ 792.00
18	Temporary Compost Filter Socks (Sd1-NS)	220	LF	\$ 6.70	\$ 1,474.00
19	Tree Protection Fence (CoA Std L-6, Type B)	265	LF	\$ 6.30	\$ 1,669.50
20	Tree Protection Fence (CoA Std L-6, Type C)	250	LF	\$ 22.20	\$ 5,550.00
21	Erosion Control Mats (Ss-RECP)	154	SF	\$ 1.62	\$ 249.48
Landscaping					
22	Landscaping Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
23	Mulch	6	TN	\$ 724.00	\$ 4,344.00
24	Sod - Tiftuf	165	SY	\$ 9.50	\$ 1,567.50
25	Permanent Grassing - Seed	0.55	AC	\$ 1,480.00	\$ 814.00
26	Agricultural Lime	0.55	TN	\$ 647.00	\$ 355.85
27	Fertilizer Mixed Grade	0.1	TN	\$ 1,069.00	\$ 106.90

Contract: **SIDEWALK IMPROVEMENTS: MULTIPLE SECTIONS**
Contract No.: 26-002

Location B. Cumming Street from the Creek to Clairmonte Avenue					
ITB 26-002 Location B Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
28	Fertilizer Nitrogen Content	13	LB	\$ 8.00	\$ 104.00
Miscellaneous Construction					
29	Miscellaneous Construction	1	LS	\$ 25,000.00	\$ 25,000.00
SUB-TOTAL LOCATION B:					\$ 293,171.28

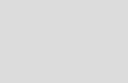
Location C. Kingry Lane Alpha Loop Connection						
ITB 26-002 Location C Schedule of Items						
ADDENDUM 6						
Sol Construction LLC				Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price		Item Price
Traffic Control						
1	Traffic Control	1	LS	\$ 13,509.00		\$ 13,509.00
Site Development						
2	Grading Complete	1	LS	\$ 120,122.00		\$ 120,122.00
3	Concrete Sidewalk - 6"	1,210	SY	\$ 60.40		\$ 73,084.00
4	24" Curb & Gutter, Tp 2	297	LF	\$ 22.00		\$ 6,534.00
5	Graded Aggregate Base Course, incl Material	250	TN	\$ 45.00		\$ 11,250.00
6	Class B Concrete - Pavement Widening (Black)	6	CY	\$ 580.00		\$ 3,480.00
Storm Drainage						
7	Adjust Drop Inlet to Final Grade	1	EA	\$ 2,105.00		\$ 2,105.00
Pavement Marking						
8	Methyl Methacrylate Traffic Stripe, 24 inch, Green	55	LF	\$ 83.00		\$ 4,565.00
9	Solid Traffic Stripe, 24 inch, White	275	LF	\$ 8.80		\$ 2,420.00
Utilities						
10	Lighted Bollards, Charleston Series	9	EA	\$ 4,933.00		\$ 44,397.00
10.1	Bollard Lighting Service Point, Conduit, and Wiring (complete)	1	LS	\$ 11,839.00		\$ 11,839.00
Erosion Control						
11	Temporary Grassing (Ds1)	1	AC	\$ 1,491.00		\$ 1,491.00
12	Inlet Sediment Trap (Sd2-P)	4	EA	\$ 244.00		\$ 976.00
13	Temporary Siltfence - Type C (Sd1-S)	1100	LF	\$ 4.60		\$ 5,060.00
14	Temporary Compost Filter Socks (Sd1-NS)	143	LF	\$ 6.70		\$ 958.10
15	Tree Protection Fence (CoA Std L-6, Type B)	118	LF	\$ 6.30		\$ 743.40
Landscaping						
16	Landscaping Allowance	1	LS	\$ 5,000.00		\$ 5,000.00
17	Mulch	21	TN	\$ 724.00		\$ 15,204.00
18	Sod - Tiftuf	1540	SY	\$ 8.60		\$ 13,244.00
19	Agricultural Lime	3	TN	\$ 647.00		\$ 1,941.00
20	Fertilizer Mixed Grade	1	TN	\$ 1,069.00		\$ 1,069.00
21	Fertilizer Nitrogen Content	55	LB	\$ 8.00		\$ 440.00
Miscellaneous Construction						
22	Miscellaneous Construction	1	LS	\$ 40,000.00		\$ 40,000.00
SUB-TOTAL LOCATION C:						\$ 379,431.50

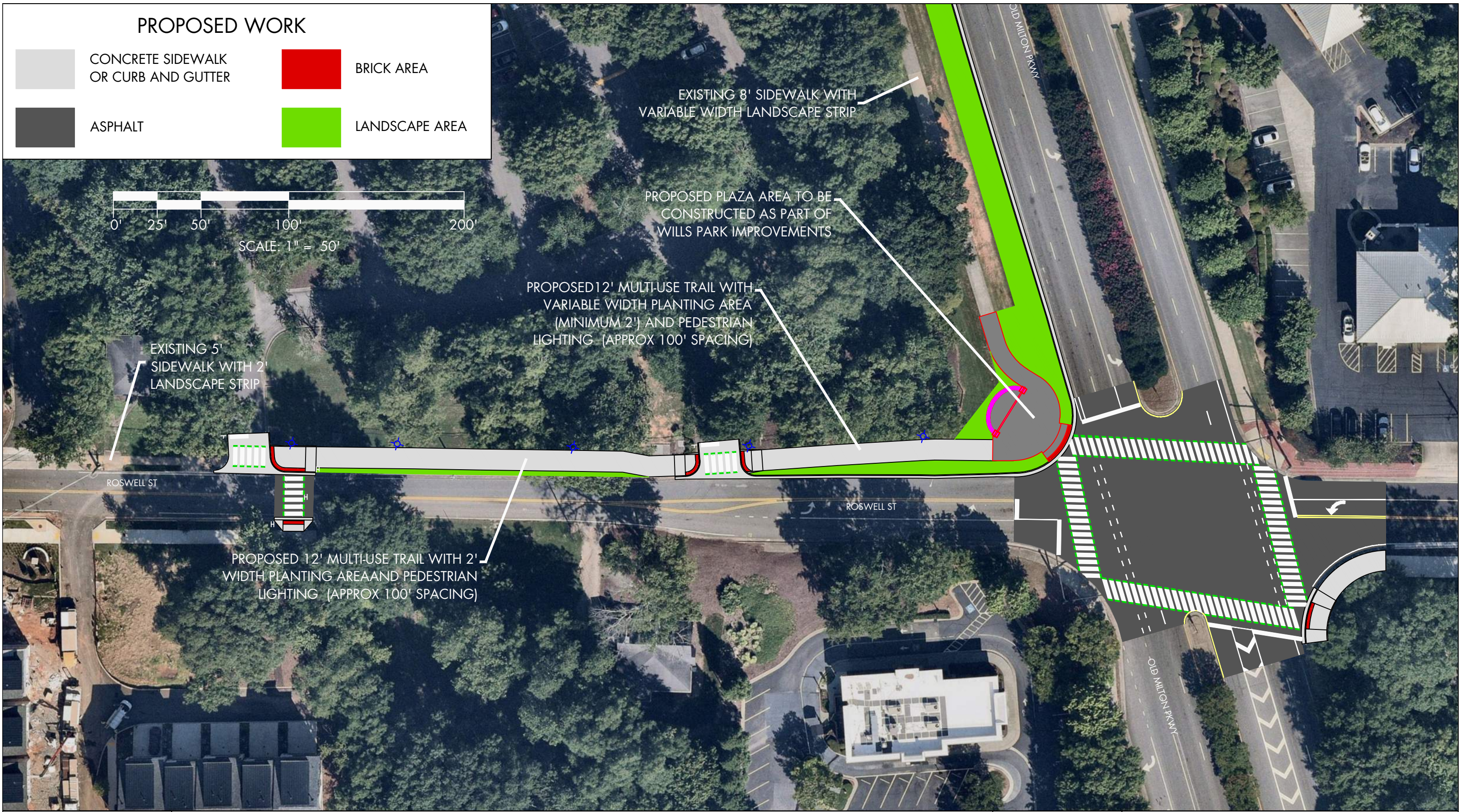
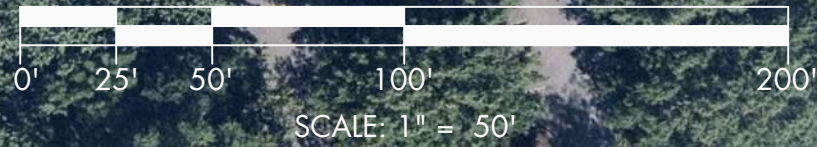
Location D. Roswell Street Alpha Loop Connection					
ITB 26-002 Location D Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
Traffic Control					
1	Traffic Control	1	LS	\$ 23,180.00	\$ 23,180.00
Site Development					
2	Grading Complete	1	LS	\$ 100,726.00	\$ 100,726.00
3	Mill Asphalt Pavement - 2" thick	2530	SY	\$ 7.70	\$ 19,481.00
4	Recycled Asph Conc 12.5 MM Superpave, GP 2 only (including Bitum Material and H Lime)	275	TN	\$ 186.00	\$ 51,150.00
5	Concrete Sidewalk - 6"	990	SY	\$ 60.60	\$ 59,994.00
6	Concrete Driveway - 8"	220	SY	\$ 65.00	\$ 14,300.00
7	24" Curb & Gutter, Tp 2	605	LF	\$ 22.00	\$ 13,310.00
8	30" Curb & Gutter, Tp 2	715	LF	\$ 25.00	\$ 17,875.00
9	Graded Aggregate Base Course, incl Material	330	TN	\$ 45.00	\$ 14,850.00
10	Class B Concrete - Pavement Widening	22	CY	\$ 433.00	\$ 9,526.00
Storm Drainage					
11	Catch Basin	1	EA	\$ 3,552.00	\$ 3,552.00
12	Reconstruct Junction Box, GP1	1	EA	\$ 2,763.00	\$ 2,763.00
Signage					
13	Remove and Reset Sign	3	EA	\$ 220.00	\$ 660.00
14	Galvanized Steel Posts, Tp 8	40	LF	\$ 28.00	\$ 1,120.00
15	Highway Signs, Tp 1 Matl, Refl Sheeting, Tp 11	50	SY	\$ 26.50	\$ 1,325.00
16	Ground-mounted Breakway Sign Support	2	EA	\$ 1,482.00	\$ 2,964.00
Pavement Marking					
17	Methyl Methacrylate Traffic Stripe, 24 inch, Green	253	LF	\$ 60.50	\$ 15,306.50
18	Solid Traffic Stripe, 24 inch, White	143	LF	\$ 8.80	\$ 1,258.40
19	Thermoplastic Pvmnt Marking, Arrow, Tp 2	1	EA	\$ 110.00	\$ 110.00
20	Thermoplastic Solid Traffic Stripe, 24" White	1320	LF	\$ 11.00	\$ 14,520.00
21	Thermoplastic Solid Traffic Stripe, 6" White	250	LF	\$ 0.75	\$ 187.50
22	Thermoplastic Solid Traffic Stripe, 6" Yellow	250	LF	\$ 0.75	\$ 187.50
23	Thermoplastic Skip Stripe, 6" White	462	LF	\$ 0.70	\$ 323.40
Traffic Signal					
24	Traffic Signal Installation No. 1	1	LS	\$ 47,123.00	\$ 47,123.00
25	Conduit, Non-metal, Tp 3, 2"	583	LF	\$ 4.00	\$ 2,332.00
26	Directional Bore - 5"	250	LF	\$ 24.00	\$ 6,000.00
Utilities					
27	Relocate Existing Fire Hydrant	1	EA	\$ 2,740.00	\$ 2,740.00
28	Adjust Water Valve Box to Grade	6	EA	\$ 1,644.00	\$ 9,864.00
29	Adjust Pull Box to Grade	2	EA	\$ 1,644.00	\$ 3,288.00
30	Lighted Bollards, Charleston Series	6	EA	\$ 4,933.00	\$ 29,598.00
30.1	Bollard Lighting Service Point, Conduit, and Wiring (complete)	1	LS	\$ 11,839.00	\$ 11,839.00
Erosion Control					
31	Temporary Grassing (Ds1)	1	AC	\$ 1,491.00	\$ 1,491.00
32	Inlet Sediment Trap (Sd2-P)	3	EA	\$ 244.00	\$ 732.00
33	Temporary Siltfence - Type C (Sd1-S)	1650	LF	\$ 4.60	\$ 7,590.00

Contract: **SIDEWALK IMPROVEMENTS: MULTIPLE SECTIONS**
Contract No.: 26-002

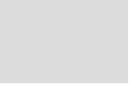
Location D. Roswell Street Alpha Loop Connection					
ITB 26-002 Location D Schedule of Items					
ADDENDUM 6					
Sol Construction LLC			Bidder's Name		
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
34	Temporary Compost Filter Socks (Sd1-NS)	1485	LF	\$ 6.70	\$ 9,949.50
35	Tree Protection Fence (CoA Std L-6, Type B)	1650	LF	\$ 6.30	\$ 10,395.00
Landscaping					
36	Mulch	18	TN	\$ 724.00	\$ 13,032.00
37	Sod - Tiftuf	1540	SY	\$ 8.60	\$ 13,244.00
38	Agricultural Lime	3	TN	\$ 647.00	\$ 1,941.00
39	Fertilizer Mixed Grade	1	TN	\$ 1,069.00	\$ 1,069.00
40	Fertilizer Nitrogen Content	55	LB	\$ 8.00	\$ 440.00
Miscellaneous Construction					
41	Miscellaneous Construction	1	LS	\$ 25,000.00	\$ 25,000.00
SUB-TOTAL LOCATION D:					\$ 566,336.80

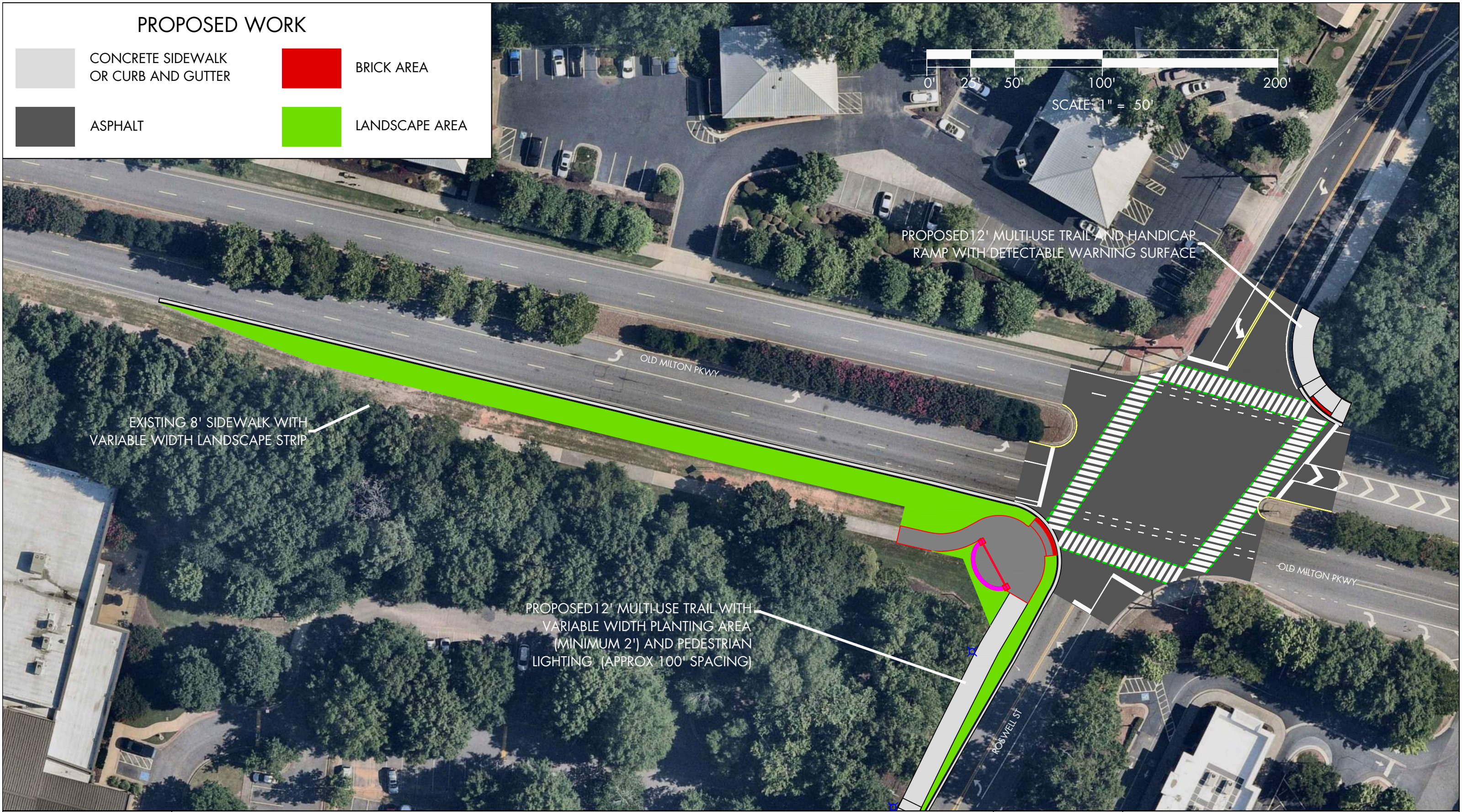
PROPOSED WORK

- | | | | |
|--|---|---|----------------|
|  | CONCRETE SIDEWALK
OR CURB AND GUTTER |  | BRICK AREA |
|  | ASPHALT |  | LANDSCAPE AREA |



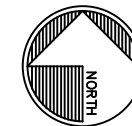
PROPOSED WORK

- | | | | |
|--|---|---|----------------|
|  | CONCRETE SIDEWALK
OR CURB AND GUTTER |  | BRICK AREA |
|  | ASPHALT |  | LANDSCAPE AREA |

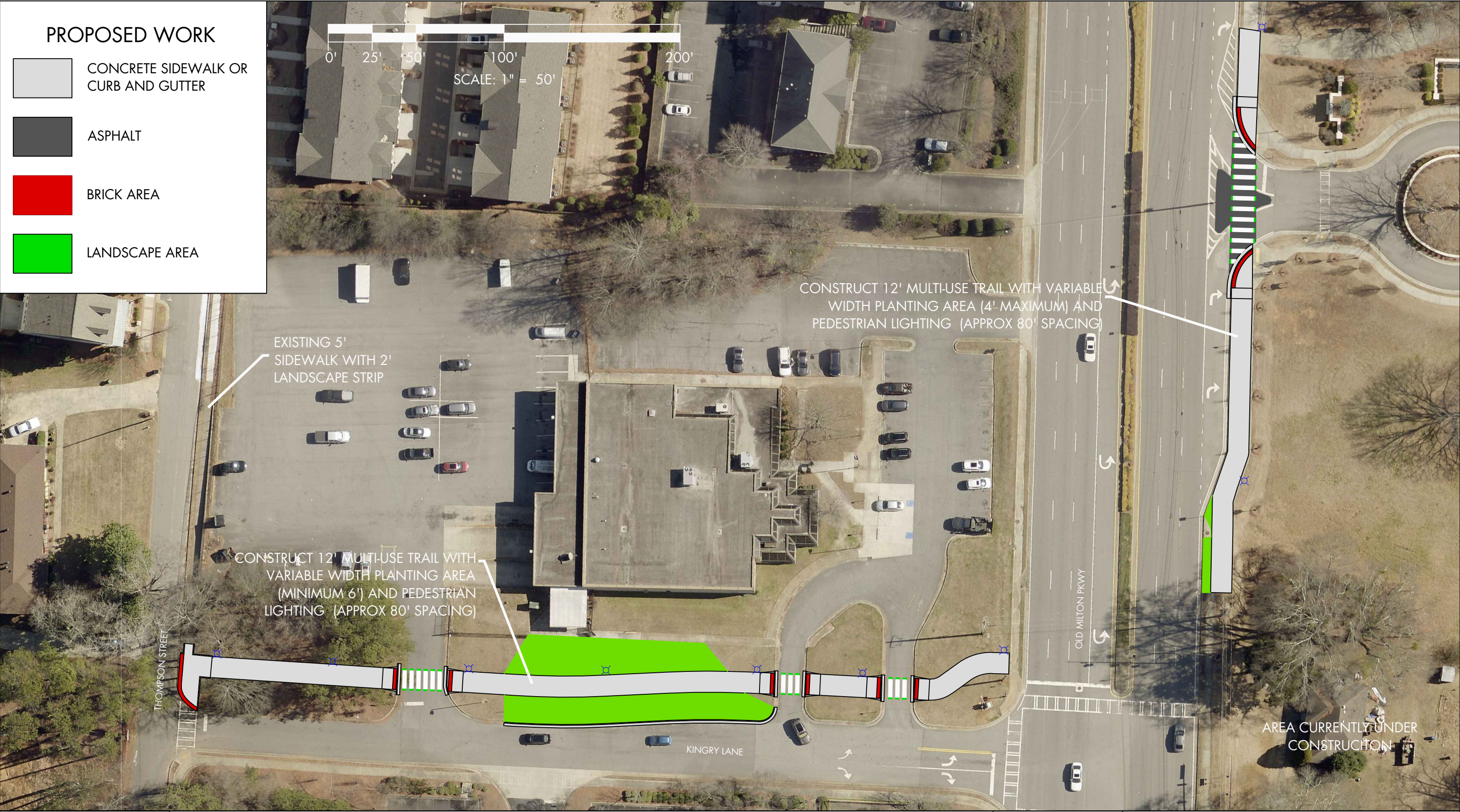


SEPTEMBER 8, 2025

ALPHA LOOP - ROSWELL STREET CONNECTION PEDESTRIAN IMPROVEMENT PROJECT



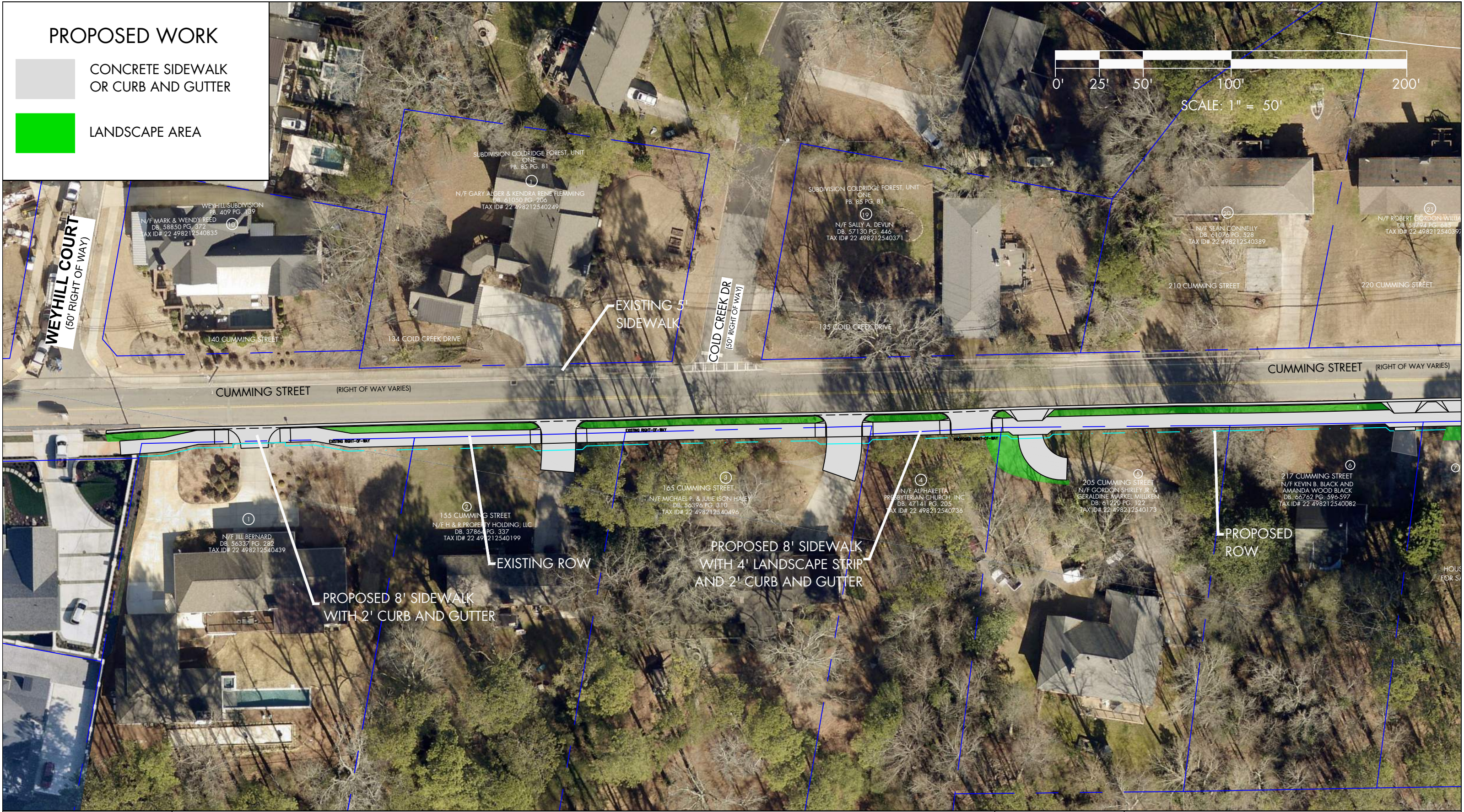
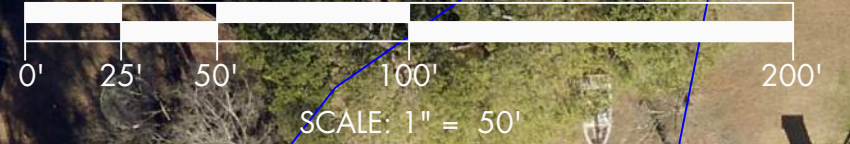
SHEET 2 OF 2



PROPOSED WORK

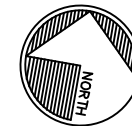
CONCRETE SIDEWALK
OR CURB AND GUTTER

LANDSCAPE AREA

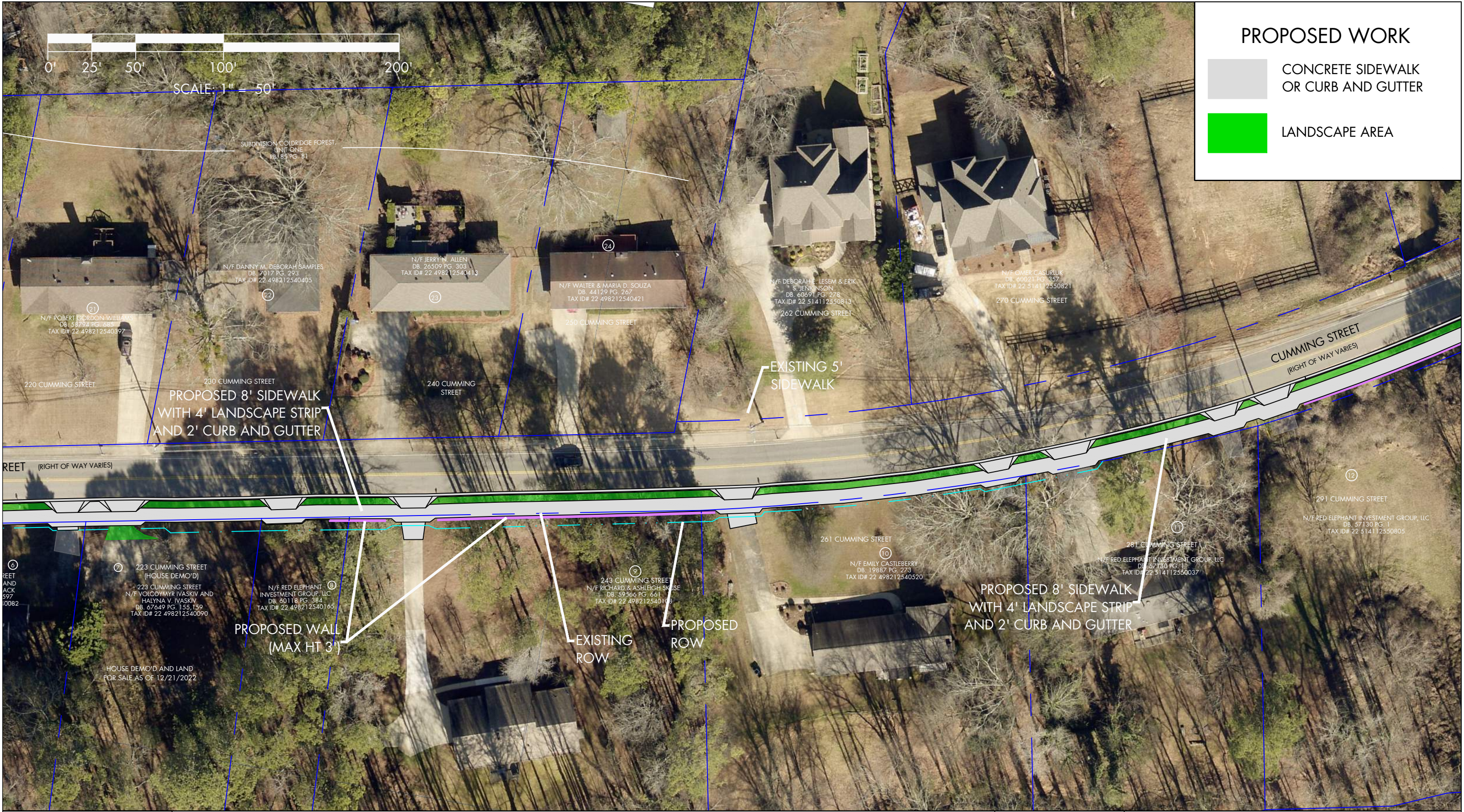


SEPTEMBER 8, 2025

CUMMING STREET PEDESTRIAN IMPROVEMENT PROJECT



SHEET 1 OF 4



PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- LANDSCAPE AREA

PROPOSED WALL (MAX HT 3')

EXISTING 5' SIDEWALK

PROPOSED ROW

EXISTING ROW

PROPOSED 8' SIDEWALK WITH 4' LANDSCAPE STRIP AND 2' CURB AND GUTTER

TIE TO EXISTING 5' SIDEWALK

CUMMING STREET (RIGHT OF WAY VARIES)

CLAIRMONTE AVENUE (RIGHT OF WAY VARIES)

SCALE 1" = 50'

0' 25' 50' 100' 200'

261 CUMMING STREET
N/F EMILY CASTLEBERRY
DB: 19887 PG. 273
TAX ID# 22 498212540520

281 CUMMING STREET
N/F RED ELEPHANT INVESTMENT GROUP, LLC
DB: 57130 PG. 1
TAX ID# 22 514112550037

291 CUMMING STREET
N/F RED ELEPHANT INVESTMENT GROUP, LLC
DB: 57130 PG. 1
TAX ID# 22 5141125500805

312 CUMMING STREET
N/F HORODONOV
DB: 55860 PG. 319
TAX ID# 22 513111940140

350 CUMMING STREET

360 CUMMING STREET

12365 CLAIRMONTE AVENUE
N/F TREVOR RICHARDSON AND REBECCA GRAHAM
DB: 6590A PG. 669
TAX ID# 22 514112550086

12360 CLAIRMONTE AVENUE
N/F MICHAEL K. KITCHENSWEET
DB: 55354 PG. 669
TAX ID# 22 51411190320

12145 CLAIRMONTE AVENUE
N/F MICHAEL K. KITCHENSWEET
DB: 55354 PG. 669
TAX ID# 22 51411190320

[illegible]

PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- LANDSCAPE AREA

EXISTING 5' SIDEWALK

PROPOSED WALL (MAX HT 3')

CUMMING STREET (RIGHT OF WAY VARIES)

EXISTING ROW

PROPOSED ROW

PROPOSED 8' SIDEWALK WITH 4' LANDSCAPE STRIP AND 2' CURB AND GUTTER

TIE TO EXISTING 5' SIDEWALK

PROPOSED 8' SIDEWALK WITH 4' LANDSCAPE STRIP AND 2' CURB AND GUTTER

SCALE 1" = 50'

0' 25' 50' 100' 200'

JAYNE ELLEN WAY

CLAIRMONTE AVENUE (RIGHT OF WAY VARIES)

360 CUMMING STREET

350 CUMMING STREET

312 CUMMING STREET

12360 CLAIRMONTE AVENUE

N/F MICHAEL KITCHENSWEET DB: 55354 PG: 669 TAX ID# 22-5141190320

12365 CLAIRMONTE AVENUE N/F TREVOR RICHARDSON AND REBECCA GRAHAM DB: 6590A PG: 669 TAX ID# 22-514112550086 SUBDIVISION CLAIRMONTE PHASE I PB: 198 PG: 1

291 CUMMING STREET N/F RED ELEPHANT INVESTMENT GROUP, LLC DB: 57130 PG: 1 TAX ID# 22-514112550805

281 CUMMING STREET N/F RED ELEPHANT INVESTMENT GROUP, LLC DB: 57130 PG: 1 TAX ID# 22-514112550037

270 CUMMING STREET N/F OMER CASURLUK DB: 40021 PG: 357 TAX ID# 22-514112550821

261 CUMMING STREET N/F EMILY CASTLEBERRY DB: 19887 PG: 273 TAX ID# 22-498212540520

A/E: LESEM & ERIK HANSSON DB: 691 PG: 278 TAX ID# 22-514112550813 CUMMING STREET

PROPOSED WORK

- CONCRETE SIDEWALK OR CURB AND GUTTER
- LANDSCAPE AREA

PROPOSED WALL (MAX HT 3')

EXISTING 5' SIDEWALK

CUMMING STREET (RIGHT OF WAY VARIES)

EXISTING ROW

PROPOSED ROW

PROPOSED 8' SIDEWALK WITH 4' LANDSCAPE STRIP AND 2' CURB AND GUTTER

PROPOSED 8' SIDEWALK WITH 4' LANDSCAPE STRIP AND 2' CURB AND GUTTER

TIE TO EXISTING 5' SIDEWALK

SCALE 1" = 50'

0' 25' 50' 100' 200'

312 CUMMING STREET

310 CUMMING STREET

308 CUMMING STREET

306 CUMMING STREET

304 CUMMING STREET

302 CUMMING STREET

300 CUMMING STREET

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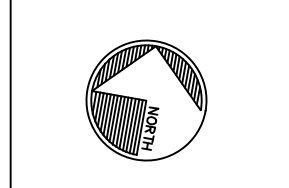
12193 CLAIRMONTE AVENUE

12191 CLAIRMONTE AVENUE

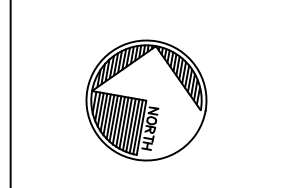
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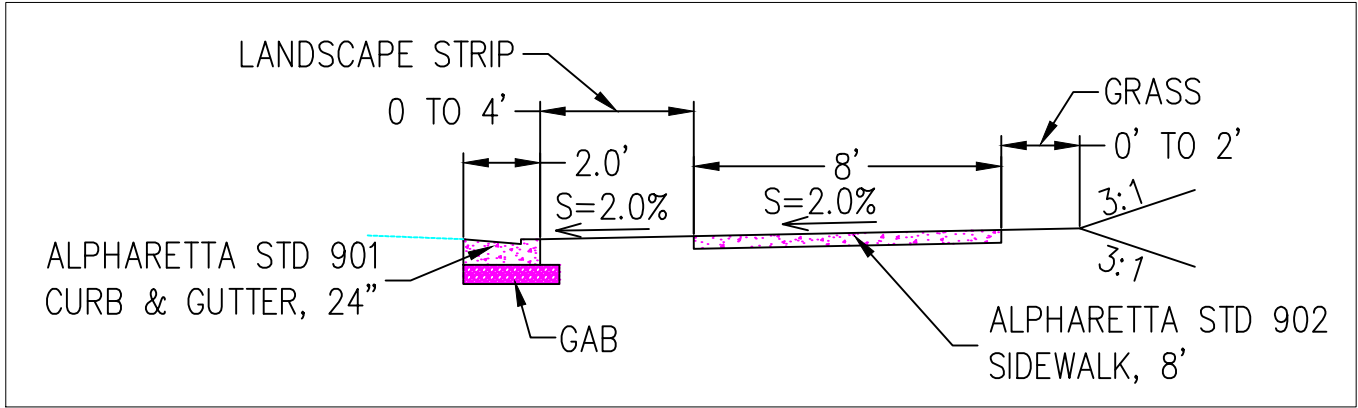
12187 CLAIRMONTE AVENUE



	CUMMING STREET PEDESTRIAN IMPROVEMENT PROJECT		SHEET 3 OF 4
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	CUMMING STREET PEDESTRIAN IMPROVEMENT PROJECT		SHEET 3 OF 4
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TYPICAL SECTION
NOT TO SCALE



PROPOSED WALLS ALONG CUMMING STREET FROM CRICKET LANE TO
CLAIRMONTE AVENUE WILL BE VENEERED WITH BRICK TO MATCH
OTHER EXISTING WALLS IN THE DOWNTOWN AREA.





STAFF REPORT

Department: Public Safety
Submitted By: Trent Lindgren
Meeting Date: September 8, 2025

AGENDA ITEM:

Purchase and Services Agreement: Tesla, Inc.

Consideration to approve the purchase of Supercharger equipment from Tesla, Inc., to also approve the purchase of installation services from Infinite Tech Services, to approve the Supercharger Sale & Purchase Agreement between the City and Tesla, Inc. and the Supercharger Long Term Services Agreement between the City and Tesla Energy Operations, Inc., and to provide authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of Supercharge equipment from Tesla, Inc., to also approve the purchase of installation services from Infinite Tech Services, to approve the Supercharger Sale & Purchase Agreement and the Supercharger Long Term Services Agreement and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL PROJECT COST IS \$260,000, WHICH INCLUDES \$180,000 FOR THE PURCHASE OF FOUR (4) TESLA SUPERCHARGER ELECTRIC VEHICLE CHARGING STATIONS, \$70,250 FOR INSTALLATION, AND A CONTINGENCY ALLOWANCE OF \$9,750.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
EV FAST CHARGER 30131150-542100-C2603	\$260,000

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This request is for the purchase and installation of four (4) Tesla DC fast charger stations at the Police Headquarters parking lot, located at 2565 Old Milton Parkway, Alpharetta, GA 30009. The project supports the City's growing adoption of electric vehicles (EVs) and expands local charging infrastructure. By investing in EV charging, the City will:

- Promote sustainability through reduced carbon emissions.
- Provide convenient charging access for the City's EV fleet.
- Attract EV drivers to the area, supporting local businesses and increasing economic activity.
- Generate a return on investment (ROI) through private usage fees, ensuring long-term revenue that offsets capital costs.

- Locating the chargers at Police Headquarters offers a safe, high-traffic site that maximizes utilization and financial returns, while supporting taxpayers by fostering both a cleaner environment and stronger local economy.

Background

In December 2024, the City approved the purchase of four (4) Tesla Model Y electric vehicles as a pilot program to evaluate their effectiveness in patrol and administrative operations. Two vehicles were upfitted for patrol use, while the remaining two were designated for administrative purposes. Following this approval, the City was informed of a funding opportunity through the Georgia Power Make Ready Infrastructure Program, which will materially offset installation costs for a DC fast charger that will serve both the City's fleet and the public.

The proposed charger has the capacity to charge four vehicles concurrently. Total project costs are estimated at \$260,000, with the following breakdown:

- \$180,000 – Purchase of four (4) Level 3 DC fast charger with four stations from Tesla. *Tesla was approved as single source vendor and the funding for these was approved in the FY2026 Budget.*
- \$70,250 – Installation of the four (4) Level 3 DC fast charger and stations by Infinite Tech Services. *Infinite Tech Services was approved as a single source vendor and the funding for the installation was approved in the FY2026 Budget).*
- \$9,750 – Contingency funds for unforeseen expenses.

The estimated delivery date is October 1, 2025.

In order to facilitate the above, this item also requests that the City Council approve a Supercharger Sale & Purchase Agreement and a Supercharger Long Term Services Agreement.

Supercharger Sale & Purchase Agreement

- This agreement will authorize the sale of Tesla Supercharger electric vehicle charging stations, which includes connectivity equipment, posts, cabinet, and system controller to the City and provides for terms of the sale and purchase agreement.

Supercharger Long Term Services Agreement

- This agreement details the service cost per kilowatt hour (\$0.10, with a 3% compounding escalation) and dictates the minimum services price per month (\$200.00).
- This agreement automatically renews each year for ten (10) years.
- Tesla will perform preventative maintenance and internet connectivity management services and the City will be required to provide access to Tesla and its agents to access the system.
- Additionally, this agreement provides for additional terms, including but not limited to: insurance requirements, pay-per use services, uptime, and address if force majeure events were to occur.

ALTERNATIVES:

Deny this item and forego the opportunity to charge electric vehicles currently owned by the City.

ATTACHMENTS:

1. Alpharetta - Supercharger LTSA (9.1.25)
2. Alpharetta - Supercharger SPA (8.20.25)
3. Tesla E-Verify Affidavit
4. City of Alpharetta PD - CITY ITS quote
5. Tesla Single Source Exp 06.30.2028
6. Infinite Technical Services Single Source Exp 06.30.2028



SUPERCHARGER LONG TERM SERVICES AGREEMENT (USA)

This **Supercharger Long Term Services Agreement** (this “Agreement”) is entered into as of [] (the “Effective Date”), by and between Tesla and Buyer (each as defined below and referred to as a “Party”, and, together, the “Parties”). This Agreement comprises: (i) the Key Terms set out below (the “Key Terms”); and (ii) all exhibits referenced in the “Attachments” sections of the Key Terms.

<u>Key Terms</u>	
<u>Parties:</u>	
Tesla:	Tesla Energy Operations, Inc., a Texas corporation, whose principal place of business is 1 Tesla Road, Austin, TX 78725.
Buyer:	[City of Alpharetta], a [Municipal Government Entity, Tax-Exempt] organized under the laws of [Georgia], whose registered office is at [2 Park Plaza, Alpharetta, GA 30009].
<u>System:</u>	
<u>System:</u>	The System, comprising of Tesla Supercharger electric vehicle charging station(s) and certain system components, as defined in the System Purchase Agreement.
<u>Site:</u>	The System is located at the Site, as defined in the System Purchase Agreement.

System Purchase Agreement:	Supercharger Sale & Purchase Agreement, dated [], by and between Buyer and Tesla.
Services Price:	[\$0.1] / kWh as measured by the DC meter contained in each post. Price escalates by [3%], compounding on each anniversary of the Commissioning Date.
Minimum Services Price:	[\$200] for each post per month.
System Commissioning Date:	The date when Tesla has completed its commissioning activities in accordance with the System Purchase Agreement.
False Call-Out LD Rate:	USD \$7,500 (or local equivalent) per visit.

<u>Term; Operating Year:</u>	
Term:	The period starting on the Effective Date and ending on the tenth (10 th) anniversary of the System Commissioning Date (the “ <u>Initial Term</u> ”). The Term shall automatically renew for successive terms of one (1) year (each, a “ <u>Renewal Term</u> ”) unless a Party notifies the other Party that it is not renewing this Agreement at least thirty (30) days prior to the expiration of

	the Initial Term or Renewal Term, as applicable; <i>provided</i> that Buyer shall not have the right to renew for more than five (5) successive terms in total. Each Renewal Term shall commence upon the expiration of the immediately preceding Initial Term or Renewal Term, as applicable. Buyer's fiscal year ("FY") runs from July 1 through June 30. If the Term of this Agreement extends beyond the fiscal year in which it is first executed and effective (e.g., FY 2026), the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of Buyer on the last day of the Buyer's fiscal year each year of the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent fiscal year, absent the Buyer's provision of written notice of non-renewal to Tesla at least five (5) days prior to the end of the then current fiscal year.
Operating Year:	Each annual period starting on the System Commissioning Date (or an anniversary thereof) and ending on the day before the next anniversary of the System Commissioning Date.
<u>Included Services:</u>	
Preventative Maintenance Services:	Preventative Maintenance Services as set forth in <u>Exhibit B</u> .
Internet Connectivity Management Services:	The term " <u>Internet Connectivity Management Services</u> " means the services set forth and described in <u>Section 1.3</u> .
Remedial Services:	The term " <u>Remedial Services</u> " means the services set forth and described in <u>Section 1.4</u> .
Pay Per Use Services:	Pay Per Use Services applicable to Systems that are made available for vehicle charging by the general public and/or to Buyer's customers as set forth in <u>Exhibit C</u> .

<u>Uptime Guarantee:</u>	
Uptime Guarantee:	Uptime Guarantee as described in <u>Exhibit A-2</u> .

<u>Payment Details:</u>	
Buyer Invoice Address:	pspayable@alpharetta.ga.us
Payment Terms:	Net-30 days from the date of invoice.
<u>Notices:</u>	
Tesla Notice Address:	Tesla, Inc. 1 Tesla Road, Austin, TX 78725, USA. Attn: Legal, Commercial Charging Phone: 512.516.8177 Email: energynotices@tesla.com; fleetchargingsales@tesla.com; charginghost@tesla.com, commercialcharging@tesla.com

Buyer Notice Address:	2 Park Plaza, Alpharetta, GA 30009 John Robinson Jrobinson@alpharetta.ga.us Trent Lindgren tlindgren@alpharetta.ga.us	
<u>NDA:</u>		
NDA:	The [Mutual] Non-Disclosure Agreement, dated [4/1/2025], by and between Tesla (or its Affiliate) and Buyer (or its Affiliate) (the “NDA”).	
<u>Attachments:</u>		
The Exhibits checked below are incorporated by reference into this Agreement. Exhibits that are not checked below may be omitted from this Agreement without affecting its validity. In the event of any conflict between these Key Terms and any Exhibit, the order of precedence shall be: (i) these Key Terms; and (ii) the Exhibits, in order of appearance.		
<u>Exhibit:</u>	<u>Description:</u>	<u>Check if Included:</u>
Exhibit A:	Standard Terms & Conditions	✓
Exhibit A-1:	Force Majeure Events; Change Orders	✓
Exhibit A-2:	Uptime Guarantee	✓
Exhibit B:	Preventative Maintenance Services	✓
Exhibit C:	Pay-Per-Use Services	✓
Exhibit D:	Insurance	✓

EXECUTED by the Parties on the Effective Date.

CITY OF ALPHARETTA, GEORGIA	TESLA ENERGY OPERATIONS, INC.
_____ (SIGNATURE)	_____ (SIGNATURE)
JIM GILVIN	
_____ (PRINT NAME)	_____ (PRINT NAME)
MAYOR	
_____ (PRINT TITLE)	_____ (PRINT TITLE)

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to Form:

Jeff Strickland, City Attorney

Exhibit A
Standard Terms & Conditions

1. Services.

1.1. Tesla shall perform Preventative Maintenance Services, Remedial Services, work associated with the Uptime Guarantee, Internet Connectivity Management Services, Pay-Per-Use Services (if applicable), and any Change Orders entered into pursuant to this Agreement (the foregoing services, collectively, the “Services”).

1.2. Tesla may request Buyer-Provided Information regarding the Site and otherwise from Buyer in connection with this Agreement. Buyer shall provide to Tesla all such reasonably requested information. Tesla has the right to rely upon the accuracy and completeness of Buyer-Provided Information.

1.3. Internet Connectivity Management Services.

1.3.1. Tesla shall secure internet service connectivity for the system including: (a) selecting, in its sole discretion, the internet service provider (“ISP”); and (b) managing the accounts relating to the System and billing relationship with the ISP (“Internet Connectivity Management Services”) as Tesla deems appropriate.

1.3.2. In its performance of the Internet Connectivity Management Services, Tesla shall have the exclusive right to access the ISP account and manage the ISP subscription and Buyer waives any rights to give effect to the foregoing.

1.4. Remedial Services.

1.4.1. Tesla warrants that each Supercharger (a) conforms to the System Specifications; and (b) is free from defects in design, workmanship and materials (including any Supercharger components repaired or replaced by Tesla).

1.4.2. With request to any defect in the System or a System component, Tesla shall perform one of the following (each a “Remedial Service”), selected in Tesla’s sole discretion: (a) repair the defective System or component; or (b) replace the defective component with a functionally equivalent component. Tesla shall be entitled to use: (x) remanufactured or refurbished components to the extent such components have remaining lives equivalent to the remaining life of the component replaced (had it not been defective); or (y) equivalent or improved versions of Tesla products, features, or options. If Tesla repairs the System or replaces a defective System component, Tesla shall be responsible for the costs of teardown, disassembly, transportation, re-assembly and re-installation of the System or component, as applicable.

1.4.3. Exclusions. The following shall not qualify for Remedial Services:

1.4.3.1. (a) normal wear and tear or deterioration, superficial defects, dents, marks or other cosmetic damage that do not impact Supercharger performance; (b) vibration that does not impact Supercharger performance; (c) damage that occurs during shipping or transportation (other than shipping or transportation by or on behalf of Tesla); (d) defects or performance issues resulting from use of the Supercharger outside the “Operating Temperature” range set out in the Specifications; (e) defects or performance issues resulting from the commissioning, operation, maintenance, modification or repair of the Supercharger in violation of the applicable Tesla Manual, other than by Tesla or its Affiliate or its subcontractor; (f) defects or performance issues to the extent that Tesla would have been able to prevent or limit such defect or performance issues if Tesla had a remote connection to the Supercharger, in circumstances where Tesla did not have such remote connection at the required time; (g) defects or performance issues resulting from abuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla;

(h) damage or deterioration that occurs as a result of the Supercharger stored in violation of the applicable Tesla Manual; (i) damage or deterioration that occurs after the end or termination of this Agreement or that is reported more than ten (10) days after the expiration or voiding of the same; or (j) theft or vandalism of the Supercharger or any of its components.

1.4.3.2. Any damage or failure caused by (a) commissioning, maintenance, modification or repair of the Supercharger by anyone other than Tesla, its Affiliate or a Tesla approved technician; (b) removal and reinstallation of the Supercharger at a different location without the written consent of Tesla; and (c) failure to arrange to have preventative maintenance service provided by Tesla or an authorized Tesla maintenance provider.

1.4.3.3. Any damage or failure caused by anyone other than Tesla, a Tesla Affiliate or subcontractor acting on Tesla's written direction: (a) installation or operation of the Supercharger in contravention of the "Supercharger Installation Manual"; (b) failure to comply with any clearance and access requirements set forth in the "Site Design Manual"; and (c) any attempt to extend or reduce the life of the Supercharger or prevent or hinder the recovery of data regarding Supercharger usage.

1.5. Rate Optimization.

1.5.1. Tesla shall, upon Buyer's request (via email) and not more than once per calendar year, conduct a review of Buyer's electrical load profile to provide recommendations regarding the utility rate that Buyer should elect in order to optimize energy costs for the System ("Optimization Review"). Buyer acknowledges that if it does not have, or cannot provide to Tesla, access to its electrical utility account, Tesla may not be able to conduct an Optimization Review and Tesla shall have no responsibility to do so.

1.5.2. Buyer acknowledges that any Optimization Review shall be provided in good faith and based on Tesla's analysis of Buyer's energy usage patterns and applicable utility rates and any additional Buyer-Provided Information that Tesla may reasonably request.

1.5.3. Buyer acknowledges that Tesla's recommendations from an Optimization Review are advisory in nature and that Buyer is ultimately responsible for implementing any changes to its utility rate and/or tariff with the utility.

1.5.4. Tesla makes no warranties or guarantees regarding the accuracy or completeness of its recommendations from an Optimization Review, the availability or duration of any particular utility rate, or the potential cost savings that may result from Buyer's implementation of such recommendations.

1.6. Buyer-Requested Change Orders. Buyer may request additions, deletions or revisions to the Services from time to time. If the same is agreeable to Tesla, Tesla shall be entitled to payment in accordance with Tesla's then-current rates and the extension of any deadlines applicable to Tesla's performance. Such changes to the Services and related adjustments, if agreed to by Buyer, shall be documented in a Change Order.

1.7. NO OTHER WARRANTY. EXCEPT AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

2. Access.

2.1. Buyer hereby grants Tesla and its agents, employees, and subcontractors access to the System and the Site during the Term for Tesla's exercise of its rights and the performance of its obligations under this Agreement 24 hours a day, 7 days a week.

- 2.2. Buyer shall ensure that Tesla's rights under this Agreement are not unreasonably interfered with by any third-party (including the owner or lessee of the Site, if different from Buyer).
- 2.3. Buyer shall comply with all Laws, Permits and policies pertaining to activities at the Site and Prudent Industry Practices applicable to Buyer's exercise of its rights and performance of its obligations under this Agreement.
- 2.4. Tesla will comply with Buyer's reasonable on Site policies and procedures at the Site to the extent applicable to Tesla's access to, or performance of work at, the Site; *provided*, that if the same delays or increases Tesla's costs of providing the Services, then the same shall be a Buyer-Caused Delay and Tesla shall be entitled to a Change Order.
- 2.5. Buyer shall ensure that Tesla has access to any portion of the Site necessary for the exercise of its rights and the performance of obligations under this Agreement. If Tesla requires access to any portion of the Site that is gated or not otherwise readily accessible to Tesla or its subcontractors, Buyer shall promptly permit access to such area and any delays or increases in Tesla's costs of providing the Services as a result of Tesla's inability to access the same shall be a Buyer-Caused Delay and Tesla shall be entitled to a Change Order. Furthermore, Tesla shall have the right to de-energize or restrict access to all or a portion of the System in connection with any maintenance or repairs performed pursuant to this Agreement, and Buyer shall cooperate with Tesla in implementing the same, at Buyer's sole cost.

3. Uptime Guarantee; Adjustments to Uptime Guarantee.

- 3.1. Tesla shall provide an Uptime Guarantee subject to and in accordance with Exhibit A-2 and the Key Terms and may perform and provide any Services, materials, parts and equipment that Tesla determines are required in order to ensure compliance with the Uptime Guarantee.
- 3.2. Tesla is not responsible under the Uptime Guarantee or otherwise for any System underperformance resulting from improper installation or maintenance of the System by a person other than Tesla or its Affiliate or subcontractor, including in circumstances where such person received installation or maintenance training from Tesla.
- 3.3. Tesla may terminate the Uptime Guarantee by notice to Buyer if any portion of the System is removed and reinstalled at a different location without Tesla's prior written consent, or if Buyer violates the terms of the System Purchase Agreement.

4. False Call-Out LDs. If Tesla arrives to the Site to perform Services after receiving notice or approval from Buyer but is unable to access the System or any portion of the Site required for such Services, for reasons not attributable to Tesla's fault or negligence, such circumstances will constitute a Buyer-Caused Delay for which Tesla shall be entitled to a Change Order from Buyer for recovery of liquidated damages at the False Call-Out LD Rate set out in the Key Terms for the time, costs, and expenses incurred by Tesla in connection with the visit. These liquidated damages have been agreed to by the Parties because the actual damages arising in these circumstances may be difficult to predict. They represent a reasonable pre-estimate of the damages that Tesla would incur and do not constitute a penalty. Buyer's payment and Tesla's receipt of these liquidated damages shall be Tesla's exclusive remedy and Buyer's exclusive liability in the situation described above. Buyer shall pay such liquidated damages within 30 days of receiving a written invoice from Tesla.

5. Title.

- 5.1. For Goods Installed in the System. Title to and risk of loss for all equipment installed in the System as part of the Services shall transfer to Buyer when such goods have been installed in the System; provided, to the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Tesla until fully paid for by Buyer.
- 5.2. For Goods Removed from the System. Tesla shall have title and risk of loss to all parts that it permanently removes from the System in performance of the Services. Tesla shall have the risk of loss to all parts that it removes from the System unless and until it reinstalls such part into the System (in which case Buyer shall then have risk of loss for same).

- 5.3. For System Removal. Tesla shall have title and risk of loss to all equipment comprising of the System and any other tangible property that it permanently removes from the System in performance of System Removal.
6. Tesla Lien Rights. Tesla may exercise its rights under applicable mechanics' and suppliers' lien Laws, security of payment Laws or any common law liens such as a common carrier's lien and other similar liens arising by operation of Laws relative to its performance of Services and Buyer's failure to pay for same in accordance with this Agreement.
7. Subcontracting. Tesla may perform any (but not the entirety of) its obligations (including the Services) through subcontractors, but Tesla shall remain fully responsible for their performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Law and shall maintain their own insurance coverage appropriate to the scope of Services provided in Tesla's sole discretion. Tesla will be solely responsible for paying its subcontractors and for managing and coordinating their work.
8. Price; Invoicing; Payment; Late Payment; Other Relief.
 - 8.1. As compensation for Tesla's performance of its obligations under this Agreement, Buyer shall pay to Tesla the Services Price referenced in the Key Terms; provided, if the Minimum Services Price referenced in the Key Terms exceeds the Services Price in a month, Buyer shall pay to Tesla the Minimum Services Price instead of the Services Price for such month.
 - 8.2. Tesla shall invoice Buyer for such amounts at the times set out in the Key Terms or as otherwise set forth in Section 1 of Exhibit C of this agreement, as applicable. Tesla shall send all invoices by electronic mail to the address of Buyer shown in the Key Terms of this Agreement or through Buyer's Tesla for Business Account ("Tesla Account"). Buyer is required to establish its Tesla Account and complete Tesla's onboarding process prior to Tesla performing the Services.
 - 8.3. Buyer shall notify Tesla (via email) of any invoice dispute and provide substantiating documentation to Tesla within 30 days after receiving the disputed invoice. Absent such notice, Buyer shall be deemed to have approved such invoice.
 - 8.4. Late payments and disputed amounts that are later determined to have been due and owing will accrue interest at the Interest Rate from the original due date until payment is made. Each Party shall reimburse the other Party for all reasonable costs incurred by the payee in collecting any late payments, including reasonable attorneys' fees.
 - 8.5. In addition to the other compensation and relief contemplated by this Agreement, each Party may be entitled to relief under this Agreement for Force Majeure Events as defined and described in Exhibit A-1 and Tesla shall be entitled to Change Orders for relief as defined and described in Exhibit A-1.
9. Taxes.
 - 9.1. Direct Taxes. Each Party is solely responsible for all taxes imposed by a Government Authority directly on that Party and not transferrable to or reimbursable by another party ("Direct Taxes"). Direct Taxes include, but are not limited to, (i) franchise, income, and business and occupational taxes on its business activities, (ii) employer-related taxes with respect to its personnel (e.g., employee taxes, workers compensation, and unemployment insurance).
 - 9.2. Indirect Taxes. Tesla shall invoice and collect from Buyer all applicable taxes imposed by a Governmental Authority on the provision of goods or services in this Agreement ("Indirect Taxes") unless Buyer provides and Tesla accepts at Tesla's sole discretion a lawful and timely exemption certificate, direct pay permit, or other abatement documentation. Indirect Taxes include, but are not limited to, sales, use, value-added, consumption, excise, environmental, or similar tax, fee, or charge imposed by a Governmental Authority related to the transaction. For clarity, Tesla is responsible for any import duties on equipment imported to the Site by Tesla in connection with performance of the Services. Tesla shall remit any Indirect Taxes it collects from Buyer to the proper Government Authority. If any Indirect Taxes are later assessed by a Government Authority on this Agreement, Buyer shall promptly reimburse Tesla for such amounts including interest.

- 9.3. Withholding Taxes. If Buyer is required by Law to deduct or withhold any amount of Tax from a payment to Tesla, Buyer shall: (a) promptly remit such amount to the applicable taxing authority and provide Tesla with a receipt for such remittance; and (b) increase the amount of its payment to Tesla by the amount necessary to ensure Tesla receives the full amount which it would have received if no deduction or withholding had been made.
10. Product Updates. The Tesla Manuals may be updated by Tesla from time to time and at any time. Such updates are provided via the Partner Portal or by notice from Tesla. Buyer shall subscribe to the Partner Portal to ensure receipt of such updates.
11. No Set-off Right. Except as provided in Exhibit C, any claim for money due or to become due from a Party under this Agreement shall not be subject to deduction, recoupment, or set-off by such Party against any amount due or to become due to the other Party or its Affiliates, whether relating to a claim under this Agreement or any other transaction.
12. Buyer Termination.
- 12.1. Buyer may terminate this Agreement for the following default ("Default") effective on 10 days' prior notice to Tesla delivered when such Default is still pending:
- 12.1.1. Tesla fails to perform the Services in accordance with this Agreement for 6 consecutive months, and Tesla fails to resume performing the Service within 30 days after Tesla's receipt of written notice thereof from Buyer;
- 12.2. If Buyer terminates this Agreement for Tesla's Default, Tesla will pay Buyer, as Tesla's sole and exclusive liability and Buyer's sole and exclusive remedy in respect of such early termination, the following amounts (the "Tesla Termination Payment"):
- 12.2.1. an amount equal to the Equipment Payment; plus
- 12.2.2. any and all other amounts previously accrued under this Agreement and then owed by Tesla to Buyer including, as applicable, any amounts due and owing to Buyer for charging sessions accruing prior to the effective date of termination; minus
- 12.2.3. any fees or other amounts Buyer owes to Tesla in accordance with this Agreement through the effective date of termination.
- 12.3. Buyer shall invoice Tesla for the Tesla Termination Payment (which shall contain detailed supporting documentation) promptly after the effective date of termination.
- 12.4. This Agreement shall be deemed terminated to the extent Buyer exercises its rights under O.C.G.A. § 36-60-13 as provided herein. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of Buyer.
- 12.5. Upon expiration of this Agreement or Buyer's termination pursuant to this Section 12, Tesla shall have the right to remove all of the tangible property comprising the System from the Site ("System Removal").
- 12.6. If Tesla elects to conduct System Removal upon the expiration of this Agreement for Buyer termination, it shall:
- 12.6.1. notify Buyer of same within 30 days of the effective date of such Buyer termination;
- 12.6.2. conduct the System Removal at Tesla's sole cost and expense;
- 12.6.3. make reasonable efforts to complete the System Removal within ninety (90) days after the effective date of such termination; and
- 12.6.4. repair any damage to the Site caused by such System Removal.

13. Tesla Termination.

- 13.1. In addition to any other remedies that may be provided under this Agreement, Tesla may terminate this Agreement for the following defaults (each, a “Default”) effective on 10 days’ prior notice to Buyer delivered when such Default is still pending:
 - 13.1.1. Buyer fails to pay any undisputed amount when due under this Agreement and the failure is not cured within 30 days after Buyer’s receipt of written notice thereof from Tesla;
 - 13.1.2. Buyer has breached any material provision of this Agreement, and the breach is not cured within 30 days after Buyer’s receipt of written notice thereof from Tesla (or for breaches which Buyer has notified Tesla cannot be cured within 30 days but can be cured within 60 days, such breach has not been cured by the extended 60-day deadline); or
 - 13.1.3. Buyer is Insolvent.
- 13.2. In addition to any other remedies that may be provided under this Agreement, Tesla may suspend performance of any of its obligations under this Agreement if Buyer at any time is in default of its payment obligations under this Agreement.
- 13.3. If Tesla terminates this Agreement for Buyer’s Default, Buyer shall pay Tesla the following amounts with respect to such termination, as calculated by Tesla (“Buyer Termination Payment”, and each of the Tesla Termination Payment and the Buyer Termination Payment, a “Termination Payment” as applicable):
 - 13.3.1. an amount equal to the sum of the Minimum Services Price for each month remaining in the Term on the effective date of termination; plus
 - 13.3.2. an amount equal to Tesla’s direct costs associated with System Removal as set forth in Section 13.5, if applicable; plus
 - 13.3.3. any fees or other amounts Buyer owes to Tesla in accordance this Agreement through the effective date of termination.
- 13.4. Tesla shall invoice Buyer for the Buyer Termination Payment (which shall contain reasonable supporting documentation) promptly after the later of (a) the effective date of termination and (b) the date in which Tesla completes System Removal, if applicable.
- 13.5. System Removal. Upon Tesla’s termination pursuant to this Section 13, Tesla shall have the right, but not the obligation, to conduct System Removal at Buyer’s sole cost and expense. If Tesla elects to conduct System Removal following Tesla’s election to terminate this Agreement, it shall:
 - 13.5.1. notify Buyer of same within 30 days of the effective date of such Tesla termination;
 - 13.5.2. conduct the System Removal at Buyer’s sole cost and expense;
 - 13.5.3. make reasonable efforts to complete the System Removal within ninety (90) days after the effective date of such termination; and
 - 13.5.4. repair any damage to the Site caused by such System Removal.
- 13.6. Termination for Convenience. In addition to any other rights or remedies that may be provided to Tesla under this Agreement, Tesla may terminate this Agreement for any reason, or no reason at all, effective on 30 days’ prior notice to Buyer which termination shall be effective as of the date and time set forth in such notice. If Tesla terminates this Agreement pursuant to this Section 13.6, (a) Tesla will pay Buyer, as Tesla’s sole and exclusive liability and Buyer’s sole and exclusive remedy in respect of such early termination, the Tesla Termination Payment, and (b) Tesla shall have the right, but not the obligation, to conduct System Removal at Tesla’s sole cost and expense.

14. Liquidated Damages.

14.1. The Parties agree that, if a Party terminates this Agreement prior to the expiration of the Term pursuant to Section 12 (Buyer Termination) or Section 13 (Tesla Termination), actual damages would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by the Non-Defaulting Party as a result of early termination of this Agreement and is not a penalty. The Termination Payment cannot be less than zero.

14.2. If the provisions for the payment of liquidated damages in this Agreement are held to be unenforceable, either Party shall be entitled to claim from the other Party its actual damages suffered due to circumstances giving rise to the liability to pay liquidated damages (had they been enforceable) but subject to Section 21 (Limitations of Liability).

15. Mitigation of Damages. Each Party shall use reasonable efforts to mitigate any damage, expense or liability incurred by it as a result of the other Party's breach of this Agreement; provided, that Tesla shall not be obligated to mitigate with respect to amounts owed by Buyer, including any liquidated damages amount.

16. Cumulative and Certain Exclusive Remedies.

16.1. Except as otherwise specifically set forth in this Agreement, as in the case of a termination pursuant to Section 12 or Section 13 and payment of a Termination Payment:

16.1.1. all rights and remedies provided under this Agreement are cumulative and not exclusive;

16.1.2. the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at Law or in equity, or in any other agreement between the Parties or otherwise.

16.2. Neither Party is entitled to recover damages or otherwise obtain reimbursement or restitution more than once in respect of the same loss or claim under any provision of this Agreement, and any amount recovered for a loss under either this Agreement shall pro tanto satisfy and discharge any other loss or claim which is capable of being brought in respect of the same subject matter. Notwithstanding the foregoing, each Party shall have the right to choose the basis or bases upon which it makes any claim where there is more than one claim available to it in relation to the same subject matter.

16.3. Neither Party shall be entitled to any relief, allowance of time, compensation or Change Order under this Agreement where and to the extent that the event which would otherwise entitle the Party claiming such relief, allowance of time, compensation or right to a Change Order has been caused by a breach by such Party or its Affiliates, as applicable.

17. Confidentiality; Publicity.

17.1. The NDA sets out the Parties' confidentiality obligations under this Agreement and is incorporated by reference into this Agreement, *mutatis mutandis*. The terms and conditions of the NDA will continue in force throughout the term of this Agreement and for 3 years following this Agreement's expiration or early termination. The terms and conditions of this Agreement and any information regarding the System or the Services shall be Tesla's Confidential Information for purposes of the NDA. The terms and conditions of this Agreement, the Licensed Materials, Tesla's "know how" regarding the System and any information regarding the System (excluding data and performance metrics produced by the System and information set forth on the Customer Billing Statement) shall be Tesla's confidential information for purposes of the NDA.

17.2. Neither Party shall advertise or issue any public announcement regarding the execution of this Agreement or its contents, nor use the other Party's mark, name, or logo in any marketing literature, web sites, articles, press releases (including interviews with representatives of media organizations of any form), or any other document or electronic communication without the prior written consent of the other Party. The foregoing shall not prohibit a Party from making any public disclosure or filing that it determines in good faith is

required by Law or the rules of the stock exchange on which its shares, or the shares of its parent company, are listed.

- 17.3. Tesla may share de-identified or anonymous data with Buyer with respect to any information provided on a Customer Billing Statement or otherwise, which does not directly identify the data subject(s), such as individuals, vehicles, products, or entities. Buyer may not, and may not attempt to, identify any data subject.
- 17.4. Notwithstanding anything herein to the contrary, Tesla acknowledges that Buyer's disclosure of records is governed by Georgia's Open Records Act, and Tesla further acknowledges that if Tesla submits records containing trade secret information, and if Tesla wishes to keep such records confidential, Tesla must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

18. Intellectual Property Rights.

- 18.1. As between the Parties, Tesla shall remain the sole and exclusive owner of:
 - 18.1.1. any and all patents, trademarks, copyrights, mask work rights, trade secrets, and any other intellectual or proprietary rights (collectively, "Intellectual Property Rights") associated with the System, the Services, or any components or software installed in the System during performance of the Services or any parts or derivations thereof; and
 - 18.1.2. all data obtained via the remote monitoring of the System.
- 18.2. Tesla hereby grants to Buyer a revocable, limited, non-exclusive, non-sublicensable (other than to Buyer's customers for the sole purpose of charging their vehicle and persons acting on Buyer's behalf in furtherance of Buyer's exercise of its license rights under this Section 18.2), non-transferable (other than as permitted by Section 23) license to use: (a) the System for vehicle charging; (b) any software (i.e., firmware) embedded by Tesla in the System; and (c) the Tesla Manuals and similar documents provided by Tesla as part of the Services (all of the foregoing, collectively, the "Licensed Materials") to the extent necessary for the use, ownership, operation, and maintenance of the System; provided, that Buyer may use the software solely in the operation of the System. Except for the foregoing, no license or other right to Tesla's Licensed Materials or Intellectual Property Rights is granted under this Agreement.
- 18.3. For the avoidance of doubt, Buyer is not granted any license to modify the Licensed Materials and shall bear all responsibility for its use of the Licensed Materials other than as permitted by Tesla's license granted under Section 18.2. The licenses granted by Tesla under this Section 18 only relate to the Licensed Materials as final forms of the same are provided by Tesla to Buyer.
- 18.4. The licenses provided in Section 18.2 will terminate upon the effective date of the expiration or early termination of this Agreement, as applicable; *provided*, upon written request by Buyer, Tesla may in its reasonable discretion extend any of the foregoing licenses to Buyer beyond the Agreement's expiration or early termination.
- 18.5. Buyer hereby grants to Tesla and its Affiliates, an irrevocable, limited, royalty-free, perpetual, world-wide, non-exclusive, non-sublicensable (other than to persons acting on Tesla's behalf in furtherance of Tesla's exercise of its license rights under this Section 18.5), non-transferable (except as permitted pursuant to Section 23) license to use, copy, distribute, make derivative works from, make, import, export, and practice:
 - 18.5.1. all Buyer-Provided Information, in connection with Tesla's exercise of rights and performance of obligations pursuant to and in connection with this Agreement and other agreements executed between the Parties related to the System (the "Related Contracts");
 - 18.5.2. any feedback, suggestions, enhancement requests or suggestions, ideas, inventions, information, processes, know-how, techniques, comments, or other feedback provided by Buyer relating to the Services and/or the System (collectively, "Feedback"), including the right to make, have made, sell,

have sold, offer for sale, import, have imported and lease products and services that practice or embody the Feedback; and

18.5.3. notwithstanding the foregoing, Tesla's rights to data described in this Section 18.5 shall not apply to any data or portion thereof that includes PII provided to Tesla in violation of Section 18.6.

18.6. Buyer covenants and agrees that it shall not provide, transmit or otherwise give Tesla access to any personally identifiable information, as such term is defined under applicable Laws relating to the privacy or security of personal information (e.g., names, email or physical addresses, credit card numbers and expiration dates, and other information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household) ("PII").

18.7. Notwithstanding anything to the contrary in the NDA, public disclosure by Tesla of the data and information described in Section 18.1.2 is permitted if such data is disclosed such that none of Buyer, the System nor the long-term occupant of the Site could reasonably be identified from the publicly disclosed information.

19. Representations and Warranties.

19.1. General Representations and Warranties. Each Party represents and warrants to the other Party on the Effective Date that:

19.1.1. it is a legal entity, duly organized and in good standing under the laws of its jurisdiction of incorporation or formation, as applicable;

19.1.2. this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and

19.1.3. the execution, delivery, and performance of this Agreement: (i) is within its powers; (ii) has been duly authorized by all requisite action; and (iii) will not violate any agreement, commitment, certificate or other document to which it is a party or by which any of its assets may be bound or affected.

19.2. Buyer's Representations and Warranties. Buyer represents and warrants on an ongoing basis that:

19.2.1. Buyer has or will have, when required for Tesla to exercise its rights and perform its obligations under this Agreement, title to or a leasehold or other valid property interest in the Site such that Buyer has the full right, power and authority to permit Tesla's and its subcontractors' performance of its obligations and exercise of rights under this Agreement and the Related Contracts. If, from and after when required by Tesla to exercise its rights and perform its obligations under this Agreement, Buyer does not own the Site or any improvement on which the System is to be installed, Buyer has obtained all required consents from the owner of the Site and/or improvement, as the case may be, to permit Tesla to perform its obligations under this Agreement and exercise of rights under this Agreement and the Related Contracts; and

19.2.2. it is not Insolvent and is capable of paying all of its debts as they become due.

20. Indemnification.

20.1. General Indemnity. Each Party shall defend from any Claims and indemnify and hold harmless the other Party's Indemnified Parties from and against any Losses arising from Claims, in each case to the extent caused by:

20.1.1. injury to or death of persons, or damage to or loss of property, to the extent caused by or arising from breach of this Agreement or the negligence or willful misconduct of the Indemnifying Party, its Affiliates and each of their agents, employees and subcontractors in connection with the System or the performance of this Agreement;

- 20.1.2. any breach of any Law or Permits (to the extent the Indemnifying Party is required to comply with such Permits pursuant to this Agreement) by the Indemnifying Party or those for whom such Party is legally responsible in connection with the System or the performance of this Agreement, including (without limitation) Buyer's obligations to cause the System to be installed and operated in accordance with ADA requirements);
 - 20.1.3. employers' liability, workers' compensation, or damage of any kind filed by any personnel of the Indemnifying Party to the extent caused by or arising from breach of this Agreement or the negligent acts or omissions or acts of willful misconduct of the Indemnifying Party, its Affiliates and each of their agents, employees and subcontractors in connection with the System or the performance of this Agreement; and
 - 20.1.4. Taxes payable by the Indemnifying Party.
- 20.2. Environmental Indemnity.
- 20.2.1. Tesla shall defend from any Claims and indemnify and hold harmless Buyer's Indemnified Parties from and against any Losses arising from Claims in each case to the extent involving:
 - 20.2.1.1. any violations of any Tesla Permits or environmental Laws by Tesla; and
 - 20.2.1.2. the release at, on, above, below, or near the Site in connection with Tesla's performance of this Agreement of any hazardous materials to the extent such violation or release relates to:
 - 20.2.1.2.1. pre-existing hazardous materials or hazardous materials brought to the Site by Buyer or anyone for whom Buyer is legally responsible (other than Tesla or its subcontractors), in either case whose presence and location were previously made known to Tesla by Buyer and that were negligently released on the Site by Tesla or its subcontractor; and/or
 - 20.2.1.2.2. hazardous materials brought to the Site by Tesla or its subcontractor that are released by Tesla or its subcontractors that are released by Tesla or its subcontractors.
 - 20.2.2. Buyer shall defend from any Claims and indemnify and hold harmless Tesla's Indemnified Parties from and against any Losses arising from Claims, in each case to the extent arising from:
 - 20.2.2.1. pre-existing environmental conditions, including pre-existing hazardous materials, on the Site other than those for which Tesla must indemnify Buyer pursuant to Section 20.2;
 - 20.2.2.2. any releases of hazardous materials other than those for which Tesla is responsible under this Agreement; and
 - 20.2.2.3. any violations of any Permits or environmental Laws by Buyer, its personnel, its predecessors in interest to the Site, or an end user of the System.
- 20.3. Intellectual Property Indemnity.
- 20.3.1. Tesla's Intellectual Property Indemnity.
 - 20.3.1.1. Tesla shall defend from any Claims and indemnify and hold harmless Buyer's Indemnified Parties from and against any Losses arising from Claims of infringement or improper use of any Intellectual Property Right in each case to the extent arising out of:
 - 20.3.1.1.1. Tesla's performance of the Services; and

20.3.1.1.2. the permitted use by or on behalf of Buyer of any license or right granted by Tesla under this Agreement.

20.3.1.2. Notwithstanding the foregoing, Section 20.5 shall apply where a Claim is subject to Tesla's indemnity in this Section 20.3.1 and Buyer's indemnity in Section 20.3.2.

20.3.2. Buyer's Intellectual Property Indemnity.

20.3.2.1. Buyer shall defend from any Claims and indemnify and hold harmless Tesla's Indemnified Parties from and against any Losses arising from Claims in each case to the extent arising out of:

20.3.2.1.1. allegations of infringement or violation of any Intellectual Property Right involving a particular design, process or product of a particular manufacturer or manufacturers contained in, required or specified by Buyer in any Buyer-Provided Information;

20.3.2.1.2. any Buyer modification (directly or indirectly), use, or reuse of the Licensed Materials other than as permitted under Section 18.2;

20.3.2.1.3. use of the System in combination with any other products, materials or equipment in a manner alleged to infringe upon any Intellectual Property Right specified in a Claim under Section 20.3.2.1.1, and not expressly authorized in writing by Tesla in circumstances where the infringement or Loss would have been avoided by the use of the System not so combined;

20.3.2.1.4. any modifications or changes made to the System other than by Tesla or its Affiliates and their respective employees and subcontractors acting on Tesla's behalf in circumstances where the infringement or Loss would have been avoided without such modifications or changes; and/or

20.3.2.1.5. any Buyer breach of the licenses and other Intellectual Property Rights granted to Buyer by Tesla pursuant to this Agreement.

20.4. Indemnification Procedures.

20.4.1. The Indemnified Party will give the Indemnifying Party prompt notice of any Claim for which indemnification is sought under this Agreement. Failure to give prompt notice will not diminish the Indemnifying Party's obligations under this Agreement to the extent such failure does not materially prejudice the Indemnifying Party's ability to defend the Claim.

20.4.2. The Indemnified Party shall permit the Indemnifying Party to control the defense of the Claim, and the Indemnified Party may participate in the defense at its own expense with legal representation of its choice. If the Claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party will make available information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense.

20.4.3. The Indemnifying Party may not, without the prior written consent of the Indemnified Party, consent to the entry of any judgment or settlement:

20.4.3.1. that provides for injunctive or other non-monetary relief affecting the indemnified Party (or its Affiliates and their respective representatives); and

20.4.3.2. unless such judgment or settlement provides for an unconditional and full release of the Indemnified Party (and its Affiliates and their respective representatives) and does not diminish any rights of the Indemnified Party under this Agreement or result in additional fees or charges to the Indemnified Party.

20.4.4. If the Indemnifying Party fails to take reasonable steps to defend the Indemnified Party against a Claim in accordance with this Agreement within a reasonable time after receipt of a request for indemnification, the Indemnified Party may undertake the defense of such Claim without waiving its rights and remedies under this Agreement.

20.5. Comparative Negligence. Notwithstanding anything to the contrary, in no event will a Party, as the Indemnifying Party, be obligated to indemnify, defend or hold harmless an Indemnified Party to the extent a Claim or Loss arises out of or is due to the negligence or willful misconduct of such Indemnified Party. If a Claim is subject to both a Buyer indemnity and a Tesla indemnity, each Party shall only be required to indemnify the other in proportion to such Party's responsibility for the act or circumstance giving rise to the Claim.

20.6. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of Buyer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of this Agreement requiring the Buyer to indemnify Tesla is only valid to the extent allowed by Georgia law. The Buyer shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.

21. Limitations of Liability.

21.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES INCURRED BY A FINANCING PARTY OR ANY END CUSTOMER OF BUYER, EACH IN SUCH CAPACITY) ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED; PROVIDED THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIQUIDATED DAMAGES AMOUNTS EXPRESSLY PROVIDED HEREUNDER (WHICH THE PARTIES AGREE CONSTITUTE DIRECT DAMAGES).

21.2. NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL EXCEED THE PARTY'S TERMINATION PAYMENT. FOR THE AVOIDANCE OF DOUBT, THE AGGREGATE LIABILITY CAP IS INCLUSIVE OF ALL LIQUIDATED DAMAGES.

21.3. THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 21 SHALL NOT APPLY TO: (1) BUYER'S OBLIGATION TO MAKE PAYMENTS FOR SERVICES PERFORMED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE BILLING SERVICES FEES, AS APPLICABLE; (2) DAMAGES ATTRIBUTABLE TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (3) ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (4) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (5) DAMAGES ATTRIBUTABLE TO A PARTY'S INTENTIONAL TORTS OR UNLAWFUL CONDUCT OR WILLFUL MISCONDUCT; OR (6) ACTS OR OMISSIONS FOR WHICH LIABILITY CANNOT BE DISCLAIMED OR LIMITED UNDER APPLICABLE LAW.

22. Governing Law; Dispute Resolution.

22.1. Governing Law. This Agreement and all claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Texas, without regard to the conflicts of law principles that would result in the application of any other Law other than such Laws. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the foregoing, this Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Buyer as a municipality of Georgia and as a party to this Agreement.

22.2. Dispute Resolution.

- 22.2.1. Any dispute arising from or relating to this Agreement shall first be promptly referred to the Parties' senior level management for resolution. If the Parties' senior level management are unable to resolve any such dispute within 20 days after referral, then either Party may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content, and result of the arbitration shall be held in confidence by the Parties, their representatives, any other participants and the arbitrator.
- 22.2.2. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Austin, Texas.
- 22.2.3. The arbitration award shall be final and binding on the Parties and the Parties shall not have the right to appeal any such award. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party.
- 22.2.4. Each Party hereby excludes and waives irrevocably any rights or application or appeal to the courts of any country otherwise having jurisdiction to the fullest extent permitted by law in connection with any questions of law arising in the course of arbitration or arising out of any award made, except for actions to obtain a judgment recognizing or enforcing an arbitral award or actions to take (or request any judicial or other authority to order) any provisional measure prior to the commencement of or during the arbitration proceedings for the preservation of its rights and interests.
- 22.2.5. If any dispute in arbitration under this Agreement is substantially the same or involves common issues of law or fact (which may include, but not by way of limitation, matters involving other agreements related to the System), either Party shall be entitled to require that any such dispute be consolidated with the relevant arbitration pursuant hereto, and the other Party shall permit, and reasonably co-operate with the other parties in, such consolidation.
- 22.2.6. Notwithstanding anything to the contrary contained in this Section 22.2, if, due to a material breach or threatened material breach or Default or threatened Default, a Party is suffering irreparable harm for which monetary damages are inadequate, or if a Party is seeking to enforce an arbitration award obtained pursuant to this Section 22.2, such Party may petition a court of competent jurisdiction for injunctive relief, specific performance or other equitable relief.

23. Assignment.

- 23.1. Subject to Section 23.2, neither Party shall assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment, novation or transfer without such consent, whether voluntary or involuntary, by operation of Law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, is void.
- 23.2. Buyer may assign novate or otherwise transfer all of its rights or obligations under this Agreement to:
 - 23.2.1. an Affiliate that is not a Competitor or a Competitor Related Party and who will own the System;
or
 - 23.2.2. a third-party to which the System is sold, assigned, novated or transferred that is not a Competitor or a Competitor Related Party;
 - 23.2.3. provided in each case that:
 - 23.2.4. Tesla is provided written notice as soon as reasonably possible (and in all events within 30 days) following such assignment; and

- 23.2.5. if such assignment, novation or transfer takes place prior to the Price being paid in full, the assignee's creditworthiness is acceptable to Tesla in its reasonable discretion, such acceptance not to be unreasonably withheld, conditioned or delayed.
- 23.3. Each Party may without the other Party's consent collaterally assign this Agreement as security to, or as part of any factoring arrangement with, any Financing Party but no assignment of this Agreement under this Section 23.3 will release the assignor from its obligations and liabilities under this Agreement. Except as otherwise provided in the direct agreement between Tesla and the Financing Parties relative to this Agreement, a permitted assignee under this Section 23.3 will be bound by the obligations of this Agreement upon a foreclosure or other, similar enforcement of a security interest and upon the other Party's request will deliver a written assumption of assignor's rights and obligations under this Agreement to the other Party.
- 23.4. Promptly after Buyer makes an assignment set forth in Section 23.3, Buyer shall notify Tesla in writing of the name, address, telephone number and email address of the Financing Party to which Buyer's interest hereunder has been so assigned. Such notice shall include the names of the representatives of the Financing Party to whom all written, electronic and telephonic communications may be addressed. After giving Tesla such initial notice, Buyer shall promptly give Tesla notice of any change in the information provided in the initial notice or any revised notice.
- 23.5. Any attempted assignment of this Agreement (or any part thereof) or any of the rights, duties and obligations under this Agreement other than in strict conformance with this Section 23 is null and void and of no force or effect.
24. General Compliance with Laws. Each Party shall comply with all Laws applicable to the performance of this Agreement, including Laws applicable to each Party's use, sale and/or export of the goods, the sale of electricity to end users, and/or Commissioning Support purchased under this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that Buyer shall be solely responsible for compliance with all applicable Law in relation to the accessibility of electric vehicle charging stations, including but not limited to those under the Americans with Disabilities Act ("ADA") or similar applicable Law, in connection with the purchase, installation, and use of the System, or any part thereof.
25. Anti-Bribery Laws. Each Party shall comply with all national or international anti-bribery laws applicable to it, including without limitation the Foreign Corrupt Practices Act of 1977 (the "FCPA") and shall, at all times during the Term, remain in compliance and maintain appropriate policies and procedures to ensure ongoing compliance with all such laws. As of the Effective Date, (a) neither Party has any employees who are foreign officials as defined under the FCPA; and (b) no foreign official as defined under the FCPA has any legal or beneficial interest in a Party (or, if a Party or its direct or indirect parent company is a publicly listed company, a more than 5% legal or beneficial interest in such Party). Each Party shall promptly notify the other Party in writing in the event any of the foregoing representations would be untrue if made by Buyer at any time during the Term. Each Party acknowledges that any violation of this Section 25 constitutes just cause for immediate termination of this Agreement by the other Party.
26. Economic Sanctions Laws; Export Control Laws. Buyer shall not: (a) directly or indirectly export, re-export or otherwise transfer the System or any part thereof, or (b) broker, finance or otherwise facilitate any transaction involving the System, in violation of any economic sanctions laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department or any other Governmental Authority imposing economic sanctions and trade embargoes against designated countries, entities or persons. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release the System, any part thereof, or any software, documentation or related technical data included with or contained in the System, in violation of applicable export control Laws.
27. Continuation of Work.
- 27.1. Pending final resolution of each dispute hereunder, the Parties shall each continue to fulfil their respective obligations hereunder, irrespective of whether any dispute has been noticed, submitted, or is under negotiation or consideration by either Party; *provided* that Tesla's obligation to perform Services is

conditioned on Buyer's continued payment for the applicable Services, in accordance with the terms of this Agreement.

- 27.2. Upon resolution of each dispute, whether by agreement of the Parties or through a dispute proceeding, any amounts found to be owing by either Party shall be promptly paid by the Party owing payment to the other Party, together with interest at the Interest Rate, from the day following the date of the overpayment or underpayment, as applicable, until the date of repayment in full.
28. Insurance. Each Party shall maintain the insurance coverage or insurance program required of it in Exhibit D, as applicable.
29. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term shall be severable from the remainder of this Agreement and the remainder of this Agreement or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.
30. Amendment; Modification; Waiver. No amendment or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by either Party of any provision of this Agreement is effective unless set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement operates as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise of that right or remedy or the exercise of any other right or remedy.
31. Approvals. Unless expressly stated otherwise, where Buyer has a right of consent, approval, review, verification, or a similar right under this Agreement (each, an "Approval"), such Approval shall not be unreasonably withheld, conditioned, or delayed. In addition, where Tesla must obtain Buyer's Approval, review, consent or other, similar outcome, the following shall apply unless a different approval process is specifically set forth in this Agreement:
- 31.1. when Tesla believes that the conditions for Approval have been met or Buyer's Approval is otherwise required by this Agreement, Tesla shall deliver to Buyer the information or other deliverable for which Approval is required; and
- 31.2. within 5 Business Days after Buyer's receipt of such information or deliverable, Buyer shall either: (a) approve the same; or (b) if the work or matter is not in accordance with the requirements of this Agreement, disapprove (or expressly seeks modification of) the same and provide a detailed explanation of the reasons therefor. If Buyer fails to disapprove (or equivalent) within 5 Business Days after receipt of Tesla's delivery of the affected information or deliverable for Buyer review, then Buyer will be deemed to have Approved the same.
32. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency (except to the limited extent provided in Section 2 of Exhibit C), partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
33. No Third-Party Beneficiaries. Except for the Indemnified Parties as provided in Section 20, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person. Claims by non-Parties indemnified pursuant to this Agreement may only be brought by a Party to this Agreement.
34. Notices. All notices allowed or required under this Agreement shall be in writing, sent to the address for notices given for Tesla and Buyer in the Key Terms, or such other address as either Party may notify the other Party in writing from time to time, and shall be deemed given:
- 34.1. if sent by courier, on the date when left at the address of the recipient if such date is a Business Day or on the next Business Day if such date is not a Business Day; and

- 34.2. if sent by email, upon receipt by the sender of an email confirming receipt (or other of evidence of receipt) of the notice by the recipient (in which case the email will be deemed received on the date it was received by the recipient if such date is a Business Day, or on the next Business Day if such date is not a Business Day). An automatic "read receipt" shall not constitute confirmation of receipt for purposes of this Section 34.

Nothing in this Section 34 shall be construed to restrict the transmission of routine communications between representatives of Buyer and Tesla.

35. Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration; provided, that all warranties and licenses granted by Tesla to Buyer pursuant to this Agreement shall terminate on the effective date of the expiration or early termination of this Agreement.
36. Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A .pdf of an original signature or electronically signed version transmitted to the other Party is effective as if the original was sent to the other Party.
37. Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings specified in this Section 37:

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition, the term "control" (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a Person through ownership of voting securities or by contract.

"Business Day" means any day other than weekends and days when banks are not generally open for business in Austin, Texas and the Site;

"Buyer Indemnified Parties" means: (i) Buyer; (ii) any Affiliate of a Person described in clause (i); and (iii) any director, officer, partner, member, manager, agent or employee of a Person described in clause (i) or (ii).

"Buyer-Provided Information" means any data, design, criteria or other documentation or information provided by Buyer to Tesla before or after the date of this Agreement.

"Change Order" means a written change order signed by Buyer and Tesla or otherwise issued pursuant to this Agreement; and

"Claim" means any claim, action, suit, proceedings, demand, investigation, assessment or liability of whatsoever kind or character made or brought by any third-party (excluding a Financing Party of the Indemnified Party, in such capacity or any end customer of Buyer, in such capacity).

"Competitor" means a direct or indirect competitor of Tesla with respect to the manufacture, design, integration, or supply of either battery energy storage equipment and systems or electric vehicle (including hybrid electric) charging equipment or systems or the provision of electric vehicle (including hybrid electric) charging services, for the purpose of generating revenue for one or more of such Person's product, service or business units.

"Competitor Related Party" means, with respect to any Competitor, any other Person that is a controlling direct or indirect beneficial owner of such Competitor, or any other Person for whom such Competitor is a controlling direct or indirect beneficial owner. For purposes of this definition, the term "control" means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a Person through ownership of voting securities or by contract.

"Direct Costs" means Tesla's actual and reasonably documented direct cost of performing one or more applicable acts (whether internal or external), plus 20% of the foregoing amount for overhead and profit. Capitalized terms that are used but not defined in this Agreement shall have the meaning given to them in the System Purchase Agreement.

“Equipment Payment” means an amount determined as of the effective date of termination and that is calculated as the Total Contract Price (as defined in the System Purchase Agreement) in the first year following the Effective Date and declining by ten percent (10%) per Contract Year on each anniversary of the Effective Date.

“Financing Party” means any person or entity providing financing to Buyer for or in connection with the System and any trustee or agent acting on their behalf.

“Indemnified Parties” or “Indemnified Party” means one or more of the Buyer Indemnified Parties or one or more of the Tesla Indemnified Parties, as the context requires.

“Indemnifying Party” means the Buyer or Tesla, as the context requires.

“Interest Rate” means an annual rate equal to the lesser of (a) the “prime rate” (as published in the Wall Street Journal) from time to time plus 1.5%; and (b) the highest rate permitted by Law.

“Law” means any applicable constitution, charter, act, statute, law, ordinance, code, regulation, order, by-law or other legislative or administrative action of any Governmental Authority (including environmental Law and any Tax), or a final decree, judgment or order of a court or tribunal.

“Losses” means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable expert and legal fees.

“Partner Portal” means the secure online Tesla repository for Tesla energy product documents and information accessible to customers at the following link: <https://partners.tesla.com/home> or, if not accessible there, any future URL identified by Tesla by notice to Buyer.

“Permits” means all applicable permits, licenses, authorizations, consents, orders, waivers, franchises, registrations, variances, extensions, filings, notifications, certificates, exemptions and approvals and other authorizations obtained from or made with any Governmental Authority.

“Person” means any individual, limited liability partnership, limited liability company, partnership, corporation, association, joint stock company, business, trust, estate, joint venture, unincorporated organization, government or political subdivision thereof, governmental agency or other entity.

“Prudent Industry Practices” means those design, engineering, construction, workmanship, operation, care and diligence standards and codes of construction, workmanship, equipment and components specified in this Agreement; provided that if the relevant standard is not so specified or is ambiguous therein, then “Prudent Industry Practices” shall mean those standards of design, engineering, construction, workmanship, operation, care and diligence and those practices, methods and acts that would be implemented and normally practiced or followed by prudent nationally-recognized manufacturers of electric vehicle charging systems similar to the System, in connection with services similar to supplying the System and providing the Support, in the state (for Systems located in the United States) or country (for all other projects) in which the System is located and which practices, methods and acts, in the exercise of prudent and responsible (and professional, with respect to matters requiring professional services) judgment by those experienced in the industry in light of the facts known (or that reasonably should have been known) at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, good engineering design practices, reliability, safety, the System Specification, the manufacturer’s warranties, applicable vendor manuals, the requirements of an applicable independent system operator or regional transmission organization and Governmental Authorities, standards imposed by the connecting utility or its successor, and other mandatory codes and standards established for such work. Prudent Industry Practices are not necessarily limited to the optimum practice, method or act, but may be a spectrum of possible practices, methods or acts.

“Tax” means any Direct Tax and Indirect Tax or any similar taxes or fees imposed by a Governmental Authority.

“Tesla Indemnified Parties” means: (i) Tesla, (ii) any Affiliate of Tesla; and (iii) any director, officer, partner, member, manager, agent or employee of a Person described in clause (i) or (ii).

Exhibit A-1
Force Majeure Events; Change Orders

1. **Force Majeure.**

1.1. **Force Majeure.**

- 1.1.1. A Party shall be excused from performance and shall not be considered to be in breach with respect to any obligation other than any obligation hereunder to pay money due and owing, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided:
 - 1.1.1.1. such Party notifies the other Party promptly (and in all events within 10 Business Days) after becoming aware of the Force Majeure Event and its estimated potential impact on its performance; and
 - 1.1.1.2. the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- 1.1.2. The Party claiming relief pursuant to Section 1.1.1 shall:
 - 1.1.2.1. be entitled to a reasonable extension of its time for performance of the affected obligations;
 - 1.1.2.2. shall use reasonable endeavors to overcome or mitigate the effects of such occurrence on its performance
 - 1.1.2.3. provide updates to the other Party on a biweekly basis during the continuation of such Force Majeure Event;
 - 1.1.2.4. if the Party seeking relief is Buyer and the relief claimed by Buyer exceeds 180 days, the delay in excess of such 180 days shall constitute a Buyer-Caused Delay;
 - 1.1.2.5. continue to perform its obligations to the extent performance is not prevented by the Force Majeure Event; and
 - 1.1.2.6. without modifying this Section 1.1.2, when the Party becomes able to resume performance of the affected obligations, such Party shall so notify the other Party and promptly resume performance.
- 1.1.3. Within 30 days after the cessation of the Force Majeure Event and its impacts on the claiming Party's performance, such Party shall submit a Change Order to the other Party detailing such reasonable adjustment as it believes is warranted due to such event (including reasonable supporting information) and the scope and nature of the relief to which the claiming Party is entitled pursuant to this Section 1.1.3. Such proposal shall be deemed accepted by the other Party if such other Party has not disputed such proposal in writing within 10 days after its receipt of the same.
- 1.1.4. If a Party is late in notifying the other of a Force Majeure Event, such Party shall not be entitled to relief under this Agreement for the period of time between the expiration of the specified notice period and the date on which notice of the circumstances for which such Party seeks relief is delivered to the other Party in accordance with this Agreement
- 1.1.5. If a Party is substantially prevented from fulfilling its material obligations under this Agreement as a result of a Force Majeure Event for more than 365 days in the aggregate pursuant to a claim for Force Majeure relief brought in accordance with this Agreement, then either Party may terminate this Agreement within 30 days after the expiration of the 365-day period referenced above, which termination shall be effective upon 10 days' notice.

- 1.1.6. Upon a termination of this Agreement by either Party pursuant to Section 1.1.5, Buyer shall pay Tesla an amount equal to the sum of:
- 1.1.6.1. all payments then due and owing for which Tesla has not yet been paid (including any unpaid portion of the Total Contract Price applicable to the portions of the System delivered by Tesla and to which Buyer has taken title); plus
 - 1.1.6.2. to the extent not covered by Section 1.1.6.1, the Direct Costs incurred by Tesla in the performance of its obligations up to the date of such termination and for which Tesla has not previously been paid; plus
 - 1.1.6.3. where Buyer is the terminating Party, Tesla's Direct Costs of demobilization and wind-down at the Site (such payment is without derogation to Tesla's right to be paid other amounts owing under this Agreement).
- 1.1.7. Subject to Tesla's receipt of the amounts described in Section 1.1.6, title to all materials manufactured by Tesla and delivered (or in transit) to Buyer at the effective date of the termination for which title has not already transferred to the Buyer in accordance with this Agreement shall pass to Buyer upon Tesla's receipt of the above-described amounts.

1.2. Unanticipated Changes.

- 1.2.1. If and to the extent that an Unanticipated Change increases Tesla's costs or delays Tesla's performance of its obligations under this Agreement, Tesla shall be entitled to a reasonable adjustment to the Services Price and/or the time for its performance of obligations in accordance with this Section 1.2; provided that, Tesla shall only be entitled to schedule relief and shall not be entitled to an adjustment to the Services Price for Force Majeure Events other than as set forth in Section 1.1.3.
- 1.2.2. Tesla shall notify Buyer of an Unanticipated Change for which Tesla seeks relief promptly (and in all events within 10 Business Days) after becoming aware of such event and its potential impact on its performance.
- 1.2.3. If Tesla is late in notifying the Buyer of an Unanticipated Change, Tesla shall not be entitled to relief under this Agreement for the period of time between the expiration of the specified notice period and the date on which notice of the circumstances for which Tesla seeks relief is delivered to Buyer in accordance with this Agreement.
- 1.2.4. After claiming relief due to an Unanticipated Change, Tesla has a continuing obligation to deliver to Buyer regular, updated reports and any additional, reasonable documentation and analysis supporting its claim regarding such change promptly after such information becomes available to Tesla.
- 1.2.5. Tesla shall make commercially reasonable efforts to mitigate the impacts of any such Unanticipated Change on its performance without derogation to Tesla's rights to specified overhead and profit defined as a Direct Cost.
- 1.2.6. Within 30 days after the cessation of the Unanticipated Change and its impacts on the Tesla's performance, Tesla shall submit a Change Order to Buyer detailing such costs incurred and a reasonable adjustment as it believes is warranted due to such event (including reasonable supporting information) and the scope and nature of the relief to which Tesla is entitled pursuant to this Section 1.2. Such proposal shall be deemed accepted by Buyer if Buyer has not disputed such proposal in writing within 10 days after its receipt of the same.

1.3. Change Order Compensation.

- 1.3.1. For all Change Orders entitling Tesla to compensation, Buyer shall pay Tesla the amount agreed by the Parties in accordance with Section 1.2.5, or if no such amount is agreed, the undisputed

amount sought by Tesla under such Change Order and payment of the disputed portion shall be resolved in accordance with Exhibit A, Section 22.2.

- 1.3.2. Tesla shall provide Buyer reasonable supporting information and documentation to support all costs incurred for which Tesla seeks recovery pursuant to a Change Order.

2. Definitions.

"Buyer-Caused Delay" means a delay in Tesla's performance of its obligations under this Agreement, to the extent due to Buyer's failure to perform any of its material obligations under this Agreement, or Buyer's failure to provide any necessary information or cooperation reasonably requested by Tesla.

"Change in Law" means an enactment, adoption, promulgation, modification (including a change in interpretation by a Governmental Authority) or repeal of any duty, tariff, law or permit applicable to obligations of Tesla under this Agreement which occurs after the Effective Date (other than publicly known proposals for changes in such applicable legal requirements that have been enacted, adopted, promulgated, modified, or repealed by the applicable Governmental Authority on or before the Effective Date).

"Differing Site Condition" means: (i) any condition at the Delivery Point or Site (including any concealed or latent subsurface conditions at the Delivery Point or Site or any subsurface structures, materials, properties or conditions having historical, cultural, archaeological, religious or similar significance); or (ii) a change in surface or subsurface conditions at the Delivery Point or Site following the Effective Date.

"Direct Costs" means Tesla's actual and reasonably documented direct cost of performing one or more applicable acts (whether internal or external), plus 20% of the foregoing amount for overhead and profit.

"Force Majeure Event" means any act or circumstance beyond the reasonable control and not attributable to the fault or negligence of either Party, including acts of God, epidemic, pandemic, flood, fire, earthquake, climatic conditions at the Site that are unusual for the time of year, explosion, action or inaction of a public authority (including delays caused by permitting authorities) for reasons other than a Party's fault, war, terrorist threats or acts or other civil unrest, piracy, lock-outs, strikes or other labor disputes (other than those limited to a Party's personnel), restraints or delays affecting carriers caused by a Force Majeure Event, and shall include the inability or delay in obtaining supplies of adequate or suitable materials to the extent caused by a Force Majeure Event.

"Unanticipated Change" means any change in Tesla's scope of work or service or event that causes a change in the cost or timing of its performance of its obligations including but not limited to: (i) any Differing Site Conditions; (ii) any Change in Law; (iii) any Buyer-Caused Delay; or (iv) any other event or circumstance for which a Change Order is allowed pursuant to this Agreement.

Exhibit A-2

Uptime Guarantee

1. Uptime Guarantee. Subject to the terms and conditions of this Agreement, Tesla guarantees to Buyer with respect to each Operating Year that, during the affected Operating Year, the Uptime Percentage of the System shall equal or exceed the Guaranteed Supercharger Uptime Percentage, as assessed by Tesla in accordance with the formula set forth in this Exhibit A-2 and the timing in Exhibit A, Section 3.
2. If the System includes more than one Supercharger, the Uptime Guarantee applies to all Superchargers collectively.
3. Uptime Guarantee Additional Key Terms and Definitions.

Commercial Terms for Uptime Guarantee	
Guaranteed Supercharger Uptime Percentage:	97%
Guaranteed Supercharger Uptime LD Amount:	USD \$[180] per percentage point shortfall per year per Supercharger post in the covered Supercharger System per year.
Annual Uptime LD Cap:	USD \$[1,800]

4. Excuse Event. An “Excuse Event” means any exclusion from Remedial Services in accordance with Exhibit A, Section 1.4 or any event outside of the reasonable control of Tesla, including without limitation the following:
 - a. damage to the System that occurred during shipping, storage, or transportation (other than shipping, storage, or transportation by or on behalf of Tesla);
 - b. operation of the System in violation of the Specifications or the applicable Tesla manual by anyone other than Tesla or its Affiliate or subcontractor;
 - c. vandalism, vehicle collision, negligence or any attempt to extend or reduce the life of the System or prevent or hinder the recovery of data regarding System usage, in each case by anyone other than Tesla, its Affiliates or subcontractors;
 - d. any breach by Buyer of this Agreement or the System Purchase Agreement, or any Force Majeure Event (including any Force Majeure Event that prevents Tesla from inspecting, testing, maintaining or repairing the System);
 - e. electrical utility service interruptions or interruptions in applicable telecommunications services;
 - f. underperformance resulting from improper installation or any maintenance of the System by a person other than Tesla or its Affiliate or subcontractor, including in circumstances where such person received installation or maintenance training from Tesla;
 - g. damage, outage, or underperformance caused by or due to the fault of a user or a user’s vehicle;
 - h. if the System forms part of or is connected to a power generating or conditioning facility or any transformer, switchgear or other connected equipment, any defect, malfunction, manual shutdown, maintenance activities or unavailability of any such other equipment;
 - i. Buyer’s delay in providing Tesla with timely remote and digital access to the System or in installing software upgrades; (and any refusal by Buyer to permit Tesla to have remote access to the System or to install software upgrades, in either case as sought by Tesla in connection with this Agreement);

- j. Buyer's delay in isolating the System or System Components and performing lock-out tag-out prior to Tesla's performance of any Services contemplated by this Agreement;
 - k. Buyer's delay or failure to provide Tesla with timely physical Site access to the System, delays due to Buyer's physical or electronic security requirements, or delays due to being outside Buyer's identified hours of operation of the charging station;
 - l. delays in performing on Site activities that are attributed to Unanticipated Changes;
 - m. any action by Buyer which delays, discourages, or prevents Customers from initiating charge sessions;
 - n. any downtime during Tesla's performance of any Services contemplated by this Agreement; and
 - o. any outage or underperformance caused by or the result of payment authorization or payment processing systems or networks.
5. Calculation of Supercharger System Uptime Percentage. If applicable, the "Uptime Percentage" of the Supercharger System for an Operating Year is calculated using the below formula:

$$\text{Uptime Percentage} = \frac{1}{N} \sum_{k=1}^N \frac{T_{k \text{ total}} - (T_{k \text{ outage}} - T_{k \text{ excluded}})}{T_{k \text{ total}}} \times 100$$

where the following terms have the following meanings:

N	Number of Supercharger posts in the Supercharger System
k	An individual Supercharger post
$T_{k \text{ total}}$	Number of minutes in the Operating Year. It shall exclude minutes with Partial Data, provided that the loss of data is not due to Tesla's negligence or breach of this Agreement.
$T_{k \text{ outage}}$	Total minutes of outage during the year for Supercharger post k . An Outage means that a Supercharger is unavailable for charging compatible vehicles due to impairment of its hardware or software functionality. An Outage begins when such unavailability occurs and ends when the Supercharger becomes available for charging again. Outage determination, including the beginning and end of any Outage period, shall be based on Tesla's standard monitoring and verification systems in effect at the time.
$T_{k \text{ excluded}}$	Total minutes of outage in the year subject to an Excuse Event for Supercharger post k .

Notwithstanding the foregoing, Tesla reserves the right to modify the "Tk outage" definition in its sole discretion once during the Term; provided, prior to implementing any such modification, Tesla shall discuss same with Buyer.

6. Guaranteed Uptime Percentage Liquidated Damages.
- a. If applicable, and the Uptime Percentage is less than the Guaranteed Supercharger System Uptime Percentage in any Operating Year, then Tesla will pay to Buyer liquidated damages calculated in accordance with the below formula.

$$(GSUP - UP) \times Y \times N$$

where the following terms have the following meanings:

GSUP = *Guaranteed Supercharger Uptime Percentage.*

UP = *Uptime Percentage.*

Y = *Uptime LD Amount.*

N = *Number of Supercharger posts in the covered Supercharger System*

- b. Tesla's liability for these liquidated damages will be capped at the Annual LD Cap, in any Operating Year.
- c. These liquidated damages have been agreed to by the Parties because the actual damages arising in these circumstances are difficult to predict. They represent a reasonable pre-estimate of the damages that Buyer would incur, and do not constitute a penalty. Payment of these liquidated damages shall be Tesla's exclusive liability and Buyer's exclusive remedy for any losses incurred by Buyer, including but not limited to losses of Incentives, as a result of the System failing to meet the Uptime Guarantee or otherwise failing to perform as expected. "Incentives" means: (a) electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights; (b) rebates or other payments based in whole or in part on the cost or size of equipment; (c) performance-based incentives paid as periodic payments; (d) tax credits, grants or benefits; and (e) any other attributes, commodities, revenue streams or payments, in each of (a) through (e) under any present or future Law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.

Exhibit B
Preventative Maintenance Services

Tesla shall provide the Preventative Maintenance Services annually during the Term in accordance with this Agreement. These Preventative Maintenance Services cover the System only and not the remainder of any microgrid or power generating or conditioning facility of which the System forms a part and shall not include any repairs that are needed due to Buyer's negligence, misuse, or abuse of the System.

System Component:	Preventative Maintenance Services may include:
Tesla Supercharger Cabinet:	• Visual inspection of both interior and exterior of cabinet for signs of leaks. • Physical damage, corrosion, pest or insect intrusion, and/or deterioration. • Verify torque marks on supercharger connections have not moved. If necessary, re-torque connections to manufacturer's specifications. • Verify all visible DC and AC conductors are free of any abnormal wear or damage. • Verify all LV Harness are free of damage or improper connections. • Verify proper sealant of conduits and cabinets. • Verify proper operation of all switches and disconnects and proper closure of cabinet door. • Verify all coolant hoses, connections, and pumps for signs of leakage. Clean radiator and fan housing. Top off coolant if needed.
Tesla Supercharger Post:	• Visual inspection of both interior and exterior of post for signs of leaks, physical damage, corrosion, pest or insect intrusion, and/or deterioration. • Verify torque marks on post connections have not moved. If necessary, re-torque connections to manufacturer's specifications. • Verify all visible DC conductors are free of any abnormal wear or damage. • Verify all LV harnesses are free of damage or improper connections. • Verify proper sealant of conduits. • Verify all coolant hoses, connections, and pumps for signs of leakage. Clean radiator and fan housing. Top off coolant if needed.
Reporting:	• Upon request from Buyer, not more frequently than once in any six (6) successive calendar month period, Tesla shall issue a report regarding all Preventative Maintenance Services provided and any recommended corrective actions. Tesla shall deliver report in an electronic fashion.

Exhibit C

Pay-Per-Use Services

1. Billing Services.

1.1. Tesla shall enable billing services on the System to permit pay-per-use charging (the "Billing Services"). During the Term, Tesla shall bill customers of the Superchargers at the Site ("Customers") directly for charging sessions using the System, collect payment from Customers, process such payments and remit to Buyer payments received from Customers in accordance with Sections 1.5 and 1.6 of this Exhibit C. Tesla may, in its sole discretion, engage any third-party in connection with providing the Billing Services ("Billing Partner"). Buyer agrees to complete any Know Your Customer (KYC) documentation required, if any, by a Billing Partner.

1.2. Buyer shall inform Tesla of the price (in USD per kWh) Buyer wishes to charge Customers for use of the System to charge an electric vehicle, and whether Buyer chooses to include any additional fees that are made available to Buyer through Buyer's Tesla Account such as idle fees or congestion fees, and Tesla shall implement such pricing accordingly; provided that Tesla shall not be required to create new or unique additional fees that are not otherwise implemented as part of Tesla's normal Billing Services program. If Buyer wishes to adjust the pricing rate, Buyer shall do so in Buyer's Tesla Account or such other method approved by Tesla in its sole discretion; provided that determining the rate at which Customers are charged for charging sessions shall be made in Buyer's sole discretion.

1.3. Tesla shall allow Customers to create an account with Tesla (or such other third-party provider or mobility service provider as may be approved by Tesla, in Tesla's sole discretion) for billing and payment. Tesla shall cause Customers to be charged through such account and shall do so on a per charging session basis. Any Customer information provided to Buyer may be anonymized and limited by Tesla to the extent necessary to comply with Tesla's customer privacy policies and applicable Law.

1.4. Tesla shall itself or through its Billing Partner invoice Customers for each charge session. Tesla shall collect applicable Indirect Taxes (as defined in Section 9.2 of Exhibit A to this Agreement) from Customers and report and remit such taxes to the appropriate Governmental Authority if Tesla determine in its sole discretion that Tesla is required or allowed to do so by law (including state and local marketplace facilitator and marketplace provider laws). In jurisdictions where Tesla determines Tesla is not required or allowed by applicable Law to report and remit Indirect Taxes, Buyer shall be responsible to report and remit such Indirect Taxes (which may include certain local sales taxes and kWh excise taxes) to the appropriate Governmental Authority. Billing Services are not intended to be and are not a substitute for tax, legal, accounting, or other professional advice. Buyer is solely responsible for: (a) determining Buyer's desired results from the Billing Services; and (b) evaluating all results generated by Buyer's use of the Billing Services.

1.5. On a regular basis, but not less frequently than monthly, Tesla shall make available to Buyer a customer billing statement ("Customer Billing Statement") for the System in a form determined by Tesla in its sole discretion. Each Customer Billing Statement will indicate the: (i) aggregate number of charge sessions recorded at the System; (ii) the amount of electricity consumed in each charge session; (iii) the duration of each charge session; (iv) the amount billed to the customer for each charge session; (v) the amount and type of Indirect Tax collected from the customer; (vi) any Indirect Tax remitted or to be remitted by Tesla to a Government Authority; and (vii) and the total amount, net of any and all applicable fees, that Tesla or a Billing Partner will remit to Buyer for the System for all the applicable charge sessions. For the avoidance of doubt, all chargebacks and refunds shall be listed in a Customer Billing Statement and shall be deducted from the amount that Tesla or a Billing Partner remits to Buyer pursuant to each such Customer Billing Statement. Notwithstanding anything to the contrary herein, nothing in these provisions shall, or shall be interpreted or construed to, induce or require Buyer or Tesla to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any Laws, regulations, rules or requirements that apply to Buyer or Tesla.

1.6. If Buyer objects to a Customer Billing Statement, Buyer shall provide notice of such objection within 20 days of the applicable Customer Billing Statement date. A Customer Billing Statement is deemed accepted if Buyer does not timely object in accordance with the foregoing. If Buyer accepts the Customer Billing Statement or fails to object within the time period specified in this Section 1.6, Tesla or a Billing Partner (as applicable) shall remit to Buyer the amount indicated in the Customer Billing Statement within 30 days after such acceptance or deemed acceptance.

Notwithstanding anything to the contrary herein, Tesla reserves the right, in its sole discretion, to set-off any undisputed amounts owed by Buyer that Buyer has failed to timely pay as provided in Section 8 of Exhibit A.

2. Agency.

2.1. Appointment of Agent. During the Term, Tesla is Buyer's agent for processing payments for charging sessions used by Customers ("Agency"). Tesla shall follow Buyer's instructions with respect to the Agency as provided in this Agreement. Tesla may perform one or more obligations with respect to the Agency by causing a third party ("Subagent") to render performance on Tesla's behalf. Tesla is responsible for all acts and omissions of each such Subagent in connection with such performance.

2.2. Modification of Charging Fees Prohibited. Buyer shall determine the fees to be charged to Customers in Buyer's sole discretion, as provided in Section 1.2. Tesla shall collect such from Customers. Tesla may not do any of the following:

- 2.2.1. Modify or waive any fees for charging sessions on the Superchargers at the Site.
- 2.2.2. Offer charging sessions on the Superchargers at the Site for any price other than the price set by Buyer.
- 2.2.3. Provide or offer any discount with respect to charging sessions on the Superchargers at the Site.
- 2.2.4. Provide any credit or reimbursement of any charging fees for charging sessions on the Superchargers at the Site other than to settle a good faith dispute with an individual Customer with respect to the payment of such fees.

2.3. Seller of Record. As between Buyer and Tesla, Buyer is the seller of record for the transactions with Customers that are contemplated under this Agreement, subject to Tesla's obligations within the scope of the Agency.

3. Driver Support Services.

3.1. During the Term, Tesla shall provide Customers access to end-user support (including phone support) from Tesla to troubleshoot System charging or Billing Services issues with charging as they relate to the System or Billing Services ("Driver Support Services"). For the avoidance of doubt, Driver Support Services shall not include support services arising from or otherwise pertaining to a Customer's vehicle, such as, erroneous vehicle firmware or damage requiring roadside assistance.

4. Charging Network and Roaming Services.

4.1. Tesla shall make reasonable efforts to make Buyer's Site and System available to third-party mobility service providers ("MSPs") (the "Roaming Services").

4.2. During the Term, Tesla shall have the right, in its sole discretion, to add or remove MSPs with such access to Buyer's Site and System.

4.3. Upon request by Tesla, Buyer shall make commercially reasonable efforts to negotiate any further agreements with MSPs (or other third-parties) that may be necessary for Tesla's provision of the Roaming Services.

5. Data and Reporting Services.

5.1. Tesla shall, on a regular basis, provide to Buyer certain charging information relating to the System, including device list, number of charging sessions, energy dispensed, and revenue received for each charging session, in each case in a manner consistent with Tesla's standard practices for same; provided that Buyer acknowledges that the information provided to Buyer pursuant to this Section 5.1 may be unaudited and unverified. In the event of a conflict between the information provided pursuant to this Section 5.1 and the Customer Billing Statement, the Customer Billing Statement shall control.

5.2. Tesla may, in its sole discretion, provide Buyer with certain data via API as defined in OCPI 2.1.1 (or higher versions) as Tesla supports. Modules include credentials, location, sessions, CDRs, tariffs.

5.3. In no event shall Tesla report data described in this Section 5 to any person on behalf of Buyer (including, but not limited to, a Governmental Authority or a third-party vendor).

Exhibit D

Insurance Coverage Requirements

1. Tesla's and Buyer's Insurance Requirements

1.1. Tesla's and Buyer's General Liability Insurance.

1.1.1. USD \$2,000,000 each occurrence or per claim, combined single limit for third party bodily injury or property damage.

1.1.2. USD \$2,000,000 general aggregate

1.2. Tesla's and Buyer's Worker's Compensation Insurance.

1.2.1. Worker's Compensation must be insured in accordance with local statutory requirements, where applicable.

2. Other Requirements for Tesla and Buyer Insurances.

2.1. **Waiver of Subrogation.** Where permitted by Law and customary in the local insurance market, all applicable insurance in this Exhibit D shall include waivers of subrogation.

2.2. **Evidence of Insurance.** Each Party shall provide certificate of insurance or equivalent evidencing the required coverages to the other Party upon reasonable request by the Party in the duration of this Agreement.

SUPERCHARGER SALE & PURCHASE AGREEMENT (US)

This Supercharger Sale & Purchase Agreement (this “Agreement”) is entered into as of [] (the “Effective Date”) by and between Tesla and Buyer (each as defined below, and, together the “Parties”). This Agreement comprises (i) the Key Terms set out below (the “Key Terms”), and (ii) all exhibits and schedules referenced in the “Attachments” section of the Key Terms.

Key Terms		
These Key Terms set out the scope of this Agreement and certain key terms.		
Parties:		
Tesla:	Tesla, Inc.	
Buyer:	[City of Alpharetta], a [Municipal Government Entity, Tax-Exempt] organized under the laws of [Georgia], whose registered office is at [2 Park Plaza, Alpharetta, GA 30009].	
System:		
System:	Tesla Supercharger electric vehicle charging station comprised of the below System Components.	
System Components:	Each System incorporates a cabinet and posts, system controllers, connectivity equipment, and/or any payment terminals, all as detailed in the System Specifications set forth in <u>Exhibit B</u> .	
	System Components:	Quantity:
	Tesla Connectivity Equipment (cable roll)	1
	Tesla V4 Supercharger Post	4
	Tesla V3.5 Supercharger Cabinet	1
	Tesla System Controller	1
Delivery:		
Incoterm (2020):	DDP (Incoterms 2020) (Delivery Point)	
Delivery Point:	2565 Old Milton Pkwy, Alpharetta, GA 30009	
Site:	2565 Old Milton Pkwy, Alpharetta, GA 30009	

Estimated Delivery Date:	October 1, 2025	
Sunset Date:	[Date 90 days after Estimated Delivery Date].	
Buyer Logistics Contact:	John Robinson jrobinson@alpharetta.ga.us Trent Lindgren tlindgren@alpharetta.ga.us	
<u>Commissioning Support:</u>		
Commissioning Support Fee:	USD \$1,500 per cabinet.	
False Callout LD's:	USD \$7,500 per visit.	
<u>Price and Payment:</u>		
Contract Price:	System Price	USD \$180,000.00
	Commissioning	Included
	Logistics	Included
	Total Contract Price	USD \$180,000.00
Invoice Schedule:	Tesla shall invoice as follows:	
	Invoice Timing:	% of Contract Price
	Upon delivery to the Delivery Point in accordance with the Incoterm®.	100%
Buyer Invoice Address:	pspayable@alpharetta.ga.us	
Payment Terms:	Net 30 days from the date of invoice.	
Buyer Credit Support:	N/A	
<u>Notices:</u>		
Tesla Notice Address:	Tesla, Inc. 1 Tesla Road, Austin, TX 78725, USA Attn: Legal, Commercial Charging Phone: 512.516.8177 Email: energynotices@tesla.com; fleetchargingsales@tesla.com	
Buyer Notice Address:	2 Park Plaza, Alpharetta, GA 30009 John Robinson jrobinson@alpharetta.ga.us Trent Lindgren tlindgren@alpharetta.ga.us	
<u>NDA:</u>		
NDA:	The Non-Disclosure Agreement dated [4/1/2025] between Tesla and Buyer.	

Attachments:

The Attachments below are incorporated by reference into this Agreement. Attachments that are not checked below may be omitted from this Agreement without affecting its validity. In the event of any conflict between these Key Terms and any Exhibit or Schedule, the order of precedence shall be (i) these Key Terms; and (ii) the Exhibits and Schedules, in order of appearance.

Exhibit A:	Standard Terms & Conditions	✓
Exhibit A-1:	Commissioning Support	✓
Exhibit A-2:	Force Majeure Events; Change Orders	✓
Exhibit B:	System Specifications	✓
Exhibit C:	Credit Support Concepts	☐

[Signature page follows.]

EXECUTED by the Parties on the Effective Date.

City of Alpharetta	TESLA, INC.
_____ (SIGNATURE)	_____ (SIGNATURE)
_____ (PRINT NAME)	_____ (PRINT NAME)
_____ (PRINT TITLE)	_____ (PRINT TITLE)

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to Form:

Jeff Strickland, City Attorney

Exhibit A
Standard Terms & Conditions

1. Purchase and Sale.

- (a) Buyer shall purchase the System and the Commissioning Support from Tesla, and Tesla shall sell and deliver the System and provide Commissioning Support to Buyer, in accordance with this Agreement.
- (b) The System shall comply with the System Specifications on the date the System is delivered.
- (c) Tesla is only responsible for supplying and providing the System Components identified in the description of the System in the Key Terms and the Commissioning Support.
- (d) The Tesla Manuals may be updated by Tesla from time to time and at any time. Such updates are provided via the Partner Portal or by notice from Tesla. Buyer shall subscribe to the Partner Portal to ensure receipt of such updates.
- (e) The term of this Agreement shall commence on the Effective Date and expire upon Tesla's completion of Commissioning Support set forth in Exhibit A-1.

2. Delivery Timing; Delays.

- (a) Tesla shall deliver the System to the Delivery Point in accordance with the Incoterm specified in the Key Terms in one or more shipments by the Sunset Date.
- (b) If the Incoterm and Delivery Point specified in the Key Terms is EXW, the common meaning of EXW (Incoterms 2020) is modified so that delivery is complete and all risk of loss or damage to the System (or part) transfers to Buyer when the System (or part) has been loaded onto Buyer's carrier by Tesla at the Delivery Point, as evidenced by issuance of a bill of lading or equivalent document by Buyer or its representative.
- (c) Tesla shall use commercially reasonable efforts to deliver the System on or prior to the Estimated Delivery Date identified in the Key Terms.
- (d) Tesla shall notify Buyer at least 10 days prior to the date when the first part of the System is ready for shipment from the applicable Gigafactory (the "Ready for Shipment Notice") along with a planned delivery schedule. Tesla shall notify Buyer at reasonable intervals thereafter of the actual delivery dates for other shipments of the System to the Delivery Point.
- (e) If Buyer fails to or refuses to accept delivery of the System (or any part thereof), such failure or refusal shall constitute a default under this Agreement to which no cure period applies and Tesla shall be entitled to recover all reasonable costs incurred by reason of default in accordance with Section 13(a) in addition to any other remedies Tesla may have at law or under this Agreement.
- (f) If Tesla fails to deliver the System to the Delivery Point on or prior to the Sunset Date, Buyer may cancel the delivery of the System and terminate this Agreement upon 10 days' written notice to Tesla; provided, Tesla may at any time prior to such notice deliver the System to the Delivery Point with no further liability to Tesla, and Buyer shall not have the right to terminate this Agreement. Any cancellation by Buyer under this Section (f) shall be without liability to Tesla and shall be Buyer's sole remedy for Tesla's delivery delay.
- (g) Buyer shall provide reasonable access to the System, Delivery Point and Site sufficient to enable

Tesla's performance of its obligations and exercise of rights under this Agreement. Buyer shall ensure that Tesla's foregoing performance is not interfered with by any third party (including, without limitation, the owner, lessor/sublessor or lessee/sublessee of the Site, if different from Buyer).

- (h) Buyer shall comply with all Laws, its Permits and policies pertaining to activities at the Site and Prudent Industry Practices applicable to Buyer's exercise of its rights and performance of its obligations under this Agreement. Tesla shall obtain all Permits with respect to the manufacture of the System that is required in the United States or delivery of the System to the Delivery Point that are required on a nationwide basis in the United States.
- (i) Tesla will comply with Buyer's reasonable on Site policies and procedures at the Delivery Point and Site to the extent applicable to Tesla's access to or performance of work at the Site. Tesla shall be entitled to a Change Order for any additional costs incurred or delays arising from Tesla's compliance with any Buyer policies or procedures other than those provided to Tesla prior to the Effective Date.

3. System Use and Maintenance.

- (a) Subject to the terms and conditions of this Agreement (including Section 6(b), Section 20, and Section 28), Buyer may:
 - (i) use, deploy, and operate the System as part of Buyer's Fleet charging operations. "Buyer's Fleet" means Buyer's owned or leased vehicles.
 - (ii) transfer title to the System to Affiliates who are not a Competitor or a Competitor Related Party. For the
 - (iii) avoidance of doubt, the Parties agree that except for a resale of the entire System under this Section 3(a)(ii), Buyer is not permitted to resell the System (or any part thereof) to any third party without Tesla's prior written consent, which consent may be granted or withheld in Tesla's sole discretion;
 - (iv) allow, use, or supply electricity through or using the System to Buyer's Fleet; and
 - (v) use, deploy, and operate the System for use by Buyer's customers or other members of the general public.
- (b) Buyer shall not transfer title to the System to any person, solely except as provided in Section 3(a)(ii), without the prior written consent of Tesla, which may be withheld, conditioned or delayed in Tesla's sole discretion. Any breach of this Section 3(b) shall be a material breach of this Agreement and Tesla shall have all rights, including, but not limited to, the right to injunctive relief or specific performance, to stop or rescind any transfer of title to the System to any person other than as provided in Section 3(a)(ii).
- (c) Buyer shall not suffer or permit a change in control in the Buyer entity that will result in the direct or indirect ownership of the System by a Competitor or a Competitor Related Party without Tesla's prior written consent, which consent may be granted or withheld in Tesla's sole discretion.
- (d) System maintenance shall only be performed in accordance with a Long-Term Services Agreement by and between Buyer and Tesla.

4. Inspection and Rejection.

- (a) Buyer may, within 5 Business Days after initial delivery to the Delivery Point, visually inspect the exterior packaging of each part comprising the System.
- (b) Buyer may, within 5 Business Days after initial delivery to the Delivery Point or Tesla's tender of corrected equipment pursuant to Section 4(c), reject a part of the System by a reasonably detailed notice to Tesla if Buyer reasonably believes that the part is damaged based on Buyer's inspection pursuant to Section 4(a).
- (c) Tesla shall correct the damage, if any, identified by Buyer pursuant to Section 4(b) and may correct such damage at the Delivery Point. Upon such correction, Tesla will provide the applicable part of the System to Buyer for inspection under Section 4(a).
- (d) Upon the expiration of such 5 Business Day notice period, Buyer shall have no right to reject the delivered part of the System. For the avoidance of doubt, any System not rejected in accordance with Section 4(b) shall be deemed accepted by Buyer.

5. Title; Risk of Loss.

- (a) Risk of loss of the System (or part thereof) passes to Buyer at the Delivery Point in accordance with the Incoterm specified in the Key Terms, as may be modified in this Agreement.
- (b) Title to the System shall transfer from Tesla to Buyer concurrently with the transfer of risk of loss. For clarity, if Buyer rejects the System in accordance with Section 4, title and risk of loss for the rejected System shall remain with Tesla until the affected portion of the System is delivered to Buyer in accordance with this Agreement (subject to Buyer's rejection right under Section 4).
- (c) Title to goods installed as part of Support Warranty remedial action shall transfer to Buyer upon installation in the System.
- (d) Effective upon Tesla's receipt of the Contract Price in full, or, for early termination, the relevant payment due, Tesla warrants that good title to all equipment purchased by Buyer pursuant to this Agreement shall have passed to Buyer free and clear of any and all liens.

6. Security Interest; Buyer Credit Support.

- (a) If title to the System transfers from Tesla to Buyer prior to Buyer's payment in full for the System, Tesla shall retain, and Buyer hereby grants, a first priority security interest in and to all of the right, title and interest of Buyer in, to and under the System, as well as any insurance proceeds covering the System, until Tesla is paid in full for the System. Buyer authorizes Tesla to file financing statements in this regard and will take such action as is requested by Tesla to perfect such interest.
- (b) Until the Contract Price has been paid in full, Tesla may also exercise its rights under applicable mechanics' and suppliers' lien laws or any common law liens such as a common carrier's lien and other similar liens arising by operation of law or statute.
- (c) Tesla will remove or discharge within 30 days after it has received full payment of the Contract Price any lien, claim of lien, stop notice, security interest or other, similar encumbrance filed by

Tesla or its subcontractors acting on Tesla's behalf under this Agreement.

- (d) If identified in the Key Terms, Buyer shall deliver Credit Support in accordance with Exhibit C during the Credit Support Term (as defined in Exhibit C).

7. Commissioning Support; Warranty.

- (a) Tesla shall provide the Commissioning Support in accordance with Exhibit A-1 and the Key Terms ("Commissioning Support").
- (b) Tesla shall perform the Commissioning Support in accordance with Prudent Industry Practices, Tesla Manuals, and this Agreement.
- (c) Tesla warrants for a period of 12 months after the Commissioning Support is performed (the "Support Warranty" and such period, the "Warranty Period") that the Commissioning Support shall be provided in a workmanlike manner and in accordance with the Prudent Industry Practices, Tesla Manuals, and this Agreement.
- (d) The Support Warranty does not extend to damage or failure caused by: (i) normal wear and tear; (ii) Force Majeure Events; or (iii) the performance of any activities on the System including (a) the effects of such activities, or (b) any acts or omissions (including any defect, damage or deterioration or failure caused by any such acts or omissions) of, in the case of (a) and (b), any person other than Tesla or a subcontractor acting on Tesla's behalf.
- (e) Upon written notice from Buyer prior to the expiration of the Warranty Period, Tesla shall repair or correct any defect in the Commissioning Support, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such defect, in a manner and at such times that reasonably minimizes interruption of the operation of the System. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a defect in the Commissioning Support.
- (f) EXCEPT AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE COMMISSIONING SUPPORT AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE. If Tesla's ability to perform Commissioning Support set forth in Exhibit A-1 is delayed due to a Buyer-Caused Delay, then, in addition to False Callout LDs if indicated in the Key Terms, (1) the term of the Support Warranty will be reduced on a day-for-day basis for each day of such delay, as evidenced by notice from Tesla to Buyer, and (2) Tesla shall be entitled to a Change Order for any additional costs incurred or delays arising from such Buyer-Caused Delay under this Agreement.

8. Price; Invoicing; Payment; Late Payments; Other Relief.

- (a) The price payable for any System and any Commissioning Support shall be the Contract Price set forth in the Key Terms.
- (b) Tesla shall invoice Buyer for the Contract Price in accordance with the Invoice Schedule as set forth in the Key Terms and otherwise when Tesla is entitled to payment pursuant to this Agreement. Tesla shall send invoices by electronic mail to the address of Buyer shown in the Key Terms of this Agreement.
- (c) Buyer shall pay invoices in accordance with the Payment Terms set forth in the Key Terms by wire

transfer or other electronic means approved by Tesla.

- (d) Buyer shall notify Tesla of any invoice dispute and provide substantiating documentation to Tesla within 30 days after receiving the disputed invoice. Absent such notice, Buyer shall be deemed to have approved such invoice.
- (e) Late payments and disputed amounts that are later determined to have been due and owing will accrue interest at the Interest Rate from the original due date until payment is made. Each Party shall reimburse the other Party for all reasonable costs incurred by the payee in collecting any late payments, including reasonable attorneys' fees.
- (f) In addition to the other compensation and relief contemplated by this Agreement, each Party may be entitled to relief under this Agreement for Force Majeure Events as defined and described in Exhibit A-2 and Tesla shall be entitled to Change Orders for relief as defined and described in said Exhibit A-2.

9. Taxes.

- (a) Direct Taxes. Each Party is solely responsible for all taxes imposed by a Government Authority directly on that Party and not transferrable to or reimbursable by another party ("Direct Taxes"). Direct Taxes include, but are not limited to, (i) franchise, income, and business and occupational taxes on its business activities, (ii) employer-related taxes with respect to its personnel (e.g., employee taxes, workers compensation, and unemployment insurance).
- (b) Indirect Taxes. Tesla shall invoice and collect from Buyer all applicable taxes imposed by a Governmental Authority on the provision of goods or services in this Agreement ("Indirect Taxes") unless Buyer provides and Tesla accepts at Tesla's sole discretion a lawful and timely exemption certificate, direct pay permit, or other abatement documentation. Indirect Taxes include, but are not limited to, sales, use, value-added, consumption, excise, environmental, or similar tax, fee, or charge imposed by a Governmental Authority related to the transaction. For clarity, Tesla is responsible for any import duties on equipment imported to the Site by Tesla in connection with performance of the obligations under this Agreement. Tesla shall remit any Indirect Taxes it collects from Buyer to the proper Government Authority. If any Indirect Taxes are later assessed by a Government Authority on this Agreement, Buyer shall promptly reimburse Tesla for such amounts including interest.
- (c) Withholding Taxes. If Buyer is required by Law to deduct or withhold any amount of Tax from a payment to Tesla, Buyer shall: (a) promptly remit such amount to the applicable taxing authority and provide Tesla with a receipt for such remittance and (b) increase the amount of its payment to Tesla by the amount necessary to ensure Tesla receives the full amount which it would have received if no deduction or withholding had been made.

10. No Set-off. Any claim for money due or to become due from a Party under this Agreement shall not be subject to deduction, recoupment, or set-off by such Party against any amount due or to become due to the other Party or its Affiliates, whether relating to a claim under this Agreement or any other transaction.

11. Warranty.

- (a) EXCEPT FOR THE SUPPORT WARRANTY AS SET OUT IN THIS AGREEMENT, TESLA DOES NOT MAKE ANY OTHER GUARANTEES, WARRANTIES, OR REPRESENTATIONS, OR AGREE TO ANY CONDITIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR USE, COURSE OF DEALING OR USAGE OF TRADE. ALL SUCH

GUARANTEES, WARRANTIES, REPRESENTATIONS AND CONDITIONS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

- (b) Buyer acknowledges that it shall be solely responsible for all costs associated with repairing or replacing any components of the System that require repair or replacement as a result of faulty installation by Buyer, including installation in a manner inconsistent with the Tesla Manuals. If Tesla incurs costs to remedy warranty claims caused by Buyer as described above, Buyer shall reimburse Tesla at Tesla's then-applicable pricing.
- 12. Tesla Manuals. Buyer shall comply with the Tesla Manuals located in the Tesla Partner Portal as amended from time to time in Tesla's sole discretion. When a new version of a Tesla Manual is added to the Tesla Partner Portal, it shall take precedence over the previous Tesla Manuals located in the Tesla Partner Portal unless otherwise stated.
- 13. Default, Suspension and Termination by Tesla.
 - (a) Tesla may suspend performance of any of its obligations under this Agreement, including its delivery obligations, if Buyer at any time is in default of any material Buyer obligation under this Agreement. All reasonable costs incurred by Tesla by reason of such suspension (such as costs to warehouse the System until an overdue payment is received) shall be (a) deemed caused by a Buyer-Caused Delay, and (b) a debt due and owing from Buyer to Tesla..
 - (b) In addition to any other remedies that may be provided under this Agreement, Tesla may suspend the delivery of any System or terminate this Agreement by written notice to Buyer if:
 - (i) Buyer fails to pay any undisputed amount when due under this Agreement and the failure is not cured within 10 days after Buyer's receipt of written notice thereof from Tesla;
 - (ii) Buyer has breached any material provision of this Agreement and the breach is not cured within 30 days after Buyer's receipt of written notice thereof from Tesla;
 - (iii) Buyer fails to post any Buyer Credit Support specified in the Key Terms, any Buyer Credit Support ceases to be in full force and effect or the party providing such Buyer Credit Support breaches the Buyer Credit Support, and in each case the failure is not cured within 3 Business Days after Buyer's receipt of written notice thereof from Tesla; and/or
 - (iv) Buyer or the party providing Buyer Credit Support becomes Insolvent.
 - (c) Upon any termination pursuant to this Section 13, Tesla shall have the right to pursue any and all remedies available to it at Law or in equity. Tesla shall use reasonable efforts to mitigate its damages in connection with any such termination.
- 14. Buyer Termination.
 - (a) Buyer may terminate this Agreement for the following default ("Default") effective on 10 days' prior notice to Tesla delivered when such Default is still pending:
 - (i) Tesla has breached any material provision of this Agreement and such breach, to the

extent curable, is not cured within 30 days after Tesla's receipt of written notice thereof;

- (ii) if an Insolvency Event occurs with respect to Tesla;
 - (iii) in the circumstances described in Section 2(f); and/or
 - (iv) Tesla is Insolvent
- (b) Upon any termination pursuant to this Section 14, Buyer shall have the right to pursue recovery from Tesla of such direct, non-duplicative damages and other remedies arising from the Tesla's breach of this Agreement and termination of this Agreement as may available under Law, subject to applicable provisions of this Agreement. Buyer shall use reasonable efforts to mitigate its damages in connection with any such termination.

15. Confidentiality; Publicity.

- (a) The NDA sets out the Parties' confidentiality obligations under this Agreement and is incorporated by reference into this Agreement, *mutatis mutandis*. The terms and conditions of the NDA will continue in force throughout the term of this Agreement and for 3 years following this Agreement's expiration or early termination. The terms and conditions of this Agreement and any information regarding the System shall be Tesla's Confidential Information for purposes of the NDA.
- (b) Neither Party shall advertise or issue any public announcement regarding the execution of this Agreement or its contents, nor use the other Party's mark, name, or logo in any marketing literature, web sites, articles, press releases (including interviews with representatives of media organizations of any form), or any other document or electronic communication without the prior written consent of the other Party. The foregoing shall not prohibit a Party from making any public disclosure or filing that it determines in good faith is required by Law or the rules of the stock exchange on which its shares, or the shares of its parent company, are listed.
- (c) Tesla may share de-identified or anonymous data with Buyer with respect to any information provided on a Customer Billing Statement or otherwise, which does not directly identify the data subject(s), such as individuals, vehicles, products, or entities. Buyer may not, and may not attempt to, identify any data subject.
- (d) Notwithstanding anything herein to the contrary, Tesla acknowledges that Buyer's disclosure of records is governed by Georgia's Open Records Act, and Tesla further acknowledges that if Tesla submits records containing trade secret information, and if Tesla wishes to keep such records confidential, Tesla must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

16. Intellectual Property Rights.

- (a) As between the Parties, Tesla shall remain the sole and exclusive owner of:
 - (i) Any and all patents, trademarks, copyrights, mask work rights, trade secrets and any other intellectual or proprietary rights (collectively, "Intellectual Property Rights") associated with the Commissioning Support, the Tesla Manuals, the System, any components or software installed in the System, or any parts or derivations thereof; and

- (ii) all data obtained via the remote monitoring of the System.
- (b) Tesla hereby grants to Buyer a revocable limited, non-exclusive, non-sublicensable (other than to Buyer's customers for the sole purpose of charging their vehicle and persons acting on Buyer's behalf in furtherance of Buyer's exercise of its license rights under this Section 16(b)), non-transferable (other than as permitted pursuant to Section 28 of this Agreement) license to use (a) the System for vehicle charging; (b) any software (i.e., firmware) embedded by Tesla in the System; and (c) the Tesla Manuals and similar documents provided by Tesla as part of the Services (all of the foregoing, collectively, the "Licensed Materials") to the extent necessary for the use, ownership, operation, and maintenance of the System; provided, that Buyer may use the software solely in the operation of the System. Except for the foregoing, no license or other right to Tesla's Licensed Materials or Intellectual Property is granted under this Agreement..
- (c) Except for the foregoing, no license or other right to Tesla's Licensed Materials or Intellectual Property is granted under this Agreement.
- (d) For the avoidance of doubt, Buyer is not granted any license to modify the Licensed Materials and shall bear all responsibility for its use of the Licensed Materials other than as permitted by Tesla's license granted under Section 16(b). The licenses granted by Tesla under this Section 16 only relate to the Licensed Materials as final forms of the same are provided by Tesla to Buyer.
- (e) The licenses provided in Section 16(b) will terminate upon termination of this Agreement as the result of Buyer's breach for failure to pay.
- (f) Buyer hereby grants to Tesla and its Affiliates, an irrevocable, limited, royalty-free, perpetual, world-wide, non-exclusive, non-sublicensable (other than to persons acting on Tesla's behalf in furtherance of Tesla's exercise of its license rights under this Section 16(f)), non-transferable (except as permitted pursuant to Section 28) license to use, copy, distribute, make derivative works from, make, import, export, and practice:
 - (i) all Buyer Provided Information in connection with Tesla's exercise of rights and performance of obligations pursuant to and in connection with this Agreement and other agreement executed between the Parties related to the System (the "Related Contracts"); and
 - (ii) any feedback, suggestions, enhancement requests or suggestions, ideas, inventions, information, processes, know-how, techniques, comments, or other feedback provided by Buyer relating to the Services and/or the System (collectively, "**Feedback**"), including the right to make, have made, sell, have sold, offer for sale, import, have imported and lease products and services that practice or embody the Feedback; and
 - (iii) notwithstanding the foregoing, Tesla's rights to data described in this Section 16(f) shall not apply to any data or portion thereof that includes PII provided to Tesla in violation of Section 16(g).
- (g) Buyer covenants and agrees that it shall not provide, transmit or otherwise give Tesla access to any personally identifiable information, as such term is defined under applicable Laws relating to the privacy or security of personal information (e.g., names, email or physical addresses, credit card numbers and expiration dates, and other information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household ("PII").
- (h) Notwithstanding anything to the contrary in the NDA, public disclosure by Tesla of the data and

information described in Section 16(a)(ii) is permitted if such data is disclosed such that none of Buyer, the System nor the long-term occupant of the Site could reasonably be identified from the publicly disclosed information.

- (i) Systems purchased will be white-labeled and Buyer may add such branding elements as Buyer may decide in its sole discretion; provided, that such branding elements shall: (a) not include Tesla's trademarks, service marks, trade dress, trade names, brand names, product names, logos, and symbols ("Tesla's Trademarks"); (b) not interfere with the functioning, operation, maintenance, or serviceability of the System; (c) be subject to Tesla's reasonable approval as to design, content and implementation; and (d) be made at Buyer's sole cost, which shall be in addition to the Contract Price.

17. Limitations of Liability.

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES INCURRED BY A FINANCING PARTY OR ANY OFFTAKER OR OTHER END CUSTOMER OF BUYER, EACH IN SUCH CAPACITY) ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED; PROVIDED THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIQUIDATED DAMAGES AMOUNTS EXPRESSLY PROVIDED HEREUNDER (WHICH THE PARTIES AGREE CONSTITUTE DIRECT DAMAGES).
- (b) NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL EXCEED THE LOWER OF THE CONTRACT PRICE IDENTIFIED IN THE KEY TERMS FOR THE SYSTEM THAT GAVE RISE TO THE LIABILITY OR ONE HUNDRED-THOUSAND DOLLARS (USD \$100,000).
- (c) BUYER SHALL NOT BE ENTITLED TO MAKE A CLAIM ARISING OUT OF THE SAME DEFECT, EVENT OR CIRCUMSTANCES UNDER BOTH THIS AGREEMENT AND THE LONG-TERM SERVICES AGREEMENT BY AND BETWEEN THE PARTIES.
- (d) THE LIMITATIONS OF LIABILITY SET OUT IN SECTION 17(b) SHALL NOT APPLY TO: (I) BUYER'S OBLIGATION TO MAKE PAYMENTS FOR THE SYSTEM UNDER THIS AGREEMENT; (II) DAMAGES ATTRIBUTABLE TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (III) ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (V) DAMAGES ATTRIBUTABLE TO A PARTY'S INTENTIONAL TORTS, UNLAWFUL CONDUCT OR GROSS NEGLIGENCE; OR (VI) ANY OTHER ACTS OR OMISSIONS FOR WHICH LIABILITY CANNOT BE DISCLAIMED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification.

- (a) General Indemnity. Each Party shall defend from any Claims and indemnify and hold harmless the other Party's Indemnified Parties from and against any Losses arising from Claims, in each case to the extent caused by:
 - (i) injury to or death of persons, or damage to or loss of property, to the extent caused by or arising from breach of this Agreement or the negligence or willful misconduct of the Indemnifying Party, its Affiliates and each of their agents, employees and subcontractors in connection with the System or the performance of this Agreement;

- (ii) any breach of any Law or Permits (to the extent the Indemnifying Party is required to comply with such Permits pursuant to this Agreement) by the Indemnifying Party or those for whom such Party is legally responsible in connection with the System or the performance of this Agreement, including (without limitation) Buyer's obligations to cause the System to be installed and operated in accordance with ADA requirements);
- (iii) employers' liability, workers' compensation, or damage of any kind filed by any personnel of the Indemnifying Party to the extent caused by or arising from breach of this Agreement or the negligent acts or omissions or acts of Willful Misconduct of the Indemnifying Party, its Affiliates and each of their agents, employees and subcontractors in connection with the System or the performance of this Agreement; and
- (iv) Taxes payable by the Indemnifying Party.

(b) Environmental Indemnity.

- (i) Tesla shall defend, from any Claims and indemnify and hold harmless Buyer's Indemnified Parties from and against any Losses arising from Claims in each case to the extent involving:
 - 1. any violations of any Tesla Permits or environmental Law by Tesla; and
 - 2. the release at, on, above, below or near the Site in connection with Tesla's performance of this Agreement, of any hazardous materials to the extent such violation or release relates to:
 - a. pre-existing hazardous materials or hazardous materials brought to the Site by Buyer or anyone for whom Buyer is legally responsible (other than Tesla or its subcontractors), in either case whose presence and location were previously made known to Tesla by Buyer and that were negligently released on the Site by Tesla or its subcontractor; and/or
 - b. hazardous materials brought to the Site by Tesla or its subcontractor that are released by Tesla or its subcontractors.
- (ii) Buyer shall defend from any Claims and indemnify and hold harmless Tesla's Indemnified Parties from and against any losses arising from Claims, in each case to the extent arising from:
 - 1. pre-existing environmental conditions, including pre-existing hazardous materials, on the Site other than those for which Tesla must indemnify Buyer pursuant to Section 18(b),
 - 2. any releases of hazardous materials other than those for which Tesla is responsible under this Agreement; and
 - 3. any violations of any Permits or environmental Laws by Buyer, its personnel, its predecessors in interest to the Site, or an end user of the System.

(c) Intellectual Property Indemnity.

(i) Tesla's Intellectual Property Indemnity.

1. Tesla shall defend from any Claims and indemnify and hold harmless Buyer's Indemnified Parties from and against any Losses arising from Claims of infringement or improper use of any Intellectual Property Right in each case to the extent arising out of:
 - a. Tesla's performance of the Services; and
 - b. the permitted use by and on behalf of Buyer of any license or right granted by Tesla under this Agreement.
2. Notwithstanding the foregoing, Section 18 shall apply where a Claim is subject to Tesla's indemnity and this Section 18(c)(i) and Buyer's indemnity in Section 18(c)(ii).

(ii) Buyer's Intellectual Property Indemnity.

1. Buyer shall defend from any Claims and indemnify and hold harmless Tesla's Indemnified Parties from and against any Losses arising from Claims in each case to the extent arising out of:
 - a. allegations of infringement or violation of any Intellectual Property Right involving a particular design, process or product of a particular manufacturer or manufacturers contained in, required or specified by Buyer in any Buyer-Provided Information;
 - b. any Buyer modification (directly or indirectly), use, or reuse of the Licensed Materials other than as permitted under Section 16(b);
 - c. use of the System in combination with any other products, materials or equipment in a manner alleged to infringe upon any Intellectual Property Right specified in a Claim under Section 18(c)(ii)(1)(a), and not expressly authorized in writing by Tesla in circumstances where the infringement or Loss would have been avoided by the use of the System not so combined;
 - d. any modifications or changes made to the System other than by Tesla or its Affiliates and their respective employees and subcontractors acting on Tesla's behalf in circumstances where the infringement or Loss would have been avoided without such modifications or changes; and/or
 - e. any Buyer breach of the licenses and other Intellectual Property Rights granted to Buyer by Tesla pursuant to this Agreement.

(b) Indemnification Procedures.

- (i) The Indemnified Party will give the Indemnifying Party prompt written notice of any Claim for which indemnification is sought under this Agreement. Failure to give prompt notice will not diminish the Indemnifying Party's obligations under this Agreement to the extent such failure does not materially prejudice the indemnifying Party's ability to defend the Claim.

- (ii) The Indemnified Party shall permit the Indemnifying Party to control the defense of the Claim, and the indemnified Party may participate in the defense at its own expense with legal representation of its choice. If the Claim is one that cannot by its nature be defended solely by the Indemnifying Party, then the Indemnified Party will make available information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense.
 - (iii) The Indemnifying Party may not, without the prior written consent of the Indemnified Party, consent to the entry of any judgment or settlement:
 - 1. that provides for injunctive or other non-monetary relief affecting the Indemnified Party (or its Affiliates and their respective representatives); and
 - 2. unless such judgment or settlement provides for an unconditional and full release of the Indemnified Party (and its Affiliates and their respective representatives) and does not diminish any rights of the Indemnified Party under this Agreement or result in additional fees or charges to the Indemnified Party.
 - (iv) If the Indemnifying Party fails to take reasonable steps to defend the Indemnified Party against a Claim in accordance with this Agreement within a reasonable time after receipt of a request for indemnification, the Indemnified Party may undertake the defense of such Claim without waiving its rights and remedies under this Agreement.
 - (c) Comparative Negligence. Notwithstanding anything to the contrary, in no event will a Party, as the Indemnifying Party, be obligated to indemnify, defend or hold harmless an Indemnified Party to the extent a Claim or Loss arises out of or is due to the negligence or willful misconduct of such Indemnified Party. If a Claim is subject to both a Buyer indemnity and a Tesla indemnity, each Party shall only be required to indemnify the other in proportion to such Party's responsibility for the act or circumstance giving rise to the Claim.
 - (d) Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of Buyer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of this Agreement requiring Buyer to indemnify Tesla is only valid to the extent allowed by Georgia law. Buyer shall be under no obligation to procure any additional insurance related to or as a result of this Agreement or in furtherance of any obligations hereunder.
19. Insurance. Each Party shall maintain commercial general liability of USD \$2,000,000 each occurrence or per claim and in the aggregate for third party bodily injury and property damage.
20. General Compliance with Laws; Approvals.
- (a) Compliance with Laws. Each Party shall comply with all Laws applicable to the performance of this Agreement, including Laws applicable to each Party's use, sale and/or export of the goods, the sale of electricity to end users, and/or Commissioning Support purchased under this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that Buyer shall be solely responsible for compliance with all applicable Law in relation to the accessibility of electric vehicle charging stations, including but not limited to those under the Americans with Disabilities Act ("ADA") or similar applicable Law, in connection with the purchase, installation, and use of the System, or any part thereof.

- (b) Unless expressly stated otherwise, where Buyer has a right of consent, approval, review, verification, or a similar right under this Agreement (each, an “Approval”), such Approval shall not be unreasonably withheld, conditioned, or delayed. In addition, where Tesla must obtain Buyer’s Approval, review, consent or other, similar outcome, the following shall apply unless a different approval process is specifically set forth in this Agreement:
 - (i) when Tesla believes that the conditions for Approval have been met or Buyer’s Approval is otherwise required by this Agreement, Tesla shall deliver to Buyer the information or other deliverable for which Approval is required; and
 - (ii) within 5 Business Days after Buyer’s receipt of such information or deliverable, Buyer shall either: (a) approve the same; or (b) if the work or matter is not in accordance with the requirements of this Agreement, disapprove (or expressly seeks modification of) the same and provide a detailed explanation of the reasons therefor. If Buyer fails to disapprove (or equivalent) within 5 Business Days after receipt of Tesla’s delivery of the affected information or deliverable for Buyer review, then Buyer will be deemed to have Approved the same.
- 21. Anti-Bribery Laws. Each Party shall comply with all national or international anti-bribery laws applicable to it, including without limitation the Foreign Corrupt Practices Act of 1977 (the “FCPA”) and shall, at all times during the Term, remain in compliance and maintain appropriate policies and procedures to ensure ongoing compliance with all such laws. As of the Effective Date, (a) neither Party has any employees who are foreign officials as defined under the FCPA, and (b) no foreign official as defined under the FCPA has any legal or beneficial interest in a Party (or, if a Party or its direct or indirect parent company is a publicly listed company, a more than 5% legal or beneficial interest in such Party). Each Party shall promptly notify the other Party in writing in the event any of the foregoing representations would be untrue if made by Buyer at any time during the Term. Each Party acknowledges that any violation of this Section 21 constitutes just cause for immediate termination of this Agreement by the other Party.
- 22. Economic Sanctions Laws; Export Control Laws. Buyer shall not: (a) directly or indirectly export, re-export or otherwise transfer the System or any part thereof, or (b) broker, finance or otherwise facilitate any transaction involving the System, in violation of any economic sanctions laws administered by the Office of Foreign Assets Control of the U.S. Treasury Department or any other Governmental Authority imposing economic sanctions and trade embargoes against designated countries, entities or persons. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release the System, any part thereof, or any software, documentation or related technical data included with or contained in the System, in violation of applicable export control Laws.
- 23. Governing Law; Dispute Resolution; Venue.
 - (a) Governing Law. This Agreement and all claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Texas, without regard to the conflicts of law principles that would result in the application of any other Law other than such Laws. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the foregoing, this Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Buyer as a municipality of Georgia and as a party to this Agreement.
 - (b) Dispute Resolution.
 - (i) Any dispute arising from or relating to this Agreement shall first be promptly referred to the Parties’ senior level management for resolution. If the Parties’ senior level

management are unable to resolve any such dispute within 20 days after referral, then either Party may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services (“JAMS”). The existence, content, and result of the arbitration shall be held in confidence by the Parties, their representatives, any other participants and the arbitrator.

- (ii) The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Austin, Texas.
 - (iii) The arbitration award shall be final and binding on the Parties and the Parties shall not have the right to appeal any such award. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party.
 - (iv) Each Party hereby excludes and waives irrevocably any rights or application or appeal to the courts of any country otherwise having jurisdiction to the fullest extent permitted by law in connection with any questions of law arising in the course of arbitration or arising out of any award made, except for actions to obtain a judgment recognizing or enforcing an arbitral award or actions to take (or request any judicial or other authority to order) any provisional measure prior to the commencement of or during the arbitration proceedings for the preservation of its rights and interests.
 - (v) If any dispute in arbitration under this Agreement is substantially the same or involves common issues of law or fact (which may include, but not by way of limitation, matters involving other agreements related to the System), either Party shall be entitled to require that any such dispute be consolidated with the relevant arbitration pursuant hereto, and the other Party shall permit, and reasonably co-operate with the other parties in, such consolidation.
 - (vi) Notwithstanding anything to the contrary contained in this Section 23(b), if, due to a material breach or threatened material breach or Default or threatened Default, a Party is suffering irreparable harm for which monetary damages are inadequate, or if a Party is seeking to enforce an arbitration award obtained pursuant to this Section 23(b), such Party may petition a court of competent jurisdiction for injunctive relief, specific performance or other equitable relief.
24. Cumulative Remedies. Except as set out in Section 25, all rights and remedies provided under this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
25. Certain Exclusive Remedies. The Parties understand and agree that Buyer’s sole recourse for Tesla’s failure to provide any Commissioning Support is reimbursement of the amount of the Contract Price allocated to that Commissioning Support in the relevant Key Terms.
26. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, representations and understandings, oral or written, between the Parties regarding the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severable from the remainder of this Agreement and the remainder of this Agreement or the

application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Law.

27. Amendment; Modification; Waiver. No amendment or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by either Party of any provision of this Agreement is effective unless set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement operates as a waiver thereof. No single or partial exercise of any right or remedy hereunder precludes any other or further exercise of that right or remedy or the exercise of any other right or remedy.
28. Assignment.
- (a) Subject to Section 28(b), neither Party may assign, novate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 28 is null and void.
 - (b) Buyer may assign, novate, or otherwise transfer all of its rights or obligations under this Agreement to:
 - (i) an Affiliate that is not a Competitor or a Competitor Related Party and who will own the System; or
 - (ii) a third-party to which the System is sold, assigned, novated or transferred that is not a Competitor or a Competitor Related Party;
 - (iii) provided in each case that:
 - (iv) Tesla is provided written notice as soon as reasonably possible (and in all events within 30 days) following such assignment; and
 - (v) if such assignment, novation or transfer takes place prior to the Price being paid in full, the assignee's creditworthiness is acceptable to Tesla in its reasonable discretion, such acceptance not to be unreasonably withheld, conditioned or delayed.
 - (c) Each Party may without the other Party's consent collaterally assign this Agreement as security to, or as part of any factoring arrangement with, any Financing Party but no assignment of this Agreement under this Section 28(c) will release the assignor from its obligations and liabilities under this Agreement. Except as otherwise provided in the direct agreement between Tesla and the Financing Parties relative to this Agreement, a permitted assignee under this Section 28(c) will be bound by the obligations of this Agreement upon a foreclosure or other, similar enforcement of a security interest and upon the other Party's request will deliver a written assumption of assignor's rights and obligations under this Agreement to the other Party.
 - (d) Promptly after Buyer makes an assignment set forth in Section 28(c), Buyer shall notify Tesla in writing of the name, address, telephone number and email address of the Financing Party to which Buyer's interest hereunder has been so assigned. Such notice shall include the names of the representatives of the Financing Party to whom all written, electronic and telephonic communications may be addressed. After giving Tesla such initial notice, Buyer shall promptly give Tesla notice of any change in the information provided in the initial notice or any revised notice.
 - (e) Any attempted assignment of this Agreement (or any part thereof) or any of the rights, duties and obligations under this Agreement other than in strict conformance with this Section 28 is null and

void and of no force or effect.

29. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency (except to the limited extent provided in the LTSA, as applicable), partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
30. No Third-Party Beneficiaries. Except for the Indemnified Parties as provided in Section 18, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create and rights on the part of, or obligations to, any other Person. Claims by non-Parties indemnified pursuant to this Agreement may only be brought by a Party to this Agreement.
31. Notices. All notices allowed or required under this Agreement shall be in writing, sent to the address for notices given for Tesla and Buyer in the Key Terms, or such other addresses as either Party may notify the other Party in writing from time to time, and shall be deemed given:
- (a) if sent by courier, on the date when left at the address of the recipient if such date is a Business Day or on the next Business Day if such date is not a Business Day; and
 - (b) if sent by email, upon receipt by the sender of an email confirming receipt (or other of evidence of receipt) of the notice by the recipient (in which case the email will be deemed received on the date it was received by the recipient if such date is a Business Day, or on the next Business Day if such date is not a Business Day). An automatic "read receipt" shall not constitute confirmation of receipt for purposes of this Section 31.
- Nothing in this Section 31 shall be construed to restrict the transmission of routine communications between representatives of Buyer and Tesla.
32. Expiry; Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration, including Sections 3, 7, 11, 15, 16, 18, 19, and 23; provided, that all warranties and licenses granted by Tesla to Buyer pursuant to this Agreement shall terminate on the effective date of the expiration or early termination of this Agreement.
33. Counterparts. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A .pdf of an original signature or electronically signed version transmitted to the other Party is effective as if the original was sent to the other Party.
34. Representations and Warranties.
- (a) General Representations and Warranties. Each Party represents and warrants to the other Party on the Effective Date that:
 - (i) it is a legal entity, duly organized and in good standing under the laws of its jurisdiction of incorporation or formation, as applicable;
 - (ii) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and
 - (iii) the execution, delivery, and performance of this Agreement: (i) is within its powers; (ii) has been duly authorized by all requisite action; and (iii) will not violate any agreement,

commitment, certificate or other document to which it is a party or by which any of its assets may be bound or affected.

- (b) Buyer's Representations and Warranties. Buyer represents and warrants on an ongoing basis that:
- (i) Buyer has or will have, when required for Tesla to exercise its rights and perform its obligations under this Agreement, title to or a leasehold or other valid property interest in the Site such that Buyer has the full right, power and authority to permit Tesla's and its subcontractors' performance of its obligations and exercise of rights under this Agreement and the Related Contracts. If, from and after when required by Tesla to exercise its rights and perform its obligations under this Agreement, Buyer does not own the Site or any improvement on which the System is to be installed, Buyer has obtained all required consents from the owner of the Site and/or improvement, as the case may be, to permit Tesla to perform its obligations under this Agreement and exercise of rights under this Agreement and the Related Contracts.
 - (ii) it is not Insolvent and is capable of paying all of its debts as they become due.

35. Defined Terms. Capitalized terms used in this Agreement without other definition shall have the meanings specified in this Section 34.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such first Person. For purposes of this definition, the term "control" (and correlative terms) means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a Person through ownership of voting securities or by contract.

"Business Day" means any day other than weekends and days when banks are not generally open for business in Austin, Texas and the Site.

"Buyer-Caused Delay" means a delay in Tesla's performance of its obligations to the extent due to Buyer's failure to perform any of its obligations, or Buyer's failure to provide any information or cooperation reasonably requested by Tesla.

"Buyer Indemnified Parties" means: (i) Buyer and the Financing Party; (ii) any Affiliate of a Person described in clause (i); and (iii) any director, officer, partner, member, manager, agent or employee of a Person described in clause (i) or (ii).

"Buyer-Provided Information" means any data, design, criteria or other documentation or information provided by Buyer to Tesla before or after the date of this Agreement.

"Change Order" means a written change order signed by Buyer and Tesla or otherwise issued pursuant to this Agreement.

"Claim" means any claim, action, suit, proceedings, demand, investigation, assessment or liability of whatsoever kind or character made or brought by any third-party (excluding a Financing Party of the Indemnified Party, in such capacity or any offtaker or other end customer of Buyer, in such capacity).

"Competitor" means a direct or indirect competitor of Tesla with respect to the manufacture, design, integration or supply of either battery energy storage equipment and systems or electric vehicles (including hybrid electric) charging equipment or systems or the provision of electric vehicle (including hybrid electric) charging services, for the purpose of generating revenue for one

or more of such Person's product, service or business units.

"Competitor Related Party" means, with respect to any Competitor, any other Person that is a controlling direct or indirect beneficial owner of such Competitor, or any other Person for whom such Competitor is a controlling direct or indirect beneficial owner. For the purposes of this definition, the term "control" means the right and power, directly or indirectly through one or more intermediaries, to direct or cause the direction of substantially all of the management and policies of a Person through ownership of voting securities or by contract.

"Direct Costs" means Tesla's actual and reasonably documented direct cost of performing one or more applicable acts (whether internal or external), plus 20% of the foregoing amount for overhead and profit.

"Governmental Authority" means any national, regional or local government, any political subdivision thereof, or any governmental, quasi-governmental, regulatory, judicial or administrative agency, authority, commission, board or similar entity having jurisdiction over the performance of this Agreement, the System or their operations, or the Site or otherwise over any Party.

"Include" and the words "includes", and "including" mean "include", "includes", or "including", in each case, "without limitation."

"Indemnified Parties" or "Indemnified Party" means one or more of the Buyer Indemnified Parties or one or more of the Tesla Indemnified Parties, as the context requires.

"Indemnifying Party" means the Buyer or Tesla, as the context requires.

"Insolvent" means, with respect to a Person, that:

- a. such Person consents to the appointment of or taking possession by, a receiver, trustee, custodian, assignee, liquidator, or similarly-authorized Person of itself or of a substantial part of its assets;
- b. such Person fails, or admits in writing its inability, to pay its debts generally as they become due;
- c. such Person makes a general assignment for the benefit of creditors under Law, or commences proceedings seeking its winding-up or liquidation;
- d. such Person files a petition or commences any case, proceeding or other action seeking to take advantage of any bankruptcy, conservatorship, receivership, insolvency law or similar laws, or adopts an arrangement with creditors, under any bankruptcy, insolvency, reorganization or similar laws;
- e. such Person consents or fails to object to any petition filed or proceeding commenced against it or with respect to all or substantially all of its property or any such petition or proceeding shall be filed or commenced which shall not have been dismissed within 60 days of its filing or commencement, or a court, agency or supervisory authority with jurisdiction shall have entered an order for relief or decree with respect to such petition or proceeding; or
- f. a substantial part of such Person's assets is subject to the appointment of a receiver, trustee, liquidator, or custodian by court order and such order shall remain in effect for

more than 60 days.

“Intellectual Property Rights” means all patents, trademarks, copyrights, mask work rights, trade secrets and any other intellectual or proprietary rights.

“Interest Rate” means an annual rate equal to the lesser of (a) the “prime rate” (as published in the Wall Street Journal) from time to time plus 1.5%; and (b) the highest rate permitted by Law.

“Law” means any applicable constitution, charter, act, statute, law, ordinance, code, regulation, order, by-law or other legislative or administrative action of any Governmental Authority (including environmental Law and any Tax), or a final decree, judgment or order of a court or tribunal.

“LTSA” means the Long Term Services Agreement dated on or about the date of this Agreement and entered into between the Parties.

“Losses” means losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable expert and legal fees.

“Partner Portal” means the secure online Tesla repository for Tesla energy product documents and information accessible to customers at the following link: <https://partners.tesla.com/home> or, if not accessible there, any future URL identified by Tesla by notice to Buyer.

“Permits” means all applicable permits, licenses, authorizations, consents, orders, waivers, franchises, registrations, variances, extensions, filings, notifications, certificates, exemptions and approvals and other authorizations obtained from or made with any Governmental Authority.

“Person” means any individual, limited liability partnership, limited liability company, partnership, corporation, association, joint stock company, business, trust, estate, joint venture, unincorporated organization, government or political subdivision thereof, governmental agency or other entity.

“Prudent Industry Practices” means those design, engineering, construction, workmanship, operation, care and diligence standards and codes of construction, workmanship, equipment and components specified in this Agreement; provided that if the relevant standard is not so specified or is ambiguous therein, then “Prudent Industry Practices” shall mean those standards of design, engineering, construction, workmanship, operation, care and diligence and those practices, methods and acts that would be implemented and normally practiced or followed by prudent nationally-recognized manufacturers of electric vehicle charging systems similar to the System, in connection with services similar to supplying the System and providing the Support, in the state (for Systems located in the United States) or country (for all other projects) in which the System is located and which practices, methods and acts, in the exercise of prudent and responsible (and professional, with respect to matters requiring professional services) judgment by those experienced in the industry in light of the facts known (or that reasonably should have been known) at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, good engineering design practices, reliability, safety, the System Specification, the manufacturer’s warranties, applicable vendor manuals, the requirements of an applicable independent system operator or regional transmission organization and Governmental Authorities, standards imposed by the connecting utility or its successor, and other mandatory codes and standards established for such work. Prudent Industry Practices are not necessarily limited to the optimum practice, method or act, but may be a spectrum of possible practices, methods or acts.

“Sunset Date” means 90 days after the Estimated Delivery Date.

“Tax” means any Direct Tax and Indirect Tax or any similar taxes or fees imposed by a Governmental Authority.

“Tax Documentation” means any documentation relating to Taxes required to be filed with any Governmental Authority, including any schedule or attachment thereto and any amendment thereof.

“Tesla Indemnified Parties” means: (i) Tesla, (ii) any Affiliate of Tesla; and (iii) any director, officer, partner, member, manager, agent or employee of a Person described in clause (i) or (ii).

“Tesla Manuals” means the versions of the following Tesla manuals as: (i) included as an Exhibit to this Agreement; or (ii) maintained and incorporated by reference to this Agreement:

1. Datasheet;
2. Design Guide;
3. Installation Guide;
4. Commissioning Checklist;
5. System Specification.

Exhibit A-1
Commissioning Support

This Exhibit only applies if the Key Terms indicate that Tesla is providing Commissioning Support.

1. Subject to Sections 2 and 3 of this Exhibit A-1, Tesla shall provide the following Commissioning Support:

Commissioning Support:
• Electrical and mechanical construction safety checks
• System start-up
• Confirm System communications (including installation and functioning of internet connectivity device(s))
• Confirming charging functionality on charge posts

The Commissioning Support listed above covers the System only and not the remainder of any power distribution facility of which the System forms a part. Tesla may perform this Commissioning Support remotely or at the location where the System is installed (the "System Installation Location"), in Tesla's discretion. Tesla may charge an additional fee if Buyer requests Tesla to perform Commissioning Support on a day that is not a Business Day, or outside normal business hours.

2. To obtain the Commissioning Support, Buyer shall notify Tesla when the System has been properly and completely installed in accordance with the Tesla Manuals ("Installation Completion"). As part of such notice, Buyer shall provide to Tesla for Tesla's review and approval the Supercharger Construction Checklist as available on the Tesla Partner Portal or provided by Tesla via email or upon request, promptly after the items in such checklists have been completed as evidence supporting Buyer's belief that it has achieved Installation Completion of the System (the "Installation Completion Notice").

3. Within 5 Business Days after Tesla's receipt of the Installation Completion Notice, Tesla shall either:

3.1 notify Buyer that Installation Completion has been achieved; or

3.2 notify Buyer that Tesla considers that Installation Completion has not been achieved and provide a detailed explanation or request additional documentation or information from Buyer.

4. If Tesla rejects an Installation Completion Notice delivered by Buyer, or requests additional information or documentation from Buyer in accordance with Section 3, Buyer shall correct the identified defects or deficiencies and/or perform such work as is necessary to achieve Installation Completion and/or provide such documentation or information reasonably requested by Tesla, and the foregoing notice procedure shall be repeated until Installation Completion has been achieved.

5. If Tesla fails to timely execute the Installation Completion Notice or provide the notice required by Section 3 above, Installation Completion shall be deemed to have occurred as of the date stated in the Installation Completion Notice.

6. If, after receiving that notice, Tesla attends the System Installation Location to perform the Commissioning Support but is unable to do so because Tesla is unable to access the Site or the System has not been properly and completely installed, then Buyer shall pay to Tesla the False Callout LDs identified in the Key Terms, as liquidated damages for the time, costs and expenses incurred by Tesla in connection with the visit. These liquidated damages have been agreed to by the Parties because the actual damages arising in these circumstances are difficult to predict. They represent a reasonable pre-estimate of the damages that Tesla would incur, and do not constitute a penalty. Payment of these liquidated damages shall be Tesla's exclusive remedy and Buyer's exclusive liability in the situation described above.

Exhibit A-2
Force Majeure Events; Change Orders

1 Force Majeure.

1.1 Force Majeure.

- 1.1.1 A Party shall be excused from performance and shall not be considered to be in breach with respect to any obligation other than any obligation hereunder to pay money due and owing, if and to the extent that such Party's failure of, or delay in, performance is due to a Force Majeure Event; provided:
 - 1.1.1.1 such Party notifies the other Party promptly (and in all events within 10 Business Days) after becoming aware of the Force Majeure Event and its estimated potential impact on its performance;
 - 1.1.1.2 where Tesla is entitled to costs pursuant to Section 1.3.3, Tesla shall exercise reasonable efforts to avoid or mitigate such costs; and
 - 1.1.1.3 the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event.
- 1.1.2 The Party claiming relief pursuant to Section 1.1.1 shall:
 - 1.1.2.1 be entitled to a reasonable extension of its time for performance of the affected obligations;
 - 1.1.2.2 shall use reasonable endeavors to overcome or mitigate the effects of such occurrence on its performance
 - 1.1.2.3 provide updates to the other Party on a biweekly basis during the continuation of such Force Majeure Event;
 - 1.1.2.4 if the Party seeking relief is Buyer and the relief claimed by Buyer exceeds 180 days, the delay in excess of such 180 days shall constitute a Buyer-Caused Delay;
 - 1.1.2.5 continue to perform its obligations to the extent performance is not prevented by the Force Majeure Event; and
 - 1.1.2.6 without modifying this Section 1.1.2, when the Party becomes able to resume performance of the affected obligations, such Party shall so notify the other Party and promptly resume performance.
- 1.1.3 Within 30 days after the cessation of the Force Majeure Event and its impacts on the claiming Party's performance, such Party shall submit a Change Order to the other Party detailing such reasonable adjustment as it believes is warranted due to such event (including reasonable supporting information) and the scope and nature of the relief to which the claiming Party is entitled pursuant to this Section 1.1.3. Such proposal shall be deemed accepted by the other Party if such other Party has not disputed such proposal in writing within 10 days after its receipt of the same.
- 1.1.4 If a Party is late in notifying the other of a Force Majeure Event, such Party shall not be entitled to relief under this Agreement for the period of time between the expiration of the specified notice period and the date on which notice of the circumstances for which such Party seeks relief is delivered to the other Party in accordance with this Agreement
- 1.1.5 If a Party is substantially prevented from fulfilling its material obligations under this Agreement as a result of a Force Majeure Event for more than 365 days in the aggregate pursuant to a claim for Force Majeure relief brought in accordance with this Agreement, then either Party may terminate this Agreement within 30 days after the expiration of the

365-day period referenced above, which termination shall be effective upon 10 days' notice.

1.1.6 Upon a termination of this Agreement by either Party pursuant to Section 1.1.5, Buyer shall pay Tesla an amount equal to the sum of:

1.1.6.1 all payments then due and owing for which Tesla has not yet been paid (including any unpaid portion of the Contract Price applicable to the portions of the System delivered by Tesla and to which Buyer has taken title); plus

1.1.6.2 to the extent not covered by Section 1.1.6.1, the Direct Costs incurred by Tesla in the performance of its obligations up to the date of such termination and for which Tesla has not previously been paid; plus

1.1.6.3 where Buyer is the terminating Party, Tesla's Direct Costs of demobilization and wind-down at the Site (such payment is without derogation to Tesla's right to be paid other amounts owing under this Agreement), *provided* that, if the amount of the Contract Price actually received by Tesla from Buyer prior to the termination date in respect of milestones that have not been achieved as of the termination date exceeds the sum total stated above (i.e., such total is a negative number), then Tesla shall refund the difference to Buyer within 30 days after receipt of a valid invoice from Buyer for such amount.

1.1.7 Subject to Tesla's receipt of the amounts described in Section 1.1.6, title to all materials manufactured by Tesla and delivered (or in transit) to Buyer at the effective date of the termination for which title has not already transferred to the Buyer in accordance with this Agreement shall pass to Buyer upon Tesla's receipt of the above-described amounts..

1.2 Unanticipated Changes.

1.2.1 If and to the extent that an Unanticipated Change increases Tesla's costs or delays Tesla's performance of its obligations under this Agreement, Tesla shall be entitled to a reasonable adjustment to the Contract Price and/or the time for its performance of obligations in accordance with this Section 1.2; provided that, Tesla shall only be entitled to schedule relief and shall not be entitled to an adjustment to the Contract Price for Force Majeure Events other than as set forth in Section 1.1.3.

1.2.2 Tesla shall notify Buyer of an Unanticipated Change for which Tesla seeks relief promptly (and in all events within 10 Business Days) after becoming aware of such event and its potential impact on its performance.

1.2.3 If Tesla is late in notifying the Buyer of an Unanticipated Change, Tesla shall not be entitled to relief under this Agreement for the period of time between the expiration of the specified notice period and the date on which notice of the circumstances for which Tesla seeks relief is delivered to Buyer in accordance with this Agreement.

1.2.4 After claiming relief due to an Unanticipated Change, Tesla has a continuing obligation to deliver to Buyer regular, updated reports and any additional, reasonable documentation and analysis supporting its claim regarding such change promptly after such information becomes available to Tesla.

1.2.5 Tesla shall make commercially reasonable efforts to mitigate the impacts of any such Unanticipated Change on its performance without derogation to Tesla's rights to specified overhead and profit defined as a Direct Cost.

1.2.6 Within 30 days after the cessation of the Unanticipated Change and its impacts on the

Tesla's performance, Tesla shall submit a Change Order to Buyer detailing such costs incurred and a reasonable adjustment as it believes is warranted due to such event (including reasonable supporting information) and the scope and nature of the relief to which Tesla is entitled pursuant to this Section 1.2. Such proposal shall be deemed accepted by Buyer if Buyer has not disputed such proposal in writing within 10 days after its receipt of the same.

1.3 Change Order Compensation.

1.3.1 For all Change Orders entitling Tesla to compensation, Buyer shall pay Tesla the amount agreed by the Parties in accordance with Section 1.2.5, or if no such amount is agreed, the undisputed amount sought by Tesla under such Change Order and payment of the disputed portion shall be resolved in accordance with Exhibit A, Section 23.

1.3.2 Tesla shall provide Buyer reasonable supporting information and documentation to support all costs incurred for which Tesla seeks recovery pursuant to a Change Order.

2. Definitions.

"Buyer-Caused Delay" means a delay in Tesla's performance of its obligations under this Agreement, to the extent due to Buyer's failure to perform any of its material obligations under this Agreement, or Buyer's failure to provide any necessary information or cooperation reasonably requested by Tesla.

"Change in Law" means an enactment, adoption, promulgation, modification (including a change in interpretation by a Governmental Authority) or repeal of any duty, tariff, law or permit applicable to obligations of Tesla under this Agreement which occurs after the Effective Date (other than publicly known proposals for changes in such applicable legal requirements that have been enacted, adopted, promulgated, modified, or repealed by the applicable Governmental Authority on or before the Effective Date.

"Differing Site Condition" means: (i) any condition at the Delivery Point or Site (including any concealed or latent subsurface conditions at the Delivery Point or Site or any subsurface structures, materials, properties or conditions having historical, cultural, archaeological, religious or similar significance); or (ii) a change in surface or subsurface conditions at the Delivery Point or Site following the Effective Date.

"Direct Costs" means Tesla's actual and reasonably documented direct cost of performing one or more applicable acts (whether internal or external), plus 20% of the foregoing amount for overhead and profit.

"Force Majeure Event" means any act or circumstance beyond the reasonable control and not attributable to the fault or negligence of either Party, including acts of God, epidemic, pandemic, flood, fire, earthquake, climatic conditions at the Site that are unusual for the time of year, explosion, action or inaction of a public authority (including delays caused by permitting authorities) for reasons other than a Party's fault, war, terrorist threats or acts or other civil unrest, piracy, lock-outs, strikes or other labor disputes (other than those limited to a Party's personnel), restraints or delays affecting carriers caused by a Force Majeure Event, and shall include the inability or delay in obtaining supplies of adequate or suitable materials to the extent caused by a Force Majeure Event.

"Unanticipated Change" means any change in Tesla's scope of work or service or event that causes a change in the cost or timing of its performance of its obligations including but not limited to: (i) any Differing Site Conditions; (ii) any Change in Law; (iii) any Buyer-Caused Delay; or (iv) any other event or circumstance for which a Change Order is allowed pursuant to this Agreement.

Exhibit B
System Specification

[See attached]

Exhibit C
Credit Support Terms

1. Beginning at the time indicated in the Key Terms, Buyer shall provide Tesla with either (a) Credit Support in the form and amount set forth in the Key Terms, or (b) any other Credit Support that is eligible to be substituted for such Credit Support pursuant to this Exhibit C in the amount specified in the Key Terms, in the case of (a) and (b) to be held by Tesla as security for Buyer's obligations until the Contract Price is paid in full ("Credit Support Term").
2. Without limiting Buyer's right to substitute Credit Support consistent with Section 1:
 - (a) during the Credit Support Term, Buyer may substitute one form of Credit Support for another form. If Tesla receives substitute Credit Support from Buyer, the Buyer Credit Support previously provided to Tesla shall be deemed terminated and shall no longer have any force or effect and Tesla shall not seek to enforce the terms of such Credit Support.
 - (b) Tesla shall return the substituted Credit Support to Buyer (i) for any Letter of Credit and/or Bond, within 5 Business Days of the delivery of such substitute Credit Support or (ii) for any other forms of Credit Support, as and when such return is contemplated (if at all) under the terms of the substituted Credit Support following such substitution.
 - (c) Notwithstanding the provisions of Sections 2(a) and (b), above:
 - (1) if (A) prior to Buyer's delivery to Tesla of substitute Credit Support, Tesla notifies Buyer of outstanding claims against Buyer for payment under the Agreement with respect to matters accruing prior to Buyer's delivery to Tesla of such substitute Credit Support (such claims, collectively, the "Existing Claims" and the amount specified in such claims, the "Existing Claims Amount"), and (B) Buyer's substitute Credit Support does not expressly cover the Existing Claims, Tesla shall be entitled to retain the prior Credit Support solely for purposes of providing credit support with respect to the Existing Claims (such Credit Support, "Retained Credit Support"); and
 - (2) with respect to Retained Credit Support in the form of a Letter of Credit and/or Bond:
 - (A) Buyer shall be entitled to replace such Retained Credit Support with a replacement Letter of Credit and/or Bond, as applicable, expressly covering the Existing Claims in an amount equal to the Existing Claims Amount and:
 - (B) consistent with Section 2(b), above, Tesla shall deliver the Retained Credit Support to Buyer within 5 Business Days after Tesla's receipt of such replacement Letter of Credit and/or Bond) and, if the Retained Credit Support is in the form of a Letter of Credit, Buyer shall be entitled to cancel such Letter of Credit upon delivery to Tesla of substitute Credit Support in accordance with Section 2(c)(2)(A); and
 - (C) replacement Credit Support delivered to Tesla by Buyer pursuant to Section 2(c)(2)(A) in the form of Letter of Credit and/or Bond shall be (1) deemed terminated and (2) returned by Tesla to Buyer, in the case of (1) and (2) within 5 Business Days following the final resolution and payment (if applicable) of the Existing Claims.
3. If, at any time during the Credit Support Term:

- (a) the Credit Support fails to meet the qualifications for Credit Support under this Agreement; or
- (b) the Credit Support Provider's financial condition experiences a material, adverse decline in creditworthiness indicating Credit Support Provider's inability to perform in accordance with the Credit Support provided by it, regardless of whether its Credit Rating has changed); or
- (c) the Credit Support Provider becomes Insolvent (as defined in the Agreement),

Buyer shall provide replacement, compliant Credit Support to Tesla within 3 Business Days after such occurrence, failing which the Buyer shall be in Default (without the need for notice from Tesla or any cure period).

4. Tesla will have the right to draw against Credit Support in connection with any amounts owed by Buyer under this Agreement without the need for any prior notice to Buyer upon:
 - (a) the occurrence of a Default by Buyer involving matters other than the provision or maintenance of Credit Support; or
 - (b) the breach by the Credit Support Provider of any of its obligations under this Agreement or the Credit Support.
5. If (a) Buyer fails to deliver and maintain the Buyer Credit Support as required by the Agreement or (b) the Credit Support Provider repudiates, cancels or breaches its obligation or commitment to pay or advance funds thereunder, in addition to any other remedies available to it under this Agreement, Tesla shall be excused from performing any obligations under the Agreement until such time as Buyer shall have delivered to Tesla Credit Support in a form acceptable to Tesla in Tesla's sole discretion and such period of time shall constitute a Buyer-Caused Delay.
6. If Buyer provides a Letter of Credit as Credit Support, Buyer will furnish extensions or replacements of such Letter of Credit at least 30 days prior to the expiration thereof from time to time through the expiration of the Credit Support Term.
7. Buyer shall bear all of its costs of providing and maintaining Credit Support.

Definitions:

Acceptable Credit Rating means a Credit Rating of at least BBB- from S&P Global Ratings ("**S&P**") or Fitch Ratings ("**Fitch**") or Baa3 from Moody Investor Service ("**Moody's**"); provided that if the Person has a Credit Rating from S&P or Fitch and Moody's, it must meet all of the preceding ratings requirements, as applicable.

Bond means a payment bond based on AIA form 312-2010 and issued by an Issuer or, if the bond is issued in another form, in a form acceptable to Tesla.

Credit Rating means, with respect to any person, the rating then assigned to such person's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P, Moody's or Fitch, as applicable.

Credit Support means (a) a Letter of Credit; (b) a Guaranty; (c) a Bond, (d) a Financing Certificate, or (e) another form of Credit Support acceptable to Tesla.

Credit Support Provider means (a) a Guarantor; (b) an Issuer; or (c) another provider of Credit Support acceptable to Tesla.

Financing means the provision by a Financing Party, directly or indirectly, of:

- (a) senior or subordinated construction, interim or long-term debt or equity financing or refinancing to Buyer for or in connection with the purchase of equipment for, or the development, construction, purchase, installation, or operation of, the System, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing), including any equity or tax investor directly or indirectly providing financing or refinancing for the System or purchasing equity ownership interests of Buyer,
- (b) interest rate protection agreements to hedge any of the foregoing obligations, or
- (c) participation in a sale leaseback or leveraged leasing structure with respect to the System.

Financing Certificate means a certification by Buyer evidencing that Buyer has secured Financing sufficient to pay the Contract Price in a form reasonably acceptable to Tesla.

Financing Party means any person or entity with an Acceptable Credit Rating (or otherwise approved by Tesla in writing in its sole discretion) providing Financing to Buyer for or in connection with the System and any trustee or agent acting on their behalf; provided, that if more than one Financing Party is involved in the Financing, at least one of such persons shall have an Acceptable Credit Rating and shall hold in aggregate at least 50% of the aggregate outstanding commitments under such Financing.

Guarantor means a person with an Acceptable Credit Rating and otherwise reasonably acceptable to Tesla.

Guaranty means a guaranty that is executed and delivered by a Guarantor and contains an obligation of such Guarantor to unconditionally guarantee Buyer's payment obligations on terms acceptable to Tesla.

Issuer means a U.S. financial institution or a U.S. branch of a foreign financial institution, with such financial institution for so long as such entity has a Credit Rating of at least A- from S&P or Fitch and A3 from Moody's and net assets of at least \$750,000,000 dollars; provided that:

- (a) if such entity has an S&P or Fitch credit rating and a Moody's credit rating, that entity must meet all of the preceding ratings requirements, as applicable, to remain an "Issuer;" and
- (b) With respect to Bonds, if a proposed Issuer of a Bond is not rated by such entities, such Issuer must be rated at least "A" (excellent or above) according to A.M. Best Company, Inc.'s Financing Strength Rating and "VIII" according to A.M. Best Company, Inc.'s Financial Size Rating.

Letter of Credit means one or more irrevocable, transferable standby letters of credit (a) issued by an Issuer in a form acceptable to Tesla, (b) that permits partial draws by Tesla, and (c) that has an expiry date no sooner than 12 calendar months after its issuance.

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor agrees that the employee-number category designated below is applicable to the Contractor.

X 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID: 1676681

Federal Work Authorization User Identification
Number

May 3, 2021

Date of Authorization

Tesla Energy Operations, Inc.

Name of Contractor

Tesla Superchargers

Name of Project

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

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

Executed on August, 19, 2025, in
Palo Alto (city), CA (state).

Matthew W. Rhode

Signature of Authorized Officer or Agent

MATTHEW W. RHODE

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____,
2025.

See Acknowledgment Attached

NOTARY PUBLIC

My commission expires:

[NOTARY SEAL]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

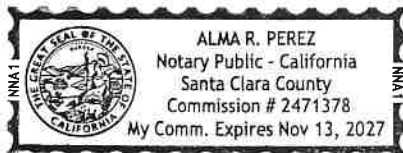
State of California

County of Santa Clara }

On August 19, 2025 before me, Alma R. Perez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Matthew Rhode
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contractor Affidavit and Agreement

Document Date: August 19, 2025 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____



September 3, 2025
City of Alpharetta Police Department
2565 Old Milton Parkway, Alpharetta, GA

Dear Mr. Trent Lindgren,

This quote is valid for up to 30 days at which time we will need to adjust with the most recent pricing and lead times. Infinite Technical Services will furnish the necessary labor and materials to perform the following:

Primary Scope:

- Provide and install materials (conduit, wire, concrete, etc.) from the new Tesla Supercharger cabinet DC connections that will be used as the GA Power demarcation point. (All chargers and related equipment provided by others)
- Labor to Install 1 Tesla Supercharger Cabinet and four (4) V4 charge posts DC connections on concrete pads (AC conduit and wire from Millbank power cabinet to Tesla Supercharger cabinet provided by GA Power for AC connections)
- Install two (2) Tesla Gen 3 level 2 charging stations (dual mounted on pedestal) behind the building (conduit and wire provided by GA Power) chargers and pedestal provided by the City of Alpharetta
- Install bollards in front of charge posts
- Seal and stripe including ADA compliant spacing on the pavement in front of charge posts (will require reworking existing stripping to get additional space needed for ADA)

Labor - \$33,750.00

Materials - \$22,500.00

Concrete for Supercharger cabinet, 4 V4 chargers and Level 2 Gen 3 pedestal pad - \$5,200.00

Sealcoat and striping for Level 3 chargers - \$2,800.00

Rental equipment - \$2,200.00 (skid-steer and mini-excavator usage)

Permits and drawings fees - \$3,800.00

Total including labor - \$70,250.00

Infinite Technical Services would like to assure you that this project will be completed with the utmost professional quality and workmanship. We take pride in offering a "turnkey" solution to almost any challenge. Should you require additional services don't hesitate to ask. We look forward to working with you both now and in the future. Should you have any questions or concerns, please feel free to reach out.

Thank you for this opportunity,

David Grisham

Infinite Technical Services

Director of Electrical Services

478-957-3960

david@infinite technical services.com

Form Name:	Sole Source/Single Source Justification Form
Browser:	Chrome 139.0.0.0 / Windows
IP Address:	32.140.232.250
Unique ID:	1377157797
Request ID:	#132
Submission Completed:	September 3, 2025 3:52 pm
Process Time:	0 day(s), 4 hour(s), 41 minute(s), 28 second(s)
Participant(s):	Stephanie Cochran, Abigail Shipp, Shawn Mitchell, Tom Harris, Molly Esswein
Location:	34.2371, -83.8861

Sole Source/Single Source Designation

Designation	Single Source Designation
Sole Source/Single Source Justification	The Police Department is asking to single source Tesla for the purchase of four (4) Tesla Level 3 DC fast chargers. Tesla remains the market leader in electric vehicles, holding 70.1% of the U.S. EV market share as of July 2022, according to Kelley Blue Book. While most EVs in the U.S. rely on the standard J1772 charging plug, Teslas utilize a proprietary connector supported by the industry-leading Tesla Supercharger network. With the City's purchase of four (4) Teslas in FY 2025, we propose installing Tesla Level 3 DC fast chargers at Police Headquarters. These stations would strengthen the City's EV infrastructure, directly support the growing adoption of electric vehicles, and advance local sustainability goals by reducing carbon emissions. Beyond environmental benefits, the project is designed to generate economic returns. By offering private usage fees, the City can offset capital investment costs while creating a long-term revenue stream. Strategically locating the chargers at Police Headquarters ensures both security and visibility, maximizing utilization, supporting the City's EV fleet, and attracting outside EV drivers. This increased activity can benefit nearby businesses, drive local economic growth, and ultimately provide taxpayers with both financial and environmental value.

Is this Good/Service Available from Multiple Sources?	No
--	----

Is this a Technology Purchase?	No
---------------------------------------	----

General Information

Date	09/03/2025
Originator's Name	Stephanie Cochran

Originator's Email	scochran@alpharetta.ga.us
Department	Finance
Department Director/Designee Name	Stephanie Cochran
Department Director/Designee Email	scochran@alpharetta.ga.us
Budget & Procurement Coordinator	Abby Shipp
Budget & Procurement Coordinator Email	ashipp@alpharetta.ga.us
Vendor Name	Tesla

Department Director Approval

Name	Stephanie Cochran
Date/Time	09/03/2025 11:11 AM
Department Director Approval	Approve

Budget & Procurement Coordinator Approval

Name	Abby Shipp
Date/Time	Sep 03, 2025 11:12 AM
Budget & Procurement Coordinator Approval	Approve

Budget & Procurement Manager Approval

Name	Shawn Mitchell
Date/Time	09/03/2025 11:15 AM
Budget & Procurement Manager Approval	Approve

Procurement Official Approval

Name	Thomas Harris
Date	09/03/2025 01:28 PM
Procurement Official Approval	Approve

City Attorney Approval

Name	Molly Esswein
Date/Time	09/03/2025 03:51 PM
City Attorney Approval	Approve

Form Name:	Sole Source/Single Source Justification Form
Browser:	Chrome 139.0.0.0 / Windows
IP Address:	32.140.232.250
Unique ID:	1377216709
Request ID:	#133
Submission Completed:	September 3, 2025 3:52 pm
Process Time:	0 day(s), 2 hour(s), 40 minute(s), 12 second(s)
Participant(s):	Stephanie Cochran, Abigail Shipp, Shawn Mitchell, Tom Harris, Molly Esswein
Location:	34.2371, -83.8861

Sole Source/Single Source Designation

Designation	Single Source Designation
Sole Source/Single Source Justification	Infinite Technical Services (ITS) is a preferred vendor for the installation of Tesla DC Chargers through both Georgia Power and Tesla. Currently, ITS has a Master Service Agreement with each company to perform work directly. They would be used to install the four (4) DC fast charger stations at the Police Headquarters parking lot.
Is this Good/Service Available from Multiple Sources?	No
Is this a Technology Purchase?	No
Additional Documentation	https://www.formstack.com/admin/download/file/18459702574

General Information

Date	09/03/2025
Originator's Name	Stephanie Cochran
Originator's Email	scochran@alpharetta.ga.us
Department	Police
Department Director/Designee Name	Stephanie Cochran
Department Director/Designee Email	scochran@alpharetta.ga.us
Budget & Procurement Coordinator	Abby Shipp
Budget & Procurement Coordinator Email	ashipp@alpharetta.ga.us
Vendor Name	Infinite Tech Services

Department Director Approval

Name	Stephanie Cochran
Date/Time	09/03/2025 01:13 PM
Department Director Approval	Approve

Budget & Procurement Coordinator Approval

Name	Abby Shipp
Date/Time	Sep 03, 2025 01:14 PM
Budget & Procurement Coordinator Approval	Approve

Budget & Procurement Manager Approval

Name	Shawn Mitchell
Date/Time	09/03/2025 01:20 PM
Budget & Procurement Manager Approval	Approve

Procurement Official Approval

Name	Thomas Harris
Date	09/03/2025 01:28 PM
Procurement Official Approval	Approve

City Attorney Approval

Name	Molly Esswein
Date/Time	09/03/2025 03:51 PM
City Attorney Approval	Approve

Cochran, Stephanie

From: david infinitetechnicalservices.com <david@infinitetechnicalservices.com>
Sent: Wednesday, September 3, 2025 1:01 PM
To: Cochran, Stephanie; Lindgren, Trent; michael infinitetechnicalservices.com
Subject: Re: City of Alpharetta Tesla chargers GA Power project

This message needs your attention

- This is their first mail to some recipients.

Mark as Safe

Report this Email

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I believe everything is on their internal systems both with GA Power & Tesla. I can ask Kevin Malone with GA Power and or Cash Rutherford with Tesla for a letter if needed since they are over this specific project. We (Infinite Technical Services) have a Master Service Agreement with both companies to do their work directly. I added Mike Hoover who is the owner of ITS who can help with MSA specifics with either company. Let us know how we can help as I know time is fast approaching for the council meeting.

Thank you,
Please feel free to contact me with any questions or concerns you may have. We look forward to serving you both now and in the future.

David Grisham
Director of Electrical Services
Infinite Technical Services
Infinite Wireless Services
1417 Parker Rd. SE
Conyers, GA 30094
478-957-3960 Cell
david@infinitetechnicalservices.com
david.g@infinitewirelesservices.com

From: Cochran, Stephanie <scochran@alpharetta.ga.us>
Sent: Wednesday, September 3, 2025 12:50 PM
To: david infinitetechnicalservices.com <david@infinitetechnicalservices.com>
Subject: RE: City of Alpharetta Tesla chargers GA Power project

David,

Good afternoon. I am working on writing the council agenda item for the chargers. Do you have anything stating that you are a preferred installer for GA Power and Tesla for the DC Chargers? It would be easier if I can get Infinite Tech Services designated as a single source.

Thank you,

STEPHANIE COCHRAN

Budget / Finance Coordinator



2565 Old Milton Parkway // Alpharetta, GA 30009



(678) 297-6346



(770) 417-0416



scochran@alpharetta.ga.us



alpharetta.ga.us



From: Lindgren, Trent <tlindgren@alpharetta.ga.us>

Sent: Wednesday, September 3, 2025 12:43 PM

To: Cochran, Stephanie <scochran@alpharetta.ga.us>

Subject: Fwd: City of Alpharetta Tesla chargers GA Power project

Here you go!

Begin forwarded message:

From: "david infinitetechnicalservices.com" <david@infinitetechnicalservices.com>

Date: September 3, 2025 at 12:33:46 PM EDT

To: "Lindgren, Trent" <tlindgren@alpharetta.ga.us>

Subject: Re: City of Alpharetta Tesla chargers GA Power project

Here is a revised date of today for the quote to work with the upcoming meeting.

Thank you,

Please feel free to contact me with any questions or concerns you may have. We look forward to serving you both now and in the future.

David Grisham
Director of Electrical Services
Infinite Technical Services
Infinite Wireless Services
1417 Parker Rd. SE
Conyers, GA 30094
478-957-3960 Cell
david@infinitetechnicalservices.com



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kurt Kirby

Meeting Date: September 8, 2025

AGENDA ITEM:

Purchase Approval: Vehicular Barricade for Fiscal Year 2026 City Festivals

Consideration of purchase approval for Meridian Rapid Defense Group, LLC to rent, install, and remove vehicular barricades for the City to use during the Fiscal Year 2026 Taste of Alpharetta, Wire & Wood, and Brew Moon events and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase for Meridian Rapid Defense Group, LLC to rent, install, and remove vehicular barricades at the Fiscal Year 2026 Taste of Alpharetta, Wire & Wood, and Brew Moon events and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: THE TOTAL PROJECT COST IS \$77,749.93.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Special Events Equipment Rental Taste of Alpharetta/10061900 522320 RSE05	\$22,679.93
Special Events Equipment Rental Wire & Wood/10061900 522320 RSE13	\$37,200.00
Special Events Equipment Rental Brew Moon Summer/10061900 522320 RSE19	\$8,800.00
Special Events Equipment Rental Brew Moon Fall/10061900 522320 RSE27	\$8,800.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Background:

After hostile vehicle incidents at large, public events increased following the 2016 Bastille Day attack in Nice, FR, Public Safety, Special Events, and Public Works teams sought a better hostile vehicle mitigation (HVM) system for Alpharetta's large street festivals. Prior to using Meridian Rapid Defense Group's patented Archer 1200 barricade system in 2020, Public Works rented concrete barricades for \$5,790 to protect the Milton Avenue entrance at Highway 9 during the Taste of Alpharetta. Requiring a complex installation process with heavy machinery, these concrete barricades were immovable for event modifications once placed. The design of Meridian's Archer 1200s support a pedestrian-friendly footprint, can be deployed and removed quickly in an emergency, and can easily cover non-linear perimeters from various high-speed vehicles for a fraction of the cost of the concrete barricades.

Following the January 1, 2025, vehicle attack in New Orleans when a hostile truck driver entered an event footprint using the sidewalk, Alpharetta Public Safety required that all HVM systems extend across neighboring flat areas to prevent similar attacks. Each event's footprint was re-examined during an onsite walkthrough with Special Events,

Alpharetta Public Safety, and the Meridian account manager to determine the narrowest distance possible for each blockade.

Vendor Selection:

Staff has received an approved single source form for the service of Meridian Rapid Defense Group's barricades for the Taste of Alpharetta, Wire & Wood, and Brew Moon festivals. If the Mayor and Council approve the request for services as presented, Meridian Rapid Defense Group, LLC will provide, install, and remove vehicle barricades at these four events in Fiscal Year 2026. There is not a contract associated with this approval, and if approved, a purchase order will be provided to the vendor.

ALTERNATIVES:

There is only one alternative:

1. Deny the approval of Meridian Rapid Defense Group, LLC barricades and the aforementioned events would be conducted without vehicular barricades.

ATTACHMENTS:

1. RQ# 6609 City of Alpharetta, GA - Multiple Events
2. Meridian Rapid Defense Group Single Source
3. Sole Source Letter 2024
4. Meridian E-Verify



Meridian Rapid Defense Group Rentals LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote
#QUO-R-6609
8/25/2025

Bill To
City of Alpharetta GA
1790 Hembree Road
Alpharetta GA 30009
United States

Ship To
City of Alpharetta GA
1790 Hembree Road
Alpharetta GA 30009
United States

Date	Expires	Shipping Method	Sales Rep
8/25/2025	11/23/2025		Brenton B Lee

Item		# of Units	# of Days	Rate	Amount
R1000-D	BREW MOON- Archer Barrier 1200 Daily	32	1	200.00	\$6,400.00
R2000-D	BREW MOON- Beam Gate Rental - Daily	2	1	1,200.00	\$2,400.00
R1000-D	WIRE & WOOD FEST - Archer Barrier 1200	68	2	200.00	\$27,200.00
R2000-D	WIRE & WOOD FEST -Beam Gate Rental	4	2	750.00	\$6,000.00
R3000-D	WIRE & WOOD FEST- Rapid Gate Rental	2	2	1,000.00	\$4,000.00
R1000-D	TASTE OF ALPHARETTA Archer Barrier 1200 Daily	91	1	169.23	\$15,399.93
R2000-D	TASTE OF ALPHARETTA Beam Gate Rental	4	1	1,496.25	\$5,985.00
R3000-D	TASTE OF ALPHARETTA Rapid Gate Rental	1	1	1,295.00	\$1,295.00
R1000-D	BREW MOON FEST Archer Barrier 1200 Daily	32	1	200.00	\$6,400.00
R2000-D	BREW MOON FEST -Beam Gate Rental - Daily	2	1	1,200.00	\$2,400.00

Subtotal	\$77,479.93
Tax (7.75%)	\$0.00
Total	\$77,479.93

Notes: 2026
Brew Moon
Wire & Wood
Taste of Alpharetta
Brew Moon





Meridian Rapid Defense Group Rentals LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote
#QUO-R-6609
8/25/2025

Payment Terms: Due to high demand, Meridian is requesting a 50% deposit to secure all rentals

Wire Transfer Instructions:

Meridian Rapid Defense Group Rentals LLC
Account Number: 575393296
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627



QUO-R-6609

Form Name:	Sole Source/Single Source Justification Form
Browser:	Chrome 127.0.0.0 / Windows
IP Address:	50.228.237.102
Unique ID:	1250401026
Request ID:	#119
Participant(s):	Morgan Rodgers, Shawn Mitchell, Tom Harris, Molly Esswein
Location:	34.111, -84.3025

Sole Source/Single Source Designation

Designation

Single Source Designation

Sole Source/Single Source Justification

The Recreation Services Division is requesting a Single Source designation for Meridian Rapid Defense Group to provide Archer 1200 vehicle barricades to ensure the public's safety during four of the City's large events: Taste of Alpharetta, Brew Moon (June), Brew Moon (September), and Wire & Wood.

Meridian Rapid Defense Group is uniquely suited for this work because it is the engineer and patent holder of the industry-leading vehicle safety mitigation technology for events and large gatherings. As the manufacturing company of the Qualified Anti-Terrorism Technology (QATT) certified Archer 1200 barriers, Meridian Rapid Defense Group has the inventory needed for these four events, as well as expert consultants and trained and certified staff to remain on site during the events to move the barricades as needed.

The Public Works team, led by Dennis Rowland and Harry Bentley, did extensive research on vehicular barricade companies, and concluded that the offerings from Meridian Rapid Defense Group are superior to other companies in terms of vehicle stopping distance, and thus best meet the needs of the City of Alpharetta.

Meridian Rapid Defense Group is the only vendor we could identify that offers a one-stop-shop for professional services related to event-site review, such as barrier placement recommendations, as well as inventory, delivery and staff to place and adjust barriers for the duration of the road closure in case issues arise.

Meridian is uniquely capable of successfully executing the city's vehicle safety mitigation plan for these four events. Meridian Rapid Defense Group will be able to meet the requirements of the Alpharetta Public Safety and Public Works teams to ensure the public's safety during our large events.

Additional Documentation

<https://www.formstack.com/admin/download/file/16702246795>

General Information

Date

07/31/2024

Originator's Name	Hilary Lew
Originator's Email	hlew@alpharetta.ga.us
Department	Recreation, Parks & Cultural Services
Department Director/Designee Name	Morgan Rodgers
Department Director/Designee Email	mrodgers@alpharetta.ga.us
Vendor Name	Meridian Rapid Defense Group

Department Director Approval

Name	Morgan Odgers
Date/Time	08/01/2024 09:52 AM
Department Director Approval	Approve

Budget & Procurement Manager Approval

Name	Shawn Mitchell
Date/Time	08/01/2024 10:48 AM
Budget & Procurement Manager Approval	Approve
Comments	Buy vs. Rent analysis conducted by staff. Payback period in excess of 10-years makes the purchase decision infeasible.

Procurement Official Approval

Name	Thomas Harris
Date	08/05/2024 10:50 AM
Procurement Official Approval	Approve

City Attorney Approval

Name	Molly Esswein
Date/Time	08/12/2024 11:21 AM
City Attorney Approval	Approve



July 30, 2024

Company: City of Alpharetta

Address: 1790 Hembree Road Alpharetta, GA 30009

Dear Customer,

This is a sole source letter to certify that the Archer 1200 Barrier, the Archer 1200 Trailer Barrier Kit, the Archer Beam Gate, the Archer Rapid Gate, and the Archer Rapid Gate Kit are MERIDIAN exclusive products that are manufactured, rented, and sold only by Meridian Rapid Defense Group LLC ("MERIDIAN"). MERIDIAN is also the only provider of the deployment services of the Archer products and there are no other affiliates who offer this solution. MERIDIAN is the sole manufacturer, supplier, and renter of these products.

The Archer 1200 is manufactured in the U.S. with 700 lbs. of American made steel and has been tested to MASH, ASTM, PAS 68, and IWA14. No other product on the market meets these standards except the Archer 1200 Barrier.

We are glad to make ourselves available to provide further technical information on materials and the proper use of the above listed items. MERIDIAN provides the in-field training of the equipment to ensure the safety and effectiveness of the Archer 1200 Barrier.

The following items detail the unique, and one of its kind, characteristics of the Archer 1200 Barrier:

- No other product on the market provides unanchored stopping power certified to US DOD and PAS 68 standards. Unbolted units stop a vehicle traveling 30 mph within 14 feet; no other product on the market meets this standard.
- No other product on the market is rated for armor-piercing NATO ammunition up to .50 cal. ballistic rounds.
- No other barrier on the market is designed as a non-electric and non-hydraulic unit.
- The Archer 1200 Barrier has easily deployable wheels that are self-contained on the barrier and effortlessly positioned. No other product on the market has this unique characteristic.
- No other product on the market can be installed as a complete barrier system with MERIDIAN's 4-foot and 10-foot Arrestor Cables.
- MERIDIAN's unique, one-of-a-kind barriers can be deployed at any desired length, as unit can be "daisy chained" together. This cannot be achieved with any other product on the market.
- MERIDIAN's unique products are transported and positioned using a specially designed Drop Deck Trailer.
- A remaining unique feature of the Archer 1200 Barrier is that the unit allows for the installation of directional or informational signage.

Please feel free to contact me with any specific questions or additional requests for information.

Many thanks,

A handwritten signature in black ink that reads 'J. Eric Alms'.

Eric Alms

President

Cell: (626) 755-6493 or (213) 400-9811

éalms@meridian-barrier.com



Meridian Rapid Defense Group Rentals LLC
177 E. Colorado Blvd
Suite 200
Pasadena CA 91105
United States

Quote
#QUO-R-5521
7/26/2024

Bill To
City of Alpharetta GA
1790 Hembree Road
Alpharetta GA 30009
United States

Ship To
City of Alpharetta GA
1790 Hembree Road
Alpharetta GA 30009
United States

Date	Expires	Shipping Method	Sales Rep
7/26/2024	10/24/2024		Brenton B Lee

Item		# of Units	# of Days	Rate	Amount
R1000-D	BREW MOON FEST - 27 Archer Barrier 1200 Daily Rental	27	1	200.00	\$5,400.00
R1000-D	WIRE & WOOD FEST- 64 Archer Barrier 1200 Daily Rental	64	2	200.00	\$25,600.00
R1000-D	TASTE OF ALPHARETTA -66 Archer Barrier 1200 Daily Rental	66	1	200.00	\$13,200.00
R1000-D	BREW MOON FEST -27 Archer Barrier 1200 Daily Rental	27	1	200.00	\$5,400.00

Subtotal	\$49,600.00
Tax (7.75%)	\$0.00
Total	\$49,600.00

Notes: 2025
Brew Moon
Wire & Wood
Taste of Alpharetta
Brew Moon

Wire Transfer Instructions:
Meridian Rapid Defense Group Rentals LLC
Account Number: 575393296
Bank Name: Chase Bank, N.A.
Wire Routing : 021000021
ACH Routing : 322271627

Check Remittance:
530 New Los Angeles Ave #115-345
Moorpark, CA 93021





July 30, 2024

Company: City of Alpharetta

Address: 1790 Hembree Road Alpharetta, GA 30009

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Please feel free to contact me with any specific questions or additional requests for information.

Many thanks,

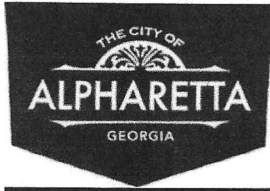
A handwritten signature in black ink that reads 'J. Eric Alms'.

Eric Alms

President

Cell: (626) 755-6493 or (213) 400-9811

ealms@meridian-barrier.com



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1329037
Federal Work Authorization (E-Verify) User Identification Number

8/3/18
Date of Authorization

Meridian Rapid Defense Group, LLC
Name of Contractor

City of Alpharetta
Name of Project

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

Executed on September 11, 2023 in Comanillo (city), CA (state).

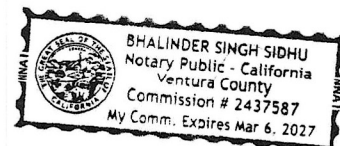
Yusef Qare'
Signature of Authorized Officer or Agent

Leslie Qare'
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn Before Me On This The 11th Day of SEPT, 2023

B. 12
Notary Public

My Commission Expires: 03/06/2027





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Lauren Shapiro

Meeting Date: September 8, 2025

AGENDA ITEM:

Resolution: Georgia Environmental Protection Division Recycling and Waste Diversion Grant

Consideration of adoption of a resolution supporting an application for the Georgia Environmental Protection Division Recycling and Waste Diversion Grant and authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a resolution supporting an application for the Georgia Environmental Protection Division Recycling and Waste Diversion Grant and authorization 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>
-----------------------------	----------------------

ITEM DESCRIPTION:

City Council adopted the City Agricultural Plan on December 12, 2022. Within that plan, there are six key themes that the community identified as a priority area of the plan. One of the themes is to reduce food waste via composting and last summer, the Community Agriculture & Sustainability Services Division launched a decentralized organic waste management program.

The Georgia Environmental Protection Division has a Recycling and Waste Diversion Grant that would be well suited for the City to apply for funding to support the Community Composting Initiative.

In partnership with the Recreation, Parks, and Cultural Services Department and the City's grant management firm, Witt O'Briens, staff is preparing an application for this grant in the amount of \$2,151,269. There is not a funding match requirement, however, staff plans to identify \$88,500 in match in-kind costs, based on staff time and volunteer hours for this project. The application is due on September 30, 2025.

ALTERNATIVES:

Do not adopt the resolution and forego the opportunity to apply for this grant.

ATTACHMENTS:

1. Resolution Recycling Grant Georgia EPD
2. City Agriculture Plan



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA SUPPORTING AN APPLICATION FOR THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION RECYCLING AND WASTE DIVERSION GRANT

WHEREAS, the Mayor and City Council adopted Resolution 2162 on December 12, 2022, which adopted the City Agricultural Plan and serves as a roadmap for working towards creating a vibrant and sustainable community food system over the next five to ten years; and

WHEREAS, the City of Alpharetta recognizes the importance of promoting sustainable agricultural practices and intentional ways to ensure that food waste is used regeneratively; and

WHEREAS, as part of the community conversations prior to creating the City Agriculture Plan, reducing food waste via composting was one of the six key themes that the community identified as a priority area of the plan; and

WHEREAS, the City Agricultural Plan further recognizes and encourages that residents shall engage in sustainable stewardship, which is defined as “responsibly stewarding resources and the environment by enabling a circular cycle where food and other plans and grown using regenerative practices that contribute to healthy soil, food is distributed and preserved with little waste, and food waste and organic materials are composted and added to soil to begin the cycle anew”; and

WHEREAS, the City of Alpharetta, through its Community Agriculture & Sustainability Services Division, launched a decentralized organic waste management program in the Summer of 2024; and

WHEREAS, the City’s Community Composting Initiative is an integral part of the City Agricultural Plan; and

WHEREAS, the Mayor and City Council supports the City of Alpharetta’s Recycling and Waste Diversion Grant application to the Georgia Environmental Protection Division to expand the City’s Community Composting and Waste Education program.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- The City Council hereby expresses its full support for the expansion of the Community Composting and Waste Education program; and
- The City Council further expresses its support of a Recycling and Waste Diversion Grant Application for this purpose.

SO RESOLVED this 25th 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.

ALPHARETTA CITY AGRICULTURE PLAN



ACKNOWLEDGEMENTS

SPECIAL THANKS TO:

The Mayor and City Council of Alpharetta

The Steering Committee:

Julie Carter, Manager, Alpharetta Farmers Market

Stella Chen, Agriculture Club President, Alpharetta High School

Kathi Cook, Director of Community and Economic Development, City of Alpharetta

Emily Dillard, Community Agriculture Coordinator, City of Alpharetta

Rossy Finol-Bishop, Wholesale Account Executive, Alpine Bakery & Trattoria

James Graeme, Old Rucker Farm Advisory Board

Amanda Musilli, Community Services Manager of Marketing, Special Events & Community Agriculture, City of Alpharetta

Morgan Rodgers, Director of Recreation, Parks & Cultural Services, City of Alpharetta

Sydney Rookes, Vice President, North Fulton Future Farmers of America

Jeremy Scott, Recreation Commissioner, City of Alpharetta

Michael Woodman, Planning and Development Services Manager, City of Alpharetta

FOOD WELL ALLIANCE PROJECT TEAM:

Sarah Brown, Policy and Planning Manager

Eirin Murphy, Policy and Planning Coordinator

Kate Conner, Executive Director

ARC PROJECT TEAM:

Bonnie Lapwood, Project Manager

Keri Stevens, Planning Administrator

Samyukth Shenbaga, Project Advisor

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Unless otherwise specified, all photos are provided by the project team or courtesy of City of Alpharetta.

PREPARED FOR:



PREPARED BY:





Community Engagement Partner

MISSION

Food Well Alliance provides resources and support to local growers to connect and build healthier communities.

VISION

Food Well Alliance's vision is an equitable, local food ecosystem in which everyone can participate and benefit.

WHY CITY AGRICULTURE PLANNING?

Food Well Alliance believes that farms and gardens strengthen the heart of our cities and that they must be prioritized as cities continue to grow and develop. Successful City Agriculture Plans are possible when cities and communities are equally engaged in the process and urban growers have a seat at the planning table. When municipal leaders and diverse community leaders plan together for inclusive policies and projects, urban growers can provide greater access to locally grown food across the city, leading to healthier people, environments, and communities.

The creation of Food Well Alliance was made possible through funding from the founding benefactor, the James M. Cox Foundation.



Atlanta Regional Commission

Planning Partner

MISSION

The Atlanta Regional Commission advances the national and international standing of the region by leveraging the uniqueness of its evolving communities, anticipating and responding to current realities, and leading a data-driven planning process that provides a high quality of life, balancing social, economic, and environmental needs of all our communities.

VISION

The Atlanta Regional Commission employs shared foresight, expert staff, the ability to convene diverse communities and its reputation as a regional and national leader in order to support local governments, enhancing the lives of all our citizens by providing world-class infrastructure, building a competitive economy, and shaping a regional ecosystem comprised of healthy and livable communities.

WHY CITY AGRICULTURE PLANNING?

In its role as the regional planning agency, ARC develops and updates the Atlanta Region's Plan, a long-range blueprint that details investments needed to ensure metro Atlanta's future success and improve the region's quality of life. As a part of this long-range plan, ARC develops a Regional Resource Plan to protect and manage metro Atlanta's natural and cultural resources. City Agriculture Planning aligns with two adopted policies outlined in the Regional Resource Plan. Creating and protecting space for urban farms, gardens, and orchards fulfills the plan's objectives to preserve passive greenspaces as well as preserving areas for local food production activities.



INTRODUCTION

INTRODUCTION

The City Agriculture Plan program was launched in 2018 to address major findings of Atlanta's Local Food Baseline Report developed by Food Well Alliance (FWA)¹. This comprehensive review of the metro Atlanta regional food system revealed a need for growers and community members to have more meaningful participation in the development and implementation of policies and programs affecting local food and agriculture.

FWA and the Atlanta Regional Commission (ARC) partnered in 2019 to develop the region's first City Agriculture Plan for the City of East Point, Georgia. When the East Point City Agriculture Plan was finalized in 2021, FWA and ARC began the process of selecting a second city to continue the initiative. After considering applications from cities across FWA's five-county service area and holding Community Food Forums in the finalist cities of Alpharetta and Decatur, ARC and FWA selected the City of Alpharetta to develop the region's second City Agriculture Plan.

What is a City Agriculture Plan?

A City Agriculture Plan provides a roadmap for a community to achieve its vision of creating a vibrant and sustainable local food system over the next five to ten years. A local food system refers to the place-based relationships between producers, processors, distributors, consumers, and post-consumer waste disposal of food. In contrast to conventional food systems, a strong local food system makes these ties visible and integrates them to enhance the environmental, economic, social, and nutritional health of a community and its residents.^{2,3}

Urban agriculture is an integral part of the community food system and goes beyond food production in urban areas. Urban agriculture is the production, distribution, and marketing of food, pollinator plants,

flowers, and related products within metropolitan areas and their edges. Within cities, urban agriculture encompasses community and school gardens, green roofs and backyard gardens, and other methods that maximize food production in limited space. At metropolitan edges, urban agriculture encompasses smaller-scale farms that typically supply farmers markets, community supported agriculture (CSA) programs, and family farms. Overall, urban agriculture is a complex activity that affects food security, community development, environmental sustainability, and land use.⁴

The City Agriculture Plan is developed using a consensus-based and community-led process that brings together growers, residents, and City officials to identify community priorities. The plan outlines strategies for achieving these priorities including initial steps and recommended partners for implementation. A City Agriculture Plan is not meant to be a stand-alone document, but is meant to identify ways in which local food and agriculture can be integrated into City plans and programs.

How can Alpharetta benefit from a City Agriculture Plan?

Over the past several decades, Alpharetta has transformed from a rural farming community to a large and flourishing city that has become a destination for technology companies. The population has risen from 3,000 residents in 1980 to over 65,000 residents today, and still more people commute into Alpharetta daily.⁵ This population and employment growth has spurred both residential and commercial development, meaning that much formerly agricultural land has been developed and is no longer used to produce food. This plan lays out a vision for Alpharetta where local food production is intentionally incorporated into the City's growth and development.

1. Food Well Alliance. "Atlanta's Local Food Baseline Report." (2017).

2. Growing Food Connections. "Community Food Systems Planning." (2017).

3. Samina Raja, Branden Born, and Jessica Kozlowski Russel. "A Planners Guide to Community and Regional Food Planning: Transforming Food Environments, Facilitating Healthy Eating." American Planning Association Planning Advisory Service (2008).

4. Kimberley Hodgson, Marcia Caton Campbell, and Martin Bailkey. "Urban Agriculture: Growing Healthy, Sustainable Places." American Planning Association Planning Advisory Service (2007).

5. US Census Bureau, Decennial Census.

INTRODUCTION

Alpharetta residents are passionate about growing and seeking out local food. They are interested in finding ways to contribute to a sustainable food cycle, where food is distributed equitably and responsibly and food waste is used regeneratively. This document draws upon community priorities and feedback from diverse stakeholders to lay out guidelines for integrating local food and agriculture into Alpharetta’s policies, programs, and development. The Alpharetta City Agriculture Plan intersects with other City plans and documents to be a framework for actions that will strengthen the local food system in the City of Alpharetta and its communities.

The following vision statement was developed collaboratively by the steering committee in April 2022 to guide their efforts throughout the planning process. It is a reflection of the core values and focus areas of the City Agriculture Plan’s development.



PROCESS

The Alpharetta City Agriculture Plan was created through a three-phase process:

- 1. Community Engagement Phase
- 2. Planning Phase
- 3. Implementation Phase

FWA led the community engagement phase, consisting of six community conversations held across Alpharetta, as well as surveys sent to multiple stakeholder groups. ARC led the planning phase, which involved five steering committee meetings held monthly to gain insight from members into issues raised during the community conversations. Steering committee members included representatives from Alpharetta’s City staff, local business owners, students, and residents.

Feedback and learnings from the first two phases have culminated in this document, which will be presented to the City of Alpharetta’s Recreation Commission, Planning Commission, and City Council for approval and adoption. This City Agriculture Plan will then provide guidance to the City during the final implementation phase.





COMMUNITY ENGAGEMENT

Community input, supplemented by stakeholder insights and research into regional best practices, provides the basis for the recommendations contained within this document. The first phase of the City Agriculture Plan process consisted of a Community Food Forum to engage the community and introduce the plan concept, six community conversations facilitated by members of Alpharetta's local food and agriculture community, and targeted surveys sent to stakeholder groups. The primary goals for this engagement were to create accessible opportunities

for diverse residents to contribute their thoughts on Alpharetta's local food system, and to summarize existing food assets and food-related programs within the City. The planning phase, the second phase of the process, consisted of monthly meetings with the steering committee, where they engaged with and built upon community feedback to propose ways to strengthen Alpharetta's food system. A full summary of the community engagement phase with detailed survey results can be found in the Appendix.



COMMUNITY ENGAGEMENT

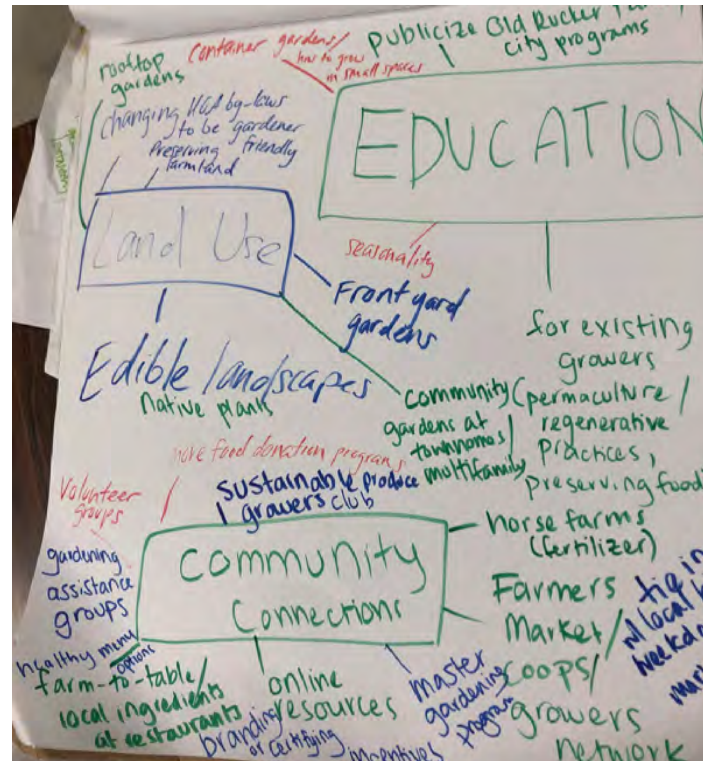
Community Food Forum

FWA hosted a Community Food Forum in the City of Alpharetta on December 4, 2021 to provide information about the City Agriculture Plan process and to elicit input on the local food and agriculture system in Alpharetta. The Food Forum was held at Old Rucker Farm, with 92 residents of Alpharetta and the surrounding areas in attendance. This event included speakers from FWA and ARC, as well as Alpharetta City staff, followed by a Q&A portion where attendees reflected on how a City Agriculture Plan could benefit Alpharetta. Attendees were enthusiastic about the opportunities that a City Agriculture Plan could bring to the City.

Community Conversations

FWA conducted six focus group-style Community Conversations during March and April of 2022, which were facilitated by local food leaders and consisted of informal dialogue centered around key questions about local food and agriculture in Alpharetta. The Community Conversations were spread geographically across Alpharetta and offered on weekend mornings and weekday evenings in accessible, public locations for equitable access. FWA and the City of Alpharetta promoted the events through social media, online newsletters, and news articles featured in the Atlanta Journal Constitution and by Appen Media.

Each Community Conversation averaged 15 attendees, with the best attended being the kickoff at Old Rucker Farm with 38 participants. Six key themes emerged during these meetings: education, increasing access to locally grown food, community connectivity and empowerment, homeowners association (HOA) regulations, sustainability and greenspaces, and reducing food waste via composting. These key themes informed steering committee discussion topics and brainstorming sessions and ultimately guided the priority areas identified in this plan.



COMMUNITY ENGAGEMENT

Stakeholder Surveys

Online surveys targeted towards specific stakeholder groups were sent out electronically via email distribution lists during March and April of 2022. These surveys were meant to capture specific viewpoints outside of the resident-based Community Conversations that would be valuable in the planning process. A total of 110 responses were received, with the vast majority of respondents being residents of the City.

Eight key stakeholder groups – residents, city officials, educators and parents, growers, food businesses, faith-based organizations, homeowners association leaders, and Farmers Market participants – were identified collaboratively by FWA, ARC, and City of Alpharetta Community Agriculture Program staff. Distribution lists were compiled through a combination of established City of Alpharetta mailing lists and research into local institutions and organizations. The survey for residents was more widely distributed through a combination of social media posts on the Old Rucker Farm channels and via physical QR code fliers posted in strategic locations across Alpharetta including Recreation, Parks, and Cultural Services facilities and local restaurants.

Residents received a broad survey on Alpharetta's local food system, while specific stakeholder groups each received a 10-15 question survey that was tailored to their role within the food system. All surveys included three key questions as a baseline:

- » What does local food mean for you in Alpharetta?
- » What is Alpharetta doing right in terms of local food?
- » What could Alpharetta do better in terms of local food?

Survey feedback was provided to steering committee members for further discussion and insight, which has shaped the recommendations contained in this plan.

Key takeaways from the collective survey data are summarized at right.

- » The majority of respondents (22.5%) wrote that local food meant food grown in Alpharetta, while an additional 17% felt that it described food grown in Georgia.



- » About a third (31%) of respondents identified the Farmers Market as a local food asset, with 22% identifying Old Rucker Farm in this capacity.



- » Many survey responses (23%) pointed out that additional community gardens, especially on Alpharetta's East side, would be a step in the right directions for local food, while others pointed to more gardening education (18%) and expanding the Farmers Market to be more frequent and/or include more vendors and locations (15%).



COMMUNITY ASSET MAPPING

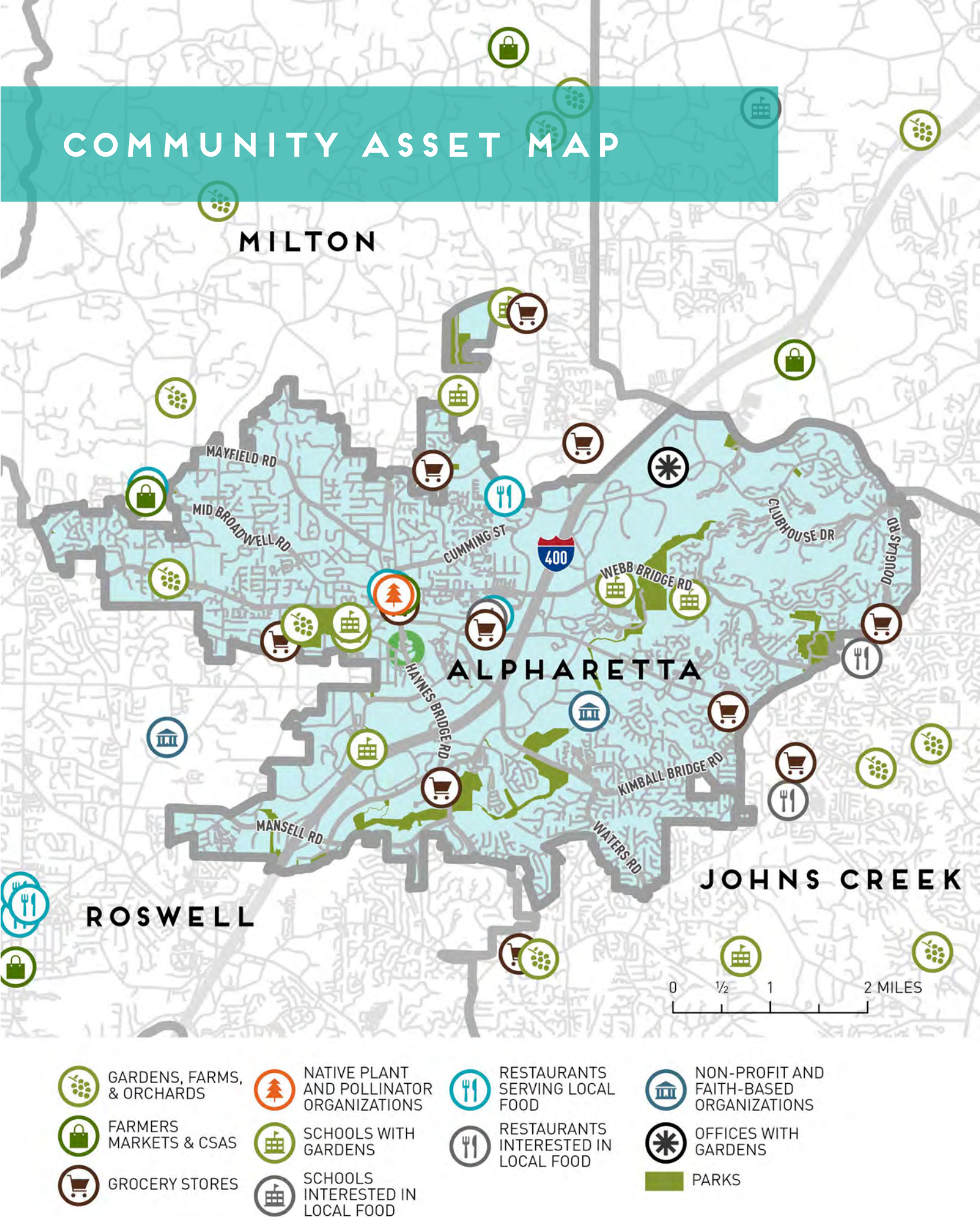
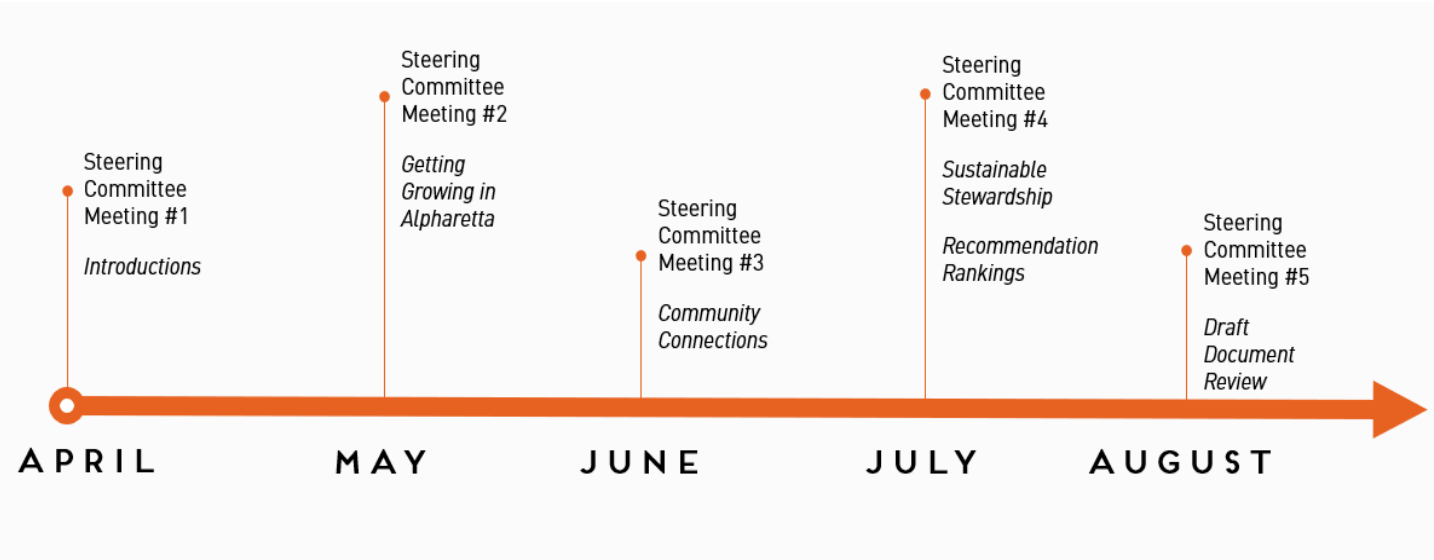
Community food and agriculture assets are places, organizations, or institutions involved in growing, preparing, sharing, distributing, or educating about food.⁶ Through research, in-depth discussion with City staff and other stakeholders, and GIS analysis, an extensive list was compiled of Alpharetta’s assets across seven categories: gardens, farms, and orchards; direct marketing outlets (CSAs and farmers markets); grocery stores; native plant and pollinator organizations; schools with gardens or an interest in being involved with local food; restaurants who currently serve local food or were interested in doing so; and non-profit and faith-based organizations.

Through this process, over 50 community assets were identified in Alpharetta and nearby cities, including farms like Springwood Cashmere Farm and Moss Hill Farm; several schools which house school gardens; community garden spaces at Old Rucker Farm, Wills Park, and the Atley; farmers markets in Alpharetta, Roswell, Milton, and Duluth; and a number of local restaurants and grocery stores. The map on the following page shows a sampling of these assets by category. A full list is provided in the Appendix.

6. Vancouver Coastal Health. “Food Asset Maps.” 2020.

STEERING COMMITTEE

A steering committee was convened to review the key themes and details that emerged during the community engagement phase and generate innovative ideas that would respond to challenges faced by residents in accessing and growing food. The steering committee consisted of City staff, residents, students, and business owners, all of whom met monthly at City Hall for meetings facilitated by ARC. Many steering committee members also participated in Community Conversations and heard firsthand from residents concerning the needs and opportunities surrounding local food and agriculture in Alpharetta. City staff from the Recreation, Parks, and Cultural Services, Community Development, and Economic Development departments contributed their expertise to discussions about feasible action items that could be outlined in the plan.





PLAN STRUCTURE

PLAN STRUCTURE

Six key themes emerged from the community engagement phase:

- » Education
- » Increasing Access to Locally Grown Food
- » Community Connectivity and Empowerment
- » Homeowners Association (HOA) Regulations
- » Sustainability and Green Spaces
- » Compost and Reducing Food Waste

These key themes were the basis for discussion at the three steering committee meetings held between May and July of 2022. The first of these meetings was dedicated to discussing barriers to accessing local food, including obstacles to growing food at home and the role of HOA bylaws in determining where food could be grown on single family residential properties. The steering committee covered community connectivity and education at the following meeting, listing existing and potential community partners across sectors, including educational programs and partnerships. Finally, the third meeting was focused

on sustainable practices and included conversations about food waste and composting. As these meetings produced recommendations, the initial key themes were distilled into the following priority areas:

- » Priority A: Supporting Local Growers
- » Priority B: Cultivating a Sense of Place
- » Priority C: Sustainable Stewardship
- » Priority D: City Initiatives and Partnerships

These categories are not mutually exclusive, and many recommendations address multiple priority areas. Each recommendation includes a projected time frame for implementation. Ongoing strategies are those which are already underway or that should be pursued continuously once initiated. Short-term items are actionable within the next year following plan adoption. Medium-term recommendations can be pursued within a two-year time frame. Recommendations considered long-term could be implemented over the next five years.





PRIORITY A: SUPPORTING LOCAL GROWERS

SUPPORTING LOCAL GROWERS

Alpharetta residents who attended the Community Conversations and responded to the survey during the community engagement phase were enthusiastic about growing their own food. Participants described growing radishes, okra, sorrel, cucumbers, and even bitter melon to discourage deer, among many other fruits, vegetables, and herbs. Of the 72 residents who responded to the general survey, well over half grew their own food at home, while a quarter of respondents demonstrated their interest in growing food if they had better access to gardening resources and education. Residents also described informal groups of growers that had developed through friend groups and social media, allowing them to share excess produce or help out in older neighbors' gardens.

The recommendations in this priority area build on existing strengths among Alpharetta's local growers, such as informal associations or word-of-mouth produce sales, while also addressing some of the obstacles to growing that residents described during community engagement. The local growers referenced in this section range from apartment residents wishing to grow herbs on a windowsill to farmers growing multiple crops on several acres, with recommendations ranging in scale from providing

basic educational programming on home growing to protecting farmland for future generations.

Supporting local growers means that more fresh produce will be close at hand, serving the goal of increasing fresh food access for all Alpharetta residents. A key theme throughout the community engagement and planning processes was the importance of prioritizing food security and access for the entire community. A food secure community exists when "all community residents obtain a safe, personally acceptable, nutritious diet through a sustainable food system that maximizes healthy choices, community self-reliance, and equal access for everyone." While Alpharetta has a median household income of \$119,568 and is largely perceived as a prosperous community, the 5% of Alpharettans who live below the poverty line and others who find themselves in need of food assistance must be considered when planning for the community food system. Pursuing the recommendations in this priority area also works towards decreasing barriers faced by food insecure individuals and families in accessing local food.

6. Anne Bellows and Michael Hamm. "Community Food Security and Nutrition Educators." Viewpoint (2003).



ONGOING STRATEGIES

RECOMMENDATION A-1:
Facilitate the Creation of a Home Growers' Cooperative

One of the most frequently cited community needs throughout both phases of the community engagement process was a centralized online space for local growers to connect with resources available in Alpharetta and to each other. 58% of general residents who were surveyed said they grow their own food at home, with over 50% of those respondents expressing interest in participating in a home growers' cooperative. This cooperative network could be a resource for offering assistance in preparing beds, trading plant starts, exchanging harvests, and advertising garden-related events and programs throughout the city. Creating an online space that is centralized, accessible, welcoming, and easy to use will hopefully help new gardeners feel empowered with the knowledge and support to grow their own food.

In addition to a digital space for exchanging resources and information, a physical space for the growers co-op could be established at the Alpharetta Farmers Market. The City could cover booth fees for the season, and co-op members could sell their excess harvest throughout the season. Many home growers cited that they do not know what to do with their excess produce, and would love the opportunity to share with neighbors. By establishing a booth at the farmers market, it would provide an additional outlet for fresh produce at the farmers market, allow growers to have an alternative stream of income, and contribute to a sense of place and community.

[Keep Growing Detroit](#) is one example of what a successful growers co-op could look like, as it provides an all-encompassing network of resources for gardeners in Detroit. The organization offers information, workshops, and internship opportunities related to all things food and agriculture, including how to build garden and farm infrastructure and guides on establishing a community garden. Their Garden Resource Program participants receive seeds, transplants, technical assistance from Keep Growing Detroit staff, and are connected to

the thriving network of gardeners and farmers throughout Detroit. They also offer the "Grown in Detroit" program, which is open to all members of the Garden Resource Program. All members are committed to growing without the use of chemicals, pesticides, fertilizers, or GMO seeds, and with that commitment any member is eligible to sell their produce through their online farm store/CSA, at the farmers market, or wholesale directly to restaurants, commercial re-sale, or redistribution, all through the Keep Growing Detroit platform.



Radishes grown by a Keep Growing Detroit member, branded with the "Grown in Detroit" logo. Image sourced from the Future City Detroit website.

RECOMMENDATION A-1:
Facilitate the Creation of a Home Growers' Cooperative

TIMEFRAME:

Ongoing

ADDRESSES:

- » **Supporting Local Growers**
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services; Community Agriculture Program

SUPPORT:

Alpharetta Farmers Market; Eatzos

STARTING STEPS:

- » Collect relevant resources for gardening assistance, growing in Alpharetta, building beds, etc.
- » Build out relevant social media platform accounts and website space.
- » Invite Alpharetta community members to join the network and participate.
- » Explore options for sponsoring the booth fee for co-op sellers at the Farmers Market.

RESOURCES:

1. [Keep Growing Detroit](#)

RECOMMENDATION A-2:
Expand Farmers Market Partnership and Offer Doubled SNAP/EBT

The [Downtown Alpharetta Farmers Market](#) is a seasonal event that takes place weekly on Saturdays between April and November. The Farmers Market is hosted by the Alpharetta Business Association and includes around 140 vendors. However, many residents who participated in the Community Conversations for this plan noted that there are few vendors who sell fresh produce, with many selling items like soaps, candles, and jewelry. Currently, none of the fresh produce sold at the Farmers Market is grown in Alpharetta. One resident noted: “There are too many vendors that don’t sell grocery type foods. It’s not a great place to shop for weekly food and I’d prefer the rule to be local producers only.” The Farmers Market has taken some steps to balance the variety of products on offer, restricting new applications from baked goods, honey, jewelry, candle, soap, coffee, sauce, and spice vendors. Should the City of Alpharetta recruit a commercial kitchen and business incubator space (Recommendation E-6), this facility should be advertised to Farmers Market vendors through a partnership with the Alpharetta Business Association as an option for vendors to prepare their products locally.

To further encourage the sale of fresh fruits and vegetables at the Farmers Market, the City should consider wholly or partially subsidizing the \$50 application fee and/or \$40 weekly booth fee for vendors of locally grown produce as small business



Vendors at the Alpharetta Farmers Market. Photo sourced from the Atlanta Journal Constitution website.

support, provided that the vendor is located within Alpharetta City limits. An arrangement could also be negotiated with the Alpharetta Business Association to provide reduced fees for these vendors. In tandem with facilitating a cooperative network for Alpharetta home growers, the City should assess the provision of a standing, funded Farmers Market booth for sale of co-op produce (Recommendation A-1). A standing City-sponsored booth could also be provided to restaurant and prepared food startups.

To facilitate increased access to fresh foods for families receiving federal nutrition benefits, the City should encourage the Alpharetta Farmers Market to enroll in a program that doubles SNAP/EBT dollars. [Wholesome Wave Georgia](#) is a non-profit organization dedicated to increasing access to fresh, healthy, local food for all Georgians. Through the Georgia Fresh for Less program, Wholesome Wave Georgia matches SNAP/EBT dollars spent on fresh produce at farmers markets. This program would be an effective way to increase the availability of fresh, healthy food to low-income families, while also making it clear that these families are welcome at the Alpharetta Farmers Market.

In Canton, Georgia, the local [Farmers Market](#) is managed by the City’s downtown development manager. The market is held weekly on Saturdays in a downtown park. The Canton Farmers Market limits vendors to produce and prepared food, intentionally opting to focus on the market as a means to access a variety of local foods. The market provides free stalls for farmers, and charges only \$10 weekly for prepared and value-added food vendors. The Canton Farmers Market does not have a program for doubling SNAP/EBT benefits. Further west, however, the [Cartersville Farmers Market](#) has opted into the Georgia Wholesome Wave Fresh for Less benefit doubling program. This farmers market is a joint effort on the part of Bartow County, City of Cartersville, and UGA Extension. The Cartersville Farmers Market is also guided by an advisory board made up of community members and other stakeholders, which informs the market’s policies.

RECOMMENDATION A-2:
Expand Farmers Market Partnership and Offer Doubled SNAP/EBT

TIMEFRAME:

Ongoing

ADDRESSES:

- » **Improving Local Food Access**
- » Cultivating a Sense of Place
- » City Initiatives and Partnerships

LEAD:

Alpharetta Business Association; City of Alpharetta Economic Development

SUPPORT:

Wholesome Wave Georgia

STARTING STEPS:

- » Determine a funding source for supporting local produce vendors’ Farmers Market costs, including the FWA City Agriculture Plan implementation grant and state small business assistance programs.
- » Assess the feasibility of a standing City-sponsored Farmers Market stall for small business startups and home growers.
- » Encourage the doubling of SNAP/EBT dollars at the Alpharetta Farmers Market to provide greater access to fresh fruits and vegetables for families receiving assistance.

RESOURCES:

1. [Alpharetta Farmers Market Vendor Guidelines](#)
2. [Georgia Wholesome Wave Fresh For Less](#)

RECOMMENDATION A-3:
Strengthen Volunteer Support for Community Gardens and Other Programs

Alpharetta’s Community Agriculture Program has been successful in building a dedicated base of volunteers who assist with projects and maintenance at Old Rucker Farm. The program regularly hosts corporate volunteers from a variety of partners, as well as interested Alpharetta residents who want to contribute to their local community. The City should consider building upon the successes of the Community Agriculture Program’s efforts to build volunteer capacity by facilitating a larger network of volunteers.

The City of Bloomington, Indiana, has a dedicated City-facilitated volunteer network, the [City of Bloomington Volunteer Network \(CBVN\)](#). An online portal and dedicated website allows interested residents to sign up to be contacted about volunteer opportunities, while opportunities are advertised through an online calendar and via a variety of social media platforms. Bloomington’s volunteer portal encourages residents to volunteer with their Parks and Recreation Department or at the local Animal Shelter, and also encourages potential volunteers to

get involved with their communities through serving on a board or commission or joining a neighborhood group. The online portal uses volunteer management software provided by a company called Galaxy Digital.

Creating an all-inclusive volunteer sign-up portal and management system would allow the City of Alpharetta to lend volunteer support to its various programs, including the Community Agriculture Program, when it is most needed. For example, the Wills Park Master Plan, completed in 2019, recommended against expansion of the Alpharetta Community Garden due to lack of volunteer support. A centralized volunteer network would allow the City to support community gardens and school gardens as needed using established volunteer connections. A volunteer network could also be implemented in tandem with the home growers’ cooperative network (Recommendation A-1), with volunteer opportunities publicized when co-op members need additional assistance with garden preparation or harvesting.



Volunteers from Ernst & Young helping with a workday at Old Rucker Farm.

RECOMMENDATION A-3:
Strengthen Volunteer Support for Community Gardens and Other Programs

TIMEFRAME:

Ongoing

ADDRESSES:

- » **Supporting Local Growers**
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

City of Alpharetta Department of Information Technology

STARTING STEPS:

- » Work with the Department of Information Technology to implement a centralized volunteer sign-up form and database through the City website.
- » Advertise volunteer opportunities, both City-led and with community partners, through social media and email lists.

RESOURCES:

1. [City of Bloomington Volunteer Network](#)

RECOMMENDATION A-4:
Include Community Garden Space in Parks

Currently, Alpharetta offers two public community garden locations within City-owned parkland:

- » Old Rucker Farm Community Garden
- » Alpharetta Community Garden at Wills Park

Both of these gardens are located on the western side of the City and have extensive waiting lists for plots to become available. The demand for additional community garden space was a frequent comment throughout the community engagement process, and this demand has previously been recognized by the Recreation, Parks, and Cultural Services Department. According to the 2025 Recreation and Parks Master Plan, there is potential to develop community garden space within:

- » Webb Bridge Park
- » Windward Community Park
- » Rock Mill Park
- » Mid Broadwell Park

Three of these parks are located east of Highway 400, and the development of additional community gardens in these parks would be a first for the east side of Alpharetta. There is also potential for the expansion of the Alpharetta Community Garden at Wills Park, which would increase the number of available plots and provide more gardening opportunities for families who are already on the waiting list.

In order to increase accessibility and meet this growing demand for community garden space, partnering with the Recreation, Parks, and Cultural Services Department and ensuring land, resources, and leadership will be dedicated to the development of future garden space is essential to meeting this goal. Community gardens could be administered by a garden club, similar to the Alpharetta Community Garden at Wills Park.

Dane County, which contains the City of Madison, Wisconsin, has over 4000 individual community garden plots spanning across 43 acres of land dedicated to community gardening space. The [Dane Gardens Network](#) provides a centralized hub for residents to find a garden near them, see available plots, resources for establishing their own community garden, microgrants, and gardening knowledge. The program is operated through partnerships with the City of Madison, University of Wisconsin’s Dane County Extension Office, and Community GroundWorks, a Madison-area food and gardening nonprofit. The City of Madison has gardens spanning across multiple City-owned parks, Department of Transportation easements, and University-owned land. Dane Gardens Network provides the following support services to their gardeners:

- » Hold the lease for gardens on City-owned land and provide liability insurance to gardens as needed
- » Mentor organizers at current and future gardens and connect them with resources and institutions
- » Educate gardeners about growing vegetables and fruits in Wisconsin through sharing of technical publications, workshops, and an annual garden summit
- » Promote connections between gardeners around the county

This kind of strong interorganizational partnership and clear leadership for community gardeners could be a useful model for Alpharetta on a smaller scale. All information that a gardener would need to know is centralized in one place and communicated effectively through interactive maps and links. The community gardens listed go beyond just those on City-owned parkland, and each garden includes a description of where it is located, how long it has been active, and who manages the space, along with relevant contact information.

RECOMMENDATION A-4:
Include Community Garden Space in Parks

TIMEFRAME:

Ongoing

ADDRESSES:

- » **Supporting Local Growers**
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

North Fulton Master Gardeners; FWA; UGA Extension

STARTING STEPS:

- » Examine current master plans for Webb Bridge Park, Windward Soccer Complex, Rock Mill Park, and Mid Broadwell Park to ensure a community garden is being planned alongside other amenity developments.
- » Research the feasibility and timeline for the expansion of Alpharetta Community Garden at Wills Park.

RESOURCES:

1. [Food Well Alliance Community Garden Resource Center](#)

RECOMMENDATION A-5:
Provide Workshops, Trainings, and Education

Expanded educational resources and opportunities for beginner, intermediate, and experienced gardeners to connect and grow their knowledge was one of the most frequently cited needs that came out of the community engagement process. Currently, Old Rucker Farm offers an extensive array of programming that varies depending on staffing availability, contracted partners to lead classes, and other events on the farm. The classes currently offered focus on a range of topics including personal health and wellness, dehydrating and preserving foods, and installing irrigation. There are also opportunities beyond Old Rucker Farm to bring local food and agriculture education to the community. The Alpharetta Farmers Market can act as a weekly conduit of connection to encourage residents to

visit the farm, seek out a class, or explore how to establish their own garden. Workshops could be hosted directly at the Alpharetta Farmers Market to capture a base of Farmers Market customers who might otherwise not have the time to seek out workshops or training at Old Rucker Farm. Alpharetta also has a vibrant social culture of food-based events, such as Taste of Alpharetta and the Food Truck Alley. These local food events could be utilized as regular platforms for food and gardening education and short, interactive programming. By incorporating gardening and agriculture into these City-wide food events, it will encourage residents to think about their food system from plant to plate and enhance an already vibrant culture of local food champions.



An advertisement for one of the educational events offered at Old Rucker Farm.

RECOMMENDATION A-5:
Provide Workshops, Trainings, and Education

TIMEFRAME:

Ongoing

ADDRESSES:

- » **Supporting Local Growers**
- » Sustainable Stewardship
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services; Alpharetta Business Association

SUPPORT:

Fab Food Trucks; North Fulton Master Gardeners; Local Food Advocates; 99 Plants; Green Cell

STARTING STEPS:

- » Analyze current workshop programming and see what classes have had most attendance and could be expanded.
- » Identify gaps in programming to encourage gardeners of all experience levels to attend.
- » Develop gardening handouts, fliers, and other resource packets to give away at events and farmers markets.
- » Look into hiring additional educators/workshop leaders.

MEDIUM-TERM STRATEGIES

RECOMMENDATION A-6: *Establish a Community Seed Library and Tool Bank*

Saving seeds has a variety of benefits for both the gardener and local ecosystem as a whole including helping to preserve genetic diversity in edible plants, saving money on seeds and plant starts, and encouraging gardeners to grow their favorite native varieties year after year. Allowing crops to go to seed also acts as an extended food source for pollinators. A seed library promotes community resilience and relationship building by allowing growers to participate in a non-monetary form of exchange and connection.

A seed library operates similarly to a book library; users “check out” a packet of seeds, return the packet after planting, and after they have raised their own crops and collected seeds from their harvest, bring those seeds to contribute back to the library. It is a self-sustaining and community supported system. The seed library could be hosted and managed by Old Rucker Farm, and if popular amongst residents, could expand to other publicly accessible locations like Alpharetta Recreation Centers. The initial investment into a seed library would require an organized box or cabinet, labels, dividers, seed packets, stamps, a checkout management system, and an initial supply of seeds. A resource guide on how to save seeds would also be beneficial for residents who might not be familiar with the practice.

A tool bank operates under some of the same principles as a seed library in that it promotes community connection, accessibility, and trust. A tool bank for Alpharetta would encourage residents to pursue home and garden projects that they may not have the means to otherwise, due to barriers in procuring the right equipment. The tool bank could also be hosted at Old Rucker Farm, in a shed with a coded lock and a check out system for accountability. The initial start-up costs could be higher than that of a seed library, due to acquiring multiple tools to be used and having storage built to contain the inventory. Depending on the types of tools present in the bank, renting may require safety trainings and/or

liability waivers. Tool bank users could also benefit from frequent maintenance education so tools can be repaired in a timely manner. Hosting a community garden tool drive could reduce start up costs and act as an advertisement for the launch of the program.

The [Cleveland Seed Library](#) was established to increase resilience, biological diversity, and food security throughout the region. Managed by the Hummingbird Project, seed libraries are present at 22 different library locations across 5 different counties, each containing over 20 unique varieties of organic, open-pollinated, non-GMO seeds for the community to access. The seed bank is open from early spring until the first day of fall. They are actively seeking to add additional seed libraries to other locations across the region, if there is community interest in doing so. They also offer seed saving workshops, literature, and extensive resources on their website.



Alpharetta’s Community Agriculture Program offers seeds at the Taste of Alpharetta festival.

RECOMMENDATION A-6: *Establish a Community Seed Library and Tool Bank*

TIMEFRAME:

Medium-term

ADDRESSES:

- » **Supporting Local Growers**
- » Sustainable Stewardship
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

Additional North Fulton Cities; Fulton County Library; Atlanta Community Tool Bank

STARTING STEPS:

- » Select a location to host the seed library with considerations for storage and accessibility.
- » Create community guidelines for use of seeds and tools.
- » Acquire seeds and tools.
- » Establish a “check out” protocol for the tool library.

RESOURCES:

1. [Starting a Seed Library](#)
2. [Share Starter: How to Start a Library of Things](#)

LONG-TERM STRATEGIES

RECOMMENDATION A-7:
Support Existing Farms

According to the American Farmland Trust, an estimated 2000 acres of farmland a day are paved over, fragmented, and converted to land uses that are not agricultural.⁸ Over the next 15 years, one third of America’s farm and ranchland will exchange hands as farmers and ranchers age, with many of those sales resulting in the loss of viable farmland. Alpharetta has already seen the effects of this process over the last 50 years through its evolution from a primarily agrarian community to a thriving center of enterprise and technology.

Currently, there are four working farms in Alpharetta, including Old Rucker Farm. One means of expanding Alpharetta land available for agricultural production is through the use of agricultural conservation easements. Operating through the Georgia branch of the Natural Resource Conservation Department (NRCS), the Agricultural Conservation Easement Program (ACEP) helps landowners, land trusts, and other entities protect, restore, and enhance wetlands, grasslands, and working farms and ranches through conservation easements. Under the Agricultural Land Easements component, NRCS helps American Indian tribes, state and local governments, and non-governmental organizations protect working agricultural lands and limit non-agricultural land uses. Conserving farmland in Alpharetta and surrounding cities would encourage alternative forms of land use and enhance the agricultural resilience and security for the entire region’s local food system. Individual farmers cannot directly receive funding for the ACEP program, so the City of Alpharetta would be a crucial partner to pursue this kind of easement.

The [Athens Land Trust](#) (ALT) currently protects 20,000 acres through conservation easements and fee donations in Athens-Clarke County and 39 other counties in Georgia. This land consists of working family farmland and forest, wetlands, neighborhood open space, and scenic vistas. ALT works with landowners to protect ecologically rich areas,

working farmland, and scenic areas in Georgia. Protecting natural areas sustains critical ecosystem products such as clean air and water, wildlife habitat, biodiversity, water supply and productive soils. These natural commodities provide a wide array of benefits to humans and wildlife and create the foundation for environmental and economic sustainability. Through the Agricultural Land Easement program, the landowner gets paid for keeping the country’s best soil and farmland for agricultural use, which keeps the nation’s future food supply more secure. The ACEP-ALE program purchases 75% of a conservation easement value, which is funded 50% by Farm Bill support and 25% by a local match. The landowner donates the remaining 25% value of land through the easement, which could have federal tax benefits.

An additional resource for farmland conservation throughout metro Atlanta is the [Conservation Fund’s Working Farms Fund](#). The program has been piloted in Atlanta and Chicago and seeks to fill the land access gap that prevents small farmers from scaling up their operations. The Conservation Fund acquires farmland that is at threat of being converted to other development under a conservation easement, then a lease-to-own contract is established between the Conservation Fund and the farmer. The conservation easement is then sold back to the farmer at an agricultural-use value, which is far below market value price. The fund has assisted eight farmers so far across metro Atlanta with expanding their farm operations significantly while also preserving vulnerable ecosystems through conservation. [Snapfinger Farm](#) recently partnered with the program in 2022 and secured a 197-acre farm in Covington, Georgia. This property borders the South River, a major watershed of Atlanta. The farm’s ecosystems include floodplain, wetlands, streams, and lakes, with extensive farmland, resulting in high biodiversity across the property. Over the next four years, Snapfinger Farm will expand production on more than 50 acres of cropland to sell to Atlanta wholesale markets.

8. American Farmland Trust. “What’s at Stake.”

RECOMMENDATION A-7:
Support Existing Farms

TIMEFRAME:

Long-term

ADDRESSES:

- » **Supporting Local Growers**
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

Athens Land Trust; American Farmland Trust; Georgia NRCS; The Conservation Fund - Working Farms Fund; Additional North Fulton Cities

STARTING STEPS:

- » Identify active farms in Alpharetta and assess interest in establishing conservation easements.
- » Identify former farmland or other wildlands that have not been developed yet that could benefit from a conservation easement, and consider partnership with Athens Land Trust.
- » Assess tools to invite interested farmers within Alpharetta to manage protected land.

RESOURCES:

1. [Georgia Farm Link](#)
2. [Athens Land Trust ACEP-ALE](#)
3. [American Farmland Trust](#)
4. [Georgia NRCS Agricultural Conservation Easement Program \(ACEP\)](#)

RECOMMENDATION A-8:
Expand Community Agriculture Program

Old Rucker Farm offers a wealth of opportunities to the City of Alpharetta and surrounding communities. As Alpharetta continues to grow, Old Rucker Farm will need to be able to accommodate the increase in community members interested in local food systems, home gardening, and community gardening as well as the growing demand for food at North Fulton Community Charities. This could mean expanding space at Old Rucker Farm, or pursuing options for a second location for the Community Agriculture Program. The property currently has additional space within the “park” portion which is unsuitable for vegetable gardening, but could be used to plant a larger orchard, or a field of native or edible species that would not only support pollinators, but also be used for families to enjoy and for photography opportunities. Additionally, a 2-3 stall small barn could be built on this side of the property with bleacher-style seating to host educational demonstrations with future livestock: how to milk a cow, taking care of goats, etc. This would incorporate a whole new facet of education to the Community Agriculture Program, and would provide fun and exciting opportunities to interact with animals.

Looking beyond the current property, the Community Agriculture Program could expand to the Mayfield property, which is currently co-owned by Alpharetta and Milton. This property, which formerly served as a family homestead, has 12 acres and a pond. It could serve as a location for a community compost site, larger rented plots for grower-coop members, and expanded educational opportunities. Other partners for expanding growing space could include local churches with large properties and private property owners interested in using tax-based incentives to protect portions of their private land for conservation and food production.

Community Agriculture Program staff and volunteer capacity will need to grow in tandem with the program's offerings. Additional staff and volunteer leads will be needed to draft management plans for an expanding program, potentially including multiple community gardens (Recommendation A-4), a growers' co-op network (Recommendation



A-1), and other initiatives. Currently, the Community Agriculture Program is staffed by one part-time employee, with the full-time Community Services manager overseeing the program as part of a range of responsibilities. The program is currently hiring for a temporary, contractor Education and Volunteer Coordinator. In order for the program to expand and thrive, the City should pursue creating a full-time Farm Manager role. This position would oversee day-to-day farm operations: crop planning and rotation, compost management, animal care, etc. Subsequently, the addition of a Program and Communications Coordinator position should be considered to manage the growers' co-op, additional community gardens, and other new programming initiatives.

A comparable community farm to look to as an example is the [CAC Beardsley Community Farm](#) funded through the City of Knoxville's Community Action Committee. Their mission is to provide fresh produce, accessible education, and land for gardening to the greater Knoxville community. Similar to Old Rucker Farm, all of their produce is donated to charity. They have three permanent staff members, an internship program, and a strong volunteer base. In addition to their permanent staff, they also have a range of 3-8 Americorps service members coordinating their volunteer programs, school garden initiatives, and other education ventures. Although Americorps members might not be the best fit for supplementing staff with the Community Agriculture Program, CAC Beardsley has built their staff capacity through an Americorps partnership and pursuing grant funding.

RECOMMENDATION A-8:
Expand Community Agriculture Program

TIMEFRAME:

Long-term

ADDRESSES:

- » **Supporting Local Growers**
- » City Initiatives and Partnerships

LEAD:

Alpharetta Recreation, Parks, and Cultural Services Community Agriculture Program

SUPPORT:

City of Alpharetta Community and Economic Development

STARTING STEPS:

- » Complete development of a Master Plan for Old Rucker Farm, considering expansion of Community Agriculture facilities.
- » Pursue funding to hire new staff.
- » Create partnerships to assist with management of new programming.
- » Look into expanding internship opportunities.



PRIORITY B:
CULTIVATING
A SENSE OF PLACE

CULTIVATING A SENSE OF PLACE

Since it was chartered in 1858 through the 1970s, Alpharetta was a primarily agrarian community with a quiet downtown district. Over the past 40 years, the population of Alpharetta has grown twenty-one times over from 3,000 to 66,000. That figure is projected to further increase to 83,000 by 2040, making Alpharetta one of the fastest-growing communities in the South. As development puts pressure on surrounding green spaces, the City of Alpharetta has set goals to “develop a land use pattern and structure that fully complements the vision of Alpharetta as a signature community in the region” as well as to “protect and nurture natural, cultural, and historic resources.”⁹

These recommendations can be used as tools to promote local food and agriculture as an additional community amenity, a means of preserving a grounded and connected local culture, and a regenerative practice to strengthen local ecosystems. Residents often referenced the agricultural history of their city in the community engagement phase, and these recommendations serve to honor and build upon that connection.

⁹ City of Alpharetta. [Horizon 2040 Comprehensive Plan](#). 2021.



ONGOING STRATEGIES

RECOMMENDATION B-1:
Local Food Branding Program

To build a sense of community around the local food system, the City of Alpharetta should consider launching a locally made and/or produced brand campaign, i.e. “Alpharetta Grows.” A local branding campaign adds a unique selling point to products that connects businesses and/or growers to the local consumer base.

A local brand not only promotes affiliated producers, but also promotes its host city. Local brand platforms can enable a connection between local food advocates and the City’s efforts to boost economic development and tourism. While other economic development support programs should also be considered, a local brand platform offers important support for local businesses and producers with a specific focus on new market development and brand differentiation. Local brand platforms can provide marketing exposure, create new distribution opportunities, and foster business-to-business sales such as local restaurant procurement.

By promoting geographic connections, a local brand taps into growing consumer trends for local goods and fosters a unique appreciation of place. The campaign to market the local brand to consumers should tap into the multitude of benefits of local food and agriculture including, but not limited to:

- 1. Supporting local businesses and keeping dollars in the local economy.
- 2. Reducing the environmental impact of certain foods by limiting transportation and packaging needs and avoiding chemically intensive conventional growing practices.
- 3. Increasing access to fresh, seasonal, and maximally nutritious food options.
- 4. Bringing the Alpharetta community together around good and nutritious food while connecting to the City’s agricultural history.

Locally, Alpharetta can look to Atlanta’s local food promotion program, [AgLanta Grown](#), as an example of establishing a local food and agriculture brand. AgLanta Grown syncs the collective efforts of contributors and consumers in Atlanta’s local food system by developing a trusted brand for the local agriculture economy, increasing access to markets for producers and consumers, and building a broad coalition of producers, consumers, and advocates to stimulate the local food economy and increase revenue for farmers.

This recommendation follows national trends towards differentiating local food brands. For example, [Community Involved in Supporting Agriculture](#)’s “Be a Local Hero, Buy Locally Grown” campaign in the Pioneer Valley of Massachusetts has had tremendous success since it launched in 1999. 82% of surveyed residents in the three-county region recognized the brand’s logo, and those that did recognize it were twice as likely to prioritize purchasing local food. In the 2002-2007 USDA Census of Agriculture, farmers in the brand’s region reported that they doubled the amount of products (including wood, flowers, and produce) sold to local customers, increasing sales from \$4.5 million to almost \$9 million after the launch of this branding campaign.



The AgLanta Grown logo. Image sourced from the AgLanta website.

RECOMMENDATION B-1:
Local Food Branding Program

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » **Cultivating a Sense of Place**
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Community and Economic Development, City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

Alpharetta Business Association, Alpharetta Chamber of Commerce, Alpharetta Convention and Visitors Bureau

STARTING STEPS:

- » Create a sub-committee including growers, consumers, food business owners, and marketing specialists to draft the parameters of the brand protocol including geographic limitations, certification requirements, and marketing brand standards.
- » Identify funding to create or commission a marketing firm to create materials to market brand opportunity including web and social media assets and physical marketing materials such as QR code postcards, stickers for branding, or other display materials.
- » Utilize current City and food business communication networks including social media accounts to promote the new branding protocol. This should be done in conjunction with content uplifting current food and agricultural organizations, events, volunteer opportunities, and activity related to City Agriculture Plan implementation.
- » Pilot the branding initiative with current local growers, producers, and food businesses. Consider including incentives for business participation as well as consumer participation, such as a “local food passport” activity.
- » Consider hiring an agricultural communications part-time or temporary employee within the Recreation, Parks, and Cultural Services Department to run social media campaigns and accounts and spearhead advertising of related events. This position could tie in to the marketing curricula of Cambridge High School’s Agribusiness and Leadership class.

SHORT-TERM STRATEGIES

RECOMMENDATION B-2: *Form a North Fulton Local Food Working Group*

Alpharetta’s close relationship with surrounding North Fulton County cities presents a unique opportunity to cross-leverage local food and agriculture resources and community assets. To formalize this relationship, Alpharetta could spearhead the creation of a North Fulton Local Food and Agriculture Working Group or Coalition in partnership with the cities of Johns Creek, Milton, Mountain Park, and Roswell.

The purpose of a Working Group would be to strengthen the regional food system by connecting its various sectors across jurisdictional boundaries. By connecting and examining the functionality of the regional food system, the Working Group would be able to propose beneficial policy changes and community initiatives to help improve the regional quality of life by increasing local food access, supporting local entrepreneurial opportunities, and proposing sustainable practices. A regional Working Group would encourage collaborative projects between food sectors that more organically reflect local food sheds and the way that North Fulton residents produce and source their local food and products.

This recommendation follows a growing national trend of forming Food Networks or Food Policy Councils. Two groups that can be modeled in the

Southeast are the [Davidson County Local Food Network](#) and the [Harvey County Food & Farm Council](#).

The Davidson County Local Food Network in Davidson County, North Carolina, is a group composed of private citizens, representatives from the Health Department, Cooperative extension, businesses, farms, governmental and non-governmental organizations who feel the need to make food a priority. They have formed three action committees to address the current issues facing their county: Community and Home Gardens, Health Promotion and Access (Food Security and Recovery), and Farm and Food Economy.

In Harvey County, Kansas, the Harvey County Food and Farm Council is a group of community members, farmers, food retail establishments, organizations serving at-risk populations, the health department, and schools and other institutions all appointed by the Harvey County Commission. Their mission is to promote access to affordable, nutritious, and safe food for all residents; to promote local food as a means of enhancing economic development, promoting agritourism, and strengthening the local food system; and to effect improvement in the health and well-being of all Harvey County residents.



The Newtown Community Garden in Johns Creek. Photo sourced from the Atlanta Area Parks website.

RECOMMENDATION B-2: *Form a North Fulton Local Food Working Group*

TIMEFRAME:

Short-term

ADDRESSES:

- » Supporting Local Growers
- » **Cultivating a Sense of Place**
- » Sustainable Stewardship
- » City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

Related officials from other participating cities, Alpharetta Convention and Visitors Bureau

STARTING STEPS:

- » Develop a Planning Committee. The committee could include representatives from legislative bodies, farms and gardens, and food businesses from each of the participating cities.
- » Determine the structure of the Working Group. The Working Group can be structured with various committees to address priority issues and/or projects. It can also vary in terms of political affiliation with models including, but not limited to, independent/non-political groups, groups formed through a resolution passed by the county board, or groups formed through joint resolutions from participating cities.
- » Consider conducting additional community outreach in participating cities outside of Alpharetta to assist with determining regional priorities. The Working Group could model the community engagement undertaken as part of the Alpharetta City Agriculture Plan and then synthesize cross-city and county level data to inform prioritization of projects.
- » Host a small, hyper-local Food System Summit with sponsorship from the Alpharetta Convention and Visitors Bureau to bring regional stakeholders together for networking and learning opportunities.
- » Craft an outreach and messaging strategy to promote the Working Group across North Fulton County.

RESOURCES:

1. Johns Hopkins Center for a Livable Future & Food Policy Network Collaborations
 - a. [Developing a Communications Strategy: A Guide for Food Policy Councils](#)
 - b. [From Partnerships to Policy: Promising Practices for New Food Policy Councils](#)



**PRIORITY C:
SUSTAINABLE STEWARDSHIP**

SUSTAINABLE STEWARDSHIP

A common thread ran through the many conversations that produced this plan: the sense that all of us must be responsible stewards of our land and resources. The steering committee engaged in an in-depth discussion on what sustainable stewardship means in the context of local food and agriculture in Alpharetta. Working together, steering committee members agreed upon this definition:

“Responsibly stewarding resources and the environment by enabling a circular cycle where food and other plants are grown using regenerative practices that contribute to healthy soil, food is distributed and preserved with little waste, and food waste and organic materials are composted and added to soil to begin the cycle anew.”

Recommendations in this priority area are written in recognition that growing food relies upon healthy soil, clean water and air, and a thriving ecosystem that supports pollinators and other wildlife.



MEDIUM-TERM STRATEGIES

RECOMMENDATION C-1:
Explore Community Composting Models and Pilot a Community Program

Locally-based composting builds healthy soils while promoting social inclusion and empowerment. When materials are collected and transported out of the community for processing, these benefits are not realized at the local level. Worse, when they continue to circulate in traditional waste management streams, they decompose in landfills emitting harmful greenhouse gasses.

In community composting programs, resources are recognized and managed as community assets. These programs are characterized by local control, community access, and participation. Community composting involves relatively small-scale systems in which organic material is converted into compost within a local community using community inputs and producing community assets.

Community composting operations that source off-site materials, such as food scraps or yard trimmings, fall under Georgia Environmental Protection Department’s (GA EPD) designation as a [Class II compost operation](#). This class is for sites that process feedstocks that are Category A (yard trimmings, land clearing debris, on-site agricultural residuals, and untreated wood) and Category B (off-site agricultural residuals, herbivorous animal manure, and source-separated organics such as food residuals and compostable papers). Class II sites that process less than 500 tons of Category B feedstock per month are required to qualify for a GA EPD permit-by-rule. This permit-by-rule requires that they comply with certain design and operating standards including appropriate signage and a management plan that includes trained operators.

20% of residents that participated in the Community Engagement survey noted that they already compost at home, indicating a high level of community interest in composting. Additional avenues to participate via community composting systems or drop off sites offered in tandem with additional resources and education would surely attract even more

composters.

Food scraps drop off locations could be simple collection receptacles that are then transported to a composting site. These drop offs could be coordinated weekly at the Alpharetta Farmers Market or at a recycling facility such as the Roswell Recycling Center. A pilot project could be undertaken via the Community Agriculture Program through the acquisition of a food dehydrator, which would allow for easy transport of organic materials once dehydrated. This type of community composting meets residents where they are already gathering or engaging in recycling. One example is the [City of Alexandria, Virginia](#), which coordinates Food Waste Drop-Off Stations operated by their Department of Transportation & Environmental Services’ Resource Recovery Division. These sites are located at Farmers Markets across the City where residents can drop off food waste free of charge. The food waste is taken to a local composting site and processed into compost. Staff are on site at the Farmers Market Drop-Off sites to accept items for composting and share information on how to compost food and yard waste at home.

There are also a number of potential partners that could assist in facilitating composting within Alpharetta. [CompostNow](#) requires 500 interested residents or businesses in order to expand their service area. They also accept applications for donation site partners, which could allow Alpharetta residents to donate their compost to Old Rucker Farm or to another local garden. [Goodr](#) is another potential partner or resource, providing surplus food recovery and composting services through a variety of partnership models. [Organix Recycling](#) is another food waste collector that provides food waste management on a range of scales, from farms to industrial processors. Based on the success of a community composting program, the City could consider pursuing organic waste management on a larger scale.

RECOMMENDATION C-1:
Explore Community Composting Models and Pilot a Community Program

TIMEFRAME:

Medium-term

ADDRESSES:

- »Supporting Local Growers
- »**Sustainable Stewardship**
- »City Initiatives and Partnerships

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

Other garden and/or drop off site managers; Georgia Environmental Protection Department

STARTING STEPS:

- »Old Rucker Farm is recommended for the pilot site since it already has a 6-bin composting system, regular staff, and compost signage.
- » Farm managers should determine the average amount of additional food scrap material (outside of that produced on the farm) that the 6-bin system could support on a weekly basis and determine the number of pilot participants from that calculation.
- » Starting with regular volunteers, community garden members, or CSA members, reach out to the target number of participants to identify interest in a weekly food scrap and/or browns drop off opportunity.
- » Consider procuring items for pilot participant toolkit including sealed 5-gallon bucket, countertop compost bin, and suite of educational materials. Small dehydrators could also be an alternative that would permit ease of transport without spills or odor.
- »Given the success of the pilot program and assuming broader interest in participation, the drop off program could be expanded to additional sites in Alpharetta.
- » Identify potential drop off sites, which are most easily sited at existing farms, gardens, or park spaces. Sites should include adequate space for a small compost system reasonably set back from the property line, and should be regularly monitored and/or staffed by individuals/organizations willing to be trained operators.
- » Conduct community outreach to identify critical mass of local neighbors interested in participating in community composting programs at proposed sites. This could involve door-to-door outreach or a neighborhood survey.

RESOURCES:

1. [State of Georgia Rules and Regulations for Composting and Anerobic Digestion Facilities](#)
2. [Institute for Local Self Reliance: Growing Fertility - A Guide to Community Composting](#)
3. [Institute for Local Self Reliance: Community Composting Done Right - A Guide to Best Management Practices](#)
4. Additional funding to expand the program to a City-level may be available through US Department of Agriculture (USDA) grant opportunities for municipal composting planning and implementation through [Composting and Food Waste Reduction cooperative agreements](#)
5. [CompostNow](#)
6. [Goodr](#)

LONG-TERM STRATEGIES

RECOMMENDATION C-2: *Support Pollinators and Pollinator Habitats*

The health and biodiversity of native pollinators is essential to the wellbeing of our agricultural systems. Taking steps to support pollinators, including the creation and enhancement of pollinator habitats, will in turn support the health and productivity of local agriculture. Strategies could include encouraging residents to plant pollinator-friendly plants, replacing traditional landscaping in commercial areas and on City-owned property with pollinator-friendly plants, and promoting beehive cultivation on rooftops and in other greenspaces where appropriate management is available.

Supporting wildlife habitat has already been established as a priority of Alpharetta’s City Council when they decided to pursue certification as a Community Wildlife Habitat through the National Wildlife Federation. This certification would increase the diversity and resiliency of native plants and wildlife and create a healthier local ecosystem. Achievement and maintenance of this certification is a goal of [Alpharetta’s Wild Side](#), a program sponsored by the Alpharetta Natural Resources Commission to promote the preservation of green spaces in Alpharetta that support wildlife. The program focuses on using native plants as habitats for pollinators and other neighborhood-friendly animals. This program, which is under the purview of the Public Works Department, should be re-prioritized in order to attain certification. Certification also requires community projects and educational workshops that could be bolstered during the City Agriculture Plan implementation phase.

In addition to Alpharetta’s Wild Side, several other residents, local apiary organizations, and school programs have established and maintained beehives and pollinator gardens throughout Alpharetta. Connecting these groups and coordinating their efforts to support pollinators across the city would be an effective way to share best practices, leverage shared resources, and identify geographic areas that need pollinator support. The Alpharetta’s Wild

Side program or a similar spin-off program could be created to facilitate mapping and tracking of pollinator habitat through contributions by Alpharetta citizen scientists.

A prime example of strategic action comes from the City of Toronto, Canada, which passed a [Pollinator Protection Strategy](#) in 2018 to support the City’s vision of being home to diverse pollinator communities that contribute to resilient ecosystems and enhance urban biodiversity. This strategy framework has been incredibly successful in sustaining and improving pollinator diversity and is a model for urban pollinator conservation strategies around the globe. The 30 actions in Toronto’s Pollinator Protection Strategy are multifaceted, addressing improvements in educational outreach and the need for sustained funding and increased capacity, while keeping in mind the importance of building and sustaining partnerships with stakeholder groups, including underrepresented communities. With around 7,000 citizens engaged in the public consultation process, the strategy outlines diverse approaches to protect Toronto’s 360+ species of native bees and 112 species of butterflies.



RECOMMENDATION C-2: *Support Pollinators and Pollinator Habitats*

TIMEFRAME:

Long-term

ADDRESSES:

- » Supporting Local Growers
- » **Sustainable Stewardship**
- » City Initiatives and Partnerships

LEAD:

Alpharetta Natural Resources Commission

SUPPORT:

City of Alpharetta Recreation, Parks, and Cultural Services; City of Alpharetta Public Works; Innovation Academy STEM High School; Metro Atlanta Beekeepers Association; Cambridge High School Future Farmers of America beekeepers

STARTING STEPS:

- » Cultivate partnerships between current Alpharetta pollinator-support organizations.
- » Cultivate partnerships between Alpharetta pollinator-support network and related regional non-profits such as:
 - » [Georgia Tech Urban Honey Bee Project](#): a research program that studies the effects of urban environments on honey bee populations.
 - » [Greater Atlanta Pollinator Partnership](#): a group that supports pollinator conservation research and habitat restoration, develops clear guidelines for pollinator-friendly habitat design and installation, and helps restore both abandoned and endangered pollinator sites.
 - » [Atlanta Botanical Garden Plant Pollinator Program](#): a group focused on the creation and restoration of metro Atlanta pollinator habitats, surveying and monitoring pollinators, and developing educational material on pollinator conservation in the region.
- » Survey practices of city landscaping and land use to identify opportunities to increase native and pollinator-friendly plantings.



PRIORITY D: CITY INITIATIVES AND PARTNERSHIPS

CITY INITIATIVES & PARTNERSHIPS

The recommendations in this document were written to be implemented wholly or in part by the City of Alpharetta. A conscious decision was made during the planning process to focus on action items that could be undertaken with the City either leading or facilitating the initiative. Hence, while there is important work being done by a variety of organizations to enhance local food connections in Alpharetta, this plan is centered around the City's role in strengthening this network.

Residents are supportive of the resources the City of Alpharetta has dedicated towards Old Rucker

Farm and the Community Agriculture Program. Many survey respondents felt that Old Rucker Farm was representative of what Alpharetta is doing right in terms of local food. The Community Agriculture Program also constitutes a strong partnership between the City and local educational institutions. One resident described Old Rucker Farm as a "tremendous start," which speaks to the potential to expand the reach of the Community Agriculture Program and leverage the strong community partnerships the City is already engaged in to encourage and incentivize locally produced food.



North Fulton Young Farmers starting seeds at Old Rucker Farm. Photo sourced from North Fulton Young Farmers Facebook page.

ONGOING STRATEGIES

RECOMMENDATION D-1:
Strengthen Educational Partnerships

The City of Alpharetta’s Community Agriculture Program forms a strong basis for educational relationships between the City and local schools centered around agriculture. Fulton County Schools offers Agriculture, Food, and Natural Resources programming at some local schools through the [Georgia Career, Technical, and Agricultural Education \(CTAE\)](#) program. The City of Alpharetta currently partners with the [North Fulton Young Farmers](#), as well as with Cambridge High School Agribusiness students, providing growing space at Old Rucker Farm for the produce sold through their CSA program, the [AGaretta Box](#). Cogburn Woods Elementary School is another school in the area offering Agriculture, Food, and Natural Resources pathways through CTAE, while Amana Academy, The Lionheart School, and Fulton Science Academy also offer school gardens and farm to school programming. Alpharetta High School’s Culinary Arts Program, also a CTAE pathway, uses produce from Old Rucker Farm to prepare value-added products for inclusion in AGaretta Boxes.

To further support and facilitate school-based education and training around agriculture, the City should consider facilitating the establishment of a fund that can be used to assist schools within Alpharetta with the start-up costs associated with opting into the CTAE program and/or for establishing school gardens. This funding could be used to focus on implementing agricultural education at all levels K-12, creating a pipeline to careers in agriculture for Alpharetta students. Grant funding could be administered as a match to state CTAE grants or student fundraising. The City of Alpharetta can also support established programs by continuing to provide training and growing space at Old Rucker Farm and other sites (such as the Mayfield property discussed in Recommendation A-8), and by coordinating with local schools to direct volunteer resources to schools in need of assistance. Old Rucker Farm’s existing educational programming could include resources and supplies for teachers

starting or growing in school gardens.

The City of Perris, California, established the [Grow Perris](#) initiative in 2016 as an offshoot of its public health campaign, Live Well Perris. The initiative supports endeavors that increase access to healthy, fresh food, such as urban farms and community gardens. As part of this initiative, the City received a \$50,000 USDA Farm to School Grant to create a Farm to School Framework and Action Plan in conjunction with one of the local school districts. Following completion of this plan in 2021, the Val Verde Unified School District received a further \$100,000 in USDA Farm to School funding for implementation in 16 local schools, including garden expansions and agricultural education programming. The City of Alpharetta should consider pursuing joint funding with Fulton County Schools or North Fulton Young Farmers using a similar partnership model.

In addition to agricultural education, Fulton County Schools has farm to school procurement in place. The district’s School Nutrition Program has been a participant in the National Farm to School Initiative for over a decade, sourcing locally grown produce for school lunches. Alpharetta High School was a previous participant in the Georgia Department of Agriculture Georgia Grown Test Kitchen program. The City should pursue plans to provide further support to the Alpharetta High School Culinary Arts Program through encouragement or recruitment of a shared commercial kitchen facility (Recommendation D-7).

RECOMMENDATION D-1:
Strengthen Educational Partnerships

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Parks, Recreation, and Cultural Services; City of Alpharetta Economic Development

SUPPORT:

Fulton County Schools, North Fulton Young Farmers, Future Farmers of America (FFA) Chapter at Cambridge High School, USDA

STARTING STEPS:

- » Reach out to existing agricultural education contacts at Fulton County Schools to determine areas where the City could be of assistance, such as providing volunteer support.
- » Identify potential funding sources that could be directed towards an agricultural education fund.
- » Encourage the formation of a multi-school educators network to facilitate sharing of best practices and cross-leveraging resources under the guidance of North Fulton Young Farmers leadership.

RESOURCES:

1. [Fulton County Schools CTAE](#)
2. [Georgia CTAE Grants](#)
3. [USDA Farm to School Grant Program](#)
4. [Whole Kids Foundation](#)
5. FarmLab

RECOMMENDATION D-2:
Promote Local Food through Policy and Permitting

Alpharetta’s Unified Development Code is generally accommodating of agricultural practices. The Agricultural (AG) zoning district permits farmland and raising of livestock, and there are a number of parcels zoned AG distributed across Alpharetta. There are no restrictions on gardening in residential districts, and backyard chickens are permitted in single-family residential districts on lots of over one acre. In addition, community gardens are permitted in all downtown zoning districts by right. While the code as it stands does not represent a barrier to local food production, the City should consider actively incentivizing local food through the adoption of an Urban Agriculture Ordinance.

In 2020, the City of Stockton, California, adopted an [Urban Agricultural Ordinance](#) which expressly permits the keeping of hens, ducks, and bees and enables farm stands for on-site fruit and vegetable sales. The ordinance followed the City’s [Food and Ag Action Plan](#), which was completed in 2017 and included a primary objective of creating a policy environment supportive of urban agriculture. The ordinance amends Stockton’s code to allow the sale of produce in open air venues such as farms, farmers markets, and farm stands. It also defines agricultural activities and facilities, community gardens, conservation areas, market gardens and urban farms, urban agriculture, and food and beverage product manufacturing as distinct uses and permits them by right in multiple zoning districts. Stockton’s Urban Agricultural Ordinance also lays out clear guidelines for types of animals that can be kept and makes allowances for number of animals per square foot by land use and zoning district. Closer to home, the City of Atlanta passed an [Urban Agriculture Ordinance](#) in 2014 and a [Local Farmstand Ordinance](#) in 2021.

As an intermediary step, the City should consider a code amendment that permits open lot sale of fruit and vegetables on properties that are zoned Agricultural (AG), as this use is currently permitted only as a temporary use in non-residential districts with a limit of 45 days. The City should also consider lowering the minimum lot size for backyard chickens



and instead limit the number of hens by square footage. Many residents who provided feedback for this plan expressed an interest in beekeeping, which is not currently addressed in the Code and could be codified as a permitted accessory use in residential and agricultural districts.

Another way to support local food and agriculture is through permitting procedures. For the North Point overlay district, developers are required to follow EcoDistrict measures that are based on a point system and subject to interpretation by the Director of Community Development. Components of the EcoDistrict measures are assessed during the permitting process, which presents an opportunity to count community garden space and pollinator-friendly native landscaping towards achievement of measures such as landscaped civic space and sustainable landscaping. The City should consider assessing other areas of the permitting process that could be adjusted to facilitate local food and agriculture, such as reduced permitting fees for developments that include community garden space, or requiring simplified permitting for tree removal when homeowners of single-family properties are removing trees to provide sunlight to a garden, provided they submit documentation showing the garden plan.

RECOMMENDATION D-2:
Promote Local Food through Policy and Permitting

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » Cultivating a Sense of Place
- » Sustainable Stewardship
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Community Development

SUPPORT:

City of Alpharetta Recreation, Parks, and Cultural Services

STARTING STEPS:

- » Draft amendments to the Unified Development Code to permit farm stands, expand backyard chicken ordinance, and codify beekeeping.
- » Conduct an audit of the zoning code, compiling amendments that will facilitate agricultural activities into a cohesive Urban Agriculture Ordinance.

RESOURCES:

1. [City of Stockton Urban Agriculture Ordinance](#)
2. [City of Stockton Food and Ag Action Plan](#)
3. [City of Atlanta Urban Agriculture Ordinance](#)
4. [North Point Overlay Regulations](#)
5. [How to Establish an Urban Agriculture Ordinance \(University of Florida Extension\)](#)

RECOMMENDATION D-3:
Hold Internal City Meetings to Track Implementation and Align Food and Agriculture Goals

As part of the implementation phase of this plan, the City of Alpharetta should consider establishing a quarterly interdepartmental meeting that would bring representatives from different City departments together to track City Agriculture Plan action items and to more broadly align sustainability and local food and agriculture goals across City departments. This working group could be either an informal or a formal committee and should include some representatives from the steering committee for this plan and other staff members responsible for implementing these recommendations. It could also include representatives from organizations such as North Fulton Community Charities, which distributes produce donated through Old Rucker Farm.

The [City of Seattle, Washington](#), has been pursuing municipal food policy since 2008, when the Seattle Local Food Action Initiative was enacted. Part of this initiative called for the creation of an interdepartmental food system team. By 2012, this team consisted of representatives from the Departments of Human Services, Parks and Recreation, Neighborhoods, Transportation, and Planning and Development, as well as staff members

from the offices of Public Health and Sustainability and Environment. This team was instrumental in the preparation of Seattle’s first Food Action Plan a decade ago, and the group as it stands today is coordinating the first update of that plan in 2022. In the meantime, the group has met and published progress reports expressing successful Food Action Plan implementation using measures such as pounds of food grown, dollars of fresh produce provided to low-income recipients, and number of fruit trees planted.

Convening such a group would not only offer the chance to monitor City Agriculture Plan implementation, but also ensure that the City has staff members across departments that can include food and agriculture-related initiatives in other plans, such as the City’s comprehensive plan, small area plans, and park plans, as well as the Alpharetta’s Wild Side program which is housed in the City’s Public Works department. Dedicated quarterly meetings will allow departments to discuss and align their implementation activity and enable work to be done in a coordinated, collaborative manner.



RECOMMENDATION D-3:
Hold Internal City Meetings to Track Implementation and Align Food and Agriculture Goals

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » Cultivating a Sense of Place
- » Sustainable Stewardship
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Parks, Recreation, and Cultural Services

SUPPORT:

All City Departments

STARTING STEPS:

- » Designate staff members from each relevant department to be part of a food and agriculture working group.
- » Set dates on the calendar for quarterly meetings.
- » Develop and adjust performance metrics for action items from this plan.

RESOURCES:

1. [Championing Food Systems Change in Seattle, Washington](#)

RECOMMENDATION D-4:
Incentivize Food Businesses and Startups

Alpharetta has become known as a tech hub for its many startups and technology companies. The City has encouraged this status, establishing the Alpharetta Technology Commission in 2012, which has since become the independent [Tech Alpharetta](#) startup incubator. Alpharetta is also proactive about attracting new businesses that hire local residents. The Alpharetta Development Authority offers economic incentives to businesses that create jobs within Alpharetta through the [Local Jobs Creation Incentive](#), which can be used in conjunction with state tax credits as an economic development tool. This incentive program provides an additional \$500 tax credit for each job created in the City where a resident is hired and remains employed for at least one year. The credit prioritizes businesses that originate within Tech Alpharetta, awarding an additional \$250 per job created. Although the

program focuses strongly on biotechnology, the City could encourage Tech Alpharetta to seek out agricultural technology startups for incubation.

The City should consider utilizing existing economic development tools to prioritize startups and businesses related to local food, including businesses focused on agricultural innovation such as vertical agriculture and hydroponics, as well as restaurants and small businesses using locally grown ingredients. These tools could also be leveraged to attract the commercial kitchen facility described in Recommendation E-7. This recommendation would be best implemented in tandem with the local food branding program (Recommendation B-1) as part of a broader strategy to promote local food and agriculture businesses.



The Taste of Alpharetta festival is a showcase of Alpharetta’s restaurants and food businesses. Photo sourced from the Atlanta Magazine website.

RECOMMENDATION D-4:
Incentivize Food Businesses and Startups

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » Cultivating a Sense of Place
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Economic Development; Alpharetta Development Authority

SUPPORT:

Tech Alpharetta, Eatzos

STARTING STEPS:

- » Review the Alpharetta Economic Development Plan to identify potential actions that would benefit local food and agriculture businesses.
- » Investigate the feasibility of adding an additional credit to the Local Jobs Creation Incentives for jobs that involve local food.
- » Coordinate with Tech Alpharetta to host an informational event centered around agricultural technology.

RESOURCES:

1. [Local Jobs Creation Incentive](#)
2. [Tech Alpharetta](#)
3. [Alpharetta Economic Development Plan](#)
4. [Planning & Policy Brief: Incentivizing the Sale of Healthy and Local Food](#)
5. [Municipal Policy Options for Healthy Food Access in Stores and Restaurants](#)

RECOMMENDATION D-5:
Review City Landscaping and Procurement Practices

A topic that came up frequently during engagement for this plan was the responsibility of the City of Alpharetta to act as a leader and role model in terms of sustainable and locally-oriented practices and policies, specifically in the realm of landscaping and maintenance. The City should consider participation in an educational program like the free [Fruitful Communities](#) toolkit offered by [Roots Down](#). The process begins with a forum event which educates staff, elected officials, and residents about productive urban landscapes. The process can also include a policy audit to review landscaping practices and suggest sustainable alternatives. The organization provides technical training, which could be beneficial for Alpharetta’s Recreation, Parks, and Cultural Services and Public Works departments. [Community Foodscapes](#) is another organization that provides consultation on edible landscaping. The City could also consider certifying a park or greenspace that has been sustainably landscaped through the [Georgia Green Landscape Stewards Program](#), which is a University of Georgia Extension initiative to aid in sustainable land management practices.

Another area to consider implementing sustainability measures is procurement. The City of Cleveland, Ohio, adopted a [Local and Sustainable Purchasing ordinance](#) in 2010. Through the Local Producer, Local Food Purchaser, and Sustainable Business Program, the City offers bid discounts on bid contracts and evaluation credits on service contracts to businesses that are defined as either Local Producers (headquartered in the surrounding five counties), Sustainable Businesses (must be certified sustainable by a third-party program and based in the five-county area), or Local Food Purchasers (purchasing more than 20% of food produced in the surrounding 15 counties). Some certifying organizations include [Global Reporting](#), [Carbon Disclosure Project](#), and [Go Green Sustainability](#). While Alpharetta’s current [Procurement Policy](#) does include a preference for local vendors, and the City has pursued green procurement practices in the past, this could be revised to add additional preferences based on sustainable practices and certifications.



Native plant landscaping at Rodney Cook Sr. Park in Atlanta. Image sourced from the HDR website.

RECOMMENDATION D-5:
Review City Landscaping and Procurement Practices

TIMEFRAME:

Ongoing

ADDRESSES:

- » Supporting Local Growers
- » Sustainable Stewardship
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Finance; City of Alpharetta Recreation, Parks, and Cultural Services

SUPPORT:

City of Alpharetta Public Works; Roots Down; Community Foodscapes; UGA Extension

STARTING STEPS:

- » Apply for the Roots Down Fruitful Communities program or a similar technical assistance program.
- » Pursue training for Recreation, Parks, and Cultural Services and Public Works staff.
- » Review the City Procurement Policy and consider adding additional preferences for vendors using sustainable practices.

RESOURCES:

1. [Roots Down](#)
2. [Community Foodscapes](#)
3. [Georgia Green Landscape Stewards Program](#)
4. [City of Alpharetta Procurement Policy](#)
5. [Sustainable Purchasing Program Guidance: A Landscape Scan of Available Resources](#)

LONG-TERM STRATEGIES

RECOMMENDATION D-6:
Create a Local Food-Friendly HOA Pilot Program

One of the key themes which emerged from the community engagement phase of this plan was the effect of homeowners association (HOA) covenants, conditions, and regulations (CC&Rs) on the ability of homeowners to grow food and engage in other activities like composting on their property. Residents who attended the Community Conversations and respondents to the resident survey indicated that HOA rules were a major barrier to growing and raising food at home, for reasons ranging from restrictions dictating solely ornamental plantings in front yards and bans on beehives and chicken coops, to complex administrative processes to request permits for landscaping changes, tree removal, or building sheds and greenhouses.

It is difficult for the City of Alpharetta to assist residents in overcoming these obstacles, as the City does not regulate HOAs. However, it does maintain contact information for HOAs that choose to register and seeks to involve these registered HOAs in decisions that affect their residents, as well as having regular meetings where HOA leaders can interact with the Mayor. The City also conducts regular Community Zoning Information Meetings (CZIM) open to all residents to provide additional information and discussion on zoning matters. The City should consider using these existing networks and communication channels to advertise a pilot program where one HOA will be selected to participate in becoming “local food-friendly.” This could include amending approved plant lists to include edible plants, auditing and amending CC&Rs to make them more garden-friendly, such as allowing front yard edible gardens and composting, and/or establishing a community garden in common space. The City could provide matching funds for these efforts through FWA’s grant funding for implementation of this plan. If successful, this program could continue and accept applications on an annual basis.

The [City of Peoria, Arizona](#), is an outstanding example of municipal partnership with local HOAs. Like Alpharetta, the City of Peoria maintains a database of registered HOAs and contacts. Peoria administers two programs oriented around HOAs. The HOA Academy program provides monthly classes for HOAs centered around legal topics and best practices. Peoria’s HOA Grants program provides up to \$10,000 in funding dedicated towards projects that promote public safety, improve quality of life, and establish a sense of community. For the most recent cycle of grants, the City of Peoria limited applications for this grant to water conservation projects. The City of Alpharetta could use this engagement and programming as a basis for the Local Food-Friendly HOA Pilot Program, both by holding regular meetings to educate HOAs about steps they can take to make it easier for residents to grow and raise food, and through creating a grant program targeted at HOAs who take action to become local food-friendly.

RECOMMENDATION D-6:
Create a Local Food-Friendly HOA Pilot Program

TIMEFRAME:

Long-term

ADDRESSES:

- » Supporting Local Growers
- » Cultivating a Sense of Place
- » Sustainable Stewardship
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Community Development

SUPPORT:

City of Alpharetta Economic Development; HOAs

STARTING STEPS:

- » Establish parameters for pilot program (e.g. timeline for program, requirements for participation, grant or matching amount and funding source).
- » Utilize existing contacts for HOAs and meetings such as CZIMs to distribute information about the program and request applications.

RESOURCES:

1. City of Alpharetta HOA Registry
2. [City of Peoria HOA Programs](#)

RECOMMENDATION D-7:
Facilitate a Shared Commercial Kitchen Space

The City should consider attracting a commercial kitchen space that will allow small businesses to produce prepared food and value-added products. This facility could also be used for health and wellness programming, such as cooking and nutrition classes. A shared kitchen could also present opportunities to further educational partnerships, such as providing kitchen space to culinary students from Alpharetta High School, an idea that has been previously discussed as part of future plans for the Community Agriculture Program. Such a facility could also be pursued through a regional partnership with other North Fulton cities like Roswell or Johns Creek (Recommendation B-2), as the City of Roswell has existing kitchen facilities such as the culinary kitchen at East Roswell Park.

In South Carolina, the City of Florence repurposed a warehouse space as a commercial kitchen and business incubator, [City Center Market and Kitchen](#), as part of its Local Foods Initiative. The City of Florence rents the facility by the hour for use by small businesses and food truck vendors. The space includes a variety of appliances such as meat slicers and commercial ovens. In addition to offering a space for business incubation and classes on nutrition and food preparation, City of Florence hosts their farmers

market on the same property, offering a point of sale for value-added goods prepared at the kitchen and produce from local growers. The facility was financed through Tax Increment Financing (TIF) and complemented the creation of a surrounding overlay district.

A commercial kitchen would allow a local option for Alpharetta Farmers Market vendors who wish to prepare or preserve locally grown food, as there do not currently appear to be any shared kitchen spaces available within the area. Makers of sauces, jams, and other value-added products must either use home kitchens, which prevents wholesale distribution due to state licensing restrictions, or seek out commercial kitchens outside of Alpharetta. A shared commercial kitchen space could be part of a larger local food hub and provide economic opportunity for small business owners to both prepare and sell their food in Alpharetta. Such a facility could be attracted through revision of the Unified Development Code to codify commercial kitchen as a principal use permitted by right in the Light Industrial (L-I) and other appropriate zoning districts. It could also be pursued through economic development strategies.



The Florence City Center Market and Kitchen includes a space with an awning for farmers market vendors. Photo sourced from the Florence Downtown website.

RECOMMENDATION D-7:
Facilitate a Shared Commercial Kitchen Space

TIMEFRAME:

Long-term

ADDRESSES:

- » Cultivating a Sense of Place
- » **City Initiatives and Partnerships**

LEAD:

City of Alpharetta Recreation, Parks, and Cultural Services; City of Alpharetta Economic Development

SUPPORT:

Other North Fulton Cities; Alpharetta Business Association Board

STARTING STEPS:

- » Assess current inventory of City-owned facilities and properties to determine feasibility of building out commercial kitchen space.
- » Consider funding sources for the upfront costs of establishing a City-owned commercial kitchen, including funding from the North Point Tax Allocation District, Community Development Block Grant (CDBG) funding, and/or a portion of the FWA City Agriculture Plan implementation grant.
- » Explore the possibility of locating the commercial kitchen as part of a broader community food hub, potentially seeking technical assistance for planning a food hub through the EPA/USDA Local Foods, Local Places program.

RESOURCES:

1. [City Center Market](#)
2. [Local Foods, Local Places](#)
3. [The Role of Food Hubs in Local Food Marketing](#)



NEXT STEPS

This plan will be submitted to the City of Alpharetta’s Recreation Commission, Planning Commission, and City Council for their review, approval, and adoption. Upon adoption of the City Agriculture Plan, the implementation phase will begin. FWA is granting \$75,000 in funding to assist with this process, while the City is providing matching fiscal support. FWA will remain a partner during the implementation phase, as the steering committee and relevant City departments work to prioritize and take the starting steps on the recommendations provided by this plan.

This plan’s recommendations are categorized within each priority area by their status as a short-term, ongoing, or long-term prospect for implementation. Progress towards implementing all recommendations would be furthered by taking the immediate step of determining the staff members who will be part of an internal food team that meets regularly to align departmental strategies and monitor progress towards implementation, as suggested in Recommendation D-3.

Another key recommendation to address during the initial period of the implementation phase is the need for a community composting program (Recommendation C-1). This was of foremost concern for residents who provided feedback for this plan, as well as the highest priority recommendation identified by the steering committee during the planning phase. Identifying a means to implement a composting program also lays the groundwork for supporting community gardens and home growers through sustainably enhanced soil.

Finally, implementing an Urban Agriculture Ordinance and promoting local agriculture during the permitting process, as proposed in Recommendation D-2, would modify Alpharetta’s Development Code to proactively encourage residents to grow and raise their own food, as well as sending a clear message to developers that community gardens and pollinator-friendly are a desirable amenity within Alpharetta.



MATRIX OF RECOMMENDATIONS

MATRIX OF RECOMMENDATIONS

PRIORITY A: SUPPORTING LOCAL GROWERS	RECOMMENDATION	TIME-FRAME	LEAD	SUPPORT
	A-1. Facilitate the Creation of a Home Growers' Cooperative	Ongoing	Alpharetta Recreation, Parks, and Cultural Services; Community Agriculture Program	Alpharetta Farmers Market; Eatzos
	A-2. Expand Farmers Market Partnership and Offer Doubled SNAP/ EBT	Ongoing	Alpharetta Business Association; City of Alpharetta Economic Development	Wholesome Wave Georgia
	A-3. Strengthen Volunteer Support for Community Gardens and Other Programs	Ongoing	Alpharetta Recreation, Parks, and Cultural Services	Alpharetta Department of Information Technology
	A-4. Include Community Garden Space in Parks	Ongoing	Alpharetta Recreation, Parks, and Cultural Services	North Fulton Master Gardeners; FWA; UGA Extension
	A-5. Provide Workshops, Trainings, and Education	Ongoing	Alpharetta Recreation, Parks, and Cultural Services; Alpharetta Business Association	Fab Food Trucks; North Fulton Master Gardeners; Local Food Advocates; 99 Plants; Green Cell
	A-6. Establish a Community Seed Library and Tool Bank	Medium-term	Alpharetta Recreation, Parks, and Cultural Services	Additional North Fulton Cities; Fulton County Library; Atlanta Community Tool Bank
	A-7. Support Existing Farms	Long-term	Alpharetta Recreation, Parks, and Cultural Services	Athens Land Trust; American Farmland Trust; Georgia NRCS; The Conservation Fund - Working Farms Fund; Additional North Fulton Cities

	RECOMMENDATION	TIME-FRAME	LEAD	SUPPORT
PRIORITY A	A-8. Expand Community Agriculture Program	Long-term	Alpharetta Recreation, Parks, and Cultural Services Community Agriculture Program	City of Alpharetta Community and Economic Development
	B-1. Local Food Branding Program	Ongoing	Alpharetta Recreation, Parks, and Cultural Services	Alpharetta Business Association, Alpharetta Chamber of Commerce, Alpharetta Convention and Visitors Bureau
PRIORITY B	B-2. Form a North Fulton Local Food Working Group	Short-term	East Point Planning & Community Development, UAC	Related officials from other participating cities, Alpharetta Convention and Visitors Bureau
	C-1. Explore Community Composting Models and Pilot a Community Program	Medium-term	Alpharetta Recreation, Parks, and Cultural Services	Other garden and/or drop off site managers; Georgia Environmental Protection Department
PRIORITY C	C-2. Support Pollinators and Pollinator Habitats	Long-term	Alpharetta Natural Resources Commission	City of Alpharetta Recreation, Parks, and Cultural Services; City of Alpharetta Public Works; Innovation Academy STEM High School; Metro Atlanta Beekeepers Association; Cambridge High School Future Farmers of America beekeepers
	D-1. Strengthen Educational Partnerships	Ongoing	Alpharetta Parks, Recreation, and Cultural Services; Alpharetta Economic Development	Fulton County Schools, North Fulton Young Farmers, Future Farmers of America (FFA) Chapter at Cambridge High School, USDA
PRIORITY D	D-2. Promote Local Food through Policy and Permitting	Ongoing	Alpharetta Community Development	Alpharetta Recreation, Parks, and Cultural Services
	D-3. Hold Internal City Meetings to Track Implementation and Align Food and Agriculture Goals	Ongoing	Alpharetta Parks, Recreation, and Cultural Services	All City Departments

	RECOMMENDATION	TIME-FRAME	LEAD	SUPPORT
PRIORITY D: CITY INITIATIVES & PARTNERSHIPS	D-4. Incentivize Food Businesses and Startups	Ongoing	Alpharetta Economic Development; Alpharetta Development Authority	Tech Alpharetta; Eatzos
	D-5. Review City Landscaping and Procurement Practices	Ongoing	Alpharetta Finance; Alpharetta Recreation, Parks, and Cultural Services	Alpharetta Public Works; Roots Down; Community Foodscapes; UGA Extension
	D-6. Create a Local Food-Friendly HOA Pilot Program	Long-term	Alpharetta Community Development	Alpharetta Economic Development; HOAs
	D-7. Facilitate a Shared Commercial Kitchen Space	Long-term	Alpharetta Recreation, Parks, and Cultural Services; Alpharetta Economic Development	Other North Fulton Cities; Alpharetta Business Association Board

APPENDIX





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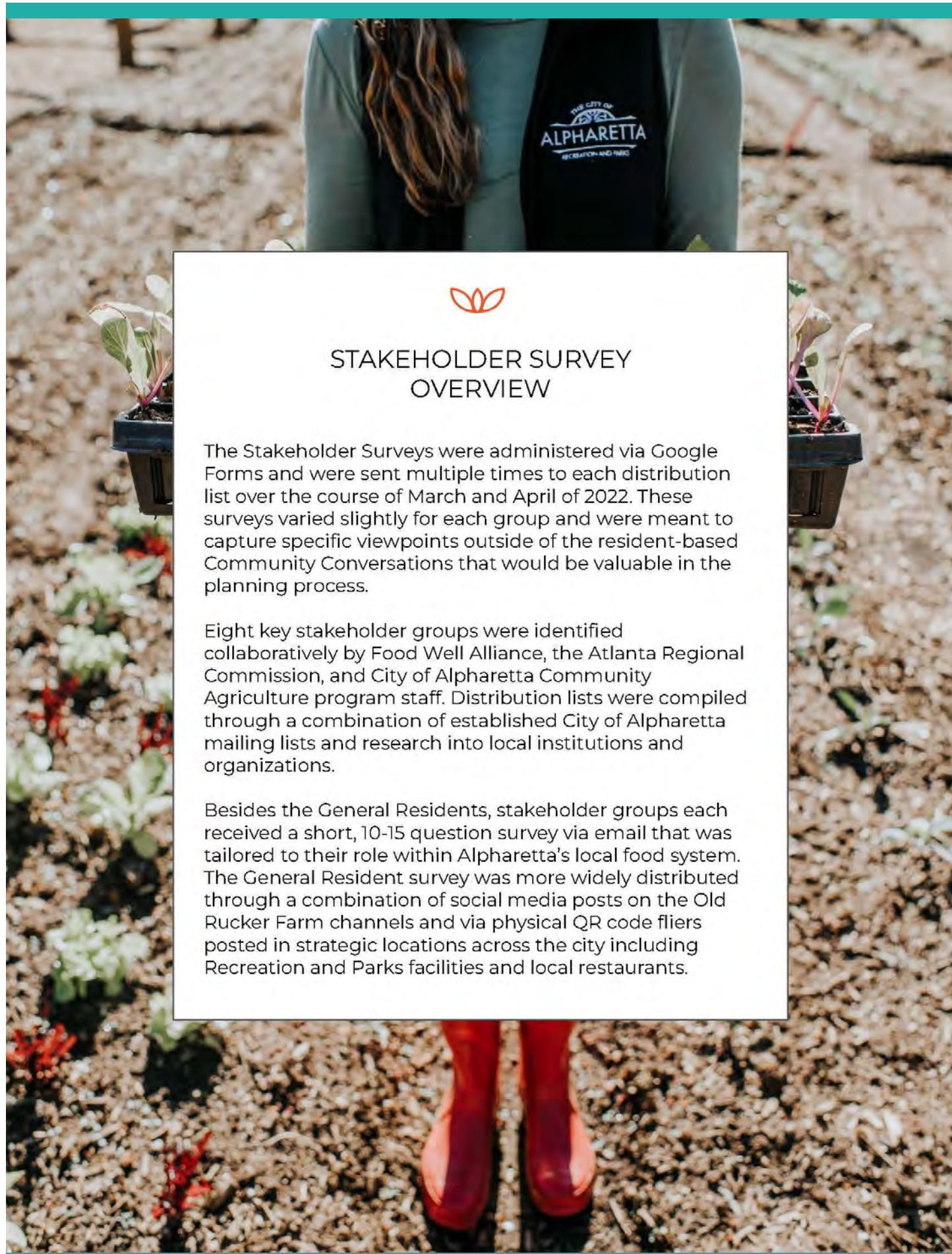


EXECUTIVE SUMMARY

A City Agriculture Plan is a set of short term and long term recommendations that provide a roadmap for a city to achieve its vision of creating a vibrant and sustainable community food system over the next 5-10 years. The City Agriculture Plan process intentionally incorporates a community engagement phase to ensure that residents and local food leaders can help identify ways that local food can be integrated into their City's existing plans and programs.

This report summarizes the Community Engagement phase of the Alpharetta City Agriculture Plan during the spring of 2022. This work was led by Food Well Alliance (FWA), a metro Atlanta based non-profit working to support an equitable, local food ecosystem in which everyone can participate and benefit. The primary goals of the Community Engagement phase prior to the Atlanta Regional Commission's Planning phase were:

1. To create accessible opportunities for diverse community residents to voice their opinions, concerns, and values regarding Alpharetta's local food system, and
2. To summarize existing community food assets and community feedback for Alpharetta's city leadership and City Agriculture Plan Steering Committee to uplift existing work and highlight strategic opportunities for growth and connection.



STAKEHOLDER SURVEY OVERVIEW

The Stakeholder Surveys were administered via Google Forms and were sent multiple times to each distribution list over the course of March and April of 2022. These surveys varied slightly for each group and were meant to capture specific viewpoints outside of the resident-based Community Conversations that would be valuable in the planning process.

Eight key stakeholder groups were identified collaboratively by Food Well Alliance, the Atlanta Regional Commission, and City of Alpharetta Community Agriculture program staff. Distribution lists were compiled through a combination of established City of Alpharetta mailing lists and research into local institutions and organizations.

Besides the General Residents, stakeholder groups each received a short, 10-15 question survey via email that was tailored to their role within Alpharetta's local food system. The General Resident survey was more widely distributed through a combination of social media posts on the Old Rucker Farm channels and via physical QR code fliers posted in strategic locations across the city including Recreation and Parks facilities and local restaurants.



Stakeholder Survey Methodology

Stakeholder Groups & Response Rates

General Resident Distribution: n/a Responses: 72	City Officials Distribution: 32 Responses: 11	Educators/Parents Distribution: 62 Responses: 11	Growers Distribution: 46 Responses: 7
Food Businesses Distribution: 121 Responses: 7	Faith Based Orgs Distribution: 26 Responses: 2	HOA Leaders Distribution: n/a Responses: 0	Farmers Market Distribution: n/a Responses: 0

Each of the 110 stakeholder surveys contained three common questions to serve as a baseline for the community feedback:

1. What does local food mean for you in Alpharetta?

This question is meant to establish a shared understanding of the parameters of planning around the "local" food system in Alpharetta. Local and regional food systems do not conform to municipal boundaries, so this feedback gives an idea of the community's view of local food and agriculture. The availability of products can vary based on proximity to local producers, accessibility to points of sale, and seasonality.

2. What is Alpharetta doing right in terms of local food?

This question is meant to give insight into the community's level of familiarity with Alpharetta's current food and agricultural assets and programming. A lack of knowledge regarding ongoing work could highlight the need for more marketing efforts.

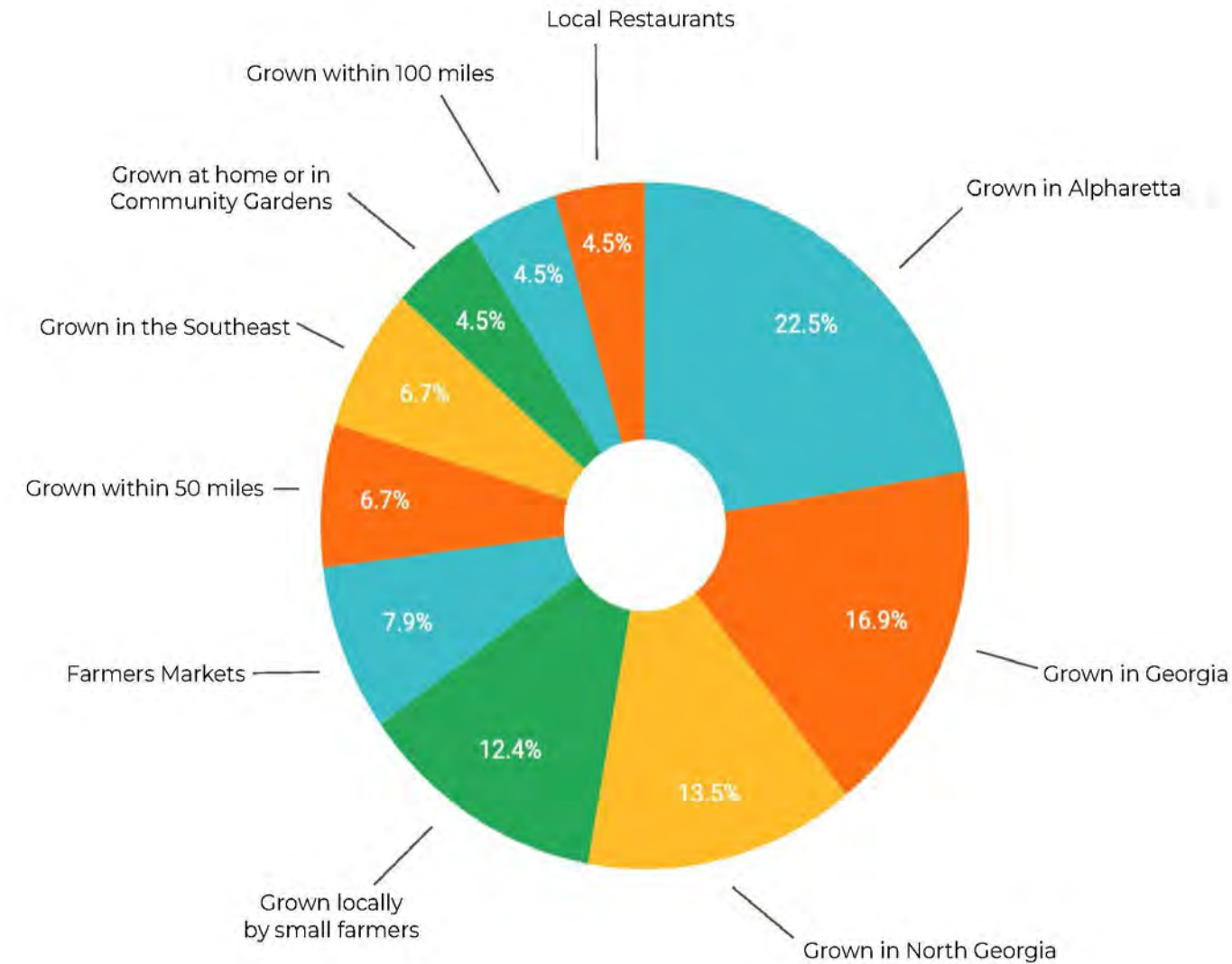
3. What could Alpharetta do better in terms of local food?

This question is meant to establish a baseline for residents to share their main priorities regarding the growth and development of Alpharetta's local food system and what they would like to see more of.



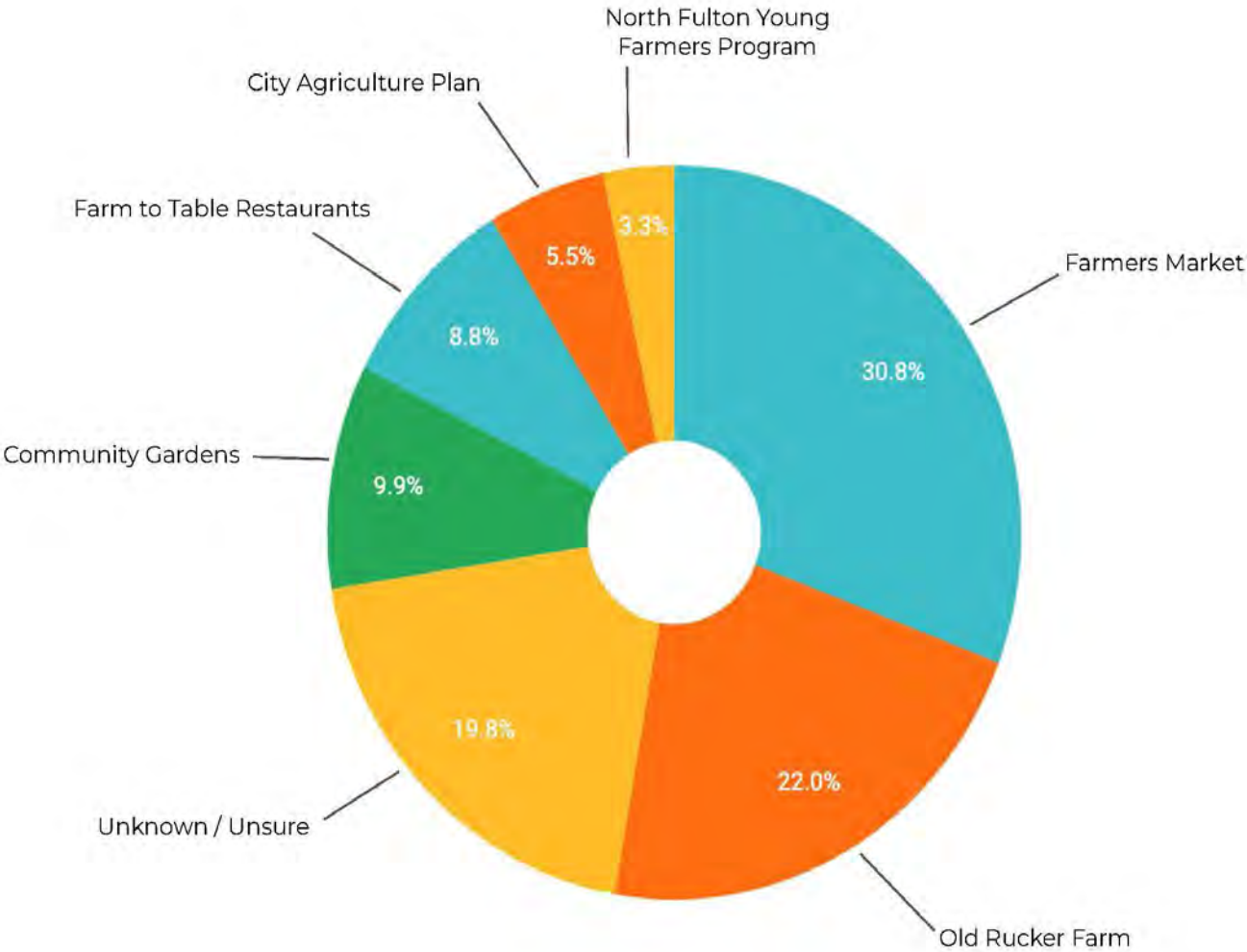
Stakeholder Survey Collective Responses

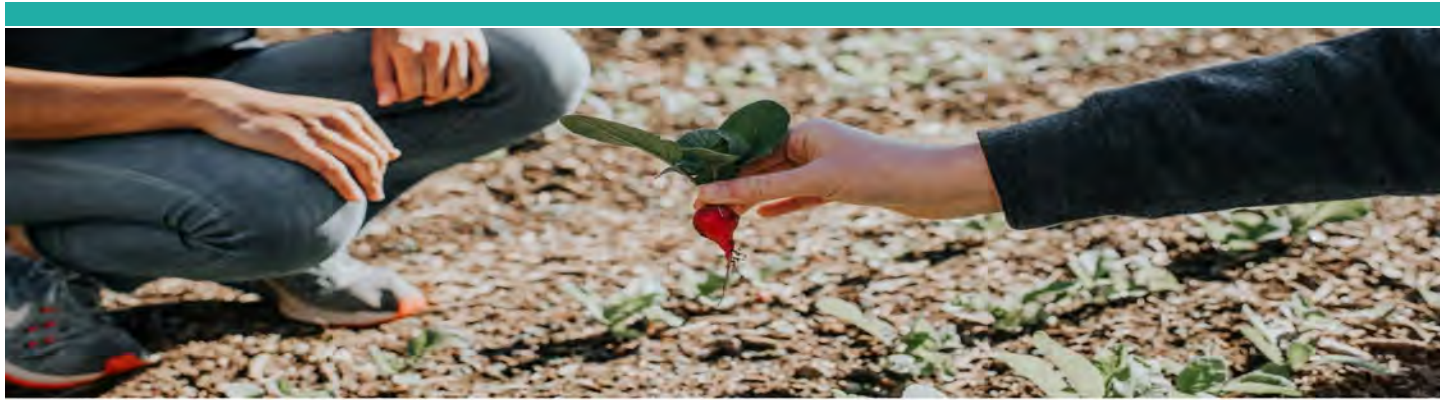
What does local food mean for you in Alpharetta?



Stakeholder Survey Collective Responses

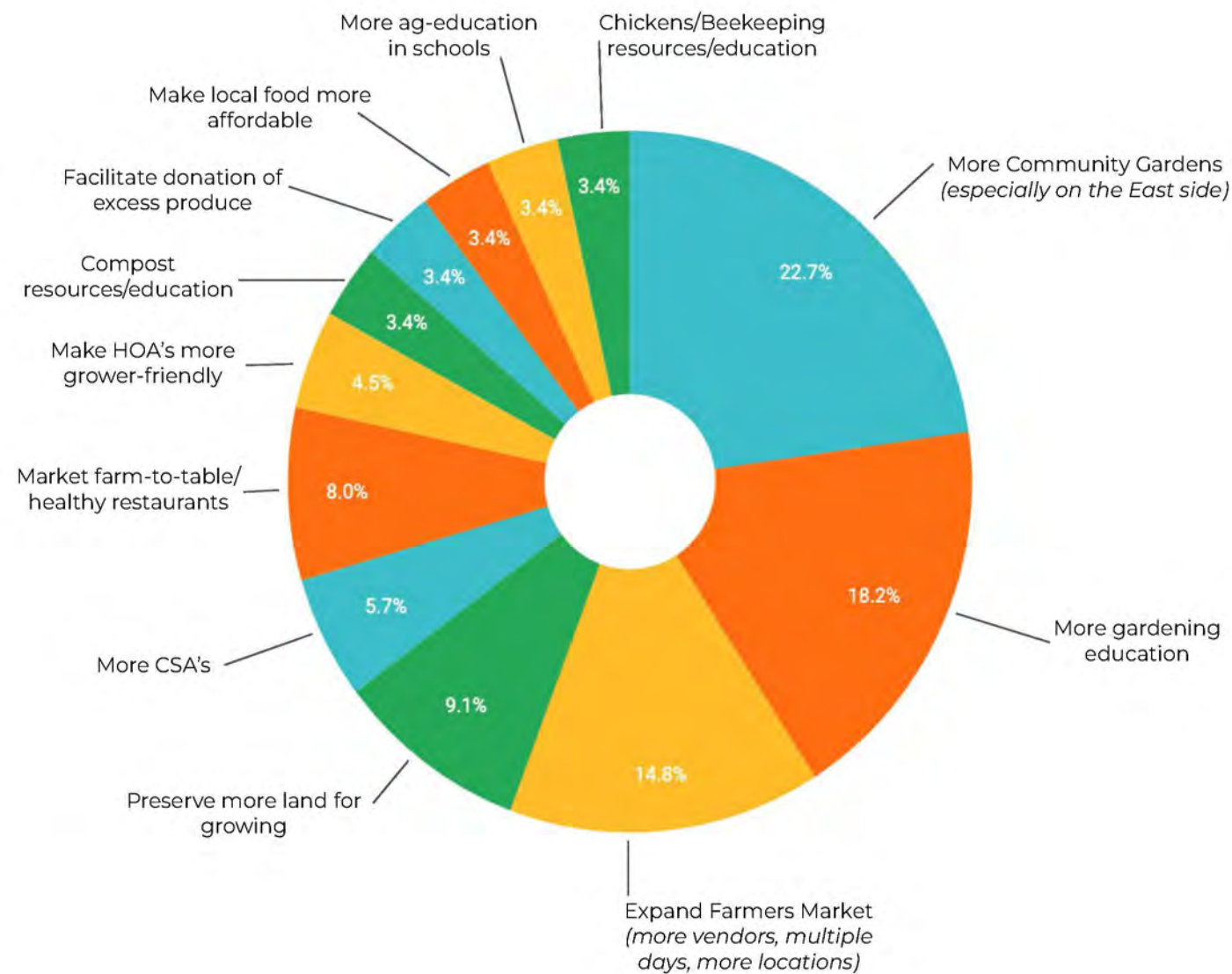
What is Alpharetta doing right in terms of local food?





Stakeholder Survey Collective Responses

What could Alpharetta be doing better in terms of local food?



General Resident Survey Response Highlights

72 Alpharetta resident responses

Alpharetta residents' practices at home

58.3 %

Of respondents grow food at home using a variety of methods

53.3 %

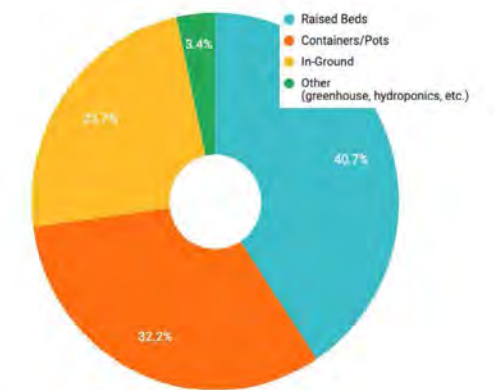
Of respondents that grow food at home would participate in a home growers cooperative to sell or donate excess produce

20.8 %

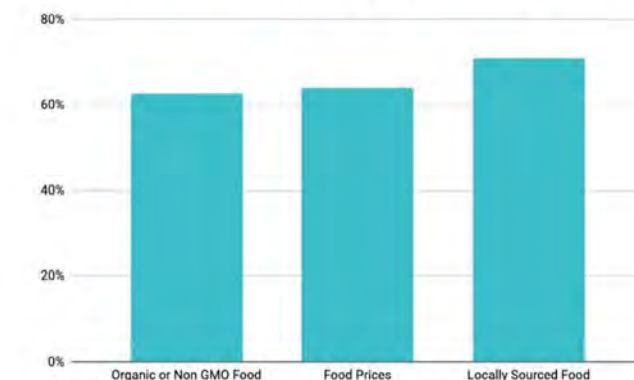
Of respondents compost food and yard waste at home using tumblers, small tubs/bins, wire structures, piles and subsurface bins

0 %

Of respondents keep chickens or bees at home



What do Alpharetta residents rate as "somewhat" or "very" important in their food purchasing decisions?





General Resident Survey Response Highlights

Alpharetta residents' recommendations for the City Agriculture Plan

- ❖ Offer Community Education
 - Ensure accessibility: evening/weekend classes, in-person and virtual
 - Information on growing food, seed saving, keeping chickens, canning and preserving, food safety, packaging and selling value added products
 - Guide to restaurants and organizations that use local food
- ❖ Increase Community Food and Agriculture Resources
 - Tool lending program
 - Community commercial kitchen for processing and education
 - Land access: more community gardens, especially on the East side and at apartment complexes
 - Distribute seeds/seedlings, compost/soil amendments
 - UGA Cooperative Extension office in Alpharetta
 - Agrotourism guide
- ❖ Focus on Sustainability
 - Community-wide composting (including yard waste)
 - ARC Green Community certification
 - Limit pesticide and herbicide use
 - Increase edible and pollinator plantings throughout city
- ❖ Make Local Food More Accessible
 - Broaden Farmers Market offerings: more days, more produce vendors, better parking, multiple locations

Alpharetta residents' issues with various Homeowners Associations regarding food and agriculture

- ❖ Prevent raised beds in common areas - no ability to grow communally
- ❖ Require landscape architecture plans and permits in addition to city approval to remove trees - properties are often too shady to grow
- ❖ Limits on spacing of garden plots ie. not allowed past back corner of house
- ❖ Limits on "natural" plantings ie. preventing anything other than ornamentals in front yards
- ❖ Often prohibited:
 - Greenhouse structures
 - Fences or other barriers to keep wildlife out of gardens
 - Chickens
 - Beehives
 - Composting



General Resident Survey Quotes

"Community Gardens should be encouraged and planned, with space set aside to encourage people to come together and get back to basics and develop a passion for growing and enjoying heirloom vegetable gardens."

"I love Old Rucker Farm and despite my frustration with large developers coming into my hometown and clear-cutting lands and habitats to build fancy homes - Old Rucker farm has given me hope and I wish to see more efforts like this for the well-being of my generation and future generations"

"Provide more community gardens. At the Alpharetta Community Garden, there are many people on the waiting list to get in. The residents want to be able to garden but do not have space at home. Also encourage/support people to get involved in growing in their yards and possibly hosting those who want to garden but don't have the space."

"Local food prices at the farmers market are way too high because this is Alpharetta. Similar vendors at the Grant Park Farmers Market have much more reasonable prices for the exact same things. There are also too many vendors that don't sell grocery type foods. It's not a great place to shop for weekly food and I'd prefer the rule to be local producers only."

"I think it may be too late to fix what could be improved. Zoning should not have changed from ag so rapidly. We moved here 10 years ago and have honestly been shocked at the level of destruction to nature that has taken place to allow development. Once it's gone, there is no going back."

"Provide a local source for the land and education for residents. Centralized so that people with the same interests can interact and learn from each other. Provide resources to have access to decent land (good sun), quality seeds, quality fertilizer and how to put the three together."

"We have such great diversity! Celebrate that with the different produce that we can grow here and flavors the global cuisines, no need to import it."

"Plant fewer ornamentals, but fruit trees and pollinator strips instead wherever Parks & Rec or construction work is done. partner with/incentivize real estate, companies and restaurants that are interested in green roofs for growing produce."



City Officials Survey Response Highlights

11 Alpharetta city official responses

81.8%

Of respondents stated local food was “somewhat” or “very” important to their residents served

Issues raised by residents to city officials include:

- ❖ Limited availability of garden plots
- ❖ Space requirements for raising backyard chickens

Alpharetta City Officials’ recommendations for the City Agriculture Plan

- ❖ Create a centralized or municipal composting program
- ❖ Create a strategy for recommending food/ag friendly practices for HOAs
- ❖ Connect food and agriculture efforts to other city initiatives including:
 - Greenspace preservation strategies
 - Stormwater management strategies
 - Art, music, and history programs
- ❖ Promote community education on:
 - Opportunities to donate excess food
 - Current food and ag organizations and events - increase marketing efforts
 - Local farm to table restaurants
- ❖ Work with residential and commercial developers to designate greenspace and growing space in new and existing multi-family housing, apartment buildings, office complexes, and mixed use developments
- ❖ Designate city owned land for growing including:
 - More community gardens in parks
 - More edible and pollinator friendly landscaping
- ❖ Expand agricultural education to more schools outside of Cambridge High School, focus on elementary and middle school programs to feed into established high school programs



Educators & Parents Survey Response Highlights

11 Alpharetta educator and parent responses

100%

Of respondents stated food and agriculture education was “somewhat” or “very” important to them

9

Schools represented in survey

- ❖ **Cambridge High School:** garden program, compost program, uses locally sourced food
- ❖ **Cogburn Woods:** garden program, compost program, uses locally sourced food
- ❖ **New Prospect Elementary:** uses locally sourced food

Alpharetta schools’ barriers to local food and agriculture programming

- ❖ Lack of staff/parent capacity to sustainably support a program
 - Have a garden club, but no succession plan for management
 - Have space for a garden, but no one available to cultivate
 - Have interested students, but no one to organize them
 - Have legacy gardening/composting programs that died out without support
- ❖ Lack of resources
 - Have a staffed and interested garden club, but no resources to expand to growing food
 - Have a garden as part of the school’s “continuous improvement plan,” but no immediate plans to develop



Educators & Parents Survey Response Highlights

Alpharetta educators and parents suggestions for improving food and agriculture programming in schools

- ❖ Provide assistance to schools to procure resources necessary for gardening and composting programs
 - Grants for seeds/seedlings, soil/compost, garden bed materials, small gardening tools, signage, compost bins, etc.
- ❖ Provide educational and programmatic materials
 - Toolkit for starting a school garden
 - Methods for integrating agricultural education into existing curricula
 - Information on composting methods and the science behind them
 - Planting and harvesting schedule for local varieties
- ❖ Provide assistance with management
 - Help needed to harvest and water during summer months
 - Coordinate interested educators and parents for networking and best practice sharing

"We would love funds to support these things happening in our school. We are really tight on money due to educational cuts and people to help us run these types of things. We have a "gardening club" but they don't do anything but clean up right now. The kids are really excited but our lack of resources prevent us from doing a lot."

"I don't know if the schools in Alpharetta are equipped with kitchen and personnel to prepare and cook food from scratch."

"We have to find a way to engage students as stakeholders. They have to understand the benefits of local food and agriculture and what they can do to make a difference."

"We would love to have people come talk to our students about what Alpharetta is doing in terms of agriculture. Our students have no clue where their food comes from and this would be eye opening."

"Yes! I want a garden and a composting process and have students who are interested in helping; however, I do not have adults who can take on one more thing."

"Working on a grant to build gardens in schools would be amazing. Students want to learn and love working with their hands."



Growers Survey Response Highlights

7 Alpharetta Grower responses

71.4%

Of respondents felt "somewhat" or "very" disconnected from the Alpharetta local food system

42.8%

Of respondents either sell products locally or donate excess produce to local organizations

Recommendations for increasing grower support in Alpharetta

- ❖ Farmers Market
 - Assistance with high booth fees
 - Allow small growers to come 1x/month and/or share booth space
 - Increase opportunities for small local sales
 - Winter covered market, additional days, additional locations
- ❖ Marketing
 - Assistance with marketing small local producers (as a collective?)
 - Highlight local organizations that do or want to procure local food
- ❖ Available growing space
 - Increase community garden plots available for interested growers
 - Work with HOAs to amend boilerplate language barring certain gardens, composting, and/or chickens and bees
 - Extend the city's community agriculture program to additional sites to help with garden/farm management and marketing
 - Adopt a more holistic approach to development - Alpharetta is losing viable green and growing space to rapid construction
- ❖ Education
 - Offer classes on farm business, marketing, processing value added products, composting, keeping chickens, bees, etc.
 - Expand agricultural programs offered in schools to create a pipeline of qualified and interested growers



Food Business Leaders Survey Response Highlights

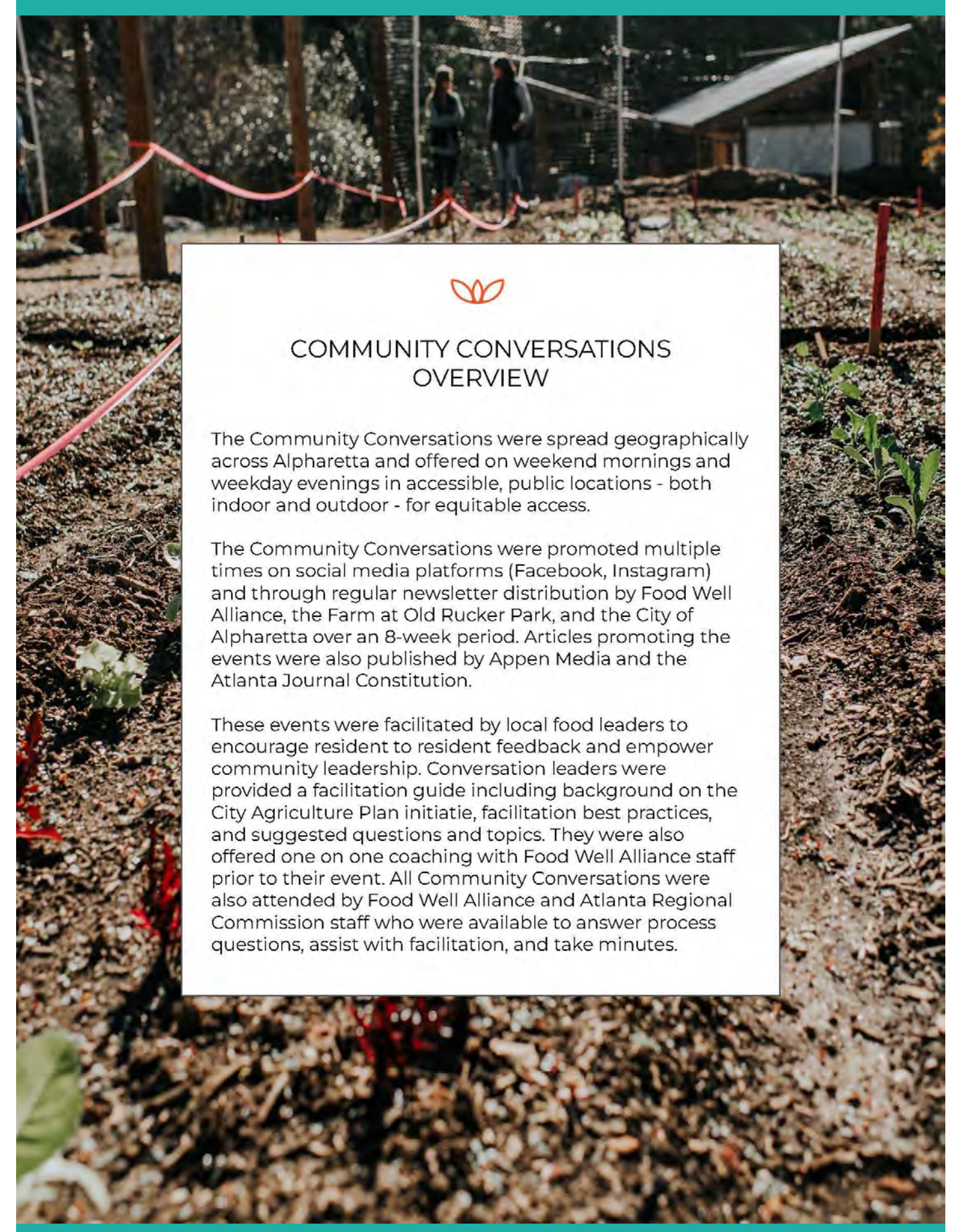
7 Alpharetta Food Business leader responses

71.4% Of respondents felt “somewhat” or “very” disconnected from the Alpharetta local food system

71.4% Of respondents stated that eating local food is “somewhat” or “very” important to their customers

Barriers to sourcing local food in Alpharetta

- ❖ Scale
 - Not enough local producers large enough to consistently satisfy commercial contracts
 - Local products less likely to be certified/inspected, quality can be less trustworthy for purchasers
- ❖ Pricing
 - Local producers cannot compete with conventional agriculture pricing - adjusting sourcing can make or break restaurant margins
- ❖ Marketing/Consumer Education
 - City of Alpharetta could assist with marketing of local food businesses that do source locally and connecting local producers with purchasers
 - Could lead the way in mandating local food procurement for certain percentages of city events/uses
 - Assist with marketing the general benefits of consuming local food, supporting local food economies, and eating seasonally
- ❖ Other suggestions
 - Municipal or centralized compost with pick up options would be useful for restaurants interested in diverting food waste from landfills
 - Need composting options that



COMMUNITY CONVERSATIONS OVERVIEW

The Community Conversations were spread geographically across Alpharetta and offered on weekend mornings and weekday evenings in accessible, public locations - both indoor and outdoor - for equitable access.

The Community Conversations were promoted multiple times on social media platforms (Facebook, Instagram) and through regular newsletter distribution by Food Well Alliance, the Farm at Old Rucker Park, and the City of Alpharetta over an 8-week period. Articles promoting the events were also published by Appen Media and the Atlanta Journal Constitution.

These events were facilitated by local food leaders to encourage resident to resident feedback and empower community leadership. Conversation leaders were provided a facilitation guide including background on the City Agriculture Plan initiative, facilitation best practices, and suggested questions and topics. They were also offered one on one coaching with Food Well Alliance staff prior to their event. All Community Conversations were also attended by Food Well Alliance and Atlanta Regional Commission staff who were available to answer process questions, assist with facilitation, and take minutes.



Community Conversation Summary

- 3/19/22 ● Old Rucker Farm - 38 attendees
- 3/24/22 ● Preston Ridge - 8 attendees
- 3/26/22 ● Preston Ridge - 4 attendees
- 3/31/22 ● Amana Academy - 13 attendees
- 4/2/22 ● Community Center - 15 attendees
- 4/23/22 ● Old Rucker Farm - 16 attendees



Community Engagement Themes

The following pages summarize the key themes as drawn from community feedback from both the 110 Stakeholder Surveys and the 6 Community Conversations.

- ❖ Education
- ❖ Increasing Access to Locally Grown Food
- ❖ Community Connectivity and Empowerment
- ❖ Homeowners Associations
- ❖ Sustainability and Greenspaces
- ❖ Compost and Reducing Food Waste



THEME I: EDUCATION

- ❖ Expand agricultural programs at all levels of education across multiple schools and creating a pipeline for agricultural education
 - Provide guidance and support for new FFA programs at Milton High School and Alpharetta High School
- ❖ Expand curriculum tie ins
 - Research full breadth of 30+ CTAE agriculture-related pathways
- ❖ Expand opportunities for teacher training and networking
 - Establish network of interested school administrators and educators to meet regularly with guidance from North Fulton Young Farmers leadership
- ❖ Offer suite of resources to new and existing school garden and farm education programs
 - Monetary grants, garden supplies (garden bed materials, small garden tools, hoses, etc), soil and compost, seeds and seedlings, signage
- ❖ Provide educational and programmatic materials
 - Toolkit for starting a school garden
 - Information on composting methods and the science behind them
 - Planting and harvesting schedule for local varieties
- ❖ Assist with coordinating volunteers, especially for harvest and watering over the summer months

Potential Partners

- ❖ Future Farmers of America
- ❖ North Fulton Young Farmers
- ❖ Old Rucker Farm
- ❖ School programs: Alpharetta High School, Amana Academy, Cambridge High School, Cogburn Woods Elementary School, Fulton Science Academy, New Prospect Elementary School, The Lionheart Academy

"We have to find a way to engage students as stakeholders. They have to understand the benefits of local food and agriculture and what they can do to make a difference."

"Working on a grant to build gardens in schools would be amazing. Students want to learn and love working with their hands. Offering composting bins for schools would be amazing."



THEME II: INCREASING ACCESS TO LOCALLY GROWN FOOD

- ❖ Encourage the formation of new local food and agriculture organizations
 - City-promoted incubator for new local agriculture organizations
- ❖ Support production of local value added products
 - Explore spaces for a community food kitchen for processing and packaging of products
- ❖ Expand local food points of sale beyond Farmers Market
 - Explore creation of co-op for local food - see Living Well Farmers Market in Suwannee as a case study
 - Incentivize other food businesses, markets, and grocery stores to source and advertise locally grown food
- ❖ Expand Farmers Market offerings
 - Expand access to local food to SNAP recipients by doubling EBT at Farmers Markets
 - Recruit additional local produce vendors
 - Offer additional days, explore additional locations, consider winter market
 - To support small growers, offer assistance with booth fees and consider allowing booth rotations
- ❖ Create guide to local food in Alpharetta and assist with marketing local growers and organizations using local food and products
 - Include benefits of supporting local food economies and eating seasonally

Potential Partners

- ❖ Farmers Markets: Alpharetta Farmers Market, Halycon Farmers Market
- ❖ Farms: Old Rucker Farm, Moss Hill Farm
- ❖ Restaurants Sourcing Local Food: 7 Acre Bar & Grill, Fellows Café Local Expedition Wood-Fired Grill, Farm to Ladle, Gracious Plenty Bakery & Breakfast
- ❖ Milton's Cuisine and Cocktails, South Main Kitchen, Table & Main

"Community education on how to package and sell produce as well as local county and state regulations. A community commercial kitchen would be huge and unique."

"Bring more produce to the farmers market - offer incentives, discounts, assistance setting up tents and tables, etc, anything we can do to bring more produce to our Farmer's Market."



THEME III: COMMUNITY CONNECTIVITY & EMPOWERMENT

- ❖ Expand diverse volunteer opportunities related to food and agriculture
- ❖ Break down silos of work between food and agriculture organizations
- ❖ Support access to resources and training for home growers
 - Creating a community seed bank
 - Creating a community toolbank
 - Funding home growing startup toolkit including materials, resources, seedlings, etc. out of Old Rucker Farm
 - Connect home growers through cooperative model in which excess produce is pooled and distributed
- ❖ Expand community education on food and agriculture topics
 - Growing food, seed saving, keeping chickens, canning and preserving, food safety, packaging and selling value added products, etc.
- ❖ Connect City Agriculture Plan to current and future art, music, and history based programming to build community

Potential Partners

- ❖ Old Rucker Farm
- ❖ 99 Plants
- ❖ Green Cell
- ❖ City of Alpharetta
- ❖ City of Alpharetta libraries and community centers
- ❖ City of Alpharetta Arts Center

"Grower support. Provide resources to have access to decent land (good sun), quality seeds, quality fertilizer and how to put the three together."

"A few suggestions..seed bank at the library (do I really need all 100 heirloom tomato seeds that came in this packet?), more community gardens (why is Wills Park the only one?), work with HOA/apartment complexes to make garden beds possible, and the opportunity to trade (not sell) excess food."



THEME IV: HOMEOWNERS ASSOCIATIONS

- ❖ Incentivize HOAs to allow for expanded agricultural and composting activity
- ❖ Create HOA network to share best practices for amending by-laws, supporting community gardens, expanding native/pollinator plantings in common spaces
- ❖ Propose model by-law language removing barriers to growing including
 - Allowing for raised beds or other forms of growing in common areas to encourage communal growing
 - Allowing for side and/or front yard gardens, allowing homeowners to take advantage of optimal growing spaces
 - Allow for non-ornamental plantings in side and front yards
 - Allow for well-managed composting at home
 - Consider allowances for keeping chickens and/or bees, erecting small greenhouse structures, fencing in growing spaces to exclude pests

Potential Partners

- ❖ City of Alpharetta
- ❖ Various Homeowners Associations
- ❖ Atlanta Regional Commission

"We need to encourage local HOAs to allow food gardens, and ensure close by pieces of land are turned into managed community gardens."

"Promoting growing food at home so that it is easier to justify such setup in front of HOA. Think about expanding community gardens. Maybe even handing out some native edible plants/seeds."



THEME V: SUSTAINABILITY & GREEN SPACES

- ❖ Leverage use of passive park space for pollinator gardens and community gardens
 - Explore supporting public works training as arborists/garden managers
- ❖ Explore options for less toxic weed and pest management across the city
 - Develop integrated pest management program at city level to reduce use of herbicides, pesticides
 - Explore certification as pollinator friendly/bee friendly city
- ❖ Incentivize new and existing developments to incorporate green and growing spaces as a community amenity
- ❖ Encourage use of other public/private green spaces for growing
 - Allow native/pollinator/produce plantings as part of tree recompense program
- ❖ Explore tax incentives for preservation of land for agricultural use and/or conservation easements
 - Examine Conservation Fund's Working Farm Fund as model
- ❖ Connect City Agriculture Plan to current stormwater management strategies

Potential Partners

- ❖ City of Alpharetta
 - Alpharetta Parks and Recreation, Public Works
- ❖ New and existing developers operating with City of Alpharetta
- ❖ Mixed-use development managers
- ❖ Apartment complex managers
- ❖ Office space property managers

"We should incentivize developers to incorporate pocket gardens in their plans."

"Introduce vertical gardening, provide more food planters and containers that fit the downtown landscape look and feel. Stop building more townhouses and ensure enough land is close by for growing things for the community."



THEME VI: COMPOST & REDUCING FOOD WASTE

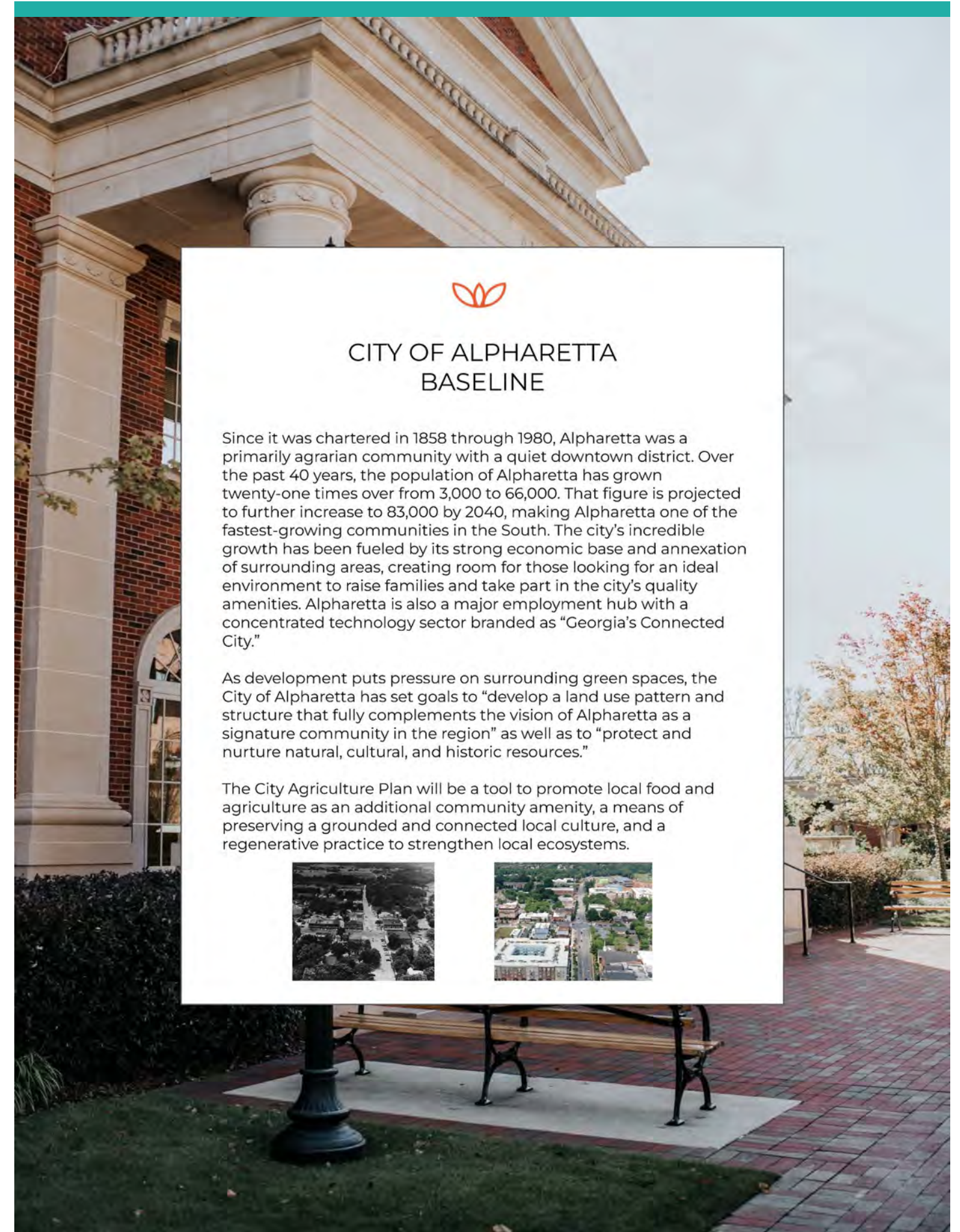
- ❖ Increase opportunities for community composting
- ❖ Support access to resources and education for composters of various levels
- ❖ Explore options for compost collection at recycling drop off points or other centralized locations
- ❖ Incentivize donation of excess food and/or composting of excess food waste
 - Explore partnerships with coordination/collection organizations

Potential Partners

- ❖ City of Alpharetta
- ❖ Local organizations and institutions diverting food waste: restaurants, schools, apartment complexes, hotels etc.
- ❖ CompostNow
- ❖ Concrete Jungle
- ❖ Second Helpings Atlanta
- ❖ North Fulton Community Charities
- ❖ Republic Services

"No, I do not compost at home, but I would like to incorporate. I need support through information on how to properly compost and what equipment to use."

"I want to see education on recycling and waste management with composting services for businesses and residents. The city needs to publish a sustainability report and strive to make efforts towards that."



CITY OF ALPHARETTA BASELINE

Since it was chartered in 1858 through 1980, Alpharetta was a primarily agrarian community with a quiet downtown district. Over the past 40 years, the population of Alpharetta has grown twenty-one times over from 3,000 to 66,000. That figure is projected to further increase to 83,000 by 2040, making Alpharetta one of the fastest-growing communities in the South. The city's incredible growth has been fueled by its strong economic base and annexation of surrounding areas, creating room for those looking for an ideal environment to raise families and take part in the city's quality amenities. Alpharetta is also a major employment hub with a concentrated technology sector branded as "Georgia's Connected City."

As development puts pressure on surrounding green spaces, the City of Alpharetta has set goals to "develop a land use pattern and structure that fully complements the vision of Alpharetta as a signature community in the region" as well as to "protect and nurture natural, cultural, and historic resources."

The City Agriculture Plan will be a tool to promote local food and agriculture as an additional community amenity, a means of preserving a grounded and connected local culture, and a regenerative practice to strengthen local ecosystems.





City Demographics

Population

65, 818 Total

Age & Sex

< 5 years old	5.6%
<18 years old	25.7%
>65 years old	10.1%

Male/Female	50.0/50.0%
-------------	------------

Other

Veterans	1,984
Foreign-born	29.1%

Race

White	59.5%
Black	12.2%
Asian	23.0%
> Two Races	3.7%
Hispanic/Latino	8.0%

Housing

Total housing units	23,958
Single family detached	57%
Multi-family	30%
Townhomes	9%
Small multi-family (2-4 units)	4%

Avg. persons per household	2.76
Median rent	\$1,464
Owner occupied	67.7%
Median home value	\$447,400
(Inc. by \$285k 2014-2019)	

Education

High school or higher	96.7%
Bachelor's degree or higher	69.9%

Economy

Median household income	\$119,568
Persons in poverty	5.1%
>16 yo in labor force	72.0%
>16 yo female in labor force	63.1%
All businesses	9,144
Women-owned businesses	2,804
Minority-owned businesses	2,234
Office buildings >15k sq. ft.	40 (10% of metro ATL large office inventory)

Geography

Square miles	26.91
Population per sq. mi.	2,138
Parkspace	339 acres
+Big Creek Greenway	459 acres
Tree canopy	53.2%

Demographics based on 2020 US Census data & Alpharetta Comprehensive Plan - Horizon 2040





Food & Agriculture Community Assets

COMMUNITY GARDENS

Old Rucker Farm Community Garden
Wills Park Community Garden
The Atley
St. Thomas Aquinas Giving Garden & Orchard

FARMS

Old Rucker Farm
Springwood Cashmere Farm
Good Life Flower Farm
Moss Hill Farm

SCHOOL GARDENS

Cambridge High School
Cogburn Woods Elementary
Alpharetta High School
Autrey Mill Nature Preserve
Amana Academy
The Lionheart School
Fulton Science Academy

FARMERS MARKETS

Downtown Alpharetta Farmers Market
Halcyon Farmers Market

OTHER LOCAL FOOD & AG ORGANIZATIONS

North Fulton Young Farmers
Georgia Native Plant Society
Cambridge High School FFA Chapter
Metro Atlanta Beekeepers Association (MABA)

FARM-TO-TABLE/ LOCALLY SOURCED FOOD SERVICE

Table & Main
South Main Kitchen
7 Acre Bar & Grill
Milton's Cuisine and Cocktails
Gracious Plenty Bakery & Breakfast
Fellows Café Local Expedition Wood-Fired Grill
Farm to Ladle

CSAs

Moss Hill Farm
Old Rucker Farm Agaretta Box



This map represents a geographic representation of proposed locations for new Community Gardens based on feedback from the 2040 Alpharetta Comprehensive Plan and the 2025 Recreation and Parks Master Plan processes.



LOW-ACCESS, NOT LOW-INCOME

LOW ACCESS IS DEFINED HERE AS CENSUS TRACTS WHERE MORE THAN A THIRD OF THE POPULATION IS MORE THAN 1 MILE FROM THE NEAREST SUPERMARKET OR LARGE GROCERY STORE.

SUMMARY

The findings from this Community Engagement work will be used to inform the Planning Phase of the Alpharetta City Agriculture Plan. The key themes and project ideas shared by Alpharetta residents will be incorporated into the plan's development and recommendations for action.

From April through September of 2022, the Atlanta Regional Commission (ARC) will lead a diverse Steering Committee of city officials and residents through regular planning meetings. ARC will then draft the Alpharetta City Agriculture Plan and present it for approval to the Mayor and City Council.

Once approved by City Council, Food Well Alliance will award the City a \$75,000 grant for implementation of projects within the City Agriculture Plan. This grant will be matched by equal funds from the City of Alpharetta. The Steering Committee and City of Alpharetta Community Agriculture staff will prioritize which projects to fund with the implementation grant and match in 2023.

ALPHARETTA
CITY
AGRICULTURE
PLAN



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: September 8, 2025

AGENDA ITEM:

Resolution: True North 400 Community Improvement District Expansion

Consideration of adoption of a resolution consenting to the expansion of the True North 400 Community Improvement District.

STAFF RECOMMENDATION:

Adopt a resolution consenting to the expansion of the True North 400 Community Improvement District or defer to a later meeting.

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:

True North 400 would like to expand its Community Improvement District ("CID"). True North 400's expansion package (attached) was recently certified by the Fulton County Tax Commissioner, and their Board of Directors is seeking the City's consent to expand the True North 400/North Fulton CID boundary.

The expansion of the boundaries will result in the addition of twenty-nine (29) parcels into the True North 400 Community Improvement District (CID).

ALTERNATIVES:

Do not adopt the resolution and do not consent to the expansion of the CID.

ATTACHMENTS:

1. Resolution True North 400 Expansion
2. True North 400 2025 Expansion



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA CONSENTING TO THE EXPANSION OF
THE TRUE NORTH 400 COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia Legislature enacted the Fulton County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the True North 400 Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Alpharetta, and the City of Roswell in 2003, and consented to by the City of Milton in 2007; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID, which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees, and assessments levied by the District Board, according to the most recently approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the Alpharetta City Council has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the Alpharetta City Council has also determined that the expansion of the CID would be in the best interests of the citizens of the City of Alpharetta.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- The City of Alpharetta consents to the expansion of the boundaries of the True North 400 Community Improvement District, as attached hereto.

SO RESOLVED this 8th day of September 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.



STATE OF GEORGIA
COUNTY OF FULTON

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the North Fulton Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

That written consents to the expansion of the Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent approved County ad Valorem tax digest.

This the 13th day of August, 2025.


Witness


ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 13th day of August, 2025


Notary Public



North Fulton CID Expansion 8/2025

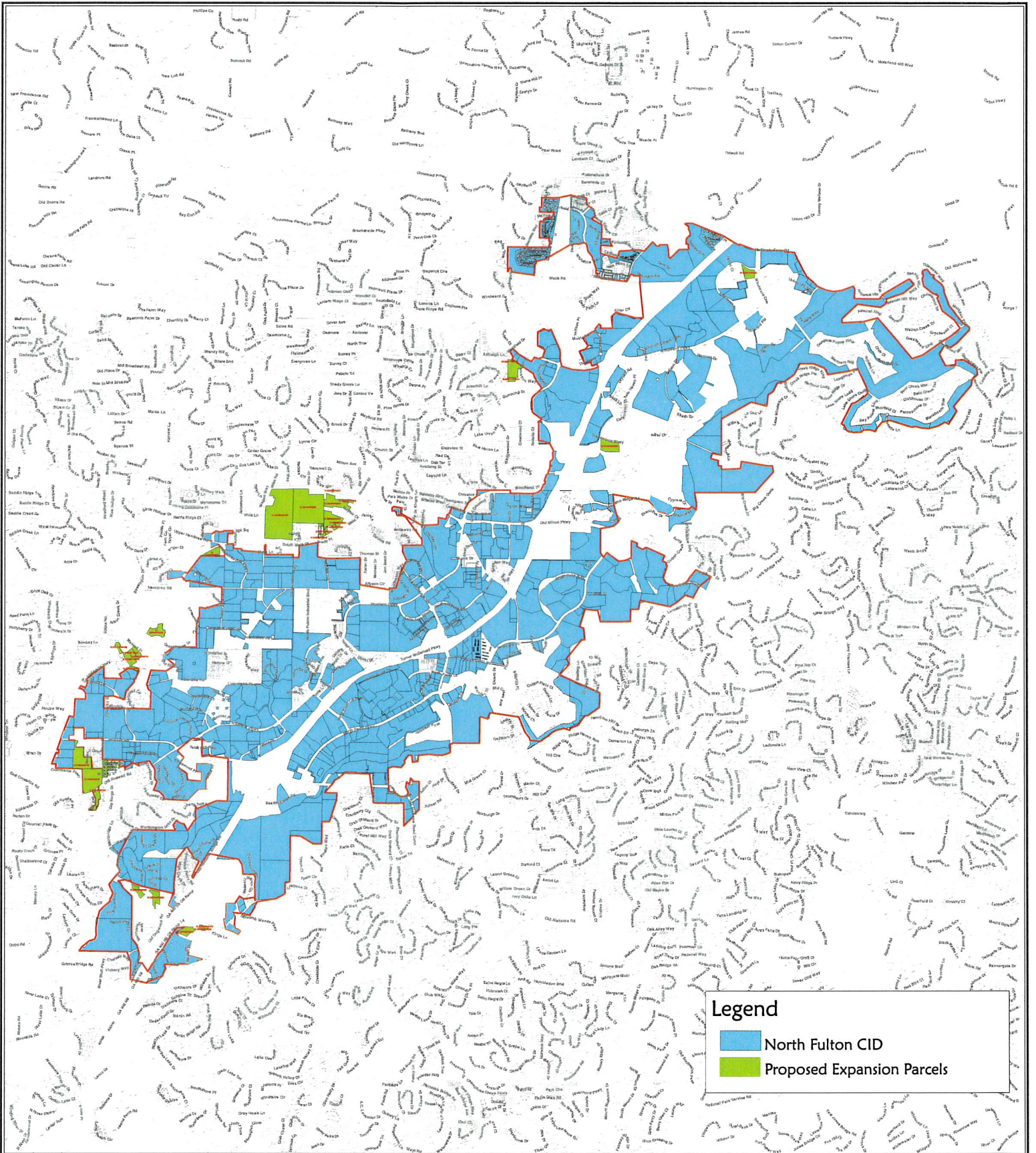
Parcel ID	Tax District	Owner	Own	Consent Owners	LUC	Assessed Value	Consent Value
21 552010400428	10	CARSON DEVELOPMENTS INC & MC DONALD INDUSTRIAL XL VII LLC	1	1	3C3	\$ 1,080,000	\$ 1,080,000
22 529011850445	10	NEW CINGULAR WIRELESS PCS LLC	1	1	3B3	\$ 5,494,560	\$ 5,494,560
22 529011850544	10	NEW CINGULAR WIRELESS PCS LLC			320	\$ 475,240	\$ 475,240
22 546012600728	10	PARKVIEW OFFICE LLC	1	1	3A3	\$ 3,400,000	\$ 3,400,000
12 258306930826	10	RENASANT BANK	1	1	351	\$ 640,840	\$ 640,840
12 234006000509	45	NORTHSIDE HOSPITAL INC	1	1	349	\$ 4,480,000	\$ 4,480,000
12 216005190373	45	ROSWELL AUTO INVESTMENTS LLC	1	1	331	\$ 1,797,840	\$ 1,797,840
12 216005190381	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 742,800	\$ 742,800
12 225105460164	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 761,080	\$ 761,080
12 216005181182	45	ROSWELL AUTO INVESTMENTS II LLC			332	\$ 2,008,400	\$ 2,008,400
12 225105460073	45	GUARINO PROPERTIES LLC	1		332	\$ 455,600	\$ 455,600
12 230005660392	45Z	A&S HOSPITALITY ROSWELL LLC	1		254	\$ 2,672,400	\$ 2,672,400
12 241005830638	45Z	BRIXMOR HOLCOMB BRIDGE OUTPARCEL LLC	1		351	\$ 540,000	\$ 540,000
12 241005840736	45Z	BRIXMOR KINGS MARKET LLC	1		300	\$ 221,440	\$ 221,440
12 229005380589	45Z	FNWRL LLC	1		321	\$ 1,566,240	\$ 1,566,240
		NON QUALIFYING PARCELS W/I CID					
12 246206480349	10	VILLA MAGNOLIA LLC			100	\$ 150,560	\$ -
12 258306930842	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258306930859	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258106930026	10	BAPTIST CHURCH			620	\$ -	\$ -
12 246006450187	10	CITY OF ALPHARETTA			600	\$ -	\$ -
12 246106470028	10	CITY OF ALPHARETTA			699	\$ -	\$ -
12 258306940551	10	CITY OF ALPHARETTA			690	\$ -	\$ -
12 258306940296	10	CITY OF ALPHARETTA			699	\$ -	\$ -
12 229005380654	45	CITY OF ROSWELL GEORGIA			3C3	\$ 3,380,000	\$ -
12 225005470628	45	CITY OF ROSWELL			699	\$ -	\$ -
12 218205220281	10	CND LOWE LANE LLC			100	\$ 355,840	\$ -
12 218005040046	45	SREIT GRANDE OAKS LLC			2X1	\$ 20,464,600	\$ -
12 219705031707	45	PARK AT OLD ROSWELL COMMUNITY ASSOCIATION INC			111	\$ 8,280	\$ -
12 218005050490	45	555 EAGLES L P			2A1	\$ 13,560,000	\$ -

11	6		\$ 26,336,440	\$ 20,880,760
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79%

50%+1 = 55%

75% = \$ 19,752,330



Legend

- North Fulton CID
- Proposed Expansion Parcels



North Fulton CID with Expansion Parcels

July 2025



Prepared by Fulton County
Board of Assessors
Geographic Information System Division

Scale: 1 inch = 1 mile
Last Edited: 7/1/2025
\\010\WorkSpace\GIS\GIS\Work\North Fulton CID and Expansion 2025\Final CID and Expansion 2025.mxd



STAFF REPORT

Department: Public Safety
Submitted By: Shawn Mitchell
Meeting Date: September 8, 2025

AGENDA ITEM:

Ordinance: Budget Amendment (Jail Operations)

SECOND READING: The first reading of this item occurred during the August 25, 2025 City Council Meeting.

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2026 Budget Amendment (Jail Operations) for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

STAFF RECOMMENDATION:

Adopt an Ordinance (Second Reading) of the Mayor and Council of the City of Alpharetta, Georgia, to adopt a Fiscal Year 2026 Mid-Year Budget Amendment for Jail Operations (attached as Exhibit A).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: SEE EXHIBIT A
(ATTACHED)

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:

The purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2026 Mid-Year Budget Amendment which amends the base budget, as adopted by the City Council, including subsequent amendments, for Jail operations.

The Jail operations Mid-Year Budget Amendment is discussed in detail within the attached FY 2026 Mid-Year Budget Requests (Exhibit A).

There have been no changes to either the Ordinance or the FY 2026 Mid-Year Budget Requests (Exhibit A). They are the same as what was approved at the 1st Reading on August 25, 2025.

ALTERNATIVES:

Do not approve the Fiscal Year (FY) 2026 Mid-Year Budget Amendment in its entirety, approve with specific modifications, etc.

ATTACHMENTS:

1. 2026 Budget Amendment Ordinance
2. Exhibit A (2026 Budget Amendment Ordinance)v2

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2026 BUDGET AMENDMENT (JAIL OPERATIONS) FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2026 budget amendment, for the purposes of Jail operations, to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2026 budget and subsequent amendments; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

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

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2026 budget amendment for these certain funds for the fiscal year 2026; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of September 2026.

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:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2026
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2026 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first three months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2026 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2026		
		Jail Operations	
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 38,079,000	\$ -	\$ 38,079,000
Local Option Sales Taxes	22,440,500	-	22,440,500
Other Taxes	20,015,400	-	20,015,400
Licenses and Permits	3,476,500	-	3,476,500
Intergovernmental Revenue	368,663	-	368,663
Jail Operations - Utilities Cost Sharing	-	(16,278)	(16,278)
Charges for Services	5,357,600	-	5,357,600
Jail Operations - Bond Processing Fees	-	43,202	43,202
Fines and Forfeitures	2,280,000	-	2,280,000
Investment Earnings	1,150,000	-	1,150,000
Other/Miscellaneous	249,654	-	249,654
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,412,500	-	3,412,500
Budgeted Fund Balance	5,017,048	-	5,017,048
Total Revenues	\$101,846,865	\$ 26,924	\$101,873,789
Expenditures by Department:			
Mayor and City Council	\$ 443,701	\$ -	\$ 443,701
City Administration	3,110,149	-	3,110,149
Finance	4,220,564	-	4,220,564
City Attorney	800,000	-	800,000
Information Technology	2,572,375	-	2,572,375
Human Resources	1,110,544	-	1,110,544
Municipal Court	1,410,650	-	1,410,650
Police Department*	26,437,603	-	26,437,603
Jail Operations	117,270	1,600,811	1,718,081
Fire Department*	19,955,989		19,955,989
Public Works	11,483,060	-	11,483,060
Recreation, Parks, and Cultural Services	14,865,272	-	14,865,272
Community Development	4,884,783	-	4,884,783
subtotal	\$ 91,411,960	\$ 1,600,811	\$ 93,012,771
General Government:			
Insurance Premiums	\$ 1,060,500	\$ -	\$ 1,060,500
Gwinnett Tech Bond (P&I)	291,065	-	291,065
Transfer to Capital Project Fund			
Fund Balance for one-time Capital	3,117,048	-	3,117,048
Capital Contribution from General Fund	3,091,292	(1,573,887)	1,517,405
Transfer to Stormwater Capital Fund	1,900,000	-	1,900,000
Contingency	975,000	-	975,000
subtotal	\$ 10,434,905	\$ (1,573,887)	\$ 8,861,018
Total Expenditures	\$101,846,865	\$ 26,924	\$101,873,789

* Funding for the Public Safety Department has been split into the Police and Fire Departments pursuant to approved reorganization plans.

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2026 Budget Amendment.

Police Department

Initiative: Jail Operations (partial year in FY 2026; assuming 11/1/2025 start date)

Funding Request: \$1,573,887 operational impact in FY 2026 (\$26,924 additional revenue; \$1,600,811 additional expenses). Annualized operational impact (revenues less expenses) in FY 2027 forecasted at \$2,345,465.

Operational Cost Detail

This request is to fund operations at the Alpharetta Municipal Jail starting November 1, 2025 (8 months of operations in FY 2026). The funding level contained herein represents the minimum staffing level (15 full-time equivalent positions) required for safe and effective operations. Cost components for year one operations include:

- Personnel = \$1,254,886 (partial-year impact of 8 months in FY 2026). This includes funding for 15 full-time equivalent positions and associated benefits with the details as follows:
 - Division Chief (1 FTE)
 - Assistant Division Chief (1 FTE)
 - Detention Supervisors (5 FTE)
 - Detention Officers (8 FTE)

Annualized personnel costs for year 2 (FY 2027) are forecast at \$1,953,870 and will be programmed into the FY 2027 Budget.

- Maintenance and Operations (additional funding above current appropriations) = \$320,327 and consists of general operational funding needs including professional services (e.g. inmate meals, medical services, etc.), facility repair & maintenance, liability insurance, employee development, maintenance contracts (e.g. linen and laundry service), IT professional services (e.g. jail management software), supplies, utilities, uniforms, etc.

Annualized maintenance and operations costs for year 2 (FY 2027) are forecast at \$391,595 and will be programmed into the FY 2027 Budget.

- Operational Capital = \$25,598 and consists of minor capital needs such as a multi-function printer, technology needs (laptops, monitors, desktop PCs, etc.), office furniture, etc.

Capital Cost Detail (to be included in the Capital Project Fund)

- Capital = A capital need totaling \$50,150 is being requested for the purchase of one vehicle and associated upfitting and is being requested within the Capital Project Fund to properly account for capital asset acquisition.

Current capital planning for year 2 (FY 2027) consists of an additional Jail transport van, including upfitting, at a cost of \$100,000.

Funding Detail for Operational Costs

Operational funding for this request is coming through a reduction in the General Fund Annual Capital Contribution within the FY 2026 Budget as follows:

- General Fund Annual Capital Contribution: \$3,091,292
- Amendment to fund Jail Operations (partial year) (1,573,887)
\$1,517,405

Exhibit A
Fiscal Year 2026 Budget Amendment Requests

Year 2 Forecast (FY 2027)

Operational costs for fiscal year 2027 are forecast at \$2,345,465 and represent a budgetary increase of \$627,384 over the partial-year impact requested herein for FY 2026 (\$1,718,081, when inclusive of existing appropriations). As previously noted, capital funding for FY 2027 is anticipated at an additional \$100,000.

Potential funding options to offset the additional 2027 budget year impact (first full year of operations) include: potential general fund revenue growth above base budget expenditure projections (not yet identifiable); potential operational efficiencies in city-wide operations; further deferment of capital maintenance (reduction in general fund Annual Capital Contribution); etc.

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer-In from the General Fund (Capital Contribution for FY 2026)	\$ 6,208,340	\$ (1,573,887)	\$ 4,634,453
Net Budget Adjustments	\$ 6,208,340	\$ (1,573,887)	\$ 4,634,453
Expenditures by Project:			
Public Safety			
Jail Operations - Vehicle and Upfitting	\$ -	\$ 50,150	\$ 50,150
General Government			
Non-Allocated	3,177,574	(1,624,037)	1,553,537
Net Budget Adjustments	\$ 3,177,574	\$ (1,573,887)	\$ 1,603,687

Police – Jail Operations

Initiative: Purchase of one vehicle for Jail Operations

Funding Request: \$50,150

This request is for the purchase of one vehicle (smaller SUV such as a Chevrolet Traverse) for the Jail operations team and includes funding for upfitting.

General Government

Initiative: Decrease in General Fund Capital Contribution for FY 2026

Funding Reduction: (\$1,573,887)

Funding for Jail Operations necessitates a reduction in the General Fund Capital Contribution of \$1,573,887. The net impact, when coupled with the additional vehicle funding request detailed above, is a reduction in Non-Allocated of \$1,624,037 resulting in a revised Non-Allocated balance of \$1,553,537.



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: August 25, 2025

AGENDA ITEM: PH-25-13 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – VERTIPORT

Consideration of text amendments to the Unified Development Code (UDC) to amend Articles I and II to add definitions related to Vertiports and assign 'Vertiport' as a permitted and conditional use in certain zoning districts.

This item was considered at the August 7, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval. Vote 7-0

ITEM DESCRIPTION:

Staff recommends text amendments to Unified Development Code (UDC) Article I Section 1.4 Definitions and Article II Section 2.1 Zoning Districts and Section 2.2 to add definitions related to a Vertiport and assign 'Vertiport' as a permitted and conditional use in certain zoning districts.

Amend UDC Section 1.4 Definitions, to add definitions for Advanced Air Mobility (AAM), eVTOL, Heliport, and Vertiport. 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, and Subsection 2.2.20 MU Mixed Use to add Vertiport as a conditional use. Amend UDC Subsection 2.2.17 L-I Light Industrial and Subsection 2.2.19 SU Special Use to add Vertiport as a permitted use.

ATTACHMENTS:

- Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLES I & II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD DEFINITIONS RELATED TO A VERTIPORT; TO ASSIGN VERTIPORT AS A PERMITTED AND CONDITIONAL USE IN CERTAIN ZONING DISTRICTS; 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 Articles I and 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 I, Section 1.4 titled “Definitions” 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 September ____.

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
[SIGNATURES CONTINUED FROM PRECEDING PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, 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 1.4 DEFINITIONS

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Advanced Air Mobility (AAM). The transport of passengers and cargo short- to medium-range distances using new and emerging aircraft technologies, such as electric vertical takeoff and landing aircrafts (eVTOL).

eVTOL. An electric vertical takeoff and landing aircraft associated with Advanced Air Mobility (AAM) which may use a vertiport for takeoff and landing purposes. An eVTOL shall not include helicopters.

Heliport, Public/Private. A takeoff and landing facility for a helicopter, which may also include fueling, storage, and maintenance facilities.

Vertiport. An Advanced Air Mobility (AAM) station consisting of takeoff and landing facilities, and may also include charging, fueling, storage, and maintenance facilities for use by electric vertical takeoff and landing aircraft (eVTOL). A Vertiport shall not be used by helicopters.

Exhibit "B"

SECTION 2.2 PERMITTED USE DISTRICTS AND REGULATIONS

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses 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, play house, 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.

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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.

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- 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. Vertiport.
 - s. 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 set backs, 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 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-1 district may be used for the uses listed below and shown in Table 2.2 in accordance with an approved masterplan, unless superseded by applicable conditions of approval for rezoning, variance, master plan, master plan amendment, or conditional use.

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, Public/Private.
 - e. Hospital.
 - f. Library.
 - g. Museum.
 - h. Public Building.
 - i. School, Academic.
 - j. Vertiport.
 - C. *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.
- D. *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.

E. *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.

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 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.

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.

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- 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.
- C. *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.
- D. *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.

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- x. Shop or Studio, Craftsman/Artist.
 - y. Spa Services.
 - z. Special Event Facility.
 - aa. Theater, Cinema.

3. *Semipublic Uses, Utilities.*

- 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. Vertiport.

- m. Wholesale Establishment.
- n. Wireless Tower.

E. *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.

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

G. *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.

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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)

2.2.17 L-I Industrial.

A. *Permitted Principal Uses.* A property in the L-I 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, Group (home-elderly, children, nursing).
2. *Business Uses.*
 - a. Animal Hospital, small and large animals.
 - b. Art Gallery.
 - c. Athletic Facility.
 - d. Automobile Service and Service Station.
 - e. Automotive Parts.
 - f. Automotive Sales and Leasing.
 - g. Bakery.
 - h. Bank, Savings and Loan.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Broadcasting Studio (radio or TV).
 - m. Builder's Equipment/Material.
 - n. Car Wash.
 - o. Carpenter Shop, Woodworking.
 - p. Carpet and Rug Sales.
 - q. Check Cashing.

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- r. Church, Synagogue.
 - s. Congregate Housing.
 - t. Contractor's Office with and without outside storage.
 - u. Convenience Market with or without gas pumps.
 - v. Dance Studio.
 - w. Day Care Center.
 - x. Discount Store.
 - y. Distillery.
 - z. Drug Store.
 - aa. Dry Cleaning Pick-up Station.
 - bb. Fireworks Sales.
 - cc. Fitness Studio.
 - dd. Funeral Home.
 - ee. Greenhouse, Nursery.
 - ff. Grocery Store.
 - gg. Hardware and Garden Center.
 - hh. Home Improvement Store.
 - ii. Kennel.
 - jj. Laboratory, Research or Commercial.
 - kk. Laundry, Self-Serve, Pick-up.
 - ll. Limousine Service and Taxi.
 - mm. Liquor Store.
 - nn. Massage Therapy (see Sec. 2.7).
 - oo. Nail Salon.
 - pp. Office Building or Office Park.
 - qq. Parking Lot, Commercial.
 - rr. Pawn Shop.
 - ss. Pest Control.
 - tt. Pet Day Care.
 - uu. Pet Grooming.
 - vv. Print Shop.
 - ww. Recreation Facilities, Indoor and Outdoor.
 - xx. Rental Services Establishment with outside storage.
 - yy. Rental Services Establishment without outside storage.
 - zz. Research and Development.
 - aaa. Restaurant.
 - bbb. Restaurant w/ Drive-thru Window.
 - ccc. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - ddd. Retail Establishment, Mixed Sales.
 - eee. Shop or Studio, Craftsman/Artist.
 - fff. Small Appliance Repair Shop.
 - ggg. Smoke Shop and Tobacco Store.
 - hhh. Spa Services.
 - iii. Special Event Facility.
 - jjj. Tattoo Parlor, Body Piercing.
 - kkk. Taxidermist.
 - lll. Theater, Cinema.
 - mmm. Tire Retreading.
3. *Wholesale, Storage and Industrial Uses.*

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- a. Bottled Gas, storage and distribution.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Machine Shop.
 - d. Manufacturing, Light.
 - e. Mini-Warehouse.
 - f. Septic Tank Sales, Construction.
 - g. School, Commercial.
 - h. Storage, Inside and Outside.
 - i. Welding Shop.
 - j. Wholesale Trade Establishment.
4. *Semipublic Uses, Utilities.*
- a. Amphitheater.
 - b. Auditorium.
 - c. Church, Synagogue.
 - d. Heliport, Public/Private.
 - e. Hospital.
 - f. Library.
 - g. Museum.
 - h. Park or Playground.
 - i. Public Building.
 - j. School, Academic.
 - k. Switching Station, Telecom.
- B. *Accessory Uses.* A property in the L-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. 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 Uses.* 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.

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

1.0 *Business Uses.*

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- a. Adult Entertainment Establishment (see Sec. 2.7).
 - b. Boutique Hotel.
 - c. Extended Stay Hotel.
 - d. Golf Driving Range.
 - e. Glass Fabrication.
 - f. Hotel, Hybrid.
 - g. Tire Retreading.
- 2.0 *Wholesale, Storage and Industrial Uses.*
- a. Asphalt Plant.
 - b. Dry Cleaning Plant.
 - c. Concrete Plant.
 - d. Indoor Shooting Range (see Sec. 2.7).
 - e. Junk or Salvage Yard.
 - f. Laundry Industrial.
 - g. Manufacturing, Heavy.
 - h. Recycling Center.
 - i. Sawmill.
 - j. Sewage Disposal Plant.
 - k. Transfer Station.
- 3.0 *Semipublic Uses, Utilities.*
- a. Airport, public or private.
 - b. Power Station.
 - c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - d. Vertiport.
 - e. Wireless Tower.
- 4.0 *Transfer Station.* Any facility associated with waste or a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.
- 4.1 *General Standards.*
- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
 - b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
 - c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
 - d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
 - e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
 - f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
 - g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
 - h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
 - i. All solid waste is removed from the transfer station within 24 hours of receipt;

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- j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
 - k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
 - l. The transfer facility must be cleaned at least once every 24 hours;
 - m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
 - n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
 - o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
 - p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
 - q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
 - r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
 - s. The transfer station must have adequate storage space for incoming solid waste;
 - t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received and transported, specifying the origin by hauler and the destination of the solid waste transported daily;
 - u. The facility shall not generate more than 150 total vehicle trips per day;
 - v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
 - w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
 - x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 Additional Permit Application Requirements.

- a. *Application requirements.* An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) *Regional plan or map.* The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) *Site plan.* The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
 - (3) *Engineering report.* The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all

solid waste to be accepted, the maximum time any such waste will be stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;

- (b) A description of all machinery and equipment, including the design capacity;
- (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
- (d) A description of the facility's drainage system and water supply system; and
- (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

4.3 *Design Standards.* All transfer stations must meet minimum design requirements as follows:

a. *Unloading and loading areas.*

- (1) The unloading area must be adequate in size and design to facilitate efficient unloading from the collection vehicles and the unobstructed movement of vehicles;
- (2) The unloading and loading pavement areas must be constructed of concrete or asphalt paving material and equipped with adequate drainage structures;
- (3) Processing, tipping, sorting, storage, and compaction areas must be located within an enclosed building;
- (4) Provisions must be made for weighing or measuring all solid waste transferred to the facility;
- (5) Sufficient internal storage areas must be provided for incoming solid waste;
- (6) Exhaust removal systems must be installed in enclosed areas; and
- (7) The facility must be designed to accommodate expected traffic flow in a safe and efficient manner.

4.4 *Expansion or Modification of Existing Facilities.* No transfer station facility existing as of 12/06/04 may make modifications which require a permit, make changes that require a permit modification from the GA EPD or increase the square footage of any buildings on site without City Council approval. When reviewing modification or expansion plans, the Council may consider the extent to which the proposed modification or expansion meets the standards established in Sections 4.1 and 4.3, herein; however, any existing buildings which do not meet setback requirements shall be considered non-conforming and shall remain, but may not be expanded with regard to the setback non-conformity pursuant to UDC Sec. 2.4.2.

D. *District Regulations.*

Minimum lot size—one acre.

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—35%.

Maximum Building Height—35 feet.

Development on property over 25 acres in size requires masterplan approval through a Public Hearing process.

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

(Ord. No. 708, § 1, 8-10-2015; Ord. No. 715, § 3, 9-28-2015; Ord. No. 718, §§ 7, 10—12, 12-14-2015; Ord. No. 741, §§ 2, 3, 6-5-2017; Ord. No. 744, §§ 2, 3, 5, 6, 7-10-2017; Ord. No. 808, § 2(Exh. B), 9-8-2020; 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; Ord. No. 871, § 2(Exh. B), 5-20-2024)

2.2.19 SU special use.

A. *Permitted Principal Uses.* A property in the SU district may be used for any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Business Uses.
 - a. Golf, Miniature.
2. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Amphitheater.
 - c. Equestrian Center.
 - d. Fire Station.
 - e. Golf Course, Driving Range.
 - f. Heliport, Public/Private.
 - g. Hospital.
 - h. Library.
 - i. Museum.
 - j. Park or Playground.
 - k. School, Academic.
 - l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

B. *Accessory Uses.* A property in the SU 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. Swimming pool, tennis court, patio and other recreation facilities.
3. Clubhouse, swimming pool, or community recreation facilities serving a development.

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4. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 5. Signs, subject to all of the requirements regulating signage herein.
 6. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the SU 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. Cemetery.
 - b. Church, Synagogue, or other religious institutions.
 - c. Club, association or lodge.
 - d. Power Station.
 - e. Prison.
 - f. Public Building.
 - g. Recreation Facilities, Outdoor.
 - h. Vertiport.
 - i. Wireless Tower.

D. *District Regulations.*

Minimum Lot Size—none.

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—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

Screening and buffers—Where a property in this district abuts a residential use or zoning district, a 50 foot wide buffer strip shall be provided along the abutting property lines, in addition to the minimum setback requirements.

(Ord. No. 744, § 6, 7-10-2017; Ord. No. 836, § 1(Exh. A), 10-4-2021)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses 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 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.
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.
- x. Nail Salon.
- y. Office.
- z. Pet Grooming.

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- 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, Public/Private.
- c. Library.
- d. Museum.
- e. Park or Playground.
- f. Public Building.
- g. School, Academic.
- h. Vertiport.

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 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											M	S					O		X	
Amphitheater												M	S					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											M	S		O	O	S	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												M	S	O	X	X	M	X			M
Asphalt Plant																		O			
Athletic Facility												M	S		O	X	S	X			M
Auditorium	O											M	S	O	O	O	S	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												M				O		X			
Automotive Parts												M			O	X	S	X			
Automotive Service & Service Station												M	S			X	S	X			

Bakery												M	S	O	X	X	M	X			M
Bank, Savings and Loan, Mortgage Company												M	M	X	X	X	M	X			M
Barber/Beauty Shop												M	S	X	X	X	M				M
Bed and Breakfast	X	O	O	O	O						X	M		X	X	X					M
Book Store or Stationery												M	S	A	X	X	M	X			M
Bottle Gas Storage and Distribution																		X			
Boutique Hotel												M	S			O	S	O			M
Bowling Alley												M	S		O	X	S	X			
Brewery												M	S		O	O	M	X			M
Broadcasting Studio (Radio and TV)	O											M	M			X	S	X			
Builder's Equipment/Material	O											M				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	M	M	O	O	O	S	X		O	M
Clinic, Public/Private												M	M	X	X	X	M				M
Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	M	M	O	O	O	S			O	
Concrete Plant																		O			

Congregate Housing, Assisted Living Facility											O	M	M		O	O		X			M
Contractor's Office without outside storage												M	S	X	O	X		X			
Contractor's Office with outside storage												M				O		X			
Convenience Center w/Gas Pumps												M	S			X	S	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	M	S								
Dance Studio												M	S		X	X	M	X			M
Day Care Center												M	M	X	X	X	M	X			M
Discount Store																		X			
Distillery												M	S		O	O	M	X			M
Drug Store (Pharmacy)												M	M		X	X	M	X			M
Dry Cleaning, Pick-Up Station												M	S	O	X	X	S	X			M
Dry Cleaning, Plant																		O			
Dwelling, 'For-Sale', Attached								X		X	X	M					M				M
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		M					M				M
Dwelling, 'For-Rent'											X	M									M
Dwelling, Group											O	M	M		O	O					M
Equestrian Center	O	O	O	O	O							M								X	
Extended Stay Hotel (see Section 2.7)												M	S			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	M									

Farmlands (including Livestock, poultry)	X																			
Fire station												M	S						X	
Fireworks Sales																		X		
Fitness Studio												M	S	O	X	X	S	X		M
Florist, Retail												M	S	O	X	X	M			M
Funeral Homes with no cemetery or mausoleum												M	S		O	O	S	X		
Glass Fabrication																		O		
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	M	M					O		X
Golf, Miniature												M	S		O	O	S			X
Greenhouse, Nursery	O															O	S	X		
Grocery Store												M			O	X	M	X		M
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X					M								
Hardware and Garden Supply Store												M			X	X	M	X		M
Heliport, Public/Private	O											M	M				S	X		M
Home Improvement Store																X	M	X		
Home-Elderly, Children, Nursing											O	M	M		O	O		X		
Hospital												M	M		O	X		X		X
Hotel or Motel												M	S		O	O	S			M
Indoor Shooting Range																		O		
Junk/Salvage Yard																		O		

Kennel	O																	X			
Laboratory, Research Commercial												M	S					X			
Laundry, Industrial												M						O			
Laundry, Self-Serve, Pick- Up												M			X	X	M	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												M	S		O	X	M	X			M
Locker, Frozen Food or Cold Storage												M						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												M	S					X			
Massage Therapy																O		X			
Medical Cannabis or Marijuana Dispensary																		O			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												M	M		X	X	S	X		X	M
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	
Public Building											M	M	O		O	O	S	X		O	M
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)											M	M			O	O	S	X			M
Recreational Facilities, Outdoor											M	M			O	O	S	X			M
Recycling Center																		O			
Rental Services Establishment without outside storage											M				O	X	M	X			
Rental Services Establishment with outside storage																		X			
Research and Development											M	M						X			
Restaurant											M	S	O		X	X	M	X			M
Restaurant w/Drive-thru window											M	S			O	X	M	X			

Retail Establishment												M	S	A	X	X	M	X			M
Retail Establishment (Mixed Sales)												M			O	X	M	X			
Sawmill																		O			
School, Academic												M	M	O	X	X	S	X		X	M
School, Commercial (Beauty, Business)												M	S	O	X	X	S	X			M
Septic Tank, Sales, Construction																		X			
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												M		O	X	X	S	X			
Short-Term Rental	X	X	X	X	X	X	X	X	X	X	X	M									M
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												M	S	O	O	O	S	X			M
Special Event Facility	O											M	M		O	O	S	X			M
Storage, Inside																		X			
Storage, Outside																		X			
Switching Station (Telecom)												M						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	X			
Theater, Cinema												M	M		O	O	S	X			M
Tire Retreading																		O			

Transfer Station																		O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	M	S	O	O	O	S	O	O	X	
<u>Vertiport</u>												<u>M</u>	<u>M</u>				<u>M</u>	<u>O</u>		<u>O</u>	<u>M</u>
Welding Shop																		X			
Wholesale Establishment												M					S	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O											M	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; Ord. No. 881, § 1 (Exh. A), 1-6-2025; Ord. No. 882, § 2, 1-6-2025)

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



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: September 8, 2025

AGENDA ITEM:

Ordinance: Alcohol Ordinance Text Amendments

SECOND READING: The first reading of this item occurred during the August 25, 2025 City Council Meeting.

Consideration of adoption of an Ordinance 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.

STAFF RECOMMENDATION:

Adopt an Ordinance 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.

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 Council reviewed and discussed, as a Work Session item, the attached proposed Text Amendments to the City's Alcohol Ordinance during the July 23rd Special Called City Council Meeting and was approved by the Council on August 5, 2025 during its First Reading.

Since the First Reading, only a few minor changes have been made to the attached ordinance for clarity. Below are the three items that have been amended:

- 4-17(e): Added the text "or other retail package stores" to provide an option for the Council to grant a minimum distance variance (if desired) from one retail package store to another retail package store, if specific conditions exist (as outline in 4-17(e)(1-6)
- Added 4-17(e)(1) which was inadvertently left out from the original 4-17 section as additional variance criteria
- 4-17(f): Removed references to 4-17(a) as this section was changed within this overall ordinance amendment and the reference is no longer needed.

The proposed Ordinance adds and amends definitions and distance requirements city-wide as it pertains to alcoholic beverage sales, including the following:

- Creates definition of "College or College Campus"
- Creates definition of "Downtown District"
- Adds clarity to definition of "Eating Establishment" and changes the 50% alcohol/50% food sales requirement from an annual to monthly requirement
- Creates definition of "Mixed Use Development District"
- Adds clarity to definition of "Premises" by clarifying ownership

- Creates definition for "School or School Grounds" and adds clarity as to what types of establishment are or are not considered a school
- Creates definition of "Treatment Center"
- Removes all distance requirements for an establishment that sells alcoholic beverages for on-premises consumption, so that only retail package stores will have minimum distance requirements
- Creates a consistent methodology for how distances should be measured from establishments
- Creates a variance procedure for retail package stores who are unable to meet the distance requirements from a bus stop, school, park, or other retail package store

ALTERNATIVES:

Do not adopt an Ordinance and offer alternative language for the text amendment.

ATTACHMENTS:

1. Alcohol Ordinance Amendments 9.2.2025



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 beer, 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.

Grocery store means a retail establishment that has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items and conducts all of its sales inside the building containing its retail floor space.

Housing authority property means any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law."

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.

Public park means a government-owned or government operated park that is habitually used for recreation purposes, including all facilities, buildings, stands, concession areas, grounds, fields, playgrounds, parking lots, trails, greenspaces, and greenways. Public park includes areas of the City of Alpharetta's Greenway system and the AlphaLoop.

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 door of the building of a church, government-owned treatment center or a retail package store;
- (4) 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 any school grounds or college campus, unless the package store is a grocery store as defined in section 4-1.
- ~~(5)~~ Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (6) 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~~
- (7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits;
- ~~(8)~~ Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein; or

~~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, with or without 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 any church, shrine, [or] chapel used exclusively for religious services;
 - ~~(4)~~ Within 600 feet of any school grounds or college campus;

- ~~(5) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;~~
- ~~(6) 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;~~
- ~~(7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or~~
- ~~(8) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein.~~
- ~~(d) No retailer selling alcoholic beverages for consumption on the premises may sell or offer to sell alcoholic beverages:~~
 - ~~(1) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein; or~~
 - ~~(2) Within 300 feet of any housing authority property.~~

~~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.~~

~~(e) The city council, after notice and a public hearing, may grant a variance to the local minimum distance requirements, to the extent those distances are greater than the state's minimum distance setback, 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) There are practical or economic difficulties in carrying out the strict letter of the distance requirements and the request is not based primarily on the desire to reduce the cost of developing the site.~~

~~(3) 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;~~

~~(4) 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.~~

~~(5) 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.~~

~~(6) The retail package store will meet all distance requirements set and required by the state of Georgia.~~

(f) 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)~~ as set forth in this ordinance 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)~~ the ordinance 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 ordinance, 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 4-49(b)(2) 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:

(2) Eating establishments, as defined in section 4-1, may sell wine and/or beer by the package for off-premises consumption, provided that the sale of wine and/or beer for off-premises consumption is an ancillary function of the eating establishment. Notwithstanding the foregoing, the sales of wine and/or beer by the package for off-premises consumption shall not be used in calculating the total ~~annual~~ monthly gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1, however, all sales of wine and/or beer sold for off premises consumption shall be notated on the monthly alcohol compliance form; and

Section 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 12. 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: _____

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