CITY COUNCIL MEETING & PUBLIC HEARING
FEBRUARY 23, 2026

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Alpharetta All-Star Georgia State Championship Baseball Teams

B. Presentation: Cambridge High School AG Business Students

C. Presentation: Atlanta Regional Commission Award to the City of Alpharetta for Old Rucker Farm

D. Presentation: SR 400 Express Lanes Project

5. CONSENT AGENDA

A. City Council Planning Retreat Day #1 Minutes (Meeting of 1/16/2026)
Consideration and approval of the City Council Planning Retreat Day #1 minutes from the meeting of January 16, 2026.

B. City Council Planning Retreat Day #2 Minutes (Meeting of 1/17/2026)
Consideration and approval of the City Council Planning Retreat Day #2 minutes from the meeting of January 17, 2026.

C. City Council Meeting Minutes (Meeting of 1/28/2026)
Consideration and approval of the City Council meeting minutes from the meeting of January 28, 2026.

D. City Council Meeting Minutes (Meeting of 2/2/2026)
Consideration of approval of the City Council meeting minutes from the meeting of February 2, 2026.

E. Warranty Deed and Trail Easement Dedication: 306 Thompson Street
Consideration of approval of acceptance of a trail easement and right-of-way warranty deed associated with the 306 Thompson Street Development.

F. Right of Way and Stormwater Easements and Agreement and Private Development Agreement: Charlotte Drive Verdant Development
Consideration of approval of acceptance of the dedication of right of way construction easement and stormwater easement, right of way agreement, and sidewalk extension private development agreement associated with the Charlotte Drive Verdant Development.

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. MP-26-02 Lakeview Park MP/Traton Homes
Consideration of a master plan amendment to exchange 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' townhomes in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview Park Master Plan to allow for the change in development mix. The property is located at 0 Lakeview Parkway and is legally described as being located in Land Lots 744, 745, 752 & 753, 1st District, 2nd Section, Fulton County, Georgia.

C. The following items have been deferred or withdrawn and will not be considered during this meeting:

1. **MP-26-03/CLUP-26-01/Z-26-01/V-26-02 TPG Brookside West**
   DEFERRED: This request has been deferred to the March 23, 2026 City Council meeting and will not be considered during this meeting.
   Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning and variances to allow for the redevelopment of a 5 story, 130,828 square foot office building with 104 'For-Sale' townhomes on 8.77 acres in the Brookside Master Plan. A master plan amendment is requested to the Brookside Master Plan Pod A to allow the proposed development. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested from Unified Development Code (UDC) Subsection 2.2.10(d) to reduce the front setback along Brookside Parkway from 65' to 20' and reduce the minimum dwelling unit width from 20' to 18', UDC Subsection 3.2.8(B)(1)(a) to modify the 50' undisturbed buffer to a 15' planted buffer, and UDC Subsection 2.5.4 to reduce the minimum parking requirements for townhomes. The property is located at 3650 Brookside Parkway and is legally described as being located in Land Lots 43 & 44, 1st District, 1st Section, Fulton County, Georgia.

2. **MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16**
   DEFERRED: This request has been deferred by the Planning Commission to the March 23, 2026 City Council meeting and will not be considered during this meeting.
   Consideration of a master plan amendment and conditional use to allow an existing building to be re-used for a church. A master plan amendment is requested to the Windward Master Plan Pod 16 to add 'Church, Synagogue' as a conditional use and a conditional use is requested to allow 'Church, Synagogue' for Spirit of God Church. The property is located at 145 Nobel Court and is legally described as being located in Land Lot 1047, 2nd District, 1st Section, Fulton County, Georgia.

3. **Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street**
   DEFERRED: This request has been deferred by the applicant to the March 23, 2026 City Council meeting and will not be considered during this meeting.
   Consideration of a rezoning and variance to allow for the construction of 9 'For-Sale' single-family dwelling units, including 5 detached homes and 4 semi-detached homes, on 1.12 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a variance is requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3 to modify streetscape requirements along Roswell Street, Marietta Street and Cotton Alley. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

4. **MP-26-04/CLUP-26-02/Z-26-02/CU-26-02 Moon Valley/Regent Partners MP**
   WITHDRAWN:This request has been withdrawn by the Applicant and will not be considered during this or a future meeting.
   Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and conditional use to allow a 'Greenhouse, Nursery' for Moon Valley. A master plan amendment is requested to the Regent Partners Master Plan to add 'Greenhouse, Nursery' as a conditional use. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Commercial' and a rezoning is requested from O-I (Office-Institutional) to C-2 (General Commercial) and a conditional use is requested to allow 'Greenhouse, Nursery' for Moon Valley. The property is located at and is legally described as being located in Land Lots 753, 754, 797 & 798, 1st District, 2nd Section, Fulton County, Georgia.

5. **MP-25-08/CU-25-13/V-25-17 Hanover Windward Park/Windward MP Pod 66**
   WITHDRAWN: This request has been withdrawn by the Applicant and will not be considered during this or a future meeting.
   Consideration of a master plan amendment, conditional use, and variances to allow 315 '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 residential unit; 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 2.5.1(A) to reduce the 'For-Rent' residential parking requirement. 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.

7. NEW BUSINESS

A. Resolution: Fleet Maintenance and Replacement Policy for the City of Alpharetta
Consideration of adoption of a resolution to approve the attached Fleet Maintenance and Replacement Policy that provides a comprehensive, citywide framework for managing Alpharetta's vehicle and equipment fleet in a manner that promotes public safety, service reliability, and fiscal responsibility.

B. Grant Agreement Amendment: Community Development Block Grant Program
Consideration of an Amendment to Community Development Block Grant Program Agreement between Fulton County and City of Alpharetta related to grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for the Mayor to execute all necessary documents.

C. iCan Shine & City of Alpharetta 2026 iCan Bike Host Agreement
Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 22-26, 2026, iCan Bike Program.

D. Grant Agreement: Arts Alpharetta and Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project
Consideration of approval of a grant agreement between the City of Alpharetta and Arts Alpharetta for the creation and implementation of the Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project and with authorization for the Mayor to execute all necessary documents.

E. Ordinance: Fiscal Year 2026 Budget Amendment
SECOND READING
The first reading of this Ordinance occurred during the February 2, 2026 City Council meeting.
Consideration of an Ordinance to adopt a Fiscal Year 2026 Budget Amendment for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the items of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

F. Contract Approval: Alpharetta Strategic Plan
Consideration of approval of a Memorandum of Agreement between the City of Alpharetta and The University of Georgia Research Foundation, Inc. for the purposes of the Carl Vinson Institute of Government to prepare a Strategic Plan for the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

G. Resolution: Appointment of Hearing Examiner for Alcohol License Hearings
Consideration of adoption of a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT

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

"2025 Alpharetta All Star Youth Baseball Teams"

WHEREAS: The 2025 Alpharetta Youth All Star Baseball Teams received several accolades this season; and

WHEREAS: The Alpharetta Eagles (ages 9 and under) had an overall record of 20-10-1 and ended the season as Georgia Regional Champions and Georgia State Champions. Every player dedicated 100% effort to the team and scored a total of 306 runs this season. The comradery and attitude of the team was unmatched; they had a dugout dance party before every game and ended each game with high fives; and

WHEREAS: The Alpharetta Regulators (ages 11 and under) had an overall record of 22-8-1 and won the Georgia District, the Georgia Regional, became Georgia State Champions, and were the runner-up against the entire Southeast. This season, every opponent this team faced was scared to step up to plate against them. This season, every opponent feared stepping into the batter's box against this team. Twelve of their victories came by double-digit margins, and their only losses were to nationally ranked travel baseball teams; and

WHEREAS: The Alpharetta Eagles (ages 12 and under) had an overall record of 19-11, scoring a remarkable 268 runs and earning 13 wins in which they tallied more than 10 runs. Beyond their success on the field, the team consistently demonstrated outstanding character, bringing relentless competitiveness and effort to every game while also supporting younger teams—cheering them on and encouraging them to grow as both players and people; and

WHEREAS: The following students and coaches are a part of the 2025 Alpharetta Youth Baseball Teams:

ALPHARETTA EAGLES 9 & UNDER ALL STAR PLAYERS

Bennett Gallagher	Weston Coelho	Ryan Leimkuehler	Spencer Oh	William Ripley
Landon Shepherd	Joseph Weisbecker	Kishan Mistry	Griffin Brock	James Messina

COACHES

Head Coach: Spencer Ripley
Assistant Coaches: Anthony Gallagher, Adam Coelho, Nitin Mistry, and Greg Leimkuehler

ALPHARETTA REGULATORS 11 & UNDER ALL STAR PLAYERS

Lincoln Sherrill	Nathan Guthmann	Ethan Hazard	Dylan Roberson	Brandon Taing
Wyatt Chapman	Nolan Han	Oliver Berens	Santiago Salvador	Maddux Hunt
Alex Abraham				

COACHES

Head Coach: Jake Sherrill
Assistant Coaches: Scotty Hazard, Mike Berens, Matt Roberson, and Hong Taing

ALPHARETTA EAGLES 12 & UNDER ALL STAR PLAYERS

Lawson Gallagher	Drake Oh	Noah Kim	Miles Rose	Jatin Analakkat
Mills Lloyd	Dylan Rykowski	William Van Eldik	MG Weathers	Leo Richman
Gunner Hearn	Jacob Griner	Lincoln Sherrill	Nathan Guthmann	Ethan Hazard
Dylan Roberson	Brandon Taing	Wyatt Chapman	Nolan Han	Oliver Berens
Santiago Salvador	Maddux Hunt	Alex Abraham		

COACHES

Head Coach: Ryan Rose
Assistant Coaches: Charles Kim, Steve Hearn, AJ Richman, Hyun Jin O

NOW THEREFORE: We, the Mayor and City Council of the City of Alpharetta, Georgia, do hereby recognize the 2025 Alpharetta Youth All Star Baseball Teams for their dedication and determination this season, and give thanks to the coaches and parents for guiding them through this season.

SO PROCLAIMED: This 26th day of January 2026, by the Mayor and City Council of the City of Alpharetta, Georgia.

_____

Jim Gilvin
Mayor of the City of Alpharetta

_____

Lauren Shapiro
City Clerk for the City of Alpharetta

STAFF REPORT

Department: Administration
Submitted By: Peter Sewczwicz
Meeting Date: February 23, 2026

AGENDA ITEM:

Presentation: SR 400 Express Lanes Project

STAFF RECOMMENDATION:

This item is for presentation and discussion purposes only.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Representatives from Georgia Express Lanes SR 400 and SR 400 Peach Partners will provide an update regarding the upcoming GA400 roadway improvements.

ALTERNATIVES:

ATTACHMENTS:

1. Alpharetta City Council Presentation January 2026
2. Noise Barrier Fact Sheet
3. SR 400 FAQ
4. SR 400 GEL Fact Sheet (1)

SR 400 EXPRESS LANES PROJECT

City of Alpharetta – City Council Meeting
January 26, 2026

Beau Quarles – GDOT Post Let P3/EL Assistant Administrator & SR 400 Express Lanes Project Manager

Javier Gutierrez – CEO, SR 400 Peach Partners

GDOT Georgia Department of Transportation

SR400 PEACH PARTNERS

MEET YOUR P3 PARTNERS

GDOT
Georgia Department of Transportation

- Manages over 50,000+ miles of interstate and over 15,000+ bridges
- MMIP (Major Mobility Investment Program)

+

SR400 PEACH PARTNERS

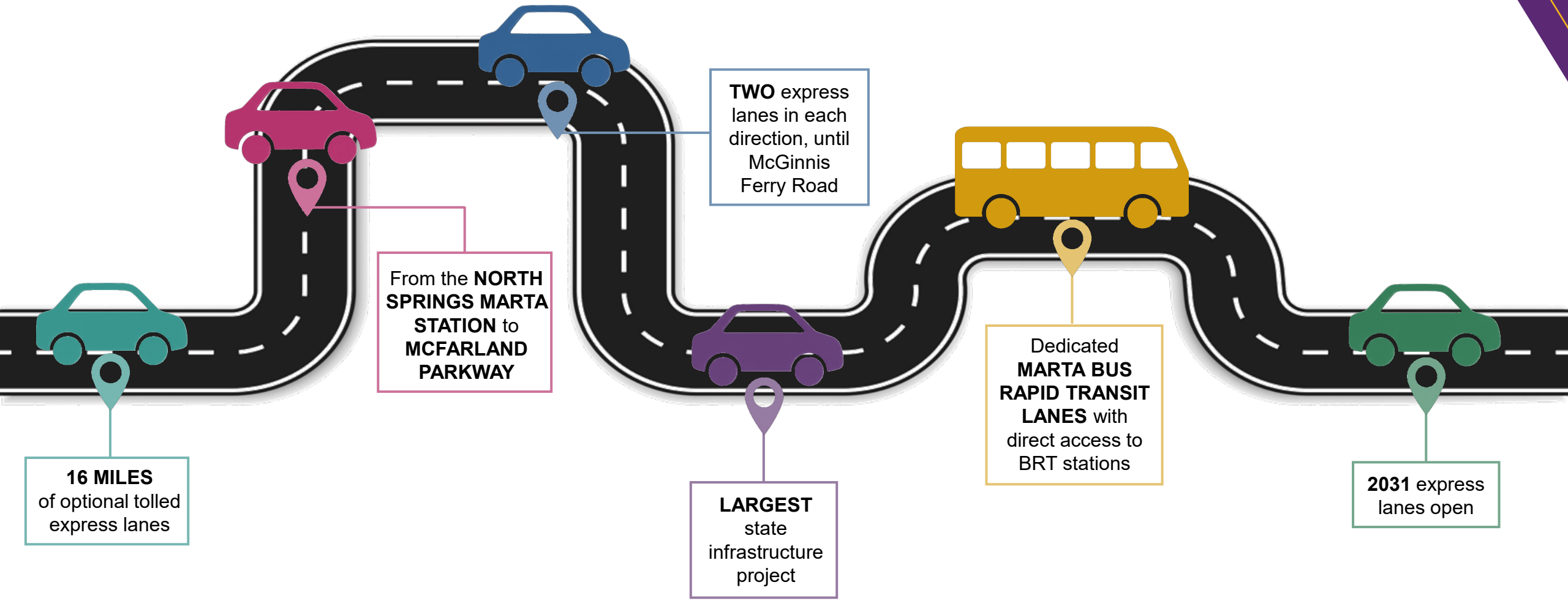
- Project developers with expertise in delivering complex transportation projects
- Consortium of industry experts
- DBFOM
- Long-term investment, 50+ year contract

=

GEORGIA Express Lanes® SR 400

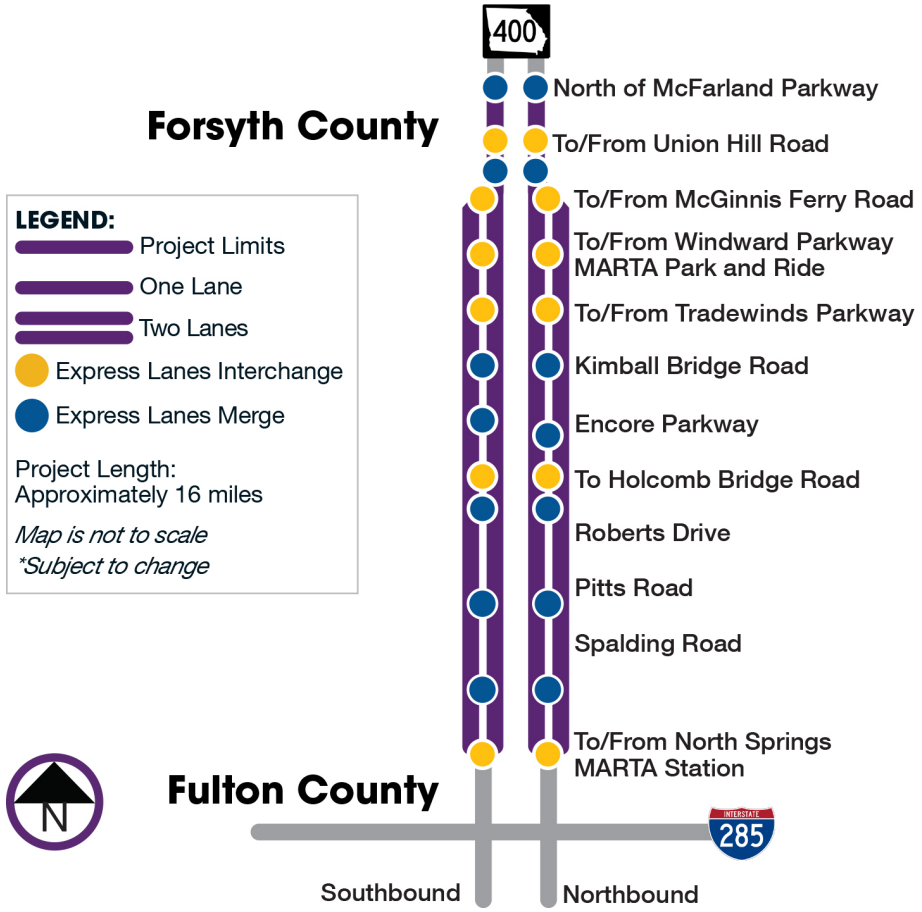
- Focus on reducing congestion with faster, more reliable travel along the SR 400 corridor
- Dynamic pricing and transit access
- Improved regional connectivity

PROJECT SCOPE

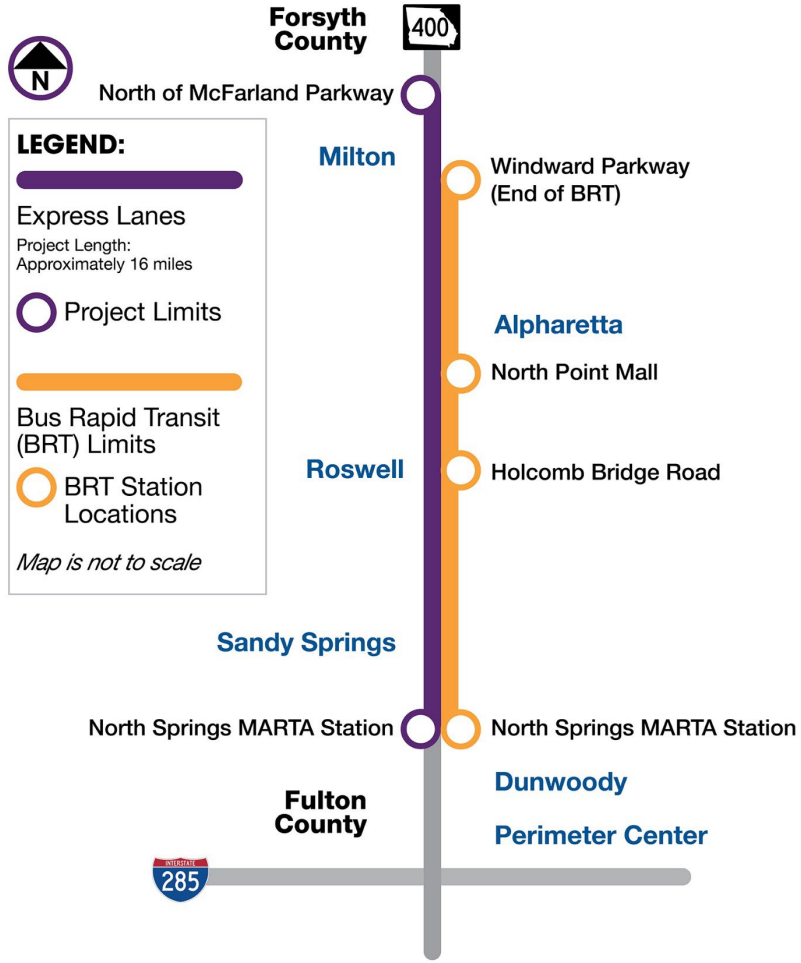


BASELINE ACCESS MAPS

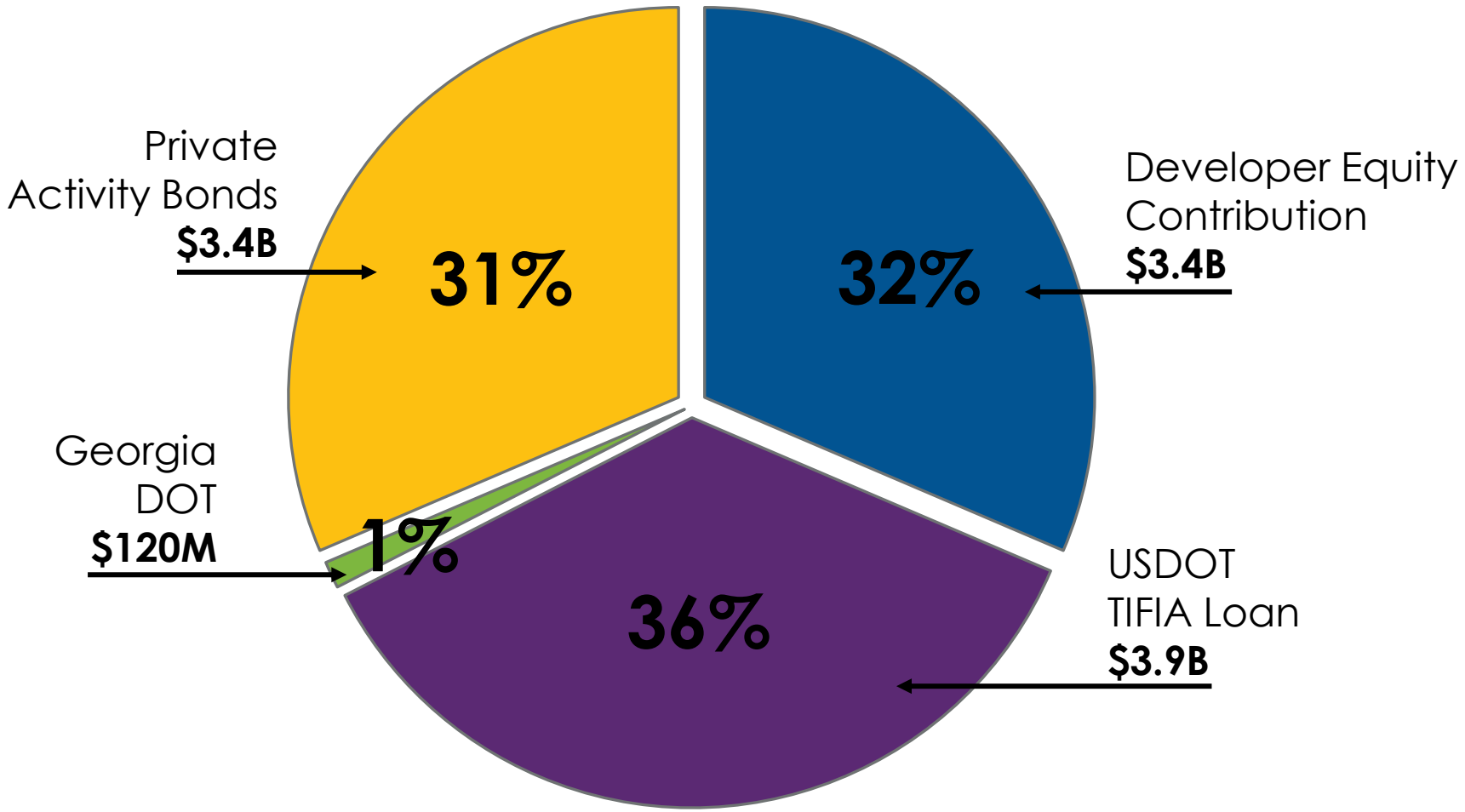
Baseline Access Map



Baseline Bus Rapid Transit Map

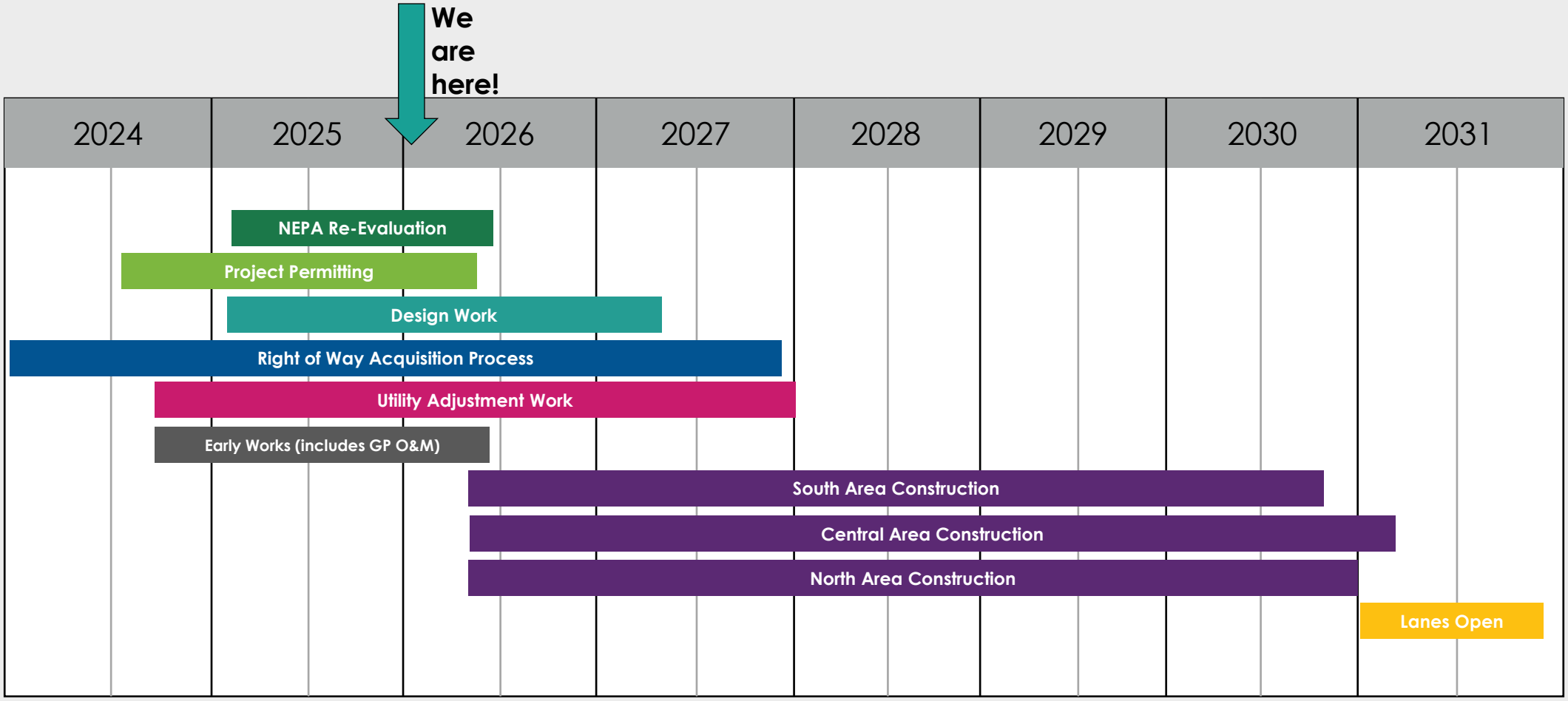


FINANCING



TOTAL PROJECT COST EST. **$11B**

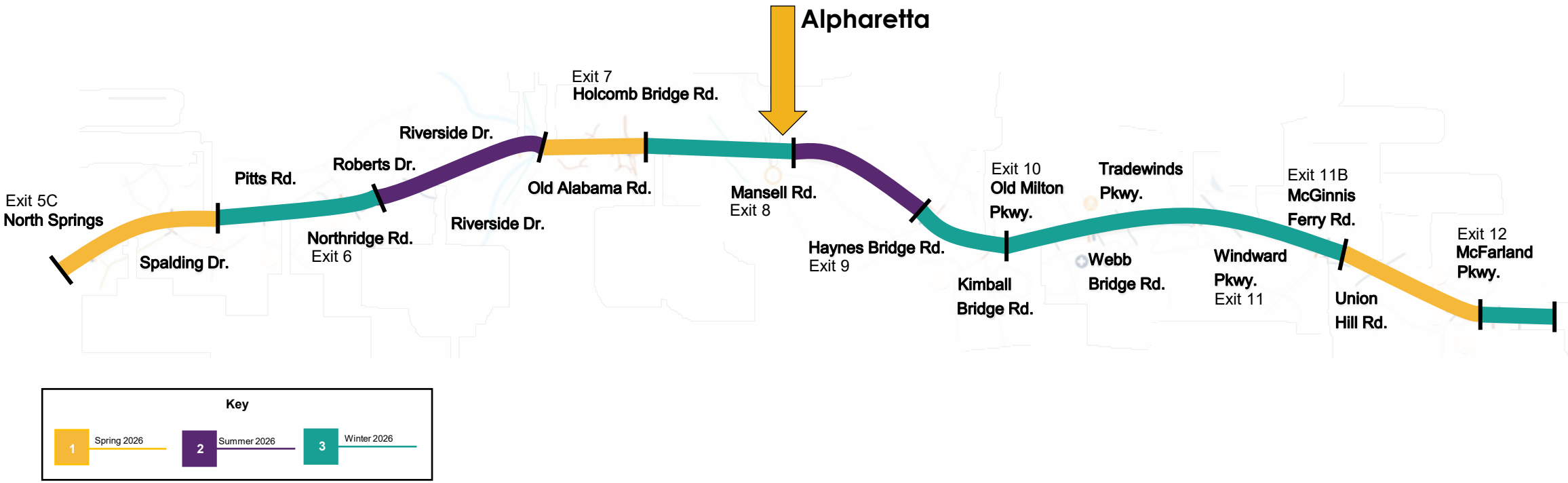
EXPECTED TIMELINE



WHAT'S NEXT
ALPHARETTA

WHAT TO EXPECT

DESIGN PROGRESS



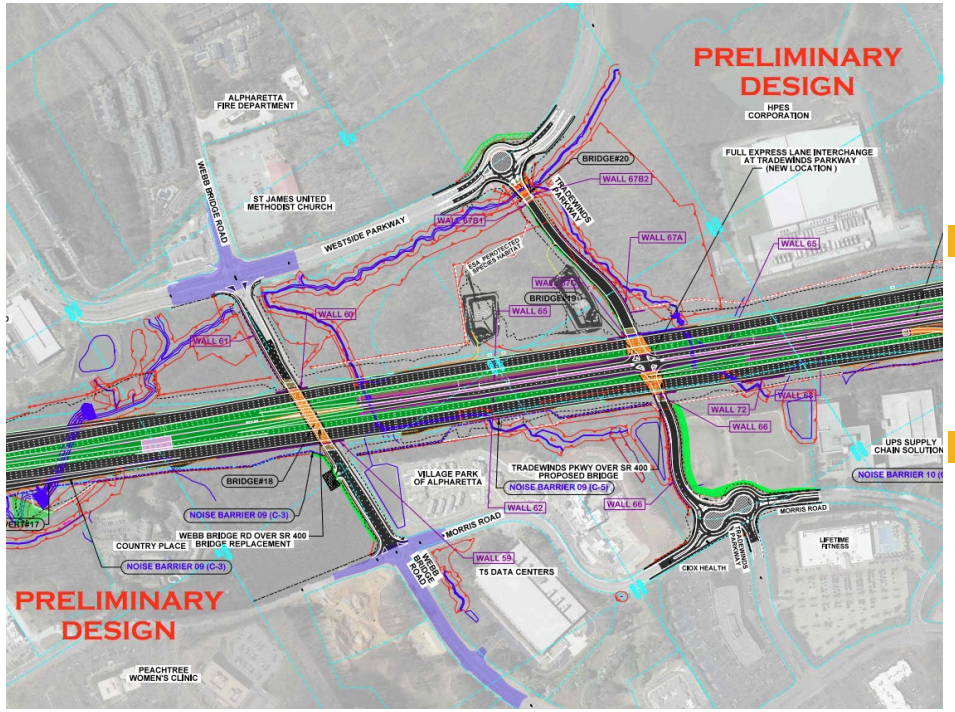
ALPHARETTA

ECP Area (Early Construction Package)

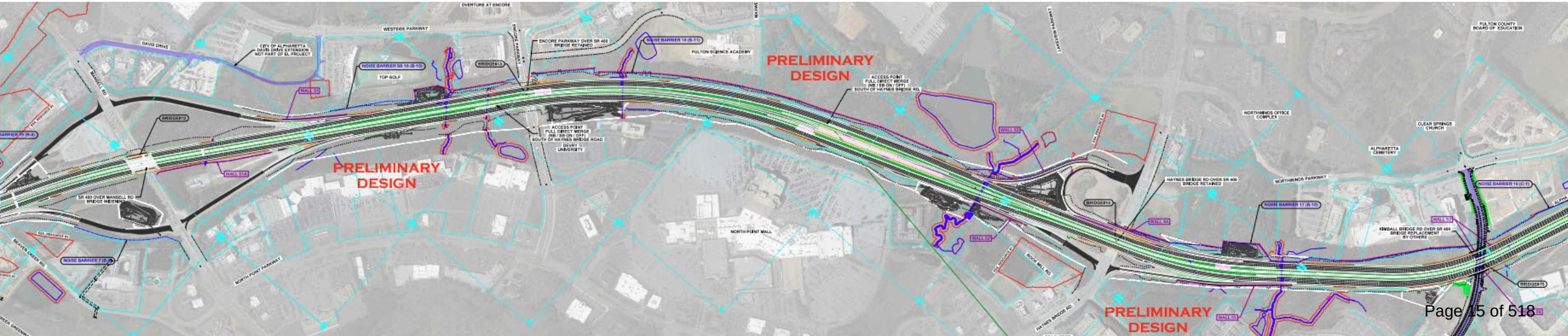
- Extends from Mansell Road to McGinnis Ferry Road
- Construction is scheduled to begin in Summer of 2026
- Additional clearing and grubbing activities will start March of 2026
- This sub-segment is projected to be completed by end of 2031
- The project phasing can be summarized into 3 Phases:
  - Phase 1: Building temporary widenings
  - Phase 2: Shift traffic to temporary areas (Outside), opening the median portion of the highway for work
  - Phase 3: Shifting traffic back to SR400 and build permanent pavement on the outside lanes
- Noise Studies are on-going and are scheduled to be completed by end 2026

CURRENT DESIGN

MANSELL ROAD TO KIMBALL BRIDGE ROAD



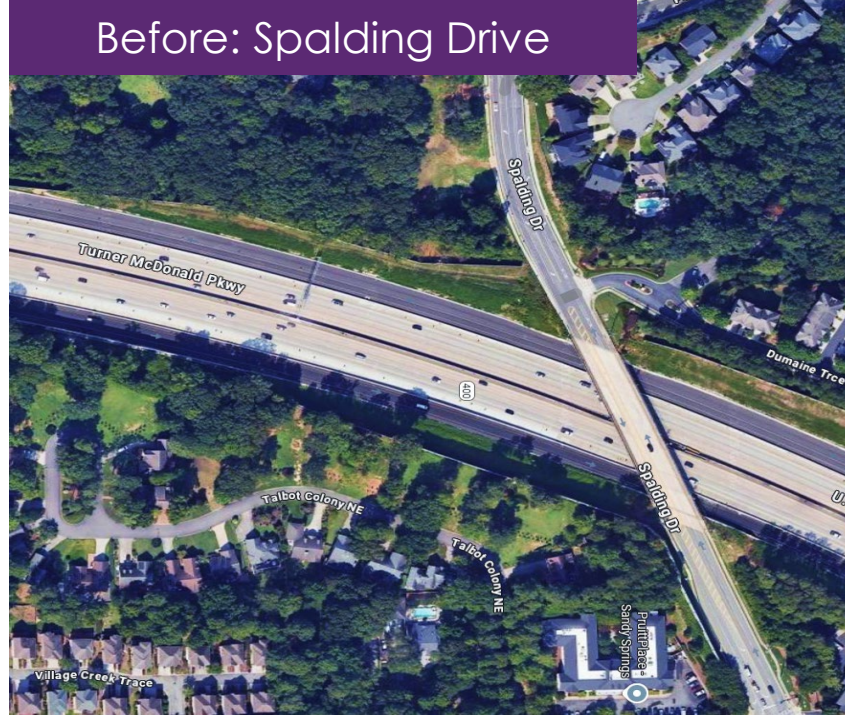
TRADEWINDS PARKWAY



Before: Windward Parkway

Before: BRT at Holcomb Bridge Road

Before: Spalding Drive



After: Windward Parkway

After: BRT at Holcomb Bridge Road

After: Spalding Drive

Q & A

Stay Connected

@GeorgiaDOT

@GADeptofTrans

@gadeptoftrans

www.dot.ga.gov

(770) 209-2520

Project Website:

Thank You

For Viewing

Noise Barrier

Fact Sheet

What is a noise barrier?

Noise barriers absorb traffic and construction noise to help minimize disturbance to those that live and work near high-traffic areas.

What will the noise barriers look like?

The appearance of the barriers has not yet been determined. Information about the color and finish will be shared as soon as they have been determined.

How are sound levels determined for noise barrier placement?

Noise barriers are placed in areas where noise could exceed acceptable sound levels established by state and federal noise policy. Current and future sound levels are determined through a computer noise model that factor in roadway traffic, terrain/ground features, noise-sensitive areas, such as homes, parks, etc., and/or any other feature that could influence noise.

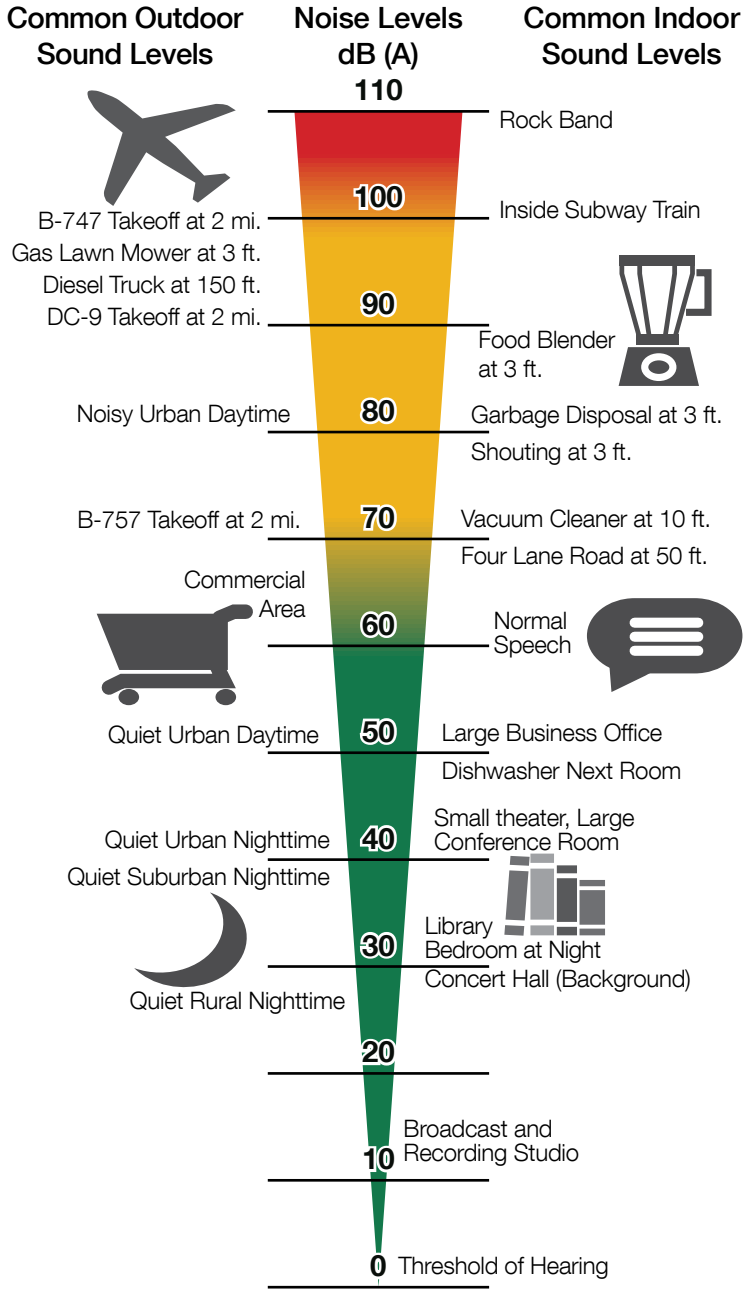
Are renters allowed to participate in voting for noise abatement?

Yes. All individuals, owners, and renters who would benefit from a proposed noise barrier get to participate in the voting.

How do you determine who would benefit from a noise barrier?

Georgia DOT measures potential noise impacts to residences, businesses, and other properties adjacent to the interstate. Residences and businesses that would realize a noise reduction of a least five decibels are referred to as “benefited receptors” and given the opportunity to vote either in favor or against the installation of noise barriers through a balloting process administered by Georgia DOT.

Common Sound Levels



Source:
Draft EIS/EIR LAX Proposed Master Plan Improvements, Los Angeles, CA, U.S. Department of Transportation, FAA, January 2001.

GDOT
Georgia Department of Transportation

What is considered a noise impact?

Noise impacts occur when sound levels approach or exceed the federal Noise Abatement Criteria (NAC) for each land use category. Sound levels are measured in decibels, and in Georgia, noise is "approaching" NAC when it comes within one decibel below the criteria. The NAC for an outdoor area of frequent human use at a residential home is 67 decibels, meaning 66 decibels or higher is considered an impact. The NAC for an outdoor area of frequent human use at a business (such as a pool) is 72 decibels, meaning 71 decibels or higher is considered an impact. An impact also occurs if the proposed project increases sound levels by 15 decibels.

In what cases would you not construct a noise barrier in an affected area?

Every situation is different. Some common reasons why a barrier is not proposed include:

- The inability to physically construct or maintain a barrier
- The barrier's inability to reduce sound for those impacted
- A barrier that does not meet Georgia DOT's reasonability requirements of minimum noise level reduction of 7 decibels, the total cost exceeds the $55,000 average allowance per benefited receptor, using $25 per square foot cost for the barrier, and outreach with property owners and residents (the current voting process).

Are noise barriers guaranteed?

They are not. In some cases, as final design and utility information is obtained, it is discovered that there are design and/or utility conflicts which result in Georgia DOT not being able to physically construct a noise barrier. In addition, votes are held to determine if benefited residents want the barrier. A barrier will not be constructed if a majority of those that would benefit from the barrier do not desire it.

How far from the road are levels studied, and how were those limits determined?

There is no set distance. Homes and other noise -sensitive areas are studied until the noise model no longer identifies noise impacts. Once all potential noise impacts are identified, no further modeling or studies occur.

At what point in the project would noise barriers be constructed?

The Project is in the early stages of development and a construction schedule has not yet been set. Once the Project is under construction, Georgia DOT encourages progressing the construction in such a way that priority is placed on constructing noise barriers as early as practical.

Stay Connected

http://www.dot.ga.gov/IS/MMIP

majormobility@dot.ga.gov (sign up for updates)
404-347-0185 (voicemail)

Georgia Department of Transportation
One Georgia Center | 600 West Peachtree Street NW
Atlanta, GA 30308

SR 400 Express Lanes

A Major Mobility Project — P.I. Number: 0001757

Frequently Asked Questions

Project Overview

What is the purpose of this project?

The SR 400 Express Lanes project aims to reduce congestion, improve travel time reliability, and enhance mobility along State Route (SR) 400 – one of Georgia's busiest commuter corridors.

The project adds 16 miles of tolled express lanes:

- Two, tolled express lanes in each direction between the North Springs MARTA Station (exit 5C – Fulton County) and McGinnis Ferry Road (exit 12A – Forsyth County.)
- One, tolled express lane in each direction from McGinnis Ferry Road (exit 12A – Forsyth County) to McFarland Parkway (exit 12 – Forsyth County.)

The SR 400 Express Lanes project is part of the **Major Mobility Investment Program** (MMIP), which consists of state and federally funded mobility projects to improve congested regions of the state to boost Georgia's competitiveness.

How long will construction last? And what are the major milestones?

Construction on the SR 400 Express Lanes is expected to begin in summer 2026, and open to traffic in 2031. Key milestones are listed on the project timeline (below).

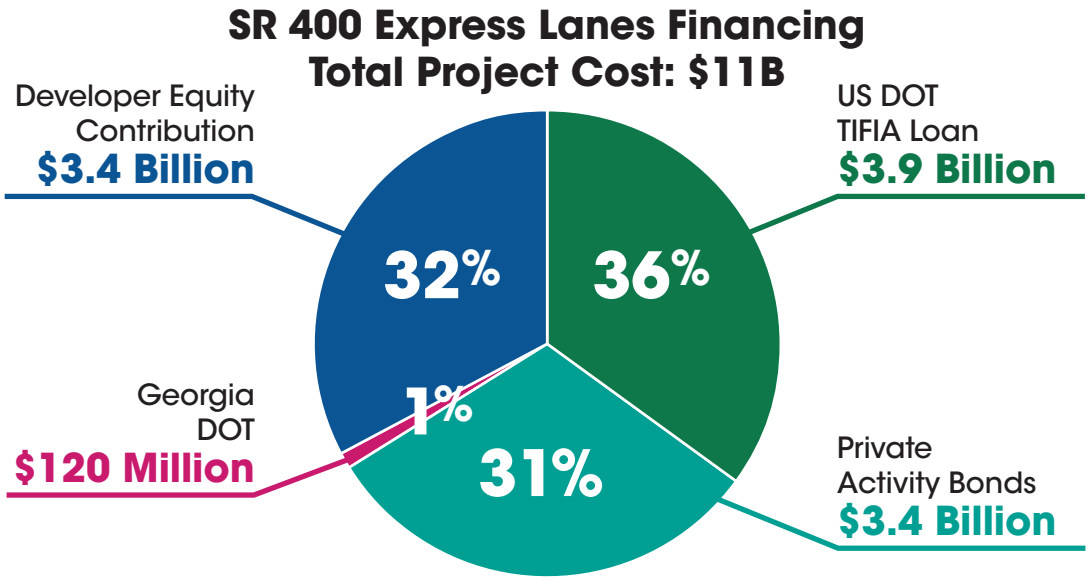
What are the expected benefits once the project is completed?

Upon completion of the express lanes, motorists on SR 400 should experience less congestion on both express and general purpose lanes, faster and more reliable travel times, improved overall traffic flow, and enhanced transit service. The SR 400 express lanes will also enhance regional travel by connecting motorists to the proposed I-285 express lanes and are designed to accommodate continued growth along the SR 400 corridor.

What is the total cost and how is it being funded?

The estimated total cost for the SR 400 Express Lanes project is approximately $11 billion [see chart], making it one of the largest Public-Private Partnership (P3) demand-risk projects.

A combination of private sector, state, federal, and local dollars will be used to fund the project, including exchanging toll revenue to the private sector partner to design, build, finance, construct, operate, and maintain the SR 400 Express Lanes. As a result of this P3 procurement model, the project will not require any additional public funding to build, operate, and maintain.



How will tolls be managed for express lane users?

Tolls will be "dynamically priced" using the existing **Peach Pass** system, with toll rates adjusted based on traffic volume to maintain optimal speeds for travelers. Vehicles with two axles and up to six wheels (class 6 vehicles) can access the express lanes; freight vehicles and trailers are not allowed. Transit buses and registered vanpools will be allowed toll-free access to the express lanes.

Construction Details

What measures are in place to reduce impacts on communities/businesses along SR 400?

Georgia DOT and its contractors will use sound walls, dust control measures, traffic management plans, and ongoing public information outreach to minimize disruption to traffic flow during construction. Access to local businesses and neighborhoods along the project corridor will be maintained throughout construction.

When will construction work occur?

Construction will occur both during the day and at night, with overnight work (typically 9 p.m. to 5 a.m.) used to minimize daytime traffic disruptions. Work will not take place on holidays. Specific work schedules may vary by location and activity. Advance notification of traffic impacts will be provided to the public via local media, social media, **project subscriber alerts**, road signage, and other means so motorists can plan their travel.

How will MARTA bus service be affected?

Local MARTA bus routes will continue during construction, although bus routes, schedule adjustments, or bus stop locations may be temporarily impacted based on construction activity at the interchanges along SR 400. Any modifications or impacts to stop locations will be advertised well in advance. MARTA patrons should reference **MARTA's webpage**.

When the project is completed, MARTA will implement a BRT route with dedicated buses. Georgia DOT will coordinate closely with MARTA to keep riders informed of schedule changes so travelers can plan commute and trip times.

What is Express Lanes Transit (ELT), and how does it support Bus Rapid Transit (BRT)?
Express Lanes Transit (ELT) is part of the Georgia Express Lanes system and will provide dedicated lanes for MARTA's Bus Rapid Transit (BRT) system on SR 400. The ELT functions similar to MARTA's rail lines to get passengers quickly and reliably to their destinations, bypassing highway congestion on the general purpose lanes. BRT service for SR 400 starts at the North Springs MARTA Station, with direct access to BRT stations at Holcomb Bridge Road, North Point Mall, and Windward Park and Ride commutes for all drivers.

How does this project help with congestion?
Travel in the express lanes is expected to be up to 30% faster than the general purpose lanes during peak travel times, according to a traffic analysis completed for this project. All motorists on SR 400 will benefit. As drivers opt for the express lanes, the number of vehicles in the general purpose lanes decreases, resulting in less congestion and quicker commutes.

Property and Environmental Impacts

What steps are being taken to minimize water/silt runoff, pollution, and other environmental impacts from heavy equipment and construction activities?
Georgia DOT will adhere to all federal and state environmental regulations throughout the scope of construction. All project contractors are required to follow strict erosion and sediment control plans, including the use of silt fences/ orange-barrier fencing, detention ponds, and water systems for drainage.

How will the environment and local wildlife be protected?
Extensive environmental assessments were conducted prior to the start of the project, and available for public review **here**. These findings were instrumental in developing best practices in design and construction to avoid and/or mitigate environmental impacts. Efforts have been made to avoid environmentally sensitive areas, wildlife habitat, and restore vegetation as required.

Communication and Information

How can I stay informed throughout the scope of the project?
Georgia DOT recognizes the need to communicate clearly and consistently to the public throughout the duration of the project. Multiple communication strategies will be used, including the project **website**, **subscriber list** for email notifications, newsletters, news media, social media, dedicated Public Information office for in-person visits, and information displays located in key locations throughout the communities.

Additionally, Georgia DOT is working collaboratively with local governments to ensure they stay informed of project activities and are provided information and materials to share with their constituents.

How can I submit a question, complaint, or concern about the project?
The public can reach the Project Communications Team through:

- The contact form on the **SR 400 Express Lanes project** website
- Project email @ **400expresslanes@dot.ga.gov**
- Project hotline 770-209-2520* (*In the event of an emergency dial 911)

Georgia Department of Transportation
One Georgia Center | 600 West Peachtree Street NW
Atlanta, GA 30308

Like and follow us!

SR 400 Express Lanes

A Major Mobility Project — P.I. Number: 0001757

Fact Sheet

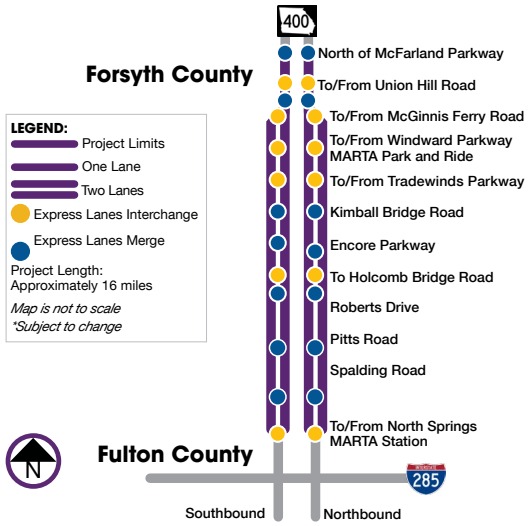
What is the Project?

To improve mobility on State Route (SR) 400, Georgia Department of Transportation (GDOT) is adding approximately 16 miles of optional tolled express lanes from the North Springs MARTA Station to McFarland Parkway. The project includes:

- Two express lanes in each direction between the North Springs MARTA Station and McGinnis Ferry Road
- One express lane in each direction from McGinnis Ferry Road to McFarland Parkway

The SR 400 Express Lanes are part of the Georgia Express Lanes network, and one of several large-scale Major Mobility Investment Program (MMIP) projects to improve transportation in Georgia's metro areas.

Where is the Project?



5 Facts About the Project

1. Express lanes will offer drivers and transit customers a host of benefits. As motorists opt for express lanes, traffic on the toll-free, general purpose lanes decreases, helping to reduce congestion and improve overall trip times.
2. Dynamic pricing will be used to manage toll rates on the express lanes. Toll rates will adjust based on real-time, traffic conditions to maintain optimal speeds. State-registered transit vehicles and vanpools can access the express lanes at no cost.
3. Express lanes offer a transit option, Express Lanes Transit (ELT), that doesn't currently exist and will extend transit services. ELT on the SR 400 Express Lanes corridor will be in the form of Bus Rapid Transit (BRT). Upon completion, transit providers will have access to the express lanes at multiple access points along the SR 400 corridor.
4. The SR 400 Express Lanes will integrate into the planned I-285 Express Lanes. This will create a seamless network across the northern perimeter of Atlanta, further enhancing mobility.
5. Travel on the SR 400 Express Lanes is expected to be up to 30% faster than the general purpose lanes during peak travel times. This is projected to reduce delays by 19,000+ hours each day for commuters in the SR 400 corridor.

What's Next?

Environmental Process	Private Sector Partner Selected	Design Phase Began	Construction Begins
2017-2021	Q3 2024	Q2 2025	Q3 2026

What's the Project Status?

In August 2024, the State Transportation Board approved the selection of SR 400 Peach Partners, LLC, as the private-sector partner (Developer) for the SR 400 Express Lanes Project. With this Public-Private Partnership (P3) in place, the project is moving forward. Construction is expected to start summer 2026, with substantial completion anticipated in 2031.

Stay Connected

All current project layouts and alignments are available on the project web page: **https://0001757-gdot.hub.arcgis.com/**

400expresslanes@dot.ga.gov (sign up for updates)

Project Hotline: **770-209-2520**

SR 400 Express Lanes Project Office:
800 North Point Parkway
Alpharetta, GA 30005

Like and follow us!

GDOT Georgia Department of Transportation

Georgia Express Lanes SR 400

PEACH PASS Keep Moving

12/04/2025

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 23, 2026

AGENDA ITEM:

City Council Planning Retreat Day #1 Minutes (Meeting of 1/16/2026)
Consideration and approval of the City Council Planning Retreat Day #1 minutes from the meeting of January 16, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the January 16, 2026 City Council Retreat Day #1 meeting at 10:00 a.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council CIty Council Planning Retreat on January 16, 2026 at 10:00 a.m.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Retreat Minutes 1.16.2026

City Council Planning Retreat Day #1
JANUARY 16, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

CHATEAU ELAN
100 RUE CHARLEMAGNE DRIVE
BRASELTON, GA 30517
NICE ROOM
10:00 AM

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 10:12 a.m.

2. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Dan Merkel
  - T. Kirk Driskell
  - Katie Reeves
  - John Hipes
  - Fergal M. Brady
  - Douglas J. DeRito
- Staff
  - Chris Lagerbloom, City Administrator
  - John Robison, Assistant City Administrator
  - Molly Esswein, City Attorney
  - Lauren Shapiro, City Clerk

- Adam Montgomery, Director of Information Technology
- Brad Denkinger, Fire Chief
- Brooke Lappin, Director of Municipal Court
- Charlie Jewell, Director of Economic Development
- Cris Randall, Director of Human Resources
- 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
- Alex Baker, Executive Office Coordinator
- Deanna McKay, Public Communication & Engagement Coordinator

3. PLANNING RETREAT DAY #1 ANNOUNCEMENTS

A. The Mayor, City Council, and City Staff will have a working lunch today in the Nice Room beginning at 12:00 pm and a scheduled break at approximately 2:30 pm.

4. FISCAL YEAR 2026 CITY COUNCIL PRIORITIES

A. Performance Update

- Police Chief, Trent Lindgren, provided an update on jail operations, crime trends, call volume, and staff vacancies.
- Public Communication & Engagement Coordinator, Deanna McKay, provided an update on social media growth, ADA accessibility of the City's website, and online ChatBot usage.
- City Administrator, Chris Lagerbloom, provided an update on Milton Avenue dumpsters, a future parking plan, a permit process for downtown sales and solicitation, and overhead lighting over Milton Avenue.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, provided an update on remaining Alpha Loop sections to be constructed, successes of the Alpha Loop Foundation, attendance and participation numbers for recreation and cultural arts programming, and the YMCA partnership.
- Director of Public Works, Pete Sewczwicz, provided an update on the assessment of City facilities (60 buildings and over 4,000 assets).
- Director of Human Resources, Cris Randall, provided an update on recruitment costs and employee tenure trends in the government sector.

5. TIME CERTAIN 11:30 AM – CAA ICON UPDATE

A. CAA Icon Update

- CAA Icon Senior Vice President, Josh Cohen, provided an update regarding their work for the City.

- Mayor Gilvin recessed the meeting for a break at 12:15 pm.
- Mayor Gilvin reconvened the meeting at 12:53 pm.

6. FUTURE STRATEGY DISCUSSION

A. Discuss Current State/Market Trends

- Mayor Gilvin shared his goals for 2026:
    - Revise the Comprehensive Plan based on the vision of a majority of Alpharetta Residents;
    - Implement the LCI North Point Corridor Plan;
    - Implement Long-Term Capital Plan;
    - Successfully negotiate the Service Delivery Strategy with Fulton County and cities;
    - Successfully negotiate the North Point Tax Allocation District #3 with third party organizations; and
    - Work towards creating a place for young people to buy a home in Alpharetta.

- Mayor Pro Tem Merkel shared his goals for 2026:
    - Redevelopment of North Point;
    - Address vacant office;
    - Share success stories of new development and business development throughout Alpharetta; and
    - Increase visits to businesses already established in Alpharetta.
- Council Member DeRito shared his goals for 2026:
    - Attract new/other industries to fill vacant office buildings;
    - Review potentially increasing service costs based on an increase in residential development, so that the millage rate can remain the same;
    - Review the Comprehensive Plan to determine if there are ideal locations for dense, small housing units to attract young professional to purchase homes in Alpharetta; and
    - Research a potential Trolley System for Alpharetta.
- Council Member Hipes shared his goals for 2026:
    - Maintain the current safety levels of the City;
    - Evaluate how the City can continue with our current tax rates;
    - Ensure that Downtown Alpharetta can sustain itself;
    - Increase the arts in Alpharetta;
    - Work towards transforming Alpharetta to a Walkable City instead of a "Car Centric City"; and
    - Keep the "unity" in "Community.
- Council Member Reeves shared her goals for 2026:
    - Review opportunities for modernizing areas with big box stores on the East Side of Windward Parkway;

- Work towards development of "spurs" from the Alpha Loop to connect other parts of the City that are not immediately connected to the Alpha Loop;
- Increase communication and improve outreach between residents and City leadership;
- Develop a 3-5-year Financial Plan and Capital Plan; and
- Develop a 5-year Strategic Plan.

- Council Member Brady shared his goals for 2026:
  - Protect the Alpharetta "bubble" and plan for what comes next.
- Council Member Driskell shared his goals for 2026:
  - Continue to be a City where people choose to come to Alpharetta because of what this City offers.

B. Vision and Mission Alignment

- Assistant City Administrator, John Robison, came forward to lead a discussion on the City's Vision and Mission.
- This year, Assistant City Administrator Robison will be implementing a Citywide leadership development program for all interested employees (and supervisors) called AlphaEdge (EDGE = Expand, Develop, Grow, and Elevate). This program will be a partnership between the City and Gwinnett Tech.

7. CITY COUNCIL DISCUSSION, VISIONING, AND PRIORITY SETTING

A. The following topics were identified prior to the retreat. However, there is a significant likelihood that other priorities of the Mayor and Council will and may be discussed as they are identified during the retreat. It is also likely some topics will not be discussed.

TOPICS OF DISCUSSION MAY INCLUDE THE FOLLOWING ITEMS:

1. Communicating Effectively as a new City Council

- The Council discussed preferred methods of communication with one another and whether self-evaluations may be needed throughout their terms.

- Mayor Gilvin recessed the meeting for a break at 2:31 pm.

- Mayor Gilvin reconvened the meeting at 3:04 pm.

2. **Fiscal Year 2025 Financial Review, Fiscal Year 2026 Financial Status and Mid-Year Budget Discussion**

   - Director of Finance, Tom Harris, provided an update on the City's financial status during Fiscal Year 2025 and the City's current financial status so far in Fiscal Year 2026.
   - A presentation outlining this discussion is attached hereto as "Exhibit A."

3. **Executive Session**

   ❖ Council Member Hipes offered a motion to recess the meeting for Executive Session.

   - Council Member DeRito seconded the motion.
   - The motion was approved unanimously (7-0).

   - Mayor Gilvin recessed the meeting at 4:08 p.m. for an Executive Session for the purposes of litigation.

   ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.

   - Council Member DeRito seconded the motion.
   - The motion was approved unanimously (7-0).

   - Mayor Gilvin reconvened the meeting at 4:55 p.m.

4. **North Point Mall Redevelopment**

   - The City Council discussed potential redevelopment opportunities at North Point Mall.

8. **PLANNING RETREAT DAY #1 ADJOURNMENT**

❖ Mayor Pro Tem Merkel offered a motion to adjourn the meeting.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (7-0).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 5:56 p.m.

Respectfully submitted,

Lauren Shapiro, City Clerk

EXHIBIT A

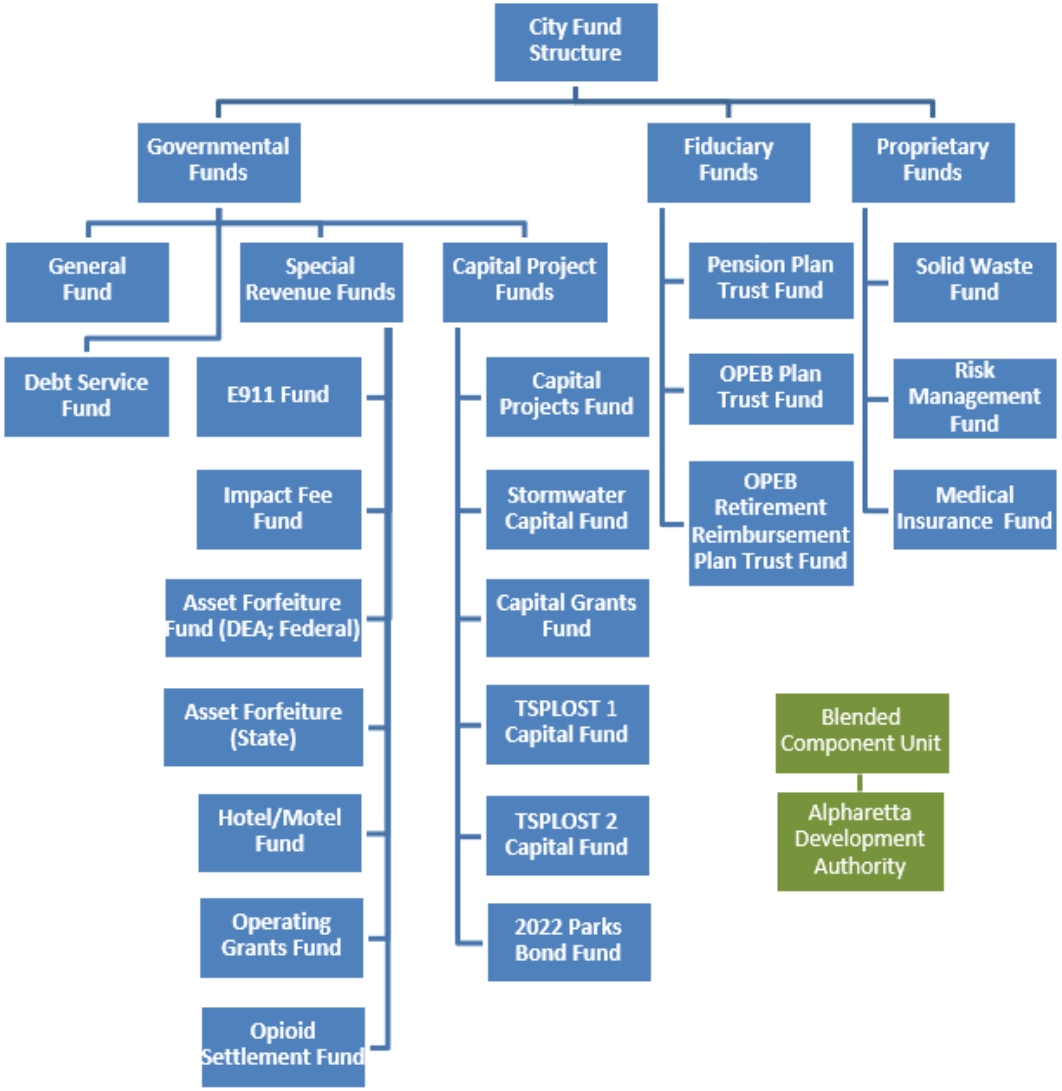
City Council Retreat (Jan. 16-17, 2026)
Financial Status Update

Agenda

- Fiscal Year 2025 Financial Review
- Fiscal Year 2026 Financial Status and Mid Year Budget
- Funding our Future

Fiscal Year 2025 Financial Review

Fund Structure



21 Total Funds

- 15 Governmental Funds
- 3 Fiduciary Funds
- 3 Proprietary Funds
- 1 Blended Component Unit

FY 2025 Financial Review

General Fund

• Operations	Actual	Over/(Under) Budget
– Revenues	$96.5M	$2.3M
– Expenditures		
• Operations	(85.4M)	(4.8M)
• Appropriated Capital Transfer	(4.0M)	
Surplus from Operations	$ 7.1M	
• PY Fund Balance Capital Transfer	(9.4M)	
• Net change in Fund Balance	($ 2.3M)	

% of Budget Spend Statistics
Salaries/Benefits (97%)
Maint./Operations (92%)

- Fund Balance
  - Beginning Fund Balance $38.0M
  - Net change in Fund Balance (2.3M)
  - Ending Fund Balance $35.7M

Emergency Reserve:	$24.2M
FY 2026 Budget:	5.0M
FY 2027 Budget:	5.7M
Litigation Reserve:	0.8M
	$35.7M

Historical Fund Balance Trends

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beginning Fund Balance	**$ 27.3**	**$ 28.5**	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**
Revenues	**$ 65.1**	**$ 66.0**	**$ 73.9**	**$ 71.9**	**$ 74.5**	**$ 81.1**	**$ 87.6**	**$ 91.2**	**$ 96.5**
Expenditures									
Operations	**$ (53.3)**	**$ (55.8)**	**$ (59.1)**	**$ (60.8)**	**$ (60.9)**	**$ (66.4)**	**$ (72.3)**	**$ (79.4)**	**$ (85.4)**
Capital Transfers									
Capital (Fund Balance)	$ (6.0)	$ (8.8)	$ (6.1)	$ (4.5)	$ (4.4)	$ (5.8)	$ (12.6)	$ (10.5)	$ (9.4)
Capital (FB Adv; Adopted Budget)	-	-	-	(1.0)		-	-	-	-
Capital (FB Adv; Mid-Year Budget)	-	-	-	(2.0)	-	-	-	-	-
Capital (Recurring)	(4.5)	(4.5)	(4.5)	(4.8)	(0.2)	(1.7)	(3.0)	(4.0)	(4.0)
Capital (One-Time)	-	(0.7)	(1.0)	-	-	-	-	(1.8)	-
	$ (10.5)	**$ (14.0)**	**$ (11.6)**	**$ (12.3)**	**$ (4.5)**	**$ (7.5)**	**$ (15.6)**	**$ (16.3)**	**$ (13.4)**
Net Change in Fund Balance	**$ 1.2**	**$ (3.8)**	**$ 3.2**	**$ (1.2)**	**$ 9.1**	**$ 7.2**	**$ (0.3)**	**$ (4.6)**	**$ (2.3)**
Ending Fund Balance	**$ 28.5**	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**	**$ 35.7**
Fund Balance Breakdown									
Capital (next budget year)	$ 8.8	$ 6.1	$ 4.5	$ 5.3	$ 5.8	$ 12.6	$ 10.5	$ 9.4	$ 5.0
Capital (next budget year; advance)	-	-	3.0		-	-	-	-	-
Capital (two budget years away)	6.1	4.5	5.3	5.8	12.6	10.5	9.4	5.0	5.7
COA History Book	0.0	-	-	-	-	-	-	-	-
Litigation Reserve	-	-	-	-	-	-	-	-	0.8
Emergency Reserve	13.5	14.0	15.0	15.5	17.2	19.7	22.6	23.5	24.2
	$ 28.5	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**	**$ 35.7**

Capital:	$4.4M
Non-Allocated:	0.7M
Compensation:	0.2M
Fund Balance:	$5.3M

Fund Balance Methodology

- Fund Balance is programmed into the budget once known (audited financials).
- Annually, upon completion of the audit, the Fund Balance is allocated as follows:
  - Emergency Reserve is designated at 25% of current FY budgeted expenditures (3 months of operating expenditures).
    - All remaining fund balance is allocated towards one-time initiatives:
      - Covers the current FY Budget.
      - Remaining is set aside to cover the upcoming FY Budget that is being programmed.

Fiscal Year 2026 Financial Status and Mid-Year Budget

FY 2026 Financial Status

November 2025 Monthly Report Dashboard

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes	↔	$415,000
Local Option Sales Tax	↔	$0
Franchise Tax	↔	($75,000)
Insurance Premium Tax	↑	$769,239
Alcohol Beverage Excise Tax	↔	$25,000
Building Permit Fees	↔	$100,000
Business and Occupational Tax	↔	$0
Court/Traffic Fines	↔	$0
Recreation/Special Event Fees	↔	($50,560)
Hotel/Motel Tax (City portion)	↑	$187,500
Other Revenues	↔	$240,463
Minimum Surplus Goal Needed to Fund Capital: *($15M Annual Capital Need less $1.5M allocated in the annual budget and $4.5M allocated through TSPLOST)*		**$9.0M**
Less: Forecasted Revenue Gain		**$1.6M**
Less: Forecasted Expenditure Savings		**($3.0M)***
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($4.4M)***

+$1.6M

** Forecasted losses/savings will be updated once more trend data becomes available.*

FY 2026 Financial Status

- Revenue forecasts are slowing/declining/irregular

		Revenue Growth (actuals)				
	% of Budget	2026ytd vs 2025ytd	2025 vs 2024	2024 vs 2023	2023 vs 2022	2022 vs 2021
LOST	23%	1%	2%	2%	5%	21%
Motor Vehicle Title Tax Fee	4%	2%	5%	2%	10%	14%
Franchise Taxes	7%					
Electric		-	14%	-1%	16%	3%
Cable		-19%	-10%	-18%	-8%	-5%
Telephone		-42%	-50%	-4%	-56%	-34%
Alcohol Beverage Excise Tax	3%	0%	-4%	-1%	6%	18%
Municipal Court Fines	2%	-3%	6%	-20%	30%	12%
Hotel Taxes	4%	0%***	2%	-2%	17%	105%

		Valuation Growth	
	% of Budget	FY 2026	FY 2025
Property Taxes	35%		
Taxable Residential Valuations*		9%	10%
Taxable Commercial Valuations**		-1%	2%
	78%		

** Anticipate slower growth in FY 2027 due to high-interest rate environment.*

*** Anticipate further declines in FY 2027 due to slowing economic activity coupled with office vacancy rates.*

*** After adjusting for prior-year collections remitted during FY 2026 (i.e. online hotel websites).

Mid-Year Budget Requests (Operating)

GENERAL FUND	Revenue	Expense	Net Cost
Economic Development			
Return of expired IGA Funding for Development Authority.			
Initiatives			
Local Job Creation Grant Program	$ 32,500	$ -	$ 32,500
High Impact Permitting Grant Program	20,948	-	20,948
Personnel Funding Reallocations (Multiple Departments)			
This request reallocates departmental personnel budgets to reflect previously approved position changes implemented since adoption of the FY 2026 Budget. No position changes (additions, reductions, reclassifications, or new positions) are being requested as part of this action.			
City Administration			
Assistant City Administrator	-	104,821	(104,821)
Municipal Records Officer	-	29,403	(29,403)
Finance Department			
Treasury Division Reorganization	-	19,961	(19,961)
Police Department			
Public Safety Director	-	(271,152)	271,152
Police Department/IT Department			
Public Safety System Administrator (transfer between Departments)	-	-	-

Mid-Year Budget Requests (Operating)

GENERAL FUND	Revenue	Expense	Net Cost
General Government			
Adjust revenue appropriations for Insurance Premium Taxes to reflect actual collections in FY 2026.			
Insurance Premium Tax Collections (over budget)	769,239	-	769,239
The City's E911 Fund has reached a point where recurring 911 tax revenue is no longer sufficient to fully support ongoing operational costs. As call volume, service demands, and associated personnel and technology expenses continue to rise, the E911 Fund has experienced a structural gap between revenues and expenditures. The subsidy request is anticipated to be an annual request moving forward.			
E911 Fund subsidy (100% of forecasted subsidy)	-	564,175	(564,175)
The city managed the Downtown Dumpster Program that included setting aside spaces within the Roswell Street parking lot to house solid waste and recycling dumpsters to service various downtown restaurants. Improvements to the program were recently implemented. This new program went into effect on December 31, 2025. The funding requested herein is to cover costs incurred for the 1st six months of FY 2026 where the program was not billed while the City formulated an effective replacement program. This is a one-time subsidy request.			
Sanitation Fund subsidy	-	75,000	(75,000)
Subtotal	**$ 822,687**	**$ 522,208**	**$ 300,479**
Contingency (increase from $913,617 to $1.2 million)	**-**	**300,479**	**(300,479)**
Total	**$ 822,687**	**$ 822,687**	**$ -**

Mid-Year Budget Requests (Capital)

CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	$ 300,000	$ 130,000	$ 430,000
Net Budget Adjustments	**$ 300,000**	**$ 130,000**	**$ 430,000**
Expenditures by Project:			
Public Works			
Crabapple Government Facility Roof Replacement	$ -	$ 70,000	$ 70,000
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	1,665,000	(1,665,000)	-
Non-Allocated	1,469,003	1,725,000	**3,194,003**
Net Budget Adjustments	**$ 3,134,003**	**$ 130,000**	**$ 70,000**

Mid-Year Budget Requests (Capital)

IMPACT FEE FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Impact Fees (Parks)	$ -	$ 379,813	$ 379,813
Impact Fees (Roads)	-	108,639	108,639
Impact Fees (Public Safety)	-	24,024	24,024
Net Budget Adjustments	**$ -**	**$ 512,476**	**$ 512,476**
Expenditures by Project:			
Impact Fees (Roads)			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 2,062,937	$ (2,062,937)	$ -
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	-	2,223,615	2,223,615
Non-Allocated (Parks)	840,756	379,813	**1,220,569**
Non-Allocated (Roads)	52,039	(52,039)	**-**
Non-Allocated (Public Safety)	120,359	24,024	**144,383**
Net Budget Adjustments	**$ 3,076,091**	**$ 512,476**	**$ 3,588,567**

Mid-Year Budget Requests (Capital)

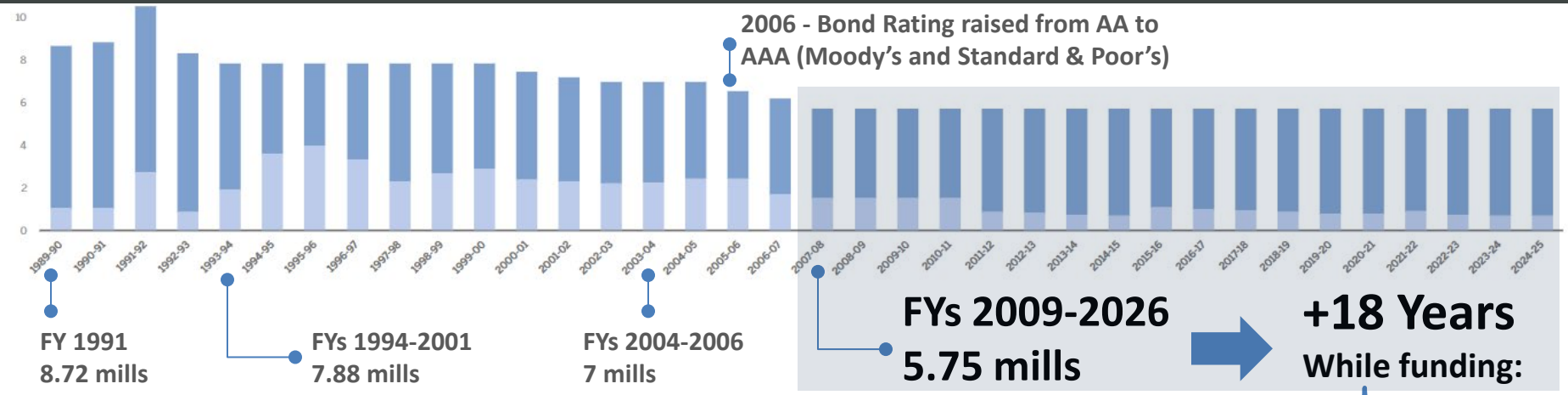
TSPLOST-II CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
TSPLOST-II Tax Revenue (90% to 100% of GSU forecast)	$ 6,985,201	$ 6,146,934	$ 13,132,135
Investment Earnings	400,000	700,000	1,100,000
Net Budget Adjustments	**$ 7,385,201**	**$ 6,846,934**	**$ 14,232,135**
Expenditures by Project:			
Public Works			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 7,937,063	$ 2,062,937	$ 10,000,000
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	2,998,902	(2,223,615)	775,287
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	-	1,665,000	1,665,000
Non-Allocated	3,881,433	5,342,612	**9,224,045**
Net Budget Adjustments	**$ 14,817,398**	**$ 6,846,934**	**$ 21,664,332**

Mid-Year Budget Requests (Capital)

TSPLOST-I CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	$ 300,000	$ 550,000	$ 850,000
Net Budget Adjustments	**$ 300,000**	**$ 550,000**	**$ 850,000**
Expenditures by Project:			
Non-Allocated	$ 1,389,099	$ 550,000	**$ 1,939,099**
Net Budget Adjustments	**$ 1,389,099**	**$ 550,000**	**$ 1,939,099**

Fiscal Year 2027 Forecast

Millage Rate History



$115M in Bond Issues:

- **Series 2012 GO Bond ($29M)** - City Hall, Parking Garage, Brooke St. Park, Public Space, creating Downtown.
- **Series 2016 GO Bond ($52M)** - $27M Transportation (Rucker Rd, Kimball Bridge Rd); $25M Parks (Greenway ext. to Forsyth, WP Pool, Preston Ridge Comm. Ctr, Arts Ctr, Parkland).
- **Series 2022 GO Bond ($30M)** - Upgrades (Wills Park, Eq. Ctr., Union Hill Park, Webb Br. Park, etc.) and New Parks (Waters Rd Park, Mid-Broadwell Park, etc.).
- **Series 2013 DA Bond ($4M)** - Gwinnett Technical College.

Top Tier Employer

- Highly competitive pay/benefits

$11M in HX Tax Savings Annually

HX Increases:

- FY 2011: $30K to $35K
- FY 2012: $35K to $40K
- FY 2021: $40K to $45K, Floating HX, and removal of income restrictions for Senior Basic HX

New City Hall & Downtown

+$2B Tax Digest Growth:

- $4.7B (FY 2009) - $7B (FY 2026)

Expanded PS HQ and 911

+50 Positions:

- Net = 100% Public Safety

Assumption of Alpharetta Jail operations

2 Recessions:

- **Great Recession** (Dec. 2007 thru June 2009).
- **COVID Recession** (Feb 2020 thru April 2020).

+6 New Parks, +3 New Park Facilities:

- Cogburn Rd Park, Brooke St. Park, Town Green, Mid-Broadwell Rd Park, Old Rucker Park (incl. Farm), Waters Road Park, Arts Center, Preston Ridge Community Center, expanded Wills Park Pool. With more Park improvements coming soon! (Wills Park, Wacky World, etc.)

ISO-1 Rating

Miles of New Sidewalks and Trails:

- Sidewalks, Greenway Extensions (Webb Bridge Rd. to Forsyth), AlphaLoop.

Millage Rate Comparison

- Millage rates approved in 2025

	Millage Rates (est.)			Effective Millage Rate for Average Homeowner		Homestead Exemptions		Comparison of Alternate Revenue Sources	
	Operations	Debt Service	Total	Operations	Total			Gross Receipts based Business/ Occupation tax	Stormwater Fee
Johns Creek	3.492	0.250	3.742	3.305	3.555	15,000	floating	YES	YES
Milton	4.193	0.310	4.503	3.968	4.278	15,000	floating	YES	NO
Roswell	4.049	0.900	4.949	4.049	4.949	-	floating	YES	YES
Alpharetta*	5.030	0.720	5.750	4.222	4.942	45,000	floating	NO	NO
Sandy Springs	4.731	0.000	4.731	4.478	4.478	15,000	floating	YES	NO
Brookhaven**	2.740	0.470	3.210	2.388	2.858	36,000	floating	YES	YES

Homestead Exemption tax-reduction calculations are based on an average home value of $700,000.

* Alpharetta's Homestead Exemptions saves our homeowners $11 million annually.

** Does not include Special Tax District (STD) and Special Service District (SSD) millage rates. These millage levies apply only to commercial and exempt properties. They do not apply to residential properties, including those with homestead exemptions or purely multi-family residential buildings. However, mixed-use developments that combine commercial and residential uses may still be subject to the SSD tax, depending on their zoning.

Special Tax District/STD (12 mills): located in the I-85, North Druid Hills area. The STD funds police, code enforcement, and infrastructure from the imposition of an ad valorem tax mill rate on properties in this designated area.

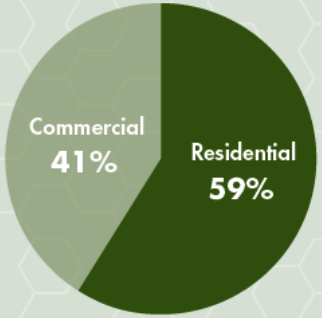
Special Service District/SSD (4.00 mills). This SSD funds capital projects and governmental services.

Taxpayer Statistics

Tax Base Segmentation

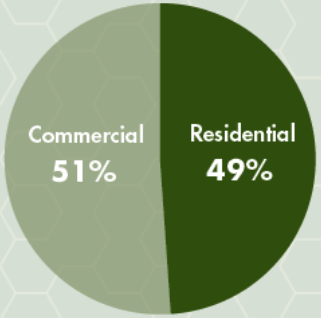
The charts below highlight the City's tax base segmentation from multiple perspectives, including assessed valuation and taxable valuation. The shift in valuations (assessed vs. taxable) between residential and commercial property segments is primarily attributable to the City's generous homestead exemption offerings (applies to Residential tax base segment only).

Assessed Valuation



Assessed value is equal to 40% of the Fair Market Value (price a knowledgeable buyer would pay) that the Fulton County Board of Assessors assigns to a property before any homestead exemptions and/or adjustments are applied.

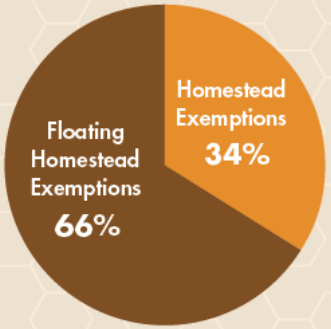
Taxable Valuation



Taxable value represents the valuation after homestead exemptions and/or adjustments are applied.

Annual Taxpayer Savings

$11 million



The City's Exemptions

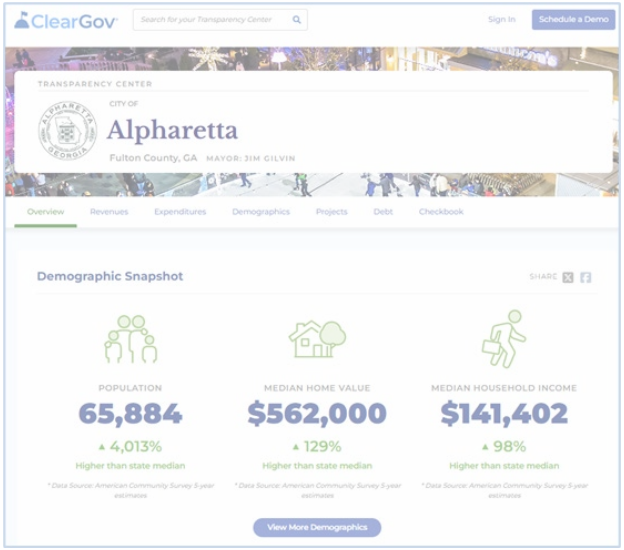
- Floating Homestead exemption that caps the taxable value growth of homesteaded properties to the lesser of 3% or CPI;
- Basic Homestead exemption of $45,000 which is among the highest in the State;
- Senior Basic Homestead exemption of $25,000 for residents aged 65 and older; and
- Senior Full-Value Homestead exemption available to residents aged 70 and older who meet certain income requirements.

Where Does My Property Tax Dollar Go?

Budget Timeline

City of Alpharetta

Fiscal Year 2027 Budget Calendar



2025

SEPTEMBER-DECEMBER

- Capital Improvement Plan (CIP) and FY 2027 Capital Investment review and update by Departments.

2026

JANUARY 16-17

- City Council Planning Retreat

JANUARY-FEBRUARY

- FY 2027 Budget kickoff
  FY 2027 Budget target data distributed to departments:
  - Phase II (maintenance and operations).
  - Phase III (operational budget initiatives).
  - Performance Measurement ("PM") template:
    - FY 2025 actual vs. target (results).
    - FY 2026 target.
    - FY 2027 target.
  - Departmental organizational charts.
  - Departmental goals and objectives.
- CIP and FY 2027 Capital Investment review by the Finance Department.

FEBRUARY-MARCH

- FY 2027 Budget review by the Finance Department.
- CIP and FY 2027 Capital Investment refresh by Departments.

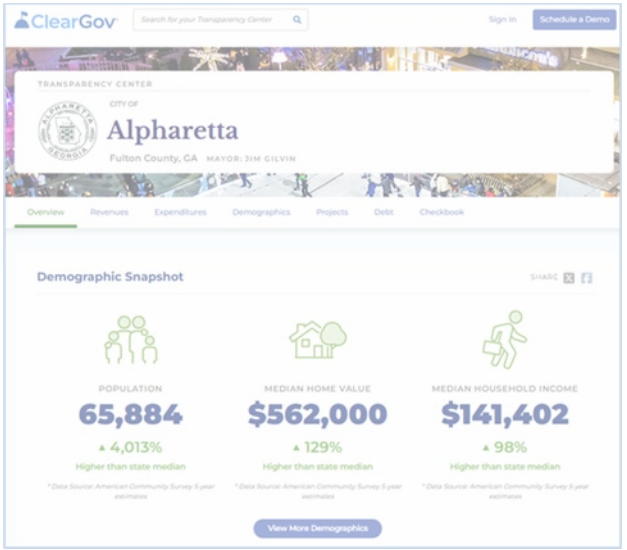
MARCH-APRIL

FY 2027 Budget, CIP, and FY 2027 Capital Investment Review by City Leadership including City Administration and Departments.

Budget Timeline

City of Alpharetta

Fiscal Year 2027 Budget Calendar



2026

April 2026

- FY 2027 Budget (including CIP and Capital Investment) release including:
  - Budget Document (bookmarked pdf).
    - https://www.alpharetta.ga.us/343/Annual-Operating-Capital-Budget
  - Online Transparency Portal:
    - ClearGov - Revenue and Expense category totals.
      - https://cleargov.com/georgia/fulton/city/alpharetta
    - OpenGov - Revenue and Expense line-item detail.
      - https://alpharettaga.opengov.com

Workshops

May 4/18, 2026

- FY 2027 Budget Workshop with City Council
  - FY 2027 Budget

Public Hearing 1

June 15, 2026 (6:30pm)

- FY 2027 Budget
  - Public Hearing
  - 1st Reading of Budget Ordinance
  - 1st Reading of Millage Rate Ordinance

Public Hearing 2

June 22, 2026 (11:30am)

- FY 2027 Budget
  - Public Hearing

Public Hearing 3

June 22, 2026 (6:30pm)

- FY 2027 Budget
  - Public Hearing
  - 2nd Reading of Budget Ordinance
  - 2nd Reading of Millage Rate Ordinance

FY 2027

July 1, 2026

- FY 2027 Begins!

Budget Methodology

- Hybrid Budgeting
  - Granular Scrutiny
    - Finance reviews every account line-by-line as we build the base budget that is released to departments for review/update.
  - Justification Culture
    - Finance requires open-dialogue and justification for any increase to departmental base budget totals. These increases must be tied to defensible outcomes.
  - Initiative Driven
    - The base budget isn't just "last year + 3%"; it is actively adjusted for known initiatives, ensuring the budget follows strategy, not just history.
  - Friction Placement
    - Friction is targeted towards increases over the base budget where most financial risk resides.

Pre-Retreat Budget Assumptions

- Preliminary Base Budget programmed to address the following priorities:
  - Reflects slowing revenue growth trends and programs Departmental Operational Budgets accordingly.
    - Personnel
      - Maintain personnel compensation competitiveness
        - Market Adjustments
        - Merit Program (3%)
    - Operations
      - Slowed discretionary spending (travel, etc.) and focus on cost-effective alternatives (virtual training alternatives)
      - Keep up with inflationary cost growth
        - Software (after adj. for Hexagon on-prem contract reduction); Utilities; Insurance premiums and claims; etc.
        - Services (e.g., landscape maintenance)

FY 2027 Base Budgets

- Funds are balanced except as noted below:
  - Finance Forecast (departments will update budget detail in January/February)
  - E911 Fund proposes a subsidy based on call volume:
    - $553,824 (Alpharetta; 74% of call volume; programmed into the FY 2027 General Fund and E911 Fund budgets)
    - $194,587 (Milton; 26% of call volume; currently represented as a deficit pending renegotiation of the Milton IGA for 911 Services)

	Revenues*	Expenditures	Surplus/ (Deficit)	Balanced Budget
General Fund	**$ 106,318,071**	**$ 106,318,071**	**$ -**	**√ ****
Special Revenue Funds:				
Asset Forfeiture Fund	$ 350,000	$ 350,000	$ -	√
E911 Fund	4,964,674	5,159,261	(194,587)	NO
Impact Fee Fund	1,425,000	1,425,000	-	√
Hotel/Motel Fund	9,940,000	9,940,000	-	√
	$ 16,679,674	**$ 16,874,261**	**$ (194,587)**	
Capital/Grant Funds:				
Capital Projects Fund	$ 5,036,572	$ 5,036,572	$ -	√
Stormwater Capital Fund	1,475,000	1,475,000	-	√
TSPLOST 1 Capital Fund	2,239,099	2,239,099	-	√
TSPLOST 2 Capital Fund	18,974,045	18,974,045	-	√
	$ 27,724,716	**$ 27,724,716**	**$ -**	
Debt Service Fund	**$ 6,704,256**	**$ 6,704,256**	**$ -**	**√**
Enterprise Fund:				
Solid Waste Fund	**$ 6,283,359**	**$ 6,283,359**	**$ -**	**√**
Internal Service Funds:				
Risk Management Fund	$ 2,468,500	$ 2,468,500	$ -	√
Medical Insurance Fund	10,550,000	10,550,000	-	√
	$ 13,018,500	**$ 13,018,500**	**$ -**	
Fiduciary Funds:				
OPEB Plan Trust Fund	$ 6,500	$ 6,500	$ -	√
OPEB Retirement Reimbursement Plan Trust Fund	1,121,467	1,121,467	-	√
	$ 1,127,967	**$ 1,127,967**	**$ -**	
Total	**$ 177,856,543**	**$ 178,051,130**	**$ (194,587)**	**√**

***Includes $1.1 million reduction in the Annual Capital Appropriation (from $1,573,887 in amended FY 2026 to $475,000 in FY 2027).*

FY 2027 GF Revenue Overview

FY	2026	2027	change
Operating	5.030	5.050	+0.020
Debt	0.720	0.700	-0.020

Revenues:	FY 2026 AMENDED BUDGET	FY 2027 RECOMMENDED BUDGET	$ Variance	%Variance
Property Taxes:				
Current Year	$ 34,075,000	$ 35,720,000	$ 1,645,000	4.8%
Motor Vehicle Title Tax Fee	3,625,000	3,850,000	225,000	6.2%
Prior Year/Delinquent/MV	379,000	378,000	(1,000)	-0.3%
Local Option Sales Tax	22,440,500	22,700,000	259,500	1.2%
Other Taxes:				
Franchise Fees	7,130,000	7,300,000	170,000	2.4%
Insurance Premium Tax	6,390,000	7,400,000	1,010,000	15.8%
Alcohol Beverage Excise Tax	2,825,000	2,900,000	75,000	2.7%
Other Taxes	3,670,400	3,850,200	179,800	4.9%
Licenses & Permits	3,476,500	3,715,500	239,000	6.9%
Intergovernmental	352,385	339,760	(12,625)	-3.6%
Charges for Services	5,414,072	5,531,400	117,328	2.2%
Fines & Forfeitures	2,280,000	2,205,500	(74,500)	-3.3%
Interest	1,150,000	1,000,000	(150,000)	-13.0%
Other Revenues	255,654	241,139	(14,515)	-5.7%
Other Financing Sources:				
Interfund Transfer (Hotel/Motel Fund)	3,412,500	3,525,000	112,500	3.3%
Total Operating Revenues	**$ 96,876,011**	**$ 100,656,499**	**$ 3,780,488**	**3.9%**
Fund Balance Carryforward	5,017,048	5,661,572		
Total Revenues	**$ 101,893,059**	**$ 106,318,071**		

Growth Drivers

- Property Taxes (+$1.6M)
  - ✓ 6% growth in Residential Valuations (9% in FY 2026)
  - ✓ -2% contraction in Commercial Valuations (-1% in FY 2026)
  - ✓ New Construction of $86M ($133M in FY 2026)
  - ✓ 0.02 mill shift to Operations (+$145K; -$180K to Bond)
- Insurance Premium Taxes (+$1M)
- Licenses & Permits (building permit fees +$100K)
- Hotel/Motel Taxes (COA portion; +$113K)

Revenue Reductions

- Franchise Taxes (cable -$25K, telephone -$75K)
- School Zone Citations (-$75K)
- Interest Earnings (-$150K)

New Initiative Funding Perspective

Market Value = $59.8M

Taxable Value = $23.9M (40% of MV)

COA Taxes for Operations = $120K

Alpharetta Marriott

Market Value: $29.4M
Taxable Value: $11.8M
#21-549011110402
5750 WINDWARD PKY

Alpharetta Hilton

Market Value: $30.4M
Taxable Value*: $12.1M
*w/o abatement
#22-545011881016
5775 NORTHPOINT PKWY

FY 2027 GF Expenditure Overview

	FY 2026 AMENDED BUDGET	FY 2027 RECOMMENDED BUDGET	$ Variance	% Variance
Expenditures (by Category):				
Personnel Services:	$ 65,142,210	$ 68,830,608	$ 3,688,398	5.7%
Jail Operations	1,254,886	1,890,306	635,420	50.6%
subtotal	$ 66,397,096	$ 70,720,914	$ 4,323,818	6.5%
Maintenance and Operations:				
Base	$ 3,637,832	$ 3,498,704	$ (139,128)	-3.8%
Jail Operations	463,195	361,813	(101,382)	-21.9%
Targeted Accounts (net of Jail operations)				
Professional Services	3,849,480	3,815,376	(34,104)	-0.9%
Runoff Election (Fulton County IGA)	150,000	-	(150,000)	-
Repair/Maintenance	2,507,700	2,523,200	15,500	0.6%
Maintenance Contracts	4,711,510	4,724,821	13,311	0.3%
Professional Services (IT)	4,736,106	4,748,477	12,371	0.3%
Hexagon	631,836	428,228	(203,608)	-32.2%
General Supplies	1,280,449	1,249,845	(30,604)	-2.4%
Utilities	3,403,925	3,601,675	197,750	5.8%
Insurance Premiums (Risk Fund)	1,060,500	1,206,500	146,000	13.8%
subtotal	$ 26,432,533	$ 26,158,639	$ (273,894)	-1.0%
Capital/Lease/Other:				
Operational Capital/Other	$ 319,179	$ 322,679	$ 3,500	1.1%
Capital Leases/Gwinnett Tech Debt Svc	1,296,181	1,280,443	(15,738)	-1.2%
Contingency	913,617	1,000,000	86,383	9.5%
Total Operating Expenditures	**$ 95,358,606**	**$ 99,482,675**	**$ 4,124,069**	**4.3%**
Reserve for Operating Initiatives	-	145,000		
Interfund Transfers:				
Fund Balance (Capital Investment)	5,017,048	5,661,572		
Capital Program	**1,517,405**	**475,000**		
911 Fund (Alpharetta's subsidy portion)	-	553,824		
Total Expenditures	**$ 101,893,059**	**$ 106,318,071**		

- Performance-based compensation program (3% on average; consistent with market review).
- Targeted Market-Based compensation adj. to employee classes.
- Annualized impact of Alpharetta Jail staffing (+$635K).
- Assumed group insurance cost growth of 5%.

- Coverage of Growth Drivers:
  - ✓ Utilities (+$199K).
  - ✓ Insurance Premiums (+$146K).
- Reduction in discretionary spending (travel, training, etc.) as well as targeted reductions in accordance with spending trends (legal, advertising, etc.).

← Impact of Millage Shift.

← Pro-rata subsidy based on call volume.

Service Delivery Standards

- Compensation
  - Alpharetta is focused on being a top-tier employer in the North Fulton market. This is evident in the compensation plan adjustments made since the COVID pandemic.
  - 54% growth in Personnel Budget between FY 2020-2027 (draft)
    - Average annual growth of 6% (incl. Jail staffing)

	COVID FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	DRAFT FY 2027
Merit								
July	-	3%	3%	4%	4%	4%	3%	3%
November (all employees)			3%					
November (add 'l for Police/911)			10%					
Other Compensation Adjustments								
Public Safety Compensation Plan Update	✓							
One-Time Compensation Payout		✓						
Evergreen Class & Compensation Study		✓						
1st Responders Supplemental Grant			✓					
Salary Compression Adjustments				✓				
Market-based Personnel Compensation adjustments					✓	✓	✓	✓

Service Delivery Standards

- Staffing
  - Alpharetta is focused on maintaining and expanding service levels to our community in accordance with the priorities set forth in the Annual Action Plan
    - 43 positions added between FYs 2019-2026
      - 88% within Public Safety (38 positions)
        - » Includes 15 positions for Jail Services
      - 12% within all other Areas

Annual Recurring Capital Needs

- Goal is to fund Recurring Capital from General Operations (between current year appropriation and prior year fund balance) and not unsustainable sources such as TSPLOST.
- City has 5-Year Capital Needs Plan ($100M; FYs 2026-2030)
  - Based on studies and/or internal assessments of all asset types, life expectancies, level of service targets, etc.
- Annual Replacement (“Recurring”) Needs: >$15M
  - $4.0M Milling & Resurfacing
  - $3.0M Stormwater
  - $2.2M Fleet
  - $5.8M Technology, Facilities, Recreation Fields/Courts/Turf and Playgrounds, Sidewalks, Non-PS Fleet/Equipment, Transportation Infrastructure, etc.

FY 2027 Base Budget Capital

- General Fund Budget
  - Capital Funding
    - Balanced Budget required reducing Annual Capital Appropriation from $1.6M to $475K.
    - General Fund ($6.1M; Goal = $15M)
      - Prio-Year Excess Fund Balance of $5.6M (fluctuates annually based on operations)

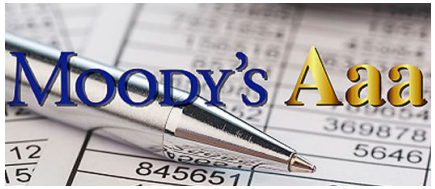
History	2020	2021	2022	2023	2024	2025	Amended 2026	Projected 2027
Annual Capital Appropriation	$4.8M	$0.2M	$1.7M	$3.0M	$5.8M	$4.0M	$1.6M	$475K
Fund Balance Carryforward (year)	$4.5M (2018)	$4.4M (2019)	$5.8M (2020)	$12.6M (2021)	$10.5M (2022)	$9.4M (2023)	$5.0M (2024)	$5.7M (2
	$3.0M (2019)	-	-	-	-	-	-	-
	$12.3M	$4.5M	$7.5M	$15.6M	$16.3M	$13.4M	$6.6M	$6.1M
TSPLOST							$4.5M	$4.8M

Funding Our Future

Bond Rating/Capacity

	Principal Outstanding (FYE 2025)	Rating	Final Maturity	Debt Service; Principal/Interest (FY 2026)	Funding Source
General Obligation (GO) Bonds					
GO Refunding Bonds, Series 2014	$ 1,850,000	AAA	2026	$ 1,893,290	Debt Service Fund
GO Bonds, Series 2016	46,740,000	AAA	2041	1,923,988	Debt Service Fund
GO Refunding Bonds, Series 2020	16,500,000	AAA	2032	1,160,000	Debt Service Fund
GO Bonds, Series 2022	25,305,000	AAA	2047	1,633,268	Debt Service Fund
	$ 90,395,000			$ 6,610,545	
Development Authority Bonds					
Revenue Bonds, Series 2013	$ 1,995,000	AAA	2033	$ 291,065	General Fund
Revenue Bonds, Series 2016	21,055,000	AAA	2041	1,448,713	Hotel/Motel Fund
	$ 23,050,000			$ 1,739,778	

AAA
S&P Global Ratings



- Capacity
  - No legal limit capacity issues nor immediate pressure on Bond Rating
  - More about planning/investing in future/revenue source

Bond Rating Positives/Negatives

Positives	Negatives
Economy & Demographics	**Economy & Demographics**
• Exceptionally healthy large, diverse tax base • Full value per capita above US median • Affluent and growing local economy	• None
Financial Condition	**Financial Condition**
• Fund balance as a percent of operating revenues is consistent with U.S. medians • Superior operating cash position with strong access to external liquidity • Strong budgetary performance with general fund and total governmental fund operating surpluses • Diverse general fund revenues	• Sizable capital plan
Debt & Pension	**Debt & Pension**
• Strong debt and contingent liability profile • Pension and OPEB are not an immediate source of pressure	• Slow payout of outstanding debt
Management	**Management**
• Prudent long-term budgeting • Formalized debt, investment, and fund balance policies	• None
ESG	**ESG**
• Long term environmental risk is low • Healthy social credit profile • Stable governance	• Some elevated exposure to heat stress

5-Year CIP

FY 2026-2030 Capital Improvement Plan

June 11, 2025

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Sources						
General Fund (Annual Appropriation)	$ 3,091,292	$ 3,174,538	$ 3,238,029	$ 3,302,789	$ 3,368,845	$ 16,175,493
General Fund (Fund Balance)	5,017,048	5,102,022	9,528,358	8,690,058	8,574,399	36,911,885
	$ 8,108,340	$ 8,276,560	$ 12,766,387	$ 11,992,847	$ 11,943,244	$ 53,087,378
Other Funds (Investment Earnings)	$ 400,000	$ 400,000	$ 400,000	$ 430,000	$ 430,000	$ 2,060,000
Other Funds (Fund Balance)	3,695,000	-	-	-	-	3,695,000
Impact Fees	575,000	-	-	-	-	575,000
TSPLOST 1 and 2	8,100,000	4,768,700	-	-	-	12,868,700
TSPLOST 3 (forecast)	-	-	4,891,800	5,009,200	5,140,900	15,041,900
	$ 12,770,000	$ 5,168,700	$ 5,291,800	$ 5,439,200	$ 5,570,900	$ 34,240,600
Capital Lease						
Fleet Replacement: Fire Apparatus Replacements	$ 4,000,000	$ 742,000	$ -	$ -	$ -	$ 4,742,000
Fire Extrication Equipment Replacements	-	-	179,000	-	-	179,000
Heart Monitor & AEDs Replacements	660,000	-	-	-	-	660,000
Mobile (Vehicle) Radio Replacements	-	-	-	600,000	-	600,000
Portable (Handheld) Radios Replacement	-	-	-	1,766,000	-	1,766,000
Grant/Contribution						
Local Maintenance Improvement Grant (LMIG); Milling and Resurfacing	710,000	731,300	753,200	775,800	799,100	3,769,400
Local Roads Assistance (LRA) Grant; Milling and Resurfacing, Bridge and Guardrail Maintenance	851,107	-	-	-	-	851,107
Alpharetta Youth Baseball Association Contribution	250,000	-	-	-	-	250,000
	$ 6,471,107	$ 1,473,300	$ 932,200	$ 3,141,800	$ 799,100	$ 12,817,507
Total Sources	**$ 27,349,447**	**$ 14,918,560**	**$ 18,990,387**	**$ 20,573,847**	**$ 18,313,244**	**$ 100,145,485**

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Uses (by Department)						
Economic Development	$ 100,000	$ 150,000	$ 50,000	$ 50,000	$ 50,000	$ 400,000
Information Technology	958,800	450,800	964,000	622,300	630,800	3,626,700
Public Safety	6,994,114	2,692,000	2,364,000	4,636,000	2,355,000	19,041,114
Public Works	10,457,500	9,344,000	11,695,500	11,820,500	11,995,600	55,313,100
Recreation, Parks & Cultural Services	2,305,000	1,255,000	2,183,000	2,065,000	1,863,000	9,671,000
Community Development	183,600	149,900	746,200	451,500	454,900	1,986,100
Total Uses	**$ 20,999,014**	**$ 14,041,700**	**$ 18,002,700**	**$ 19,645,300**	**$ 17,349,300**	**$ 90,038,014**
Non-Allocated (Sources-Uses)	**$ 6,350,433**	**$ 876,860**	**$ 987,687**	**$ 928,547**	**$ 963,944**	**$ 10,107,471**
Total Uses + Non-Allocated	**$ 27,349,447**	**$ 14,918,560**	**$ 18,990,387**	**$ 20,573,847**	**$ 18,313,244**	**$ 100,145,485**

- CIP Funding Challenges
  - Funding Recurring Capital Investment
    - General Fund
    - Other Sources (grants, TSPLOST, etc.)
  - Funding New Improvements
    - Grants, Bonds, etc.
    - Capital Funding

Resource Comparisons

- Targeted Revenue Structure comparison

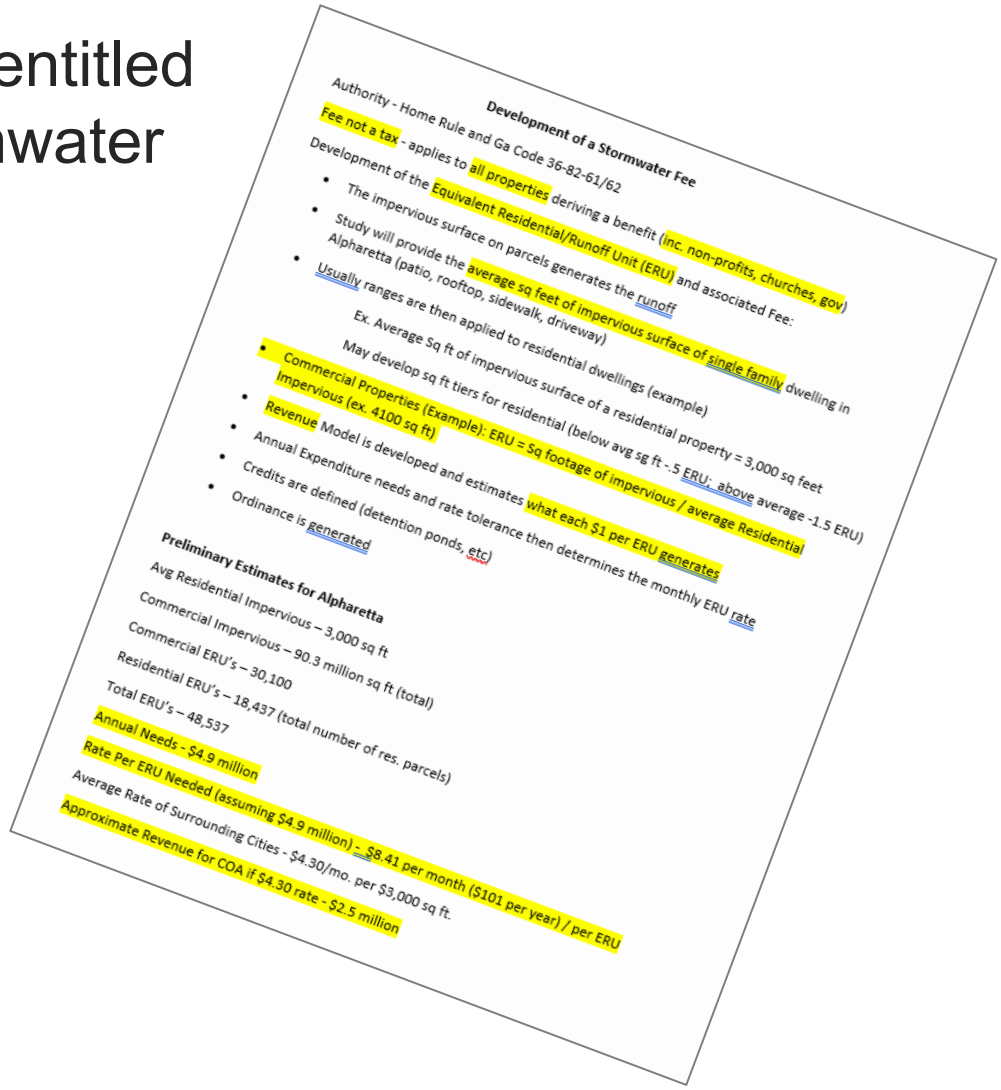
City	Total Millage Rate	Homeowner Effective Millage Rate*	Business & Occupational Tax	Stormwater Fee	Special Services Tax**
Alpharetta	5.750	4.222	$ 2,200,000	$ -	$ -
Brookhaven	3.210	2.388	$ 2,400,000	$ 5,612,562	$ 8,245,205
Johns Creek	3.742	3.305	$ 2,400,000	$ 3,150,000	$ -
Milton	4.503	3.968	$ 1,245,200	$ -	$ -
Roswell	4.949	4.049	$ 6,790,000	$ 4,801,700	$ -
Sandy Springs	4.731	4.478	$ 10,000,000	$ -	$ -

*Effective Millage Rate (operations and debt) reflects the impact of Homestead Exemptions (not including the Floating Homestead Exemption) and is based on an average home value of $700,000.

** Includes the Special Tax District millage rate of 4.0 mills levied by the City of Brookhaven on all commercial properties. Does not include the subarea-specific Special Tax District millage levies (e.g. Vista Special Tax District, etc.).

Stormwater Fee

- Please refer to Handout entitled “Development of a Stormwater Fee”.



Development of a Stormwater Fee

Authority - Home Rule and Ga Code 36-82-61/62

Fee not a tax - applies to all properties deriving a benefit (inc. non-profits, churches, gov)

Development of the Equivalent Residential/Runoff Unit (ERU) and associated Fee:

- The impervious surface on parcels generates the runoff
- Study will provide the average sq feet of impervious surface of single family dwelling in Alpharetta (patio, rooftop, sidewalk, driveway)
- Usually ranges are then applied to residential dwellings (example)

Ex. Average Sq ft of impervious surface of a residential property = 3,000 sq feet

May develop sq ft tiers for residential (below avg sg ft -.5 ERU; above average -1.5 ERU)

- Commercial Properties (Example): ERU = Sq footage of impervious / average Residential Impervious (ex. 4100 sq ft)
- Revenue Model is developed and estimates what each $1 per ERU generates
- Annual Expenditure needs and rate tolerance then determines the monthly ERU rate
- Credits are defined (detention ponds, etc)
- Ordinance is generated

Preliminary Estimates for Alpharetta

Avg Residential Impervious – 3,000 sq ft

Commercial Impervious – 90.3 million sq ft (total)

Commercial ERU’s – 30,100

Residential ERU’s – 18,437 (total number of res. parcels)

Total ERU’s – 48,537

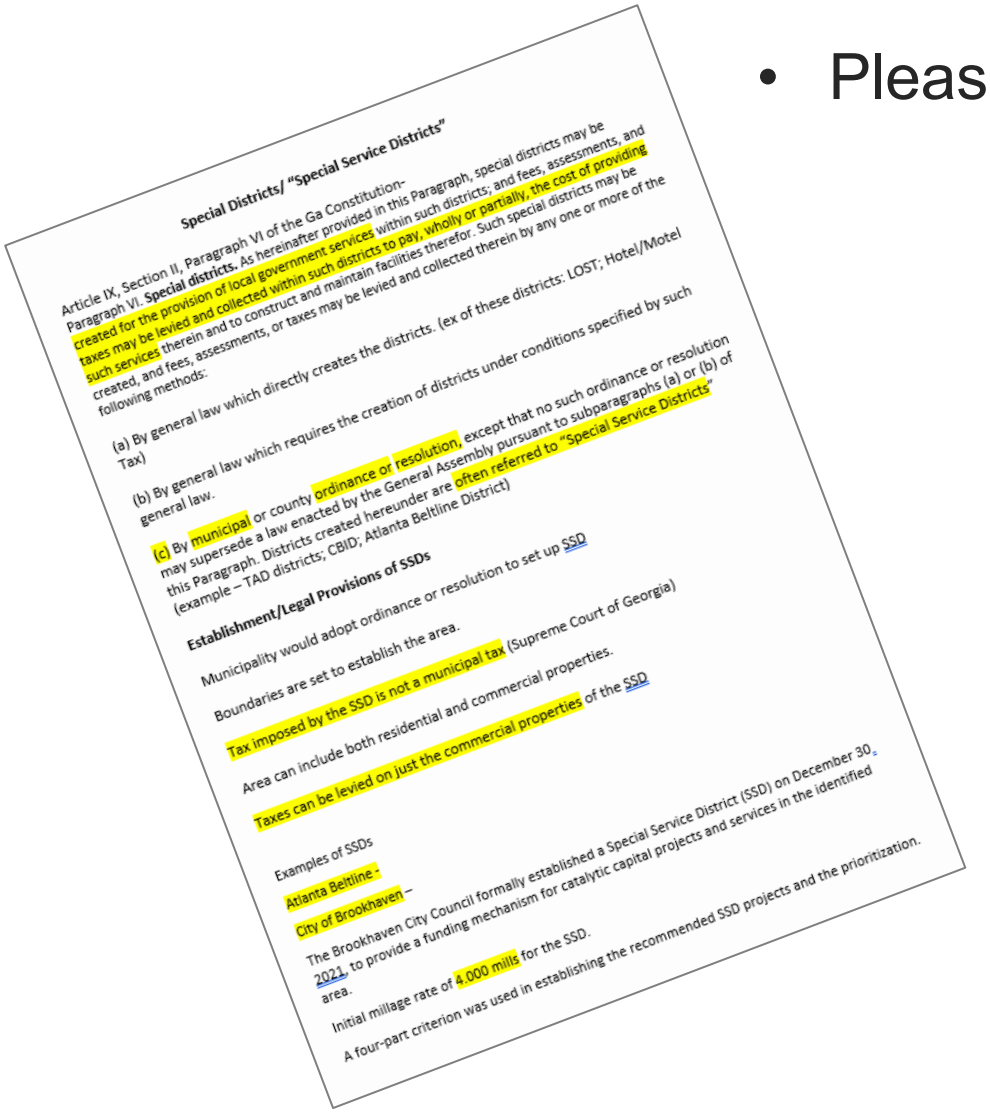
Annual Needs - $4.9 million

Rate Per ERU Needed (assuming $4.9 million) - $8.41 per month ($101 per year) / per ERU

Average Rate of Surrounding Cities - $4.30/mo. per $3,000 sq ft.

Approximate Revenue for COA if $4.30 rate - $2.5 million

Special Services Tax



Special Districts/ "Special Service Districts"

Article IX, Section II, Paragraph VI of the Ga Constitution-
Paragraph VI. **Special districts.** As hereinafter provided in this Paragraph, special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor. Such special districts may be created, and fees, assessments, or taxes may be levied and collected therein by any one or more of the following methods:

(a) By general law which directly creates the districts. (ex of these districts: LOST; Hotel/Motel Tax)

(b) By general law which requires the creation of districts under conditions specified by such general law.

(c) By municipal or county ordinance or resolution, except that no such ordinance or resolution may supersede a law enacted by the General Assembly pursuant to subparagraphs (a) or (b) of this Paragraph. Districts created hereunder are often referred to "Special Service Districts" (example – TAD districts; CBID; Atlanta Beltline District)

Establishment/Legal Provisions of SSDs

Municipality would adopt ordinance or resolution to set up SSD

Boundaries are set to establish the area.

Tax imposed by the SSD is not a municipal tax (Supreme Court of Georgia)

Area can include both residential and commercial properties.

Taxes can be levied on just the commercial properties of the SSD

Examples of SSDs

Atlanta Beltline -

City of Brookhaven –

The Brookhaven City Council formally established a Special Service District (SSD) on December 30, 2021, to provide a funding mechanism for catalytic capital projects and services in the identified area.

Initial millage rate of 4.000 mills for the SSD.

A four-part criterion was used in establishing the recommended SSD projects and the prioritization.

- Please refer to Handout entitled "Special Districts/Special Service Districts".

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 23, 2026

AGENDA ITEM:

City Council Planning Retreat Day #2 Minutes (Meeting of 1/17/2026)
Consideration and approval of the City Council Planning Retreat Day #2 minutes from the meeting of January 17, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the January 17, 2026 City Council Retreat Day #1 meeting at 8:30 a.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council CIty Council Planning Retreat on January 17, 2026 at 8:30 a.m.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 1.17.2026

City Council Planning Retreat Day #2
JANUARY 17, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

CHATEAU ELAN
100 RUE CHARLEMAGNE DRIVE
BRASELTON, GA 30517
NICE ROOM
8:30 AM

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 8:34 a.m.

2. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Dan Merkel
  - T. Kirk Driskell
  - Katie Reeves
  - John Hipes
  - Fergal M. Brady
  - Douglas J. DeRito
- Staff
  - Chris Lagerbloom, City Administrator
  - John Robison, Assistant City Administrator
  - Molly Esswein, City Attorney
    - Lauren Shapiro, City Clerk
    - Adam Montgomery, Director of Information Technology

- Brad Denkinger, Fire Chief
- Brooke Lappin, Director of Municipal Court
- Charlie Jewell, Director of Economic Development
- Cris Randall, Director of Human Resources
- 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
- Alex Baker, Executive Office Coordinator
- Deanna McKay, Public Communication & Engagement Coordinator

3. PLANNING RETREAT DAY #2 ANNOUNCEMENTS

   A. The Mayor, City Council, and City Staff will have a working lunch today in the Nice Room beginning at 12:00.

4. CITY COUNCIL DISCUSSION, VISIONING, AND PRIORITY SETTING

   A. The following topics were identified prior to the retreat. However, there is a significant likelihood that other priorities of the Mayor and Council will and may be discussed as they are identified during the retreat. It is also likely some topics will not be discussed.

      TOPICS OF DISCUSSION MAY INCLUDE THE FOLLOWING ITEMS:

      1. Funding Our Future – Capital Planning for the Short, Middle, and Long Term

         - Director of Finance, Tom Harris, provided an update on the City's proposed revenue and expenditures planned for Fiscal Year 2027.
         - A presentation outlining this discussion is attached hereto as "Exhibit A."
         - The Mayor and City Council discussed revenue opportunities, staffing, and operations for when if and when other cities also begin to utilize the Alpharetta jail.

- The Mayor and City Council reviewed and discussed the Fiscal Year 2026-2030 Capital Improvement Plan funding (included in "Exhibit A").
- The Mayor and City Council discussed Stormwater Fees as a potential revenue source.

- Mayor Gilvin recessed the meeting for a break at 10:15 am.
- Mayor Gilvin reconvened the meeting at 10:31 am.

2. TSPLOST III

   - Director of Public Works, Pete Sewczwicz came forward to provide an update on TSPLOST III.
   - Council Member DeRito asked about the number of requests for additional street light fixtures and sidewalk additions within neighborhoods.
   - Council Member Hipes asked if there are any unfinished TSPLOST II projects, the viability of sidewalks or wider sidewalks north of Mayfield Road and Canton Street, and connectivity possibilities for the East and West Sides of Georgia400 at North Point.

3. The Current Status and Future of Office in Alpharetta

   - Director of Community Development, Kathi Cook, and Director of Economic Development, Charlie Jewell, came forward to provide an update on current office statistics and the future of office.

- Mayor Gilvin recessed the meeting for a break to pick up lunch at 12:00 pm.
- Mayor Gilvin reconvened the meeting at 12:05

4. July 4th, 2026 – America's 250th Celebration

   - City Administrator, Chris Lagerbloom, introduced potential options for the City to enhance the July 4th Celebration, including a concept of a drone show in addition to fireworks.
   - There was a consensus of the City Council to move forward with creating a two-day July 4th event.

5. Comprehensive Plan 2045 Preliminary Findings

- Director of Community Development, Kathi Cook, provided an update on the preliminary findings and survey responses for the 2045 Comprehensive Plan.

6. Tax Allocation District #3 Negotiations

- City Administrator, Chris Lagerbloom, provided an update on the status of Tax Allocation District #3 and the need for future negotiations amongst third party and vested organizations.

7. Downtown Density / Downtown Parking

- Council Member Reeves shared that she requested that this item be added to the retreat agenda, as she heard throughout her time campaigning that downtown is becoming overdeveloped and there is not a density cap.
- Council Member Hipes shared that he is hearing support of the development of downtown, and it depends on who you talk to. Finally, he does not believe that we need to change zoning requirements / density for downtown.
- Council Member DeRito shared that he has heard that residents believe there is a high quantity of townhomes being built in Alpharetta and that it will impact traffic. He also shared that he does not want to see City Center experience vacancies.

8. Alpha Loop Long Term Plan

- Director of Public Works, Pete Sewczwicz, came forward to provide an update on the completed sections and future construction of the Alpha Loop.
- Council Member Reeves shared that she would like to see spurs off of the Alpha Loop to connect different parts of Alpharetta (especially on the East side of the City).
- Council Member Hipes would like to prioritize the completion of the Alpha Link so that the Alpha Loop can be connected to the Big Creek Greenway.
- Mayor Gilvin would like to prioritize the Northwinds section of the Alpha Loop from Old Milton Parkway onward.

9. Land Disturbance Review Criteria

- Director of Community Development, Kathi Cook, came forward to provide an update on potential amendments Land Disturbance Review Criteria and tree permits.
- Mayor Pro Tem Merkel asked what the pros and cons would be with deviating from the state's suggestions for land disturbance review and was curious about how many requests the City receives for determining whether a tree is a specimen tree or not.
- Mayor Gilvin expressed concerns about allowing HOAs to approve tree removals, as someone trees may be located in a neighborhood may have buffers that are required as part of zoning conditions.

10. Development of City Owned Properties

- City Administrator, Chris Lagerbloom, introduced this item for discussion.
- Council Member Hipes inquired about City property inventory that could be used for developing parks and how to prioritize what we build upon and when. He also shared that the corner of Haynes Bridge Road and Old Milton Parkway has a nice area with a magnolia tree that would be great spot for a "Welcome to Alpharetta" landscaped area and gateway sign.
- Council Member Reeves suggested looking at the land near the Creek View Elementary School and Alpharetta High school as a park or potential mountain bike trail.
- Council Member Brady suggested considering monetizing some of the small parcels the City owns.

11. Policy on City Fleet

- City Administrator, Chris Lagerbloom, introduced this item for discussion.
- Director of Finance, Tom Harris, explained portions of the proposed Fleet Policy, including that there will be a staff member within each department who will serve as a fleet manager, the policy will take into consideration total cost of vehicle ownership (including make and model, maintenance, depreciation, fuel costs, and cost of vehicle), and there will now be a mileage minimum as opposed to

a maximum number of years that a vehicle must be owned before upgrading vehicles. This policy will come before Council at a future council meeting.

12. Policy on Investment in Public Art

- City Administrator, Chris Lagerbloom, introduced this item for discussion and shared the currently, there is not an ordinance that requires a percentage of new construction project to be dedicated to public art.
- Council Member Hipes shared that the City could decide to dedicate (for example) 1% of the amount of a construction/development project to be held for public arts. Several cities across the country utilize this method. Additionally, he shared that Georgia spends 14 cents on the dollar for arts programming (one of the lowest states in the country), and that there is a proven connection between economic development and presence of public arts.
- Mayor Gilvin shared that he does not object to having a discussion on this topic, but has a hard time committing to this when there are other budget considerations and restrictions to take into account.

5. PLANNING RETREAT DAY #2 ADJOURNMENT

- City Administrator, Chris Lagerbloom, provided a recap of the past two days and mentioned that staff will bring back next Fiscal Year's Work Plan. Additionally, he would like to propose working with CVIOG to facilitate and develop a multi-year strategic plan for the City.

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 3:07 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

EXHIBIT A

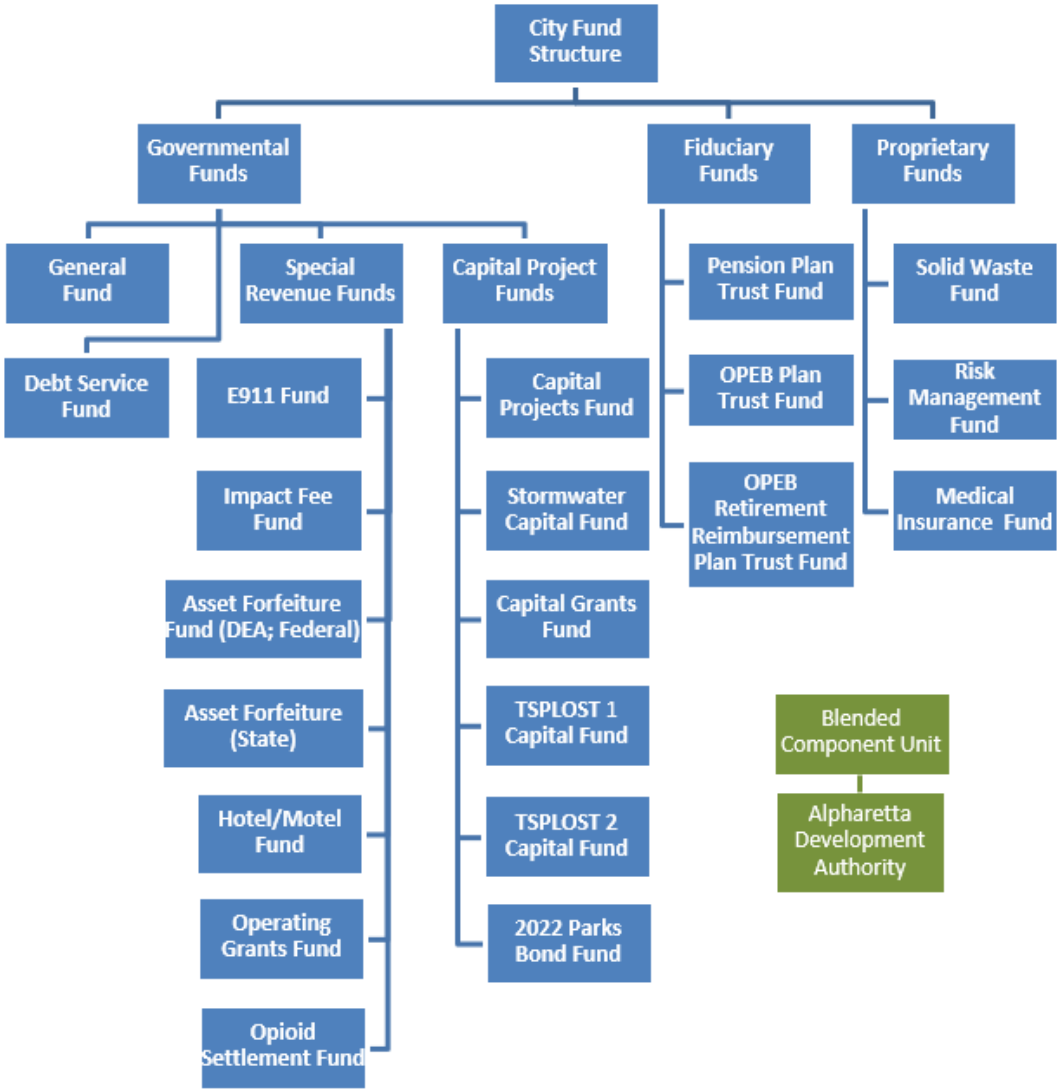
City Council Retreat (Jan. 16-17, 2026)
Financial Status Update

Agenda

- Fiscal Year 2025 Financial Review
- Fiscal Year 2026 Financial Status and Mid Year Budget
- Funding our Future

Fiscal Year 2025 Financial Review

Fund Structure



21 Total Funds

- 15 Governmental Funds
- 3 Fiduciary Funds
- 3 Proprietary Funds
- 1 Blended Component Unit

FY 2025 Financial Review

General Fund

• Operations	Actual	Over/(Under) Budget
– Revenues	$96.5M	$2.3M
– Expenditures		
• Operations	(85.4M)	(4.8M)
• Appropriated Capital Transfer	(4.0M)	
Surplus from Operations	$ 7.1M	
• PY Fund Balance Capital Transfer	(9.4M)	
• Net change in Fund Balance	($ 2.3M)	

% of Budget Spend Statistics
Salaries/Benefits (97%)
Maint./Operations (92%)

- Fund Balance
  - Beginning Fund Balance $38.0M
  - Net change in Fund Balance (2.3M)
  - Ending Fund Balance $35.7M

Emergency Reserve:	$24.2M
FY 2026 Budget:	5.0M
FY 2027 Budget:	5.7M
Litigation Reserve:	0.8M
	$35.7M

Historical Fund Balance Trends

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Beginning Fund Balance	**$ 27.3**	**$ 28.5**	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**
Revenues	**$ 65.1**	**$ 66.0**	**$ 73.9**	**$ 71.9**	**$ 74.5**	**$ 81.1**	**$ 87.6**	**$ 91.2**	**$ 96.5**
Expenditures									
Operations	**$ (53.3)**	**$ (55.8)**	**$ (59.1)**	**$ (60.8)**	**$ (60.9)**	**$ (66.4)**	**$ (72.3)**	**$ (79.4)**	**$ (85.4)**
Capital Transfers									
Capital (Fund Balance)	$ (6.0)	$ (8.8)	$ (6.1)	$ (4.5)	$ (4.4)	$ (5.8)	$ (12.6)	$ (10.5)	$ (9.4)
Capital (FB Adv; Adopted Budget)	-	-	-	(1.0)		-	-	-	-
Capital (FB Adv; Mid-Year Budget)	-	-	-	(2.0)	-	-	-	-	-
Capital (Recurring)	(4.5)	(4.5)	(4.5)	(4.8)	(0.2)	(1.7)	(3.0)	(4.0)	(4.0)
Capital (One-Time)	-	(0.7)	(1.0)	-	-	-	-	(1.8)	-
	$ (10.5)	**$ (14.0)**	**$ (11.6)**	**$ (12.3)**	**$ (4.5)**	**$ (7.5)**	**$ (15.6)**	**$ (16.3)**	**$ (13.4)**
Net Change in Fund Balance	**$ 1.2**	**$ (3.8)**	**$ 3.2**	**$ (1.2)**	**$ 9.1**	**$ 7.2**	**$ (0.3)**	**$ (4.6)**	**$ (2.3)**
Ending Fund Balance	**$ 28.5**	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**	**$ 35.7**
Fund Balance Breakdown									
Capital (next budget year)	$ 8.8	$ 6.1	$ 4.5	$ 5.3	$ 5.8	$ 12.6	$ 10.5	$ 9.4	$ 5.0
Capital (next budget year; advance)	-	-	3.0		-	-	-	-	-
Capital (two budget years away)	6.1	4.5	5.3	5.8	12.6	10.5	9.4	5.0	5.7
COA History Book	0.0	-	-	-	-	-	-	-	-
Litigation Reserve	-	-	-	-	-	-	-	-	0.8
Emergency Reserve	13.5	14.0	15.0	15.5	17.2	19.7	22.6	23.5	24.2
	$ 28.5	**$ 24.6**	**$ 27.8**	**$ 26.6**	**$ 35.7**	**$ 42.9**	**$ 42.6**	**$ 38.0**	**$ 35.7**

Capital: $4.4M
Non-Allocated: 0.7M
Compensation: 0.2M
Fund Balance: $5.3M

Fund Balance Methodology

- Fund Balance is programmed into the budget once known (audited financials).
- Annually, upon completion of the audit, the Fund Balance is allocated as follows:
  - Emergency Reserve is designated at 25% of current FY budgeted expenditures (3 months of operating expenditures).
    - All remaining fund balance is allocated towards one-time initiatives:
      - Covers the current FY Budget.
      - Remaining is set aside to cover the upcoming FY Budget that is being programmed.

Fiscal Year 2026 Financial Status and Mid-Year Budget

FY 2026 Financial Status

November 2025 Monthly Report Dashboard

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes	↔	$415,000
Local Option Sales Tax	↔	$0
Franchise Tax	↔	($75,000)
Insurance Premium Tax	↑	$769,239
Alcohol Beverage Excise Tax	↔	$25,000
Building Permit Fees	↔	$100,000
Business and Occupational Tax	↔	$0
Court/Traffic Fines	↔	$0
Recreation/Special Event Fees	↔	($50,560)
Hotel/Motel Tax (City portion)	↑	$187,500
Other Revenues	↔	$240,463
Minimum Surplus Goal Needed to Fund Capital: *($15M Annual Capital Need less $1.5M allocated in the annual budget and $4.5M allocated through TSPLOST)*		**$9.0M**
Less: Forecasted Revenue Gain		**$1.6M**
Less: Forecasted Expenditure Savings		**($3.0M)***
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($4.4M)***

+$1.6M

** Forecasted losses/savings will be updated once more trend data becomes available.*

FY 2026 Financial Status

- Revenue forecasts are slowing/declining/irregular

		Revenue Growth (actuals)				
	% of Budget	2026ytd vs 2025ytd	2025 vs 2024	2024 vs 2023	2023 vs 2022	2022 vs 2021
LOST	23%	1%	2%	2%	5%	21%
Motor Vehicle Title Tax Fee	4%	2%	5%	2%	10%	14%
Franchise Taxes	7%					
Electric		-	14%	-1%	16%	3%
Cable		-19%	-10%	-18%	-8%	-5%
Telephone		-42%	-50%	-4%	-56%	-34%
Alcohol Beverage Excise Tax	3%	0%	-4%	-1%	6%	18%
Municipal Court Fines	2%	-3%	6%	-20%	30%	12%
Hotel Taxes	4%	0%***	2%	-2%	17%	105%

		Valuation Growth	
	% of Budget	FY 2026	FY 2025
Property Taxes	35%		
Taxable Residential Valuations*		9%	10%
Taxable Commercial Valuations**		-1%	2%
	78%		

** Anticipate slower growth in FY 2027 due to high-interest rate environment.*

*** Anticipate further declines in FY 2027 due to slowing economic activity coupled with office vacancy rates.*

*** After adjusting for prior-year collections remitted during FY 2026 (i.e. online hotel websites).

Mid-Year Budget Requests (Operating)

GENERAL FUND	Revenue	Expense	Net Cost
Economic Development			
Return of expired IGA Funding for Development Authority.			
Initiatives			
Local Job Creation Grant Program	$ 32,500	$ -	$ 32,500
High Impact Permitting Grant Program	20,948	-	20,948
Personnel Funding Reallocations (Multiple Departments)			
This request reallocates departmental personnel budgets to reflect previously approved position changes implemented since adoption of the FY 2026 Budget. No position changes (additions, reductions, reclassifications, or new positions) are being requested as part of this action.			
City Administration			
Assistant City Administrator	-	104,821	(104,821)
Municipal Records Officer	-	29,403	(29,403)
Finance Department			
Treasury Division Reorganization	-	19,961	(19,961)
Police Department			
Public Safety Director	-	(271,152)	271,152
Police Department/IT Department			
Public Safety System Administrator (transfer between Departments)	-	-	-

Mid-Year Budget Requests (Operating)

GENERAL FUND	Revenue	Expense	Net Cost
General Government			
Adjust revenue appropriations for Insurance Premium Taxes to reflect actual collections in FY 2026.			
Insurance Premium Tax Collections (over budget)	769,239	-	769,239
The City's E911 Fund has reached a point where recurring 911 tax revenue is no longer sufficient to fully support ongoing operational costs. As call volume, service demands, and associated personnel and technology expenses continue to rise, the E911 Fund has experienced a structural gap between revenues and expenditures. The subsidy request is anticipated to be an annual request moving forward.			
E911 Fund subsidy (100% of forecasted subsidy)	-	564,175	(564,175)
The city managed the Downtown Dumpster Program that included setting aside spaces within the Roswell Street parking lot to house solid waste and recycling dumpsters to service various downtown restaurants. Improvements to the program were recently implemented. This new program went into effect on December 31, 2025. The funding requested herein is to cover costs incurred for the 1st six months of FY 2026 where the program was not billed while the City formulated an effective replacement program. This is a one-time subsidy request.			
Sanitation Fund subsidy	-	75,000	(75,000)
Subtotal	**$ 822,687**	**$ 522,208**	**$ 300,479**
Contingency (increase from $913,617 to $1.2 million)	**-**	**300,479**	**(300,479)**
Total	**$ 822,687**	**$ 822,687**	**$ -**

Mid-Year Budget Requests (Capital)

CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	$ 300,000	$ 130,000	$ 430,000
Net Budget Adjustments	**$ 300,000**	**$ 130,000**	**$ 430,000**
Expenditures by Project:			
Public Works			
Crabapple Government Facility Roof Replacement	$ -	$ 70,000	$ 70,000
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	1,665,000	(1,665,000)	-
Non-Allocated	1,469,003	1,725,000	**3,194,003**
Net Budget Adjustments	**$ 3,134,003**	**$ 130,000**	**$ 70,000**

Mid-Year Budget Requests (Capital)

IMPACT FEE FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Impact Fees (Parks)	$ -	$ 379,813	$ 379,813
Impact Fees (Roads)	-	108,639	108,639
Impact Fees (Public Safety)	-	24,024	24,024
Net Budget Adjustments	**$ -**	**$ 512,476**	**$ 512,476**
Expenditures by Project:			
Impact Fees (Roads)			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 2,062,937	$ (2,062,937)	$ -
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	-	2,223,615	2,223,615
Non-Allocated (Parks)	840,756	379,813	**1,220,569**
Non-Allocated (Roads)	52,039	(52,039)	**-**
Non-Allocated (Public Safety)	120,359	24,024	**144,383**
Net Budget Adjustments	**$ 3,076,091**	**$ 512,476**	**$ 3,588,567**

Mid-Year Budget Requests (Capital)

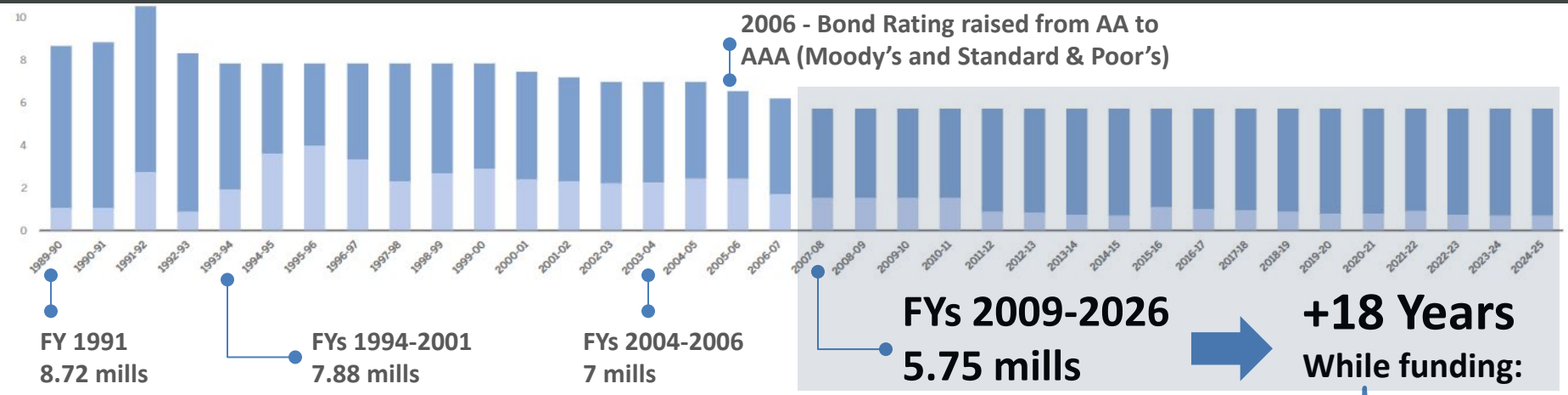
TSPLOST-II CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026 Current Budget	 Budget Amendment	 Revised Budget
Revenue by Source:			
TSPLOST-II Tax Revenue (90% to 100% of GSU forecast)	$ 6,985,201	$ 6,146,934	$ 13,132,135
Investment Earnings	400,000	700,000	1,100,000
Net Budget Adjustments	**$ 7,385,201**	**$ 6,846,934**	**$ 14,232,135**
Expenditures by Project:			
Public Works			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 7,937,063	$ 2,062,937	$ 10,000,000
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	2,998,902	(2,223,615)	775,287
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	-	1,665,000	1,665,000
Non-Allocated	3,881,433	5,342,612	**9,224,045**
Net Budget Adjustments	**$ 14,817,398**	**$ 6,846,934**	**$ 21,664,332**

Mid-Year Budget Requests (Capital)

TSPLOST-I CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	$ 300,000	$ 550,000	$ 850,000
Net Budget Adjustments	**$ 300,000**	**$ 550,000**	**$ 850,000**
Expenditures by Project:			
Non-Allocated	$ 1,389,099	$ 550,000	**$ 1,939,099**
Net Budget Adjustments	**$ 1,389,099**	**$ 550,000**	**$ 1,939,099**

Fiscal Year 2027 Forecast

Millage Rate History



$115M in Bond Issues:

- **Series 2012 GO Bond ($29M)** - City Hall, Parking Garage, Brooke St. Park, Public Space, creating Downtown.
- **Series 2016 GO Bond ($52M)** - $27M Transportation (Rucker Rd, Kimball Bridge Rd); $25M Parks (Greenway ext. to Forsyth, WP Pool, Preston Ridge Comm. Ctr, Arts Ctr, Parkland).
- **Series 2022 GO Bond ($30M)** - Upgrades (Wills Park, Eq. Ctr., Union Hill Park, Webb Br. Park, etc.) and New Parks (Waters Rd Park, Mid-Broadwell Park, etc.).
- **Series 2013 DA Bond ($4M)** - Gwinnett Technical College.

Top Tier Employer

- Highly competitive pay/benefits

$11M in HX Tax Savings Annually

HX Increases:

- FY 2011: $30K to $35K
- FY 2012: $35K to $40K
- FY 2021: $40K to $45K, Floating HX, and removal of income restrictions for Senior Basic HX

New City Hall & Downtown

+$2B Tax Digest Growth:

- $4.7B (FY 2009) - $7B (FY 2026)

Expanded PS HQ and 911

+50 Positions:

- Net = 100% Public Safety

Assumption of Alpharetta Jail operations

2 Recessions:

- **Great Recession** (Dec. 2007 thru June 2009).
- **COVID Recession** (Feb 2020 thru April 2020).

+6 New Parks, +3 New Park Facilities:

- Cogburn Rd Park, Brooke St. Park, Town Green, Mid-Broadwell Rd Park, Old Rucker Park (incl. Farm), Waters Road Park, Arts Center, Preston Ridge Community Center, expanded Wills Park Pool. With more Park improvements coming soon! (Wills Park, Wacky World, etc.)

ISO-1 Rating

Miles of New Sidewalks and Trails:

- Sidewalks, Greenway Extensions (Webb Bridge Rd. to Forsyth), AlphaLoop.

Millage Rate Comparison

- Millage rates approved in 2025

	Millage Rates (est.)			Effective Millage Rate for Average Homeowner		Homestead Exemptions		Comparison of Alternate Revenue Sources	
	Operations	Debt Service	Total	Operations	Total			Gross Receipts based Business/ Occupation tax	Stormwater Fee
Johns Creek	3.492	0.250	3.742	3.305	3.555	15,000	floating	YES	YES
Milton	4.193	0.310	4.503	3.968	4.278	15,000	floating	YES	NO
Roswell	4.049	0.900	4.949	4.049	4.949	-	floating	YES	YES
Alpharetta*	5.030	0.720	5.750	4.222	4.942	45,000	floating	NO	NO
Sandy Springs	4.731	0.000	4.731	4.478	4.478	15,000	floating	YES	NO
Brookhaven**	2.740	0.470	3.210	2.388	2.858	36,000	floating	YES	YES

Homestead Exemption tax-reduction calculations are based on an average home value of $700,000.

* Alpharetta's Homestead Exemptions saves our homeowners $11 million annually.

** Does not include Special Tax District (STD) and Special Service District (SSD) millage rates. These millage levies apply only to commercial and exempt properties. They do not apply to residential properties, including those with homestead exemptions or purely multi-family residential buildings. However, mixed-use developments that combine commercial and residential uses may still be subject to the SSD tax, depending on their zoning.

Special Tax District/STD (12 mills): located in the I-85, North Druid Hills area. The STD funds police, code enforcement, and infrastructure from the imposition of an ad valorem tax mill rate on properties in this designated area.

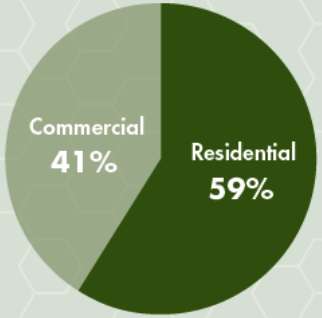
Special Service District/SSD (4.00 mills). This SSD funds capital projects and governmental services.

Taxpayer Statistics

Tax Base Segmentation

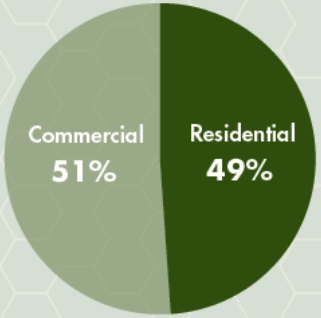
The charts below highlight the City's tax base segmentation from multiple perspectives, including assessed valuation and taxable valuation. The shift in valuations (assessed vs. taxable) between residential and commercial property segments is primarily attributable to the City's generous homestead exemption offerings (applies to Residential tax base segment only).

Assessed Valuation



Assessed value is equal to 40% of the Fair Market Value (price a knowledgeable buyer would pay) that the Fulton County Board of Assessors assigns to a property before any homestead exemptions and/or adjustments are applied.

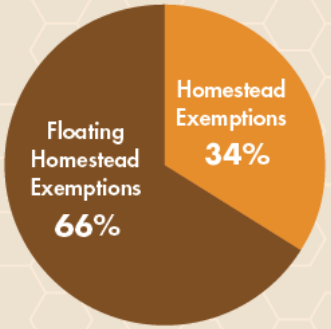
Taxable Valuation



Taxable value represents the valuation after homestead exemptions and/or adjustments are applied.

Annual Taxpayer Savings

$11 million



The City's Exemptions

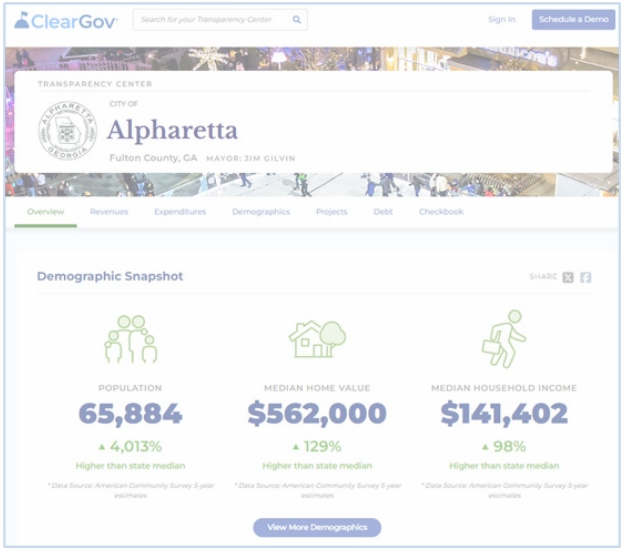
- Floating Homestead exemption that caps the taxable value growth of homesteaded properties to the lesser of 3% or CPI;
- Basic Homestead exemption of $45,000 which is among the highest in the State;
- Senior Basic Homestead exemption of $25,000 for residents aged 65 and older; and
- Senior Full-Value Homestead exemption available to residents aged 70 and older who meet certain income requirements.

Where Does My Property Tax Dollar Go?

Budget Timeline

City of Alpharetta

Fiscal Year 2027 Budget Calendar



2025

SEPTEMBER-DECEMBER

- Capital Improvement Plan (CIP) and FY 2027 Capital Investment review and update by Departments.

2026

JANUARY 16-17

- City Council Planning Retreat

JANUARY-FEBRUARY

- FY 2027 Budget kickoff
  FY 2027 Budget target data distributed to departments:
  - Phase II (maintenance and operations).
  - Phase III (operational budget initiatives).
  - Performance Measurement ("PM") template:
    - FY 2025 actual vs. target (results).
    - FY 2026 target.
    - FY 2027 target.
  - Departmental organizational charts.
  - Departmental goals and objectives.
- CIP and FY 2027 Capital Investment review by the Finance Department.

FEBRUARY-MARCH

- FY 2027 Budget review by the Finance Department.
- CIP and FY 2027 Capital Investment refresh by Departments.

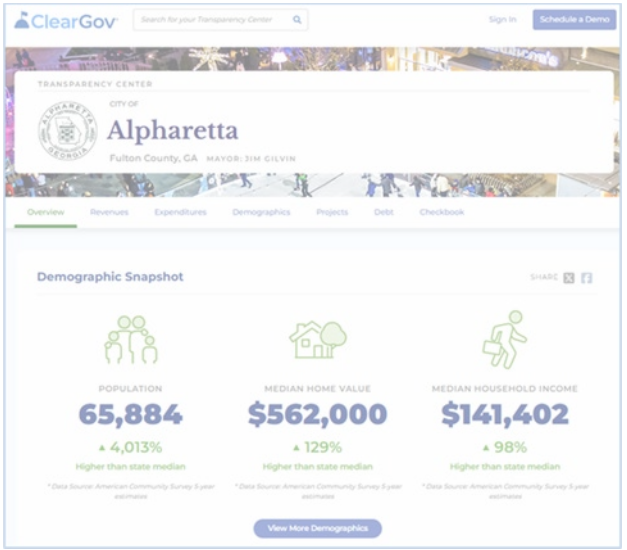
MARCH-APRIL

FY 2027 Budget, CIP, and FY 2027 Capital Investment Review by City Leadership including City Administration and Departments.

Budget Timeline

City of Alpharetta

Fiscal Year 2027 Budget Calendar



2026

April 2026

- FY 2027 Budget (including CIP and Capital Investment) release including:
  - Budget Document (bookmarked pdf).
    - https://www.alpharetta.ga.us/343/Annual-Operating-Capital-Budget
  - Online Transparency Portal:
    - ClearGov - Revenue and Expense category totals.
      - https://cleargov.com/georgia/fulton/city/alpharetta
    - OpenGov - Revenue and Expense line-item detail.
      - https://alpharettaga.opengov.com

Workshops

May 4/18, 2026

- FY 2027 Budget Workshop with City Council
  - FY 2027 Budget

Public Hearing 1

June 15, 2026 (6:30pm)

- FY 2027 Budget
  - Public Hearing
  - 1st Reading of Budget Ordinance
  - 1st Reading of Millage Rate Ordinance

Public Hearing 2

June 22, 2026 (11:30am)

- FY 2027 Budget
  - Public Hearing

Public Hearing 3

June 22, 2026 (6:30pm)

- FY 2027 Budget
  - Public Hearing
  - 2nd Reading of Budget Ordinance
  - 2nd Reading of Millage Rate Ordinance

FY 2027

July 1, 2026

- FY 2027 Begins!

Budget Methodology

- Hybrid Budgeting
  - Granular Scrutiny
    - Finance reviews every account line-by-line as we build the base budget that is released to departments for review/update.
  - Justification Culture
    - Finance requires open-dialogue and justification for any increase to departmental base budget totals. These increases must be tied to defensible outcomes.
  - Initiative Driven
    - The base budget isn't just "last year + 3%"; it is actively adjusted for known initiatives, ensuring the budget follows strategy, not just history.
  - Friction Placement
    - Friction is targeted towards increases over the base budget where most financial risk resides.

Pre-Retreat Budget Assumptions

- Preliminary Base Budget programmed to address the following priorities:
  - Reflects slowing revenue growth trends and programs Departmental Operational Budgets accordingly.
    - Personnel
      - Maintain personnel compensation competitiveness
        - Market Adjustments
        - Merit Program (3%)
    - Operations
      - Slowed discretionary spending (travel, etc.) and focus on cost-effective alternatives (virtual training alternatives)
      - Keep up with inflationary cost growth
        - Software (after adj. for Hexagon on-prem contract reduction); Utilities; Insurance premiums and claims; etc.
        - Services (e.g., landscape maintenance)

FY 2027 Base Budgets

- Funds are balanced except as noted below:
  - Finance Forecast (departments will update budget detail in January/February)
  - E911 Fund proposes a subsidy based on call volume:
    - $553,824 (Alpharetta; 74% of call volume; programmed into the FY 2027 General Fund and E911 Fund budgets)
    - $194,587 (Milton; 26% of call volume; currently represented as a deficit pending renegotiation of the Milton IGA for 911 Services)

	Revenues*	Expenditures	Surplus/ (Deficit)	Balanced Budget
General Fund	**$ 106,318,071**	**$ 106,318,071**	**$ -**	**√ ****
Special Revenue Funds:				
Asset Forfeiture Fund	$ 350,000	$ 350,000	$ -	√
E911 Fund	4,964,674	5,159,261	(194,587)	NO
Impact Fee Fund	1,425,000	1,425,000	-	√
Hotel/Motel Fund	9,940,000	9,940,000	-	√
	$ 16,679,674	**$ 16,874,261**	**$ (194,587)**	
Capital/Grant Funds:				
Capital Projects Fund	$ 5,036,572	$ 5,036,572	$ -	√
Stormwater Capital Fund	1,475,000	1,475,000	-	√
TSPLOST 1 Capital Fund	2,239,099	2,239,099	-	√
TSPLOST 2 Capital Fund	18,974,045	18,974,045	-	√
	$ 27,724,716	**$ 27,724,716**	**$ -**	
Debt Service Fund	**$ 6,704,256**	**$ 6,704,256**	**$ -**	**√**
Enterprise Fund:				
Solid Waste Fund	**$ 6,283,359**	**$ 6,283,359**	**$ -**	**√**
Internal Service Funds:				
Risk Management Fund	$ 2,468,500	$ 2,468,500	$ -	√
Medical Insurance Fund	10,550,000	10,550,000	-	√
	$ 13,018,500	**$ 13,018,500**	**$ -**	
Fiduciary Funds:				
OPEB Plan Trust Fund	$ 6,500	$ 6,500	$ -	√
OPEB Retirement Reimbursement Plan Trust Fund	1,121,467	1,121,467	-	√
	$ 1,127,967	**$ 1,127,967**	**$ -**	
Total	**$ 177,856,543**	**$ 178,051,130**	**$ (194,587)**	**√**

***Includes $1.1 million reduction in the Annual Capital Appropriation (from $1,573,887 in amended FY 2026 to $475,000 in FY 2027).*

FY 2027 GF Revenue Overview

FY	2026	2027	change
Operating	5.030	5.050	+0.020
Debt	0.720	0.700	-0.020

Revenues:	FY 2026 AMENDED BUDGET	FY 2027 RECOMMENDED BUDGET	$ Variance	%Variance
Property Taxes:				
Current Year	$ 34,075,000	$ 35,720,000	$ 1,645,000	4.8%
Motor Vehicle Title Tax Fee	3,625,000	3,850,000	225,000	6.2%
Prior Year/Delinquent/MV	379,000	378,000	(1,000)	-0.3%
Local Option Sales Tax	22,440,500	22,700,000	259,500	1.2%
Other Taxes:				
Franchise Fees	7,130,000	7,300,000	170,000	2.4%
Insurance Premium Tax	6,390,000	7,400,000	1,010,000	15.8%
Alcohol Beverage Excise Tax	2,825,000	2,900,000	75,000	2.7%
Other Taxes	3,670,400	3,850,200	179,800	4.9%
Licenses & Permits	3,476,500	3,715,500	239,000	6.9%
Intergovernmental	352,385	339,760	(12,625)	-3.6%
Charges for Services	5,414,072	5,531,400	117,328	2.2%
Fines & Forfeitures	2,280,000	2,205,500	(74,500)	-3.3%
Interest	1,150,000	1,000,000	(150,000)	-13.0%
Other Revenues	255,654	241,139	(14,515)	-5.7%
Other Financing Sources:				
Interfund Transfer (Hotel/Motel Fund)	3,412,500	3,525,000	112,500	3.3%
Total Operating Revenues	**$ 96,876,011**	**$ 100,656,499**	**$ 3,780,488**	**3.9%**
Fund Balance Carryforward	5,017,048	5,661,572		
Total Revenues	**$ 101,893,059**	**$ 106,318,071**		

Growth Drivers

- Property Taxes (+$1.6M)
  - ✓ 6% growth in Residential Valuations (9% in FY 2026)
  - ✓ -2% contraction in Commercial Valuations (-1% in FY 2026)
  - ✓ New Construction of $86M ($133M in FY 2026)
  - ✓ 0.02 mill shift to Operations (+$145K; -$180K to Bond)
- Insurance Premium Taxes (+$1M)
- Licenses & Permits (building permit fees +$100K)
- Hotel/Motel Taxes (COA portion; +$113K)

Revenue Reductions

- Franchise Taxes (cable -$25K, telephone -$75K)
- School Zone Citations (-$75K)
- Interest Earnings (-$150K)

New Initiative Funding Perspective

Market Value = $59.8M

Taxable Value = $23.9M (40% of MV)

COA Taxes for Operations = $120K

Alpharetta Marriott

Market Value: $29.4M
Taxable Value: $11.8M
#21-549011110402
5750 WINDWARD PKY

Alpharetta Hilton

Market Value: $30.4M
Taxable Value*: $12.1M
*w/o abatement
#22-545011881016
5775 NORTHPOINT PKWY

FY 2027 GF Expenditure Overview

	FY 2026 AMENDED BUDGET	FY 2027 RECOMMENDED BUDGET	$ Variance	% Variance
Expenditures (by Category):				
Personnel Services:	$ 65,142,210	$ 68,830,608	$ 3,688,398	5.7%
Jail Operations	1,254,886	1,890,306	635,420	50.6%
subtotal	$ 66,397,096	$ 70,720,914	$ 4,323,818	6.5%
Maintenance and Operations:				
Base	$ 3,637,832	$ 3,498,704	$ (139,128)	-3.8%
Jail Operations	463,195	361,813	(101,382)	-21.9%
Targeted Accounts (net of Jail operations)				
Professional Services	3,849,480	3,815,376	(34,104)	-0.9%
Runoff Election (Fulton County IGA)	150,000	-	(150,000)	-
Repair/Maintenance	2,507,700	2,523,200	15,500	0.6%
Maintenance Contracts	4,711,510	4,724,821	13,311	0.3%
Professional Services (IT)	4,736,106	4,748,477	12,371	0.3%
Hexagon	631,836	428,228	(203,608)	-32.2%
General Supplies	1,280,449	1,249,845	(30,604)	-2.4%
Utilities	3,403,925	3,601,675	197,750	5.8%
Insurance Premiums (Risk Fund)	1,060,500	1,206,500	146,000	13.8%
subtotal	$ 26,432,533	$ 26,158,639	$ (273,894)	-1.0%
Capital/Lease/Other:				
Operational Capital/Other	$ 319,179	$ 322,679	$ 3,500	1.1%
Capital Leases/Gwinnett Tech Debt Svc	1,296,181	1,280,443	(15,738)	-1.2%
Contingency	913,617	1,000,000	86,383	9.5%
Total Operating Expenditures	**$ 95,358,606**	**$ 99,482,675**	**$ 4,124,069**	**4.3%**
Reserve for Operating Initiatives	-	145,000		
Interfund Transfers:				
Fund Balance (Capital Investment)	5,017,048	5,661,572		
Capital Program	**1,517,405**	**475,000**		
911 Fund (Alpharetta's subsidy portion)	-	553,824		
Total Expenditures	**$ 101,893,059**	**$ 106,318,071**		

- Performance-based compensation program (3% on average; consistent with market review).
- Targeted Market-Based compensation adj. to employee classes.
- Annualized impact of Alpharetta Jail staffing (+$635K).
- Assumed group insurance cost growth of 5%.

- Coverage of Growth Drivers:
  - ✓ Utilities (+$199K).
  - ✓ Insurance Premiums (+$146K).
- Reduction in discretionary spending (travel, training, etc.) as well as targeted reductions in accordance with spending trends (legal, advertising, etc.).

← Impact of Millage Shift.

← Pro-rata subsidy based on call volume.

Service Delivery Standards

- Compensation
  - Alpharetta is focused on being a top-tier employer in the North Fulton market. This is evident in the compensation plan adjustments made since the COVID pandemic.
  - 54% growth in Personnel Budget between FY 2020-2027 (draft)
    - Average annual growth of 6% (incl. Jail staffing)

	COVID FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	DRAFT FY 2027
Merit								
July	-	3%	3%	4%	4%	4%	3%	3%
November (all employees)			3%					
November (add 'l for Police/911)			10%					
Other Compensation Adjustments								
Public Safety Compensation Plan Update	✓							
One-Time Compensation Payout		✓						
Evergreen Class & Compensation Study		✓						
1st Responders Supplemental Grant			✓					
Salary Compression Adjustments				✓				
Market-based Personnel Compensation adjustments					✓	✓	✓	✓

Service Delivery Standards

- Staffing
  - Alpharetta is focused on maintaining and expanding service levels to our community in accordance with the priorities set forth in the Annual Action Plan
    - 43 positions added between FYs 2019-2026
      - 88% within Public Safety (38 positions)
        - » Includes 15 positions for Jail Services
      - 12% within all other Areas

Annual Recurring Capital Needs

- Goal is to fund Recurring Capital from General Operations (between current year appropriation and prior year fund balance) and not unsustainable sources such as TSPLOST.
- City has 5-Year Capital Needs Plan ($100M; FYs 2026-2030)
  - Based on studies and/or internal assessments of all asset types, life expectancies, level of service targets, etc.
- Annual Replacement (“Recurring”) Needs: >$15M
  - $4.0M Milling & Resurfacing
  - $3.0M Stormwater
  - $2.2M Fleet
  - $5.8M Technology, Facilities, Recreation Fields/Courts/Turf and Playgrounds, Sidewalks, Non-PS Fleet/Equipment, Transportation Infrastructure, etc.

FY 2027 Base Budget Capital

- General Fund Budget
  - Capital Funding
    - Balanced Budget required reducing Annual Capital Appropriation from $1.6M to $475K.
    - General Fund ($6.1M; Goal = $15M)
      - Prio-Year Excess Fund Balance of $5.6M (fluctuates annually based on operations)

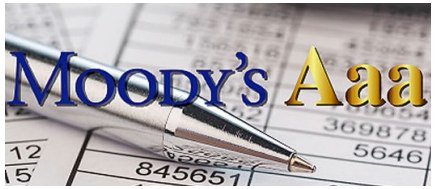
History	2020	2021	2022	2023	2024	2025	Amended 2026	Projected 2027
Annual Capital Appropriation	$4.8M	$0.2M	$1.7M	$3.0M	$5.8M	$4.0M	$1.6M	$475K
Fund Balance Carryforward (year)	$4.5M (2018)	$4.4M (2019)	$5.8M (2020)	$12.6M (2021)	$10.5M (2022)	$9.4M (2023)	$5.0M (2024)	$5.7M (2
	$3.0M (2019)	-	-	-	-	-	-	-
	$12.3M	$4.5M	$7.5M	$15.6M	$16.3M	$13.4M	$6.6M	$6.1M
TSPLOST							$4.5M	$4.8M

Funding Our Future

Bond Rating/Capacity

	Principal Outstanding (FYE 2025)	Rating	Final Maturity	Debt Service; Principal/Interest (FY 2026)	Funding Source
General Obligation (GO) Bonds					
GO Refunding Bonds, Series 2014	$ 1,850,000	AAA	2026	$ 1,893,290	Debt Service Fund
GO Bonds, Series 2016	46,740,000	AAA	2041	1,923,988	Debt Service Fund
GO Refunding Bonds, Series 2020	16,500,000	AAA	2032	1,160,000	Debt Service Fund
GO Bonds, Series 2022	25,305,000	AAA	2047	1,633,268	Debt Service Fund
	$ 90,395,000			$ 6,610,545	
Development Authority Bonds					
Revenue Bonds, Series 2013	$ 1,995,000	AAA	2033	$ 291,065	General Fund
Revenue Bonds, Series 2016	21,055,000	AAA	2041	1,448,713	Hotel/Motel Fund
	$ 23,050,000			$ 1,739,778	

AAA
S&P Global Ratings



- Capacity
  - No legal limit capacity issues nor immediate pressure on Bond Rating
  - More about planning/investing in future/revenue source

Bond Rating Positives/Negatives

Positives	Negatives
Economy & Demographics	**Economy & Demographics**
• Exceptionally healthy large, diverse tax base • Full value per capita above US median • Affluent and growing local economy	• None
Financial Condition	**Financial Condition**
• Fund balance as a percent of operating revenues is consistent with U.S. medians • Superior operating cash position with strong access to external liquidity • Strong budgetary performance with general fund and total governmental fund operating surpluses • Diverse general fund revenues	• Sizable capital plan
Debt & Pension	**Debt & Pension**
• Strong debt and contingent liability profile • Pension and OPEB are not an immediate source of pressure	• Slow payout of outstanding debt
Management	**Management**
• Prudent long-term budgeting • Formalized debt, investment, and fund balance policies	• None
ESG	**ESG**
• Long term environmental risk is low • Healthy social credit profile • Stable governance	• Some elevated exposure to heat stress

5-Year CIP

FY 2026-2030 Capital Improvement Plan

June 11, 2025

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Sources						
General Fund (Annual Appropriation)	$ 3,091,292	$ 3,174,538	$ 3,238,029	$ 3,302,789	$ 3,368,845	$ 16,175,493
General Fund (Fund Balance)	5,017,048	5,102,022	9,528,358	8,690,058	8,574,399	36,911,885
	$ 8,108,340	$ 8,276,560	$ 12,766,387	$ 11,992,847	$ 11,943,244	$ 53,087,378
Other Funds (Investment Earnings)	$ 400,000	$ 400,000	$ 400,000	$ 430,000	$ 430,000	$ 2,060,000
Other Funds (Fund Balance)	3,695,000	-	-	-	-	3,695,000
Impact Fees	575,000	-	-	-	-	575,000
TSPLOST 1 and 2	8,100,000	4,768,700	-	-	-	12,868,700
TSPLOST 3 (forecast)	-	-	4,891,800	5,009,200	5,140,900	15,041,900
	$ 12,770,000	$ 5,168,700	$ 5,291,800	$ 5,439,200	$ 5,570,900	$ 34,240,600
Capital Lease						
Fleet Replacement: Fire Apparatus Replacements	$ 4,000,000	$ 742,000	$ -	$ -	$ -	$ 4,742,000
Fire Extrication Equipment Replacements	-	-	179,000	-	-	179,000
Heart Monitor & AEDs Replacements	660,000	-	-	-	-	660,000
Mobile (Vehicle) Radio Replacements	-	-	-	600,000	-	600,000
Portable (Handheld) Radios Replacement	-	-	-	1,766,000	-	1,766,000
Grant/Contribution						
Local Maintenance Improvement Grant (LMIG); Milling and Resurfacing	710,000	731,300	753,200	775,800	799,100	3,769,400
Local Roads Assistance (LRA) Grant; Milling and Resurfacing, Bridge and Guardrail Maintenance	851,107	-	-	-	-	851,107
Alpharetta Youth Baseball Association Contribution	250,000	-	-	-	-	250,000
	$ 6,471,107	$ 1,473,300	$ 932,200	$ 3,141,800	$ 799,100	$ 12,817,507
Total Sources	**$ 27,349,447**	**$ 14,918,560**	**$ 18,990,387**	**$ 20,573,847**	**$ 18,313,244**	**$ 100,145,485**

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Uses (by Department)						
Economic Development	$ 100,000	$ 150,000	$ 50,000	$ 50,000	$ 50,000	$ 400,000
Information Technology	958,800	450,800	964,000	622,300	630,800	3,626,700
Public Safety	6,994,114	2,692,000	2,364,000	4,636,000	2,355,000	19,041,114
Public Works	10,457,500	9,344,000	11,695,500	11,820,500	11,995,600	55,313,100
Recreation, Parks & Cultural Services	2,305,000	1,255,000	2,183,000	2,065,000	1,863,000	9,671,000
Community Development	183,600	149,900	746,200	451,500	454,900	1,986,100
Total Uses	**$ 20,999,014**	**$ 14,041,700**	**$ 18,002,700**	**$ 19,645,300**	**$ 17,349,300**	**$ 90,038,014**
Non-Allocated (Sources-Uses)	**$ 6,350,433**	**$ 876,860**	**$ 987,687**	**$ 928,547**	**$ 963,944**	**$ 10,107,471**
Total Uses + Non-Allocated	**$ 27,349,447**	**$ 14,918,560**	**$ 18,990,387**	**$ 20,573,847**	**$ 18,313,244**	**$ 100,145,485**

- CIP Funding Challenges
  - Funding Recurring Capital Investment
    - General Fund
    - Other Sources (grants, TSPLOST, etc.)
  - Funding New Improvements
    - Grants, Bonds, etc.
    - Capital Funding

Resource Comparisons

- Targeted Revenue Structure comparison

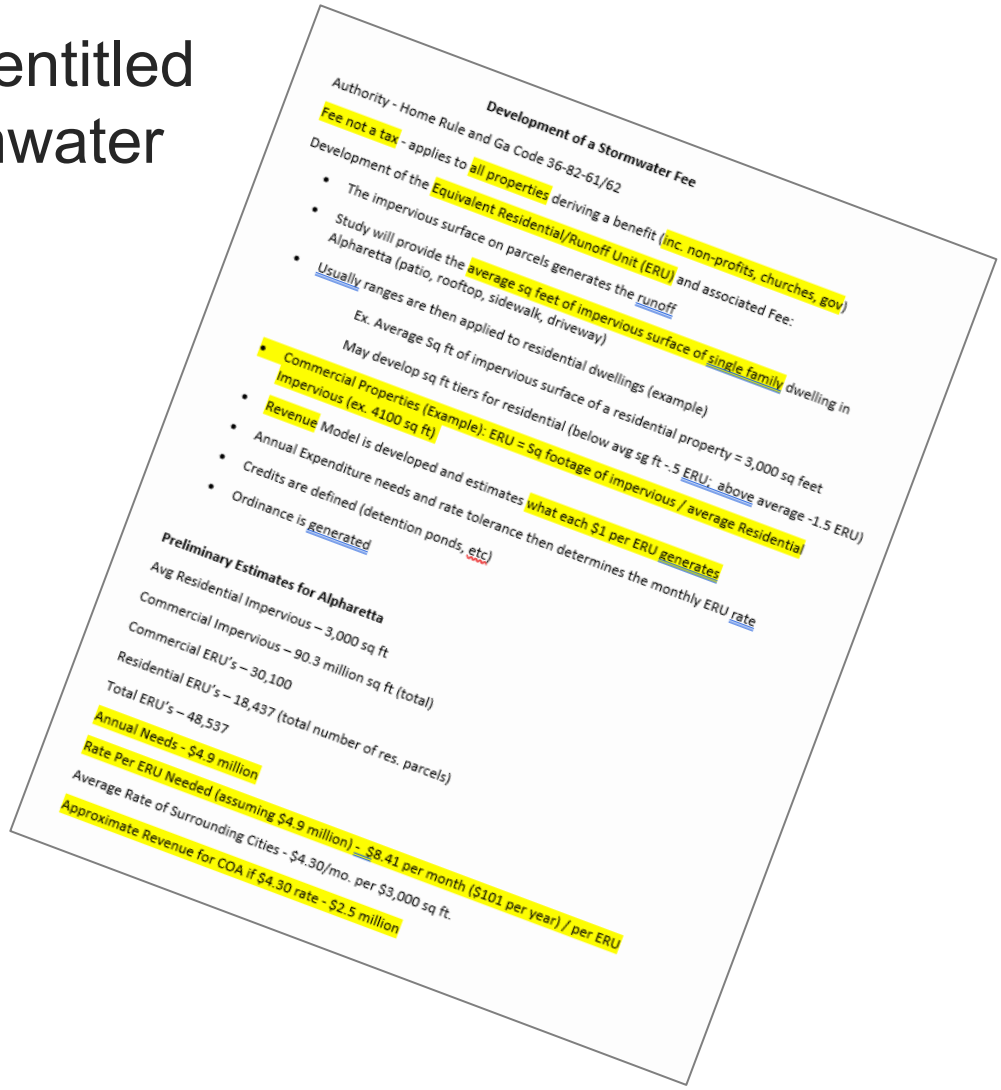
City	Total Millage Rate	Homeowner Effective Millage Rate*	Business & Occupational Tax	Stormwater Fee	Special Services Tax**
Alpharetta	5.750	4.222	$ 2,200,000	$ -	$ -
Brookhaven	3.210	2.388	$ 2,400,000	$ 5,612,562	$ 8,245,205
Johns Creek	3.742	3.305	$ 2,400,000	$ 3,150,000	$ -
Milton	4.503	3.968	$ 1,245,200	$ -	$ -
Roswell	4.949	4.049	$ 6,790,000	$ 4,801,700	$ -
Sandy Springs	4.731	4.478	$ 10,000,000	$ -	$ -

*Effective Millage Rate (operations and debt) reflects the impact of Homestead Exemptions (not including the Floating Homestead Exemption) and is based on an average home value of $700,000.

** Includes the Special Tax District millage rate of 4.0 mills levied by the City of Brookhaven on all commercial properties. Does not include the subarea-specific Special Tax District millage levies (e.g. Vista Special Tax District, etc.).

Stormwater Fee

- Please refer to Handout entitled “Development of a Stormwater Fee”.



Development of a Stormwater Fee

Authority - Home Rule and Ga Code 36-82-61/62

Fee not a tax - applies to all properties deriving a benefit (inc. non-profits, churches, gov)

Development of the Equivalent Residential/Runoff Unit (ERU) and associated Fee:

- The impervious surface on parcels generates the runoff
- Study will provide the average sq feet of impervious surface of single family dwelling in Alpharetta (patio, rooftop, sidewalk, driveway)
- Usually ranges are then applied to residential dwellings (example)

  Ex. Average Sq ft of impervious surface of a residential property = 3,000 sq feet

  May develop sq ft tiers for residential (below avg sq ft -.5 ERU; above average -1.5 ERU)
- Commercial Properties (Example): ERU = Sq footage of impervious / average Residential Impervious (ex. 4100 sq ft)
- Revenue Model is developed and estimates what each $1 per ERU generates
- Annual Expenditure needs and rate tolerance then determines the monthly ERU rate
- Credits are defined (detention ponds, etc)
- Ordinance is generated

Preliminary Estimates for Alpharetta

Avg Residential Impervious – 3,000 sq ft

Commercial Impervious – 90.3 million sq ft (total)

Commercial ERU’s – 30,100

Residential ERU’s – 18,437 (total number of res. parcels)

Total ERU’s – 48,537

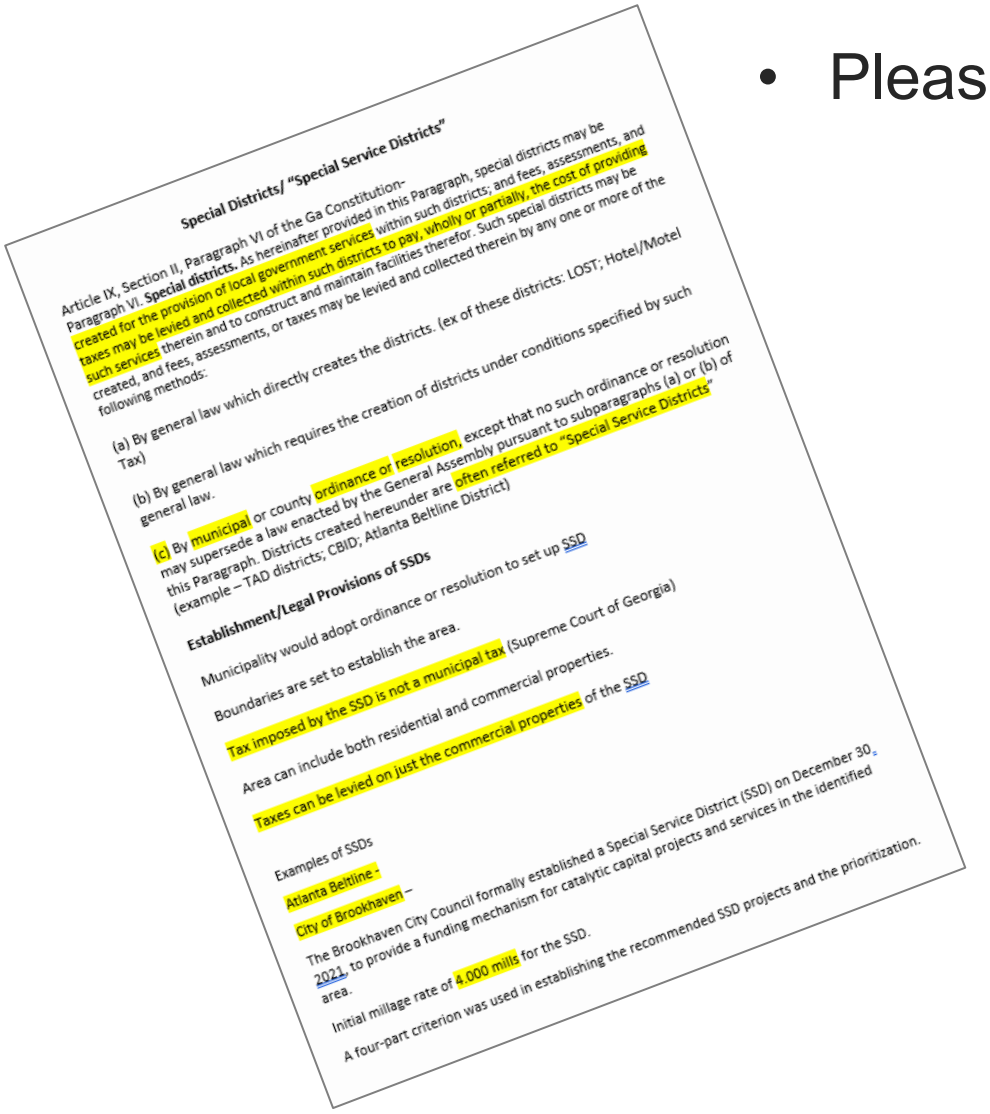
Annual Needs - $4.9 million

Rate Per ERU Needed (assuming $4.9 million) - $8.41 per month ($101 per year) / per ERU

Average Rate of Surrounding Cities - $4.30/mo. per $3,000 sq ft.

Approximate Revenue for COA if $4.30 rate - $2.5 million

Special Services Tax



Special Districts/ "Special Service Districts"

Article IX, Section II, Paragraph VI of the Ga Constitution-
Paragraph VI. **Special districts.** As hereinafter provided in this Paragraph, special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor. Such special districts may be created, and fees, assessments, or taxes may be levied and collected therein by any one or more of the following methods:

(a) By general law which directly creates the districts. (ex of these districts: LOST; Hotel/Motel Tax)

(b) By general law which requires the creation of districts under conditions specified by such general law.

(c) By municipal or county ordinance or resolution, except that no such ordinance or resolution may supersede a law enacted by the General Assembly pursuant to subparagraphs (a) or (b) of this Paragraph. Districts created hereunder are often referred to "Special Service Districts" (example – TAD districts; CBID; Atlanta Beltline District)

Establishment/Legal Provisions of SSDs

Municipality would adopt ordinance or resolution to set up SSD

Boundaries are set to establish the area.

Tax imposed by the SSD is not a municipal tax (Supreme Court of Georgia)

Area can include both residential and commercial properties.

Taxes can be levied on just the commercial properties of the SSD

Examples of SSDs

Atlanta Beltline -

City of Brookhaven –

The Brookhaven City Council formally established a Special Service District (SSD) on December 30, 2021, to provide a funding mechanism for catalytic capital projects and services in the identified area.

Initial millage rate of 4.000 mills for the SSD.

A four-part criterion was used in establishing the recommended SSD projects and the prioritization.

- Please refer to Handout entitled "Special Districts/Special Service Districts".

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 23, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 1/28/2026)
Consideration and approval of the City Council meeting minutes from the meeting of January 28, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the January 28, 2026 City Council meeting at 5:00 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on January 28, 2026 at 5:00 pm.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 1.28.2026

City Council Meeting & Public Hearing
JANUARY 28, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 5:00 PM

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

1. CALL TO ORDER

   - Mayor Gilvin called the meeting to order at 5:00 p.m.

2. ROLL CALL

   - Council Members
     - Mayor Jim Gilvin
     - Mayor Pro Tem Dan Merkel
     - T. Kirk Driskell
     - Katie Reeves
     - Douglas J. DeRito
     - John Hipes
     - Fergal M. Brady
   - Staff
     - Chris Lagerbloom, City Administrator
     - John Robison, Assistant City Administrator
     - Molly Esswein, City Attorney
     - Lauren Shapiro, City Clerk
     - Brad Denkinger, Fire Chief
     - Charlie Jewell, Director of Economic Development

- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Trent Lindgren, Chief of Police
- Deanna McKay, Public Communication & Engagement Coordinator
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

B. Z-25-15/V-25-34 Madewell/Milton Avenue

Consideration of a rezoning and variance to allow for the construction of 1 'For-Sale' single-family detached home on a 1.34-acre property in the Downtown. A rezoning is requested from SU (Special Use) to R-15 (Dwelling, 'For-Sale', Residential) and variances are requested to Unified Development Code (UDC) Subsection 3.3.2(D)(1)(b) to reduce a perennial stream buffer from 150' to 75' and UDC Subsection 2.2.5(D) to reduce the front setback from 65' to 24'. The property is located at 0 Milton Avenue and is legally described as being located in Land Lots 1251 & 1270, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Madewell, is requesting a rezoning and variances to allow for the development of one (1) single-family detached lot on 1.34-acres in the Downtown. A rezoning is requested from SU (Special Use) to R-15 (Dwelling, 'For-Sale', Residential) and variances are requested to reduce the front building setback and reduce a stream buffer and impervious setback for a perennial stream. The subject property is located at 0 Milton Avenue on the north side of Milton Avenue between 249 Milton Avenue and 265 Milton Avenue.
- This item was considered at the January 8, 2026 Planning Commission meeting. There was one (1) public comment with concerns over downstream flooding from impacts to

the creek. After discussion, the Commission recommended approval subject to the staff recommended conditions and adding condition #14 (vote 7-0).

- Staff recommends that Mayor and Council approve Z-25-15/V-25-34 Madewell/Milton Avenue, subject to the following conditions:

  1. The site, consisting of approximately 1.34 acres, shall be rezoned to R-15 and developed substantially similar to site plan submitted by OnSite Civil Group, dated 11/18/25, 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.
  2. Architecture and materials shall be developed substantially similar to the rendering prepared by Diana Bolivar, dated 11/17/25, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB. Homes shall have 4-sided architecture, as approved by DRB.
  3. Density shall not exceed 0.75 dwelling units per acre.
  4. Front building setback shall be a minimum 24'.
  5. Front yard shall be framed with a decorative low wall, metal fencing, or hedge with masonry columns, as approved by DRB.
  6. Developer shall improve the Milton Avenue streetscape as follows: 6' planter (planted with street trees) and 8' sidewalk, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Developer shall dedicate right-of-way or a public access easement for the sidewalk improvements.
  7. Minimum 5' landscape strip shall be provided along the east and west property lines of the 1.34-acre property and planted with a mix of evergreen and shade trees, as approved by DRB.
  8. Fences and walls visible from the public right-of-way shall be decorative and shall complement exterior materials used on each home, as approved by DRB. Walls shall be substantially as depicted on the grading and drainage plan prepared by OnSite Civil Group, dated 11/18/25, and incompliance with building setbacks. Walls

shall be clad with decorative material and walls over 7' tall shall be tiered with a minimum 5' wide planted landscape bed between, as approved by DRB.

9. Unfinished wood fences and decks shall not be visible from the street.
10. Developer shall save trees as depicted on the Tree Protection & Mitigation Plan prepared by RHF, dated 11/24/25. Encroachments into the CRZ of saved trees shall not exceed 20%, as approved by Staff.
11. Perennial stream buffer shall be at least 50' with an additional 25' of impervious setback for a total of 75'.
12. To mitigate stream buffer encroachments, developer shall comply with one or a combination of the following measures, as approved by Staff:
    a. Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
    b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment /impact. These can include removing fallen trees from inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add enhanced buffer plantings where sparsely vegetated, and remove invasive vines.
    c. Obtain any necessary state and federal approvals for the stream and buffer impacts.
    d. Or alternative mitigation measures, as approved by Staff.
13. HVAC and similar equipment shall not be visible from the public right-of-way.
14. Developer/owner agrees to develop a long-term maintenance agreement for the mitigation of the stream buffer.

- The undeveloped, wooded property has a perennial stream, which is a tributary of Foe Killer Creek, running along its north side which has stream buffers and impervious setback covering much of the property. The applicant recently purchased the property from Fulton County Schools in order to extend a sewer connection to the property located at 249 Milton Avenue, which the applicant also owns. Surrounding properties are zoned SU to the north and east and R-15 (Dwelling, 'For-Sale', Residential) to the east,

south, and west. Innovation Academy is located to the north and east, unplatted, single-family detached lots are located to the east and west, and Park Lane subdivision is located to the south. The proposal is consistent with the comprehensive land use plan designation of the property, which is 'Low Density Residential'.

- The applicant is requesting variances from Unified Development Code (UDC) Subsection 2.2.6(D) to reduce the front building setback from 65' to 24'. In addition, the applicant requests a variance to UDC Subsection 3.3.2(D)(1)(b) to reduce the perennial stream buffer and impervious setback from 150' to 75'. According to the applicant, the variances are necessary due to the stream buffer encumbering much of the property.
- Stream buffer mitigation was submitted by the applicant in an effort to offset impacts to the stream from the reduced buffer and impervious setback. The applicant proposes a buffer mitigation area equivalent to two times (2x) the encroachment area, or 0.84 acres, to be planted with buffer enhancement landscape material, recompense trees, and live stakes on streambanks. The buffer mitigation area is depicted primarily on the residential lot, as well as on the Innovation Academy property. The buffer mitigation area on the Innovation Academy property is proposed to be a bee-friendly sanctuary habitat. The City's Stormwater Engineer believes the proposed stream buffer encroachment has been minimized by the applicant and can be mitigated through a combination of additional runoff reduction, buffer enhancement, and/or alternative mitigation efforts, which will be determined during the land disturbance permit process.
- The site plan depicts one (1) single-family detached lot on the 1.34-acre property with access from Milton Avenue. The home has a side-loaded garage that will accommodate at least two (2) side-by-side parking spaces within the garage and a Code-compliant driveway accommodating at least two (2) additional cars.
- Downtown streetscape regulations require a minimum six-foot (6') planter and eight-foot (8') sidewalk along the property's frontage, which is depicted on the site plan. The ten-foot (10') landscape strip required along Milton Avenue is referenced on the site plan. The tree protection and mitigation plan depicts a sanitary sewer easement straddling the proposed 50' stream buffer line and running through the north end of the lot. According to a note on the plan, the sanitary sewer will be installed using a jack and bore method to limit impacts to the stream buffer.

- One (1) tree of quality (#201 – 23" Red Maple) is required and depicted to be saved in the front setback along Milton Avenue. Of the six (6) specimen trees referenced on the tree protection plan, only one (1) is depicted to be removed. An additional eighteen (18) trees of quality and smaller trees are depicted to be saved, which include Pines, Magnolias, Oaks, and Sweet Gum. Two (2) underground stormwater vaults are proposed on the north and east sides of the home.
- According to the applicant's architect, the proposed rendering reflects the Tudor Eclectic architectural style. The home is depicted as two (2) stories with steep pitched rooftops and a stone exterior. The City's Downtown Consultant reviewed the submitted renderings and believes that the design generally complies with the Downtown Design Guidelines for Tudor Eclectic. However, the Downtown Consultant felt that the design is quite modern and simple when compared to classic Tudor Eclectic designs. It does not reflect some of the most character-defining elements typical to the style, specifically:
    1. The general form would have to be considered unusual for any Tudors, even an authentic, historic Tudor structure. The prominent auto court on the front is unusual but not inappropriate for a modern adaptation of the design.
    2. There is no large cross gable roof form, connecting the front gables together. While it has a crossing roof form, it is well in the rear of the house, and I cannot see if the strong side gables are expressed at all.
    3. There are no prominent chimneys at all. For a building form this complex, that is an element that I believe would add to the overall design.
    4. There is no hint of half-timbering. Again, not essential, but a very common feature that could be helpful in dealing with the rather unusually high proportion of exterior wall-to-interior floor ratio. I didn't calculate it. That is just an impression I got from the drawing.
- Staff estimates that the one (1) single-family detached lot would generate one (1) AM Peak Hour trip and one (1) PM Peak Hour trip.
- The applicant's Citizen Participation Plan Report indicates that property owners within 500' were contacted regarding the applicant's request and intent. The report states that no public comments were received.

- The Community Zoning Information Meeting was held on December 10, 2025. There were no public comments.
- Staff has reviewed the zoning proposal against the review criteria for a rezoning and variance. The zoning proposal is consistent with the comprehensive land use plan designation of the property and would be suitable as it relates to the use and development of adjacent or nearby properties, which are similarly developed as single-family detached lots. The proposed density is less than surrounding properties and the maximum density (three (3) dwelling units per acre) supported by the future land use designation of the property.
- The applicant, Tori Young, Madewell, 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-25-15/V-25-34 Madewell/Milton Avenue, subject to the following conditions:

1. The site, consisting of approximately 1.34 acres, shall be rezoned to R-15 and developed substantially similar to site plan submitted by OnSite Civil Group, dated 11/18/25, 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.
2. Architecture and materials shall be developed substantially similar to the rendering prepared by Diana Bolivar, dated 11/17/25, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant's comments, subject to final approval by DRB. Homes shall have 4-sided architecture, as approved by DRB.
3. Density shall not exceed 0.75 dwelling units per acre.
4. Front building setback shall be a minimum 24'.
5. Front yard shall be framed with a decorative low wall, metal fencing, or hedge with masonry columns, as approved by DRB.

6. Developer shall improve the Milton Avenue streetscape as follows: 6' planter (planted with street trees) and 8' sidewalk, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Developer shall dedicate right-of-way or a public access easement for the sidewalk improvements.
7. Minimum 5' landscape strip shall be provided along the east and west property lines of the 1.34-acre property and planted with a mix of evergreen and shade trees, as approved by DRB.
8. Fences and walls visible from the public right-of-way shall be decorative and shall complement exterior materials used on each home, as approved by DRB. Walls shall be substantially as depicted on the grading and drainage plan prepared by OnSite Civil Group, dated 11/18/25, and incompliance with building setbacks. Walls shall be clad with decorative material and walls over 7' tall shall be tiered with a minimum 5' wide planted landscape bed between, as approved by DRB.
9. Unfinished wood fences and decks shall not be visible from the street.
10. Developer shall save trees as depicted on the Tree Protection & Mitigation Plan prepared by RHF, dated 11/24/25. Encroachments into the CRZ of saved trees shall not exceed 20%, as approved by Staff.
11. Perennial stream buffer shall be at least 50' with an additional 25' of impervious setback for a total of 75'.
12. To mitigate stream buffer encroachments, developer shall comply with one or a combination of the following measures, as approved by Staff:
    a. Provide 50% additional runoff reduction or water quality volume above the standard city requirements.
    b. Provide buffer enhancement on an agreed upon area equal to at least 2 times the area of encroachment /impact. These can include removing fallen trees from inside the stream bed that are impeding flow, plant eroded or sparsely vegetated areas of stream banks with live stakes, add enhanced buffer plantings where sparsely vegetated, and remove invasive vines.

c. Obtain any necessary state and federal approvals for the stream and buffer impacts.

d. Or alternative mitigation measures, as approved by Staff.

13. HVAC and similar equipment shall not be visible from the public right-of-way.

14. Developer/owner agrees to develop a long-term maintenance agreement for the mitigation of the stream buffer.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (7-0).

C. PH-26-03/MP-25-05/CU-25-07/V-26-01 AC Hotel and Vertiport/Northwinds Summit

Consideration of a change of condition, master plan amendment, conditional use, and variance related to a 'Vertiport' and hotel in the Northwinds Summit mixed-use development. A change of conditions is requested to increase the maximum height of a hotel from 6 to 7 stories and to increase the maximum number of hotel rooms from 140 to 165. A master plan amendment is requested to the Northwinds Summit Master Plan to add 'Vertiport' as conditional use and a conditional use is requested to allow 'Vertiport' for the applicant's proposed Vertiport. A variance is requested to Unified Development Code (UDC) Subsection 2.10.8(D) to allow EIFS as an exterior building material on a hotel. The property is located at 1000 and 2000 Summit Place and is legally described as being located in Land Lots 752, 753, 798 & 799, 1st District, 2nd Section, Fulton County, Georgia.

- Prior to the start of this item, Mayor Pro Tem Merkel requested that this item be split into to items for motion purposes, one for the AC Hotel and one for the Vertiport.
    - City Attorney, Molly Esswein, shared that she would need to look into this while the item was being presented.
- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicants, Pope and Land and Brian Nettles, are requesting a master plan amendment, change of condition, conditional use and variance to allow a 'Vertiport' and a seven (7) story, 165-room AC Hotel in the Northwinds Summit mixed-use development. The Vertiport and AC Hotel are proposed on parcels at the entrance to

the development off Haynes Bridge Road and along Summit Place. A master plan amendment is requested to add 'Vertiport' to the Northwinds Summit Master Plan and a conditional use is requested to allow 'Vertiport' for the applicant's proposal. A change of condition is requested to increase the height of the AC Hotel building from six (6) to seven (7) stories and to increase the number of hotel rooms from 140 to 165. A variance is requested to the North Point Overlay to allow EIFS as a permitted exterior material on the hotel building. The subject properties are located at 1000 and 2000 Summit Place on the east side of Haynes Bridge Road at the intersection with Summit Place.

- The master plan amendment and conditional use to allow a 'Vertiport' in the Northwinds Summit mixed-use development was considered at the October 2, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0
- After the Planning Commission meeting, the property owners added a request for change of condition and variance related to the AC Hotel. That request has been incorporated with the master plan amendment and conditional use request to allow a 'Vertiport' at Northwinds Summit.
- Staff recommends that Mayor and Council approve MP-25-05/PH-26-03/CU-25-07/V-26-01 AC Hotel & Vertiport/Northwinds Summit, subject to the following conditions:
    - Vertiport Parcel:
        1. 'Vertiport' shall be added as a conditional use in the Northwinds Summit Master Plan.
        2. 'Vertiport' shall be added as a conditional use at 1000 Summit Place and limited to the submitted plans depicting a Vertiport on the top level of a parking deck.
        3. Developer shall submit a fire risk assessment in accordance with NFPA 418 Section 4.1.2, which shall be approved by the local Authority Having Jurisdiction (AHJ).
        4. Developer shall provide evidence of compliance with FAA standards for planning, design, and construction of the proposed facility.
    - AC Hotel Parcel

5. Site shall be developed substantially similar to site plan sheets ZS-1.0 and ZS-1.1 prepared by HGA, revised 11/3/25.

6. The following condition shall replace condition #2 related to file # PH-17-32 Northwinds Summit/Pope & Land: One (1) boutique or full-service hotel shall be permitted with a maximum of 165 rooms and 7 stories. Hotel entitlement shall be deducted from the existing Northwinds Master Plan entitlement for hotel, which will require an exchange of 32,800 SF of office for 41 additional hotel rooms. Hotel shall not be an extended stay facility.

7. Architecture and materials shall be developed substantially similar to the building elevations prepared by Reese Vanderbilt & Associates, revised 11/3/25, subject to final approval by DRB.

8. EIFS shall be permitted as an exterior finish material on the hotel and limited to the areas as depicted on the hotel building elevations prepared by Reese Vanderbilt & Associates, revised 11/3/25, with final approval by DRB.

- The submitted request, if approved, would allow a 'Vertiport' and a seven (7) story, 165-room AC Hotel in the Northwinds Summit mixed-use development. The Vertiport and AC Hotel are proposed on parcels located at the entrance to the development off Haynes Bridge Road and along Summit Place. A master plan amendment is requested to add 'Vertiport' to the Northwinds Summit Master Plan and a conditional use is requested to allow a 'Vertiport' for the applicant's proposal. A change of condition is requested to increase the height of the AC Hotel building from six (6) to seven (7) stories and to increase the number of hotel rooms from 140 to 165. A variance is requested to the North Point Overlay to allow EIFS as a permitted exterior material on the hotel building. The subject properties are located at 1000 and 2000 Summit Place on the east side of Haynes Bridge Road at the intersection with Summit Place.

- The property is zoned MU (Mixed Use) and is subject to the Northwinds Summit Master Plan. Surrounding properties are zoned O-I (Office-Institutional) to the north, east, and south and MU to the west. Fairfield Inn & Suites and two (2) office buildings are located to the north, Jackson Healthcare is located to the east, Georgia 400 and a small O-I property are located to the south, and Lakeview Park mixed-use development is located

to the west. The comprehensive land use plan designation of the property is 'Mixed Use'.

- Northwinds Summit is a 24.55-acre mixed-use development improved with a 140-unit 'For-Rent' building with ground floor retail and restaurant uses, a two (2) story, 32,520 square foot office building, as well as a 32-unit 'For-Sale' Condominium building, which is currently under construction. In addition, the mixed-use development is approved for a 140-room hotel, 30,000 square feet of retail/restaurant, and approximately 1,200,000 square feet of office.

- A 'Vertiport' is associated with Advanced Air Mobility (AAM), which refers to 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). A 'Vertiport' is defined in the City's Unified Development Code (UDC) as "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." A 'Vertiport' is permitted with a conditional use in the AG (Agriculture), CUP (Community Unit Plan), O-I (Office-Institutional), PSC (Planned Shopping Center), LI (Light Industrial), SU (Special Use) and MU (Mixed-Use) zoning districts. The Resurgens Park Master Plan lists 'Heliport/Vertiport' as a permitted use and several master plans allow 'Heliport, Public/Private', as a permitted or conditional use, including Preston Ridge, Oxford Green, Mansell Ridge, and Sanctuary Park.

- The applicant requests to increase the number of hotel rooms from 140 to 165 and increase the height of the hotel from six (6) to seven (7) stories. According to the application, this request is necessary to meet market demand and position the hotel to be economically feasible due to current market conditions that have seen increases in development and construction costs. The applicant requests the following changes to conditions of zoning related to PH-17-32 Northwinds Summit/Pope & Land (applicant's requested changes depicted below in RED text):

  2. One (1) boutique or full-service hotel shall be permitted with a maximum of ~~140~~ 165 rooms and ~~6~~ 7 stories. Hotel entitlement shall be deducted from the existing Northwinds

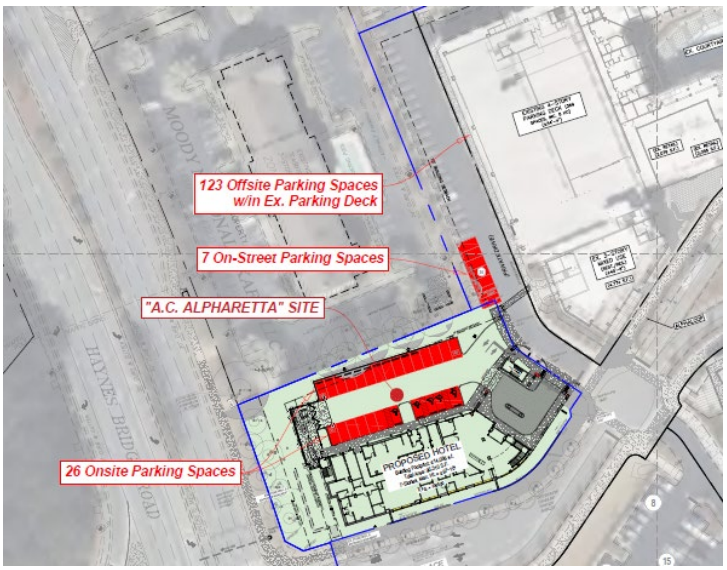
Master Plan entitlement for hotel, which will require an exchange of 12,800 SF of office for 16 additional hotel rooms. Hotel shall not be an extended stay facility.

- There are approximately 31 hotels operating in the City, with most being limited-service hotels and only four (4) being full-service or boutique hotels (Hamilton Hotel, Hotel Avalon, Hilton Windward and Marriott Windward). The applicant proposes a full-service AC Hotel, which is under the Marriott brand and is considered an upscale four (4) star hotel. Information on the AC Hotel Marriott website describes the hotel as perfectly precise with purposeful design, flexible spaces, and signature moments. There are seven (7) AC Hotels in Georgia with five (5) locations in Atlanta, one (1) in Savannah, and one (1) in Columbus. According to the applicant, the proposed Alpharetta AC Hotel will include a full-service restaurant/bar focused on breakfast and dinner, fitness room, 2nd floor terrace with outdoor restaurant/bar seating, lounge and gathering areas, small and large meeting rooms, conference room, and covered pickup/drop-off area. Based on the hotel's location in a mixed-use development, the applicant anticipates that the hotel will serve as a hub for local residents of Northwinds Summit.
- The applicant is requesting a variance from Unified Development Code (UDC) Subsection 2.10.8(D)(1) to allow for the use of EIFS (Exterior Insulation and Finish System) on portions of the building. The North Point Overlay limits exterior finish materials on walls visible from a street or civic space to brick, manufactured stone, architectural block, natural stone, cement-based panels, and/or hard coat stucco, except that glass and metal curtain wall systems are allowed to be used on all building stories above the second. According to the applicant, the building has been designed to utilize exterior materials permitted in the North Point Overlay, including brick, metal panel system, glass and stucco. The applicant requests to replace the portions of the building shown to be stucco with EIFS. The submitted elevations depict EIFS primarily on the east and west elevations of the building, which are the narrow sides of the building. The applicant states the following reasons why EIFS is superior to stucco: (a) EIFS provides superior building envelope moisture control and water proofing; (b) EIFS provides for a much improved building energy efficiency and more readily meets the new energy codes; (c) the manpower and the expertise to properly install EIFS as opposed to stucco is much more readily available; (d) the long term maintenance of EIFS

over stucco (particularly in southeastern climates) is more economical and long lasting; (e) repairs required to EIFS are much easier and less costly to execute than repairs to stucco; (f) there is a much lower potential for unsightly cracking in EIFS than in stucco, and; (g) there are cost savings benefits for the initial installation and ongoing maintenance of EIFS as opposed to stucco.

- Vertiport: The site plan depicts a Vertiport on the top level of a future parking deck located at the southeast corner of Haynes Bridge Road and Summit Place. A 10,000 square-foot retail building is situated opposite the parking deck along Summit Place. The parking deck includes three (3) levels. The 1st level is for retail and office parking, the 2nd level is controlled access parking, and the 3rd level is for the Vertiport. The Vertiport includes four (4) Vertiport landing pads, as well as a 10,800 square foot Vertiport terminal.

- AC Hotel: The site plan depicts a seven (7) story, 165-room AC Hotel at the northeast corner of Summit Place and Haynes Bridge Road. The Alpha Loop runs along the hotel's frontage on Summit Place. A pickup and drop-off area is depicted on the east side of the hotel, which has access from a 26-space parking lot located on the north side of the hotel building. As shown in the exhibit below, an additional 123 parking spaces are located in the adjacent parking deck, of which the 369-space parking deck is shared with the adjacent For-Rent building. An additional seven (7) surface parking spaces along the access road between the hotel and the parking deck are allocated to the hotel.



- Parking provided for the hotel, For-Rent building, and ground floor retail/restaurants uses exceed the minimum parking requirements for those uses.
- 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.
- The Community Zoning Information Meeting was held on April 9, 2025 and December 10, 2025. There were no public comments.
- Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment, conditional use, change of condition and variance. The proposed Vertiport and AC Hotel would be compatible with the surrounding properties, which are primarily developed and approved as office buildings. A boutique or full-service hotel was approved in the Northwinds Summitt mixed-use development in 2017, and hotel use has been an allowable use in Northwinds since the initial master plan was approved in 1986. The request, if approved, would add to the full-service hotel offerings in the City and would provide certainty on the hotel brand and ensure, at a minimum, a 4-star hotel. Vertiports, like Heliports are similarly located at airports, on building rooftops, on parking decks, as well as at grade. In addition, 'Vertiports' serve electric vertical takeoff and landing aircrafts (eVTOL), which utilize technology that is quieter than a helicopter. In addition, the Resurgens Park Master Plan allows a Vertiport as a permitted use and several master plans allow 'Heliport, Public/Private' as a permitted or conditional use.
- Application of the ordinance would create an unnecessary hardship as it relates to the variance request to allow EIFS on the hotel building. EIFS is a more durable material than stucco and will require less maintenance. In addition, the applicant has primarily limited the use of EIFS to the east and west elevations of the building, which are the narrowest sides of the hotel building.
- Mayor Gilvin announced that the City Attorney has determined that because this application weas advertised as one item, the Council cannot separate this application as two separate items for motion purposes.
- Kerry Armstrong with Pope & Land came forward to speak on behalf of the applicant and application and provided a handout from the AC Hotel Design Team, which is attached hereto as "Exhibit A."

- Glenn Herring, Gabriel Herring, and Brian Nettles from Kerioth Corporation came forward to speak as the hotelier on behalf of this application.

CITY COUNCIL DISCUSSION:

- Council Member Brady asked about the overall height of the building, future flight patterns, and number of flights at once.
- Mayor Pro Tem Merkel asked the applicant if they would be comfortable with the term vertistop instead of vertiport (concerned with storage, fuel, etc.).
- Council Member Hipes asked about the size of largest conference/meeting room within the hotel, about the criteria for ranking a hotel (number of stars), and about the choices of exterior materials.
- Council Member Reeves asked about the occupancy rate and hotel demand in this area.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to extend the presentation time and public comment time for 5 additional minutes.

  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (7-0).

❖ Mayor Pro Tem Merkel offered a motion to approve PH-26-03/MP-25-05/CU-25-07/V-26-01 AC Hotel and Vertiport/Northwinds Summit, subject to the following conditions:

- Vertiport Parcel:

1. 'Vertiport' shall be added as a conditional use in the Northwinds Summit Master Plan.
2. 'Vertiport' shall be added as a conditional use at 1000 Summit Place and limited to the submitted plans depicting a Vertiport on the top level of a parking deck.
3. Developer shall submit a fire risk assessment in accordance with NFPA 418 Section 4.1.2, which shall be approved by the local Authority Having Jurisdiction (AHJ).

4. Developer shall provide evidence of compliance with FAA standards for planning, design, and construction of the proposed facility.

- AC Hotel Parcel

5. Site shall be developed substantially similar to site plan sheets ZS-1.0 and ZS-1.1 prepared by HGA, revised 11/3/25.
6. The following condition shall replace condition #2 related to file # PH-17-32 Northwinds Summit/Pope & Land: One (1) boutique or full-service hotel shall be permitted with a maximum of 165 rooms and 7 stories. Hotel entitlement shall be deducted from the existing Northwinds Master Plan entitlement for hotel, which will require an exchange of 32,800 SF of office for 41 additional hotel rooms. Hotel shall not be an extended stay facility.
7. Architecture and materials shall be developed substantially similar to the building elevations prepared by Reese Vanderbilt & Associates, revised 11/3/25, subject to final approval by DRB.
8. EIFS shall be permitted as an exterior finish material on the hotel and limited to the areas as depicted on the hotel building elevations prepared by Reese Vanderbilt & Associates, revised 11/3/25, with final approval by DRB.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-1; with Council Member Hipes in opposition).
  - There was the following discussion during the motion:
    - Council Member Hipes shared that he would be in support of the vertiport part of this item and would deny the hotel request.
    - Mayor Pro Tem Merkel shared that he is not caught up in the materials to be used, but he is looking at a project that went through the approval process nine years ago, and that this application makes it a better property.
    - Council Member Brady shared that EIFS is a superior product compared to stucco and this hotel style with these type of amenities fits into the Northwinds area perfectly.

- Council Member Driskell asked about the number of rooms permitted by right in the Northwinds Master Plan area (600 hotel rooms in the initial master plan in 1986) and believes that the vertiport is very innovative.
- Council Member Reeves shared that she is interested to know what a vertiport would look like.
- City Administrator, Chris Lagerbloom, shared that this vote tonight would be just for the approved use, not the specifics regarding a future vertiport application and such an application could be approved with conditions.
- Council Member DeRito shared that this is a unique opportunity and would support a vertiport.
- Mayor Gilvin shared that he does support the project.
- City Attorney, Molly Esswein, shared that there could be additional requirements added to the Unified Development Code as it comes to licensing and/or permitting Vertiports.

5. PUBLIC COMMENT

- Ryan Hinson (2748 Ashley Lane, Alpharetta, GA 30004) is currently attending the Public Safety Citizen's Academy and wanted to thank the Council for everything they are doing to make this a great city to live in.

6. REPORTS

- Council Member DeRito shared that we may want to think about enhancing the definition of Vertiport and consider adding a definition of Vertistop to put some guardrails around this in Alpharetta. Additionally, I wanted to thank our department heads, employees, and City Administrator, Chris Lagerbloom, for helping and keeping us updated during the recent ice storm.
- Council Member Hipes shared that The Spotlight Stage has been a great success and we now have Matilda's at the Spotlight and will have their first performance this Saturday, January 31, 2026 and there will be other opportunities to see them at The Spotlight.

7. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Merkel offered a motion to recess the meeting for Executive Session.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (7-0).

- Mayor Gilvin recessed the meeting at 6:44 p.m. for the purposes of litigation.

❖ Mayor Pro Tem Merkel offered a motion to recess the meeting.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (7-0).

- Mayor Gilvin reconvened the meeting at 7:15 p.m.

❖ Council Member Reeves offered a motion to amend the agenda to add to discuss settlement agreement and full and final release of claims with Phillips Brothers Hospitality Group.

- Mayor Pro Tem Merkel seconded the motion.
- The motion was approved unanimously (7-0).

8. EXECUTIVE SESSION ITEMS

A. Settlement Agreement and Full and Final Release of Claim in Phillips Brothers Hospitality Group v. City of Alpharetta

- City Attorney, Molly Esswein, came forward to present the item.
- This item is for a settlement agreement and full and final release of claims between the City of Alpharetta and Phillips Brothers Hospitality Group (dba Mercantile Social) relating to the pending federal lawsuit and settlement of that claim related to denial of their alcohol license.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve the settlement agreement, as presented by City Attorney, Molly Esswein, with full release of claims.

- Council Member Reeves seconded the motion.
- The motion was approved (6-1; with Mayor Gilvin in opposision).

9. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (7-0).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:18 p.m.

Respectfully submitted,

Lauren Shapiro, City Clerk

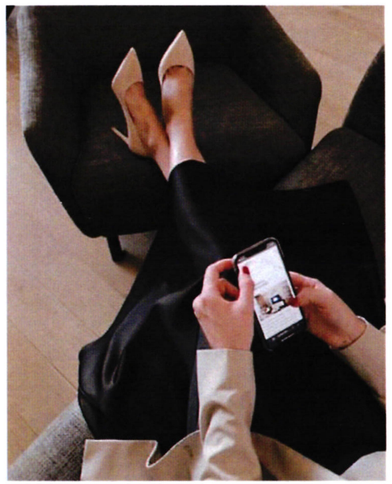
EXHIBIT A

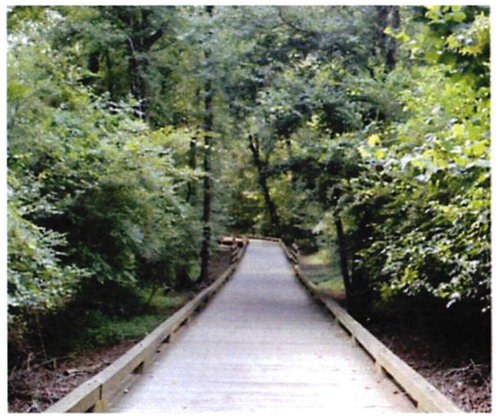
AC HOTELS MARRIOTT

wild MUSE | INTERIORS

AC HOTEL by MARRIOTT—Alpharetta, GA

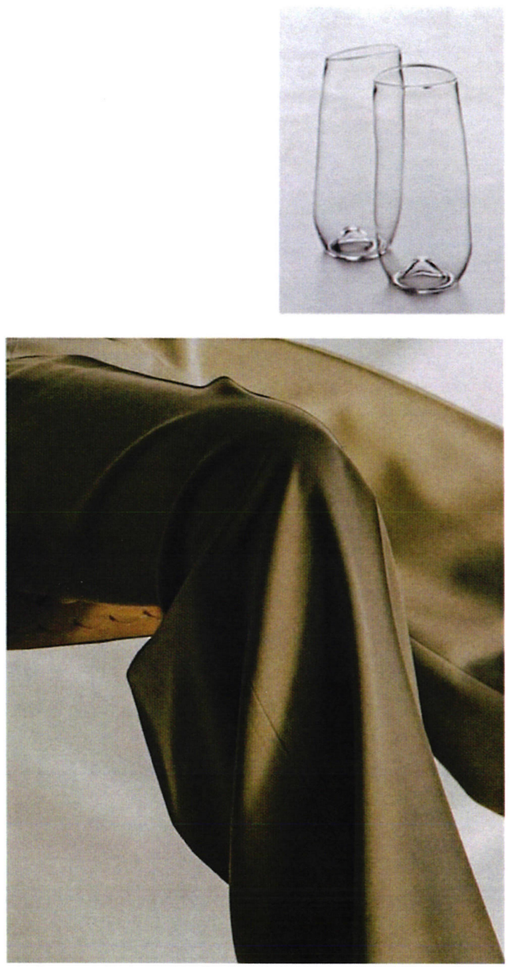
DESIGN NARRATIVE

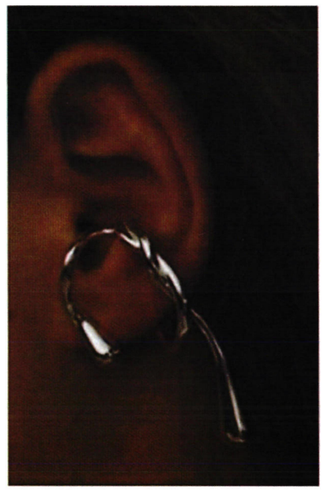


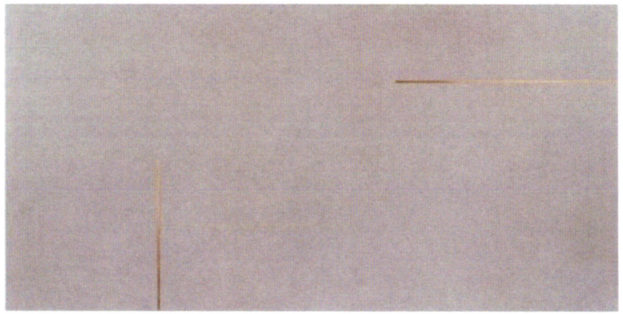


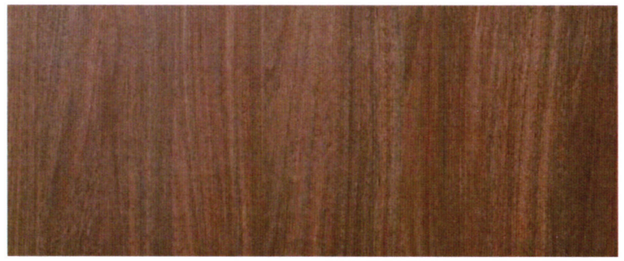
The AC Hotel by Marriott located in Alpharetta, Georgia, blends a contemporary aesthetic with a comfy functionality, catering to both business travelers and tourists alike. Located within the mixed-use development, The Northwinds, the hotel integrates seamlessly within a modern, blended offering of residential, commercial and recreational spaces.

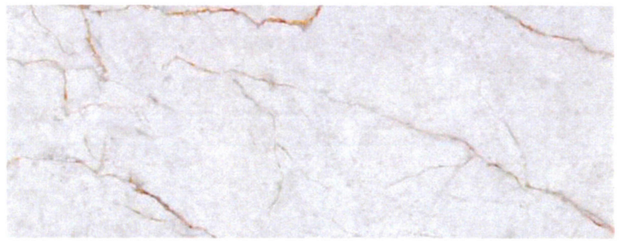
The hotel interiors will showcase a neutral, earthy color palette, with an airy lobby, a feature staircase and modern furnishings. Artwork will be locally procured, reflecting the culture and natural surroundings. Well appointed meeting spaces, equipped with state-of-the-art technology and flexible seating will accommodate various business needs, while the stylish AC Bar and outdoor terrace creates a memorable guest experience.

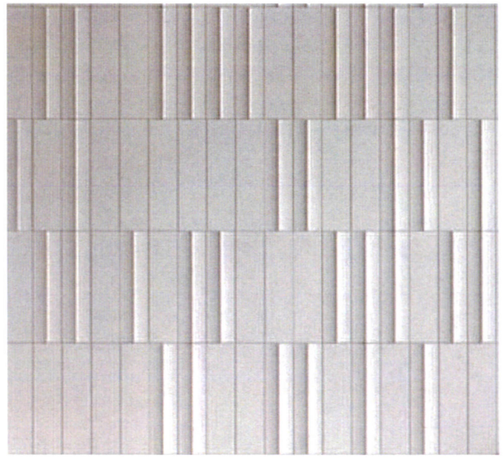


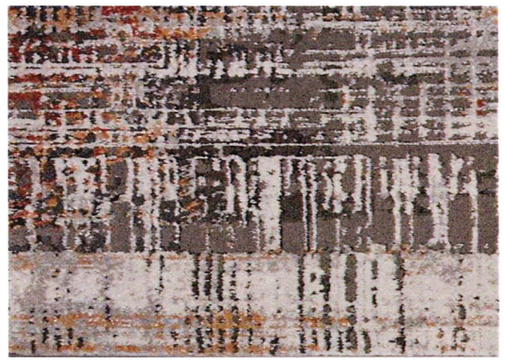


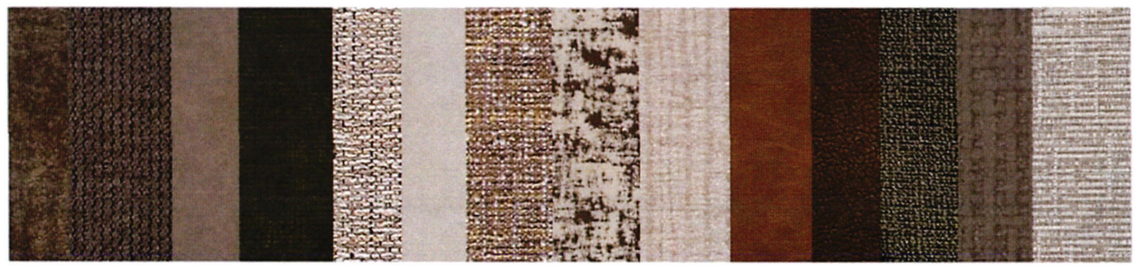


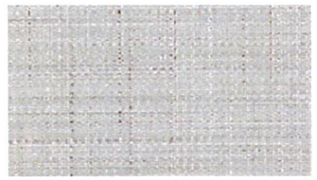


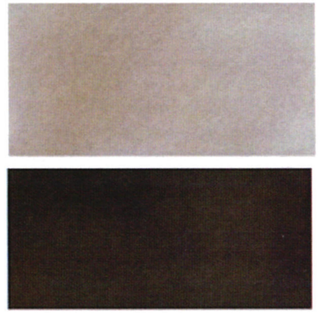


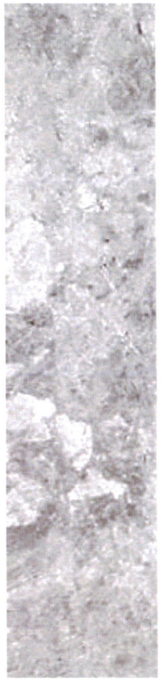


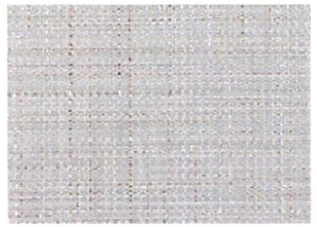


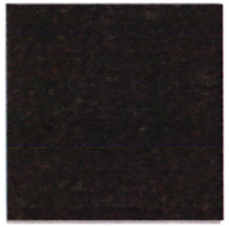


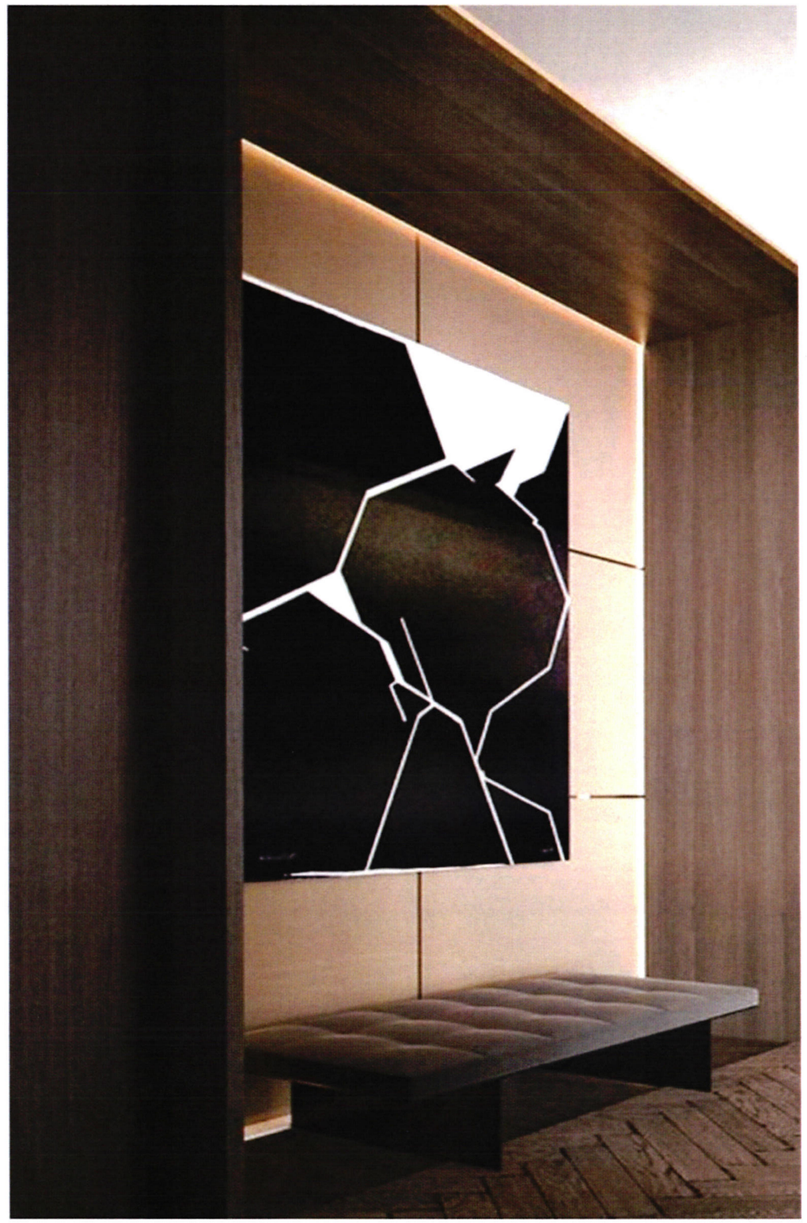


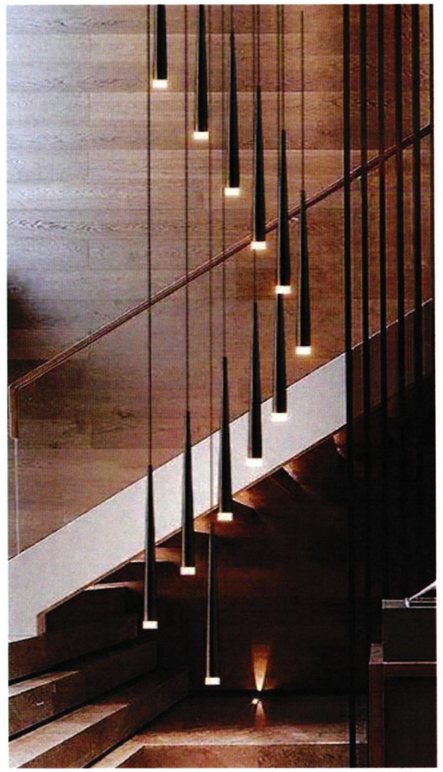


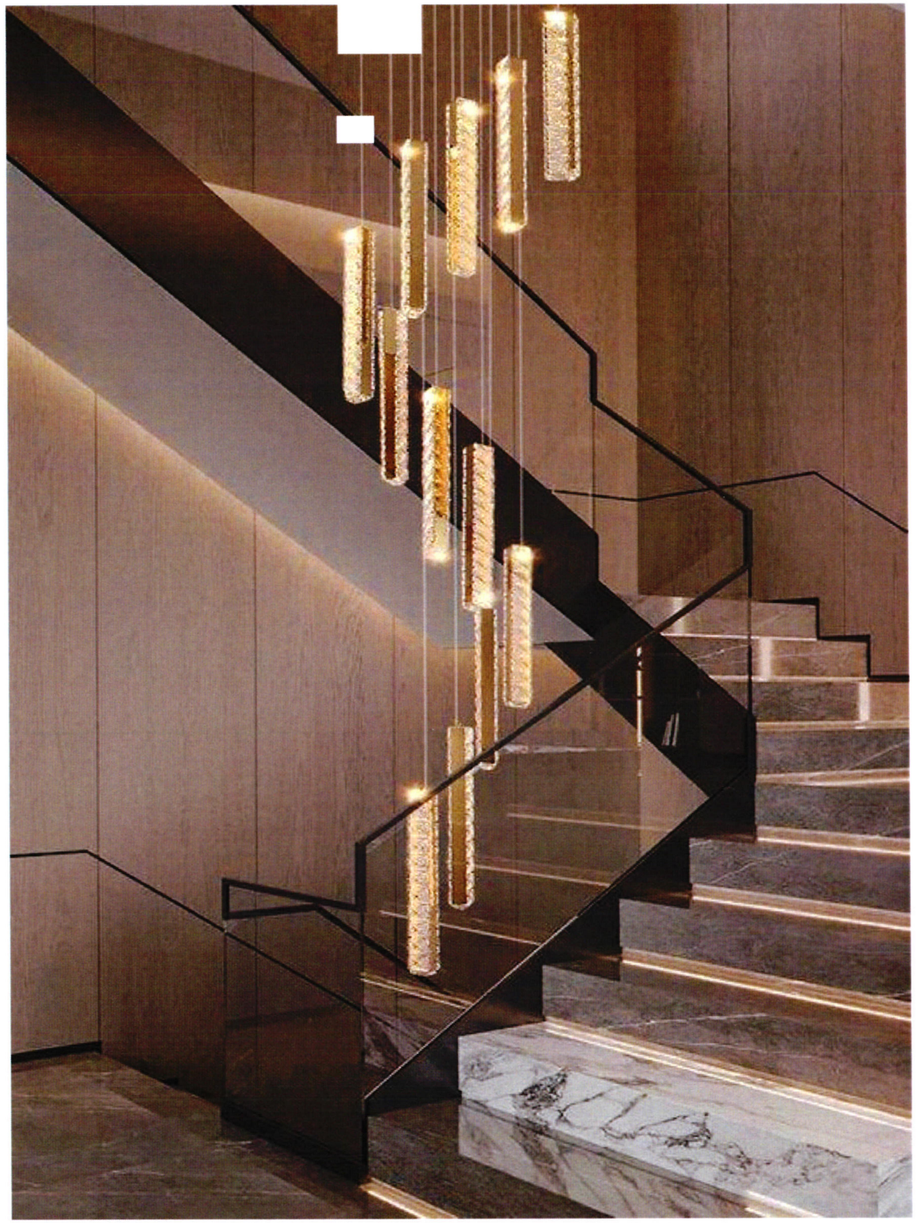


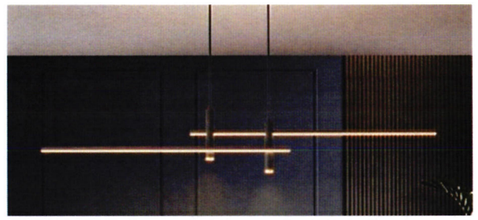


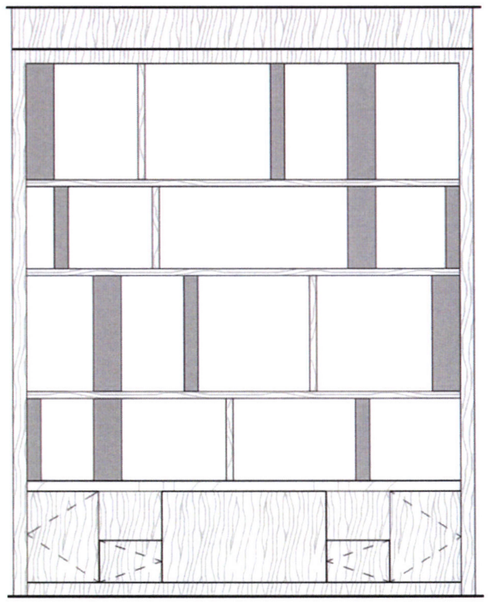


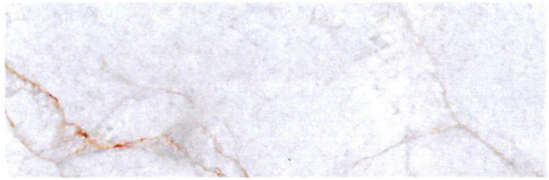


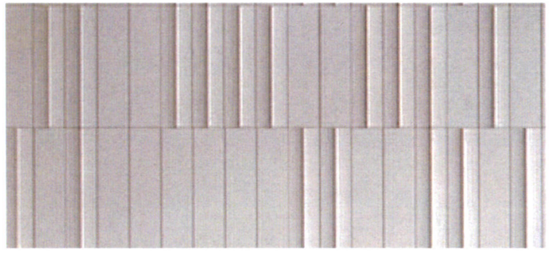






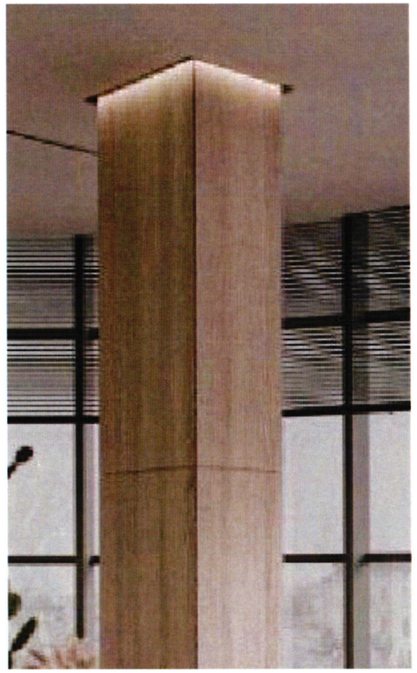


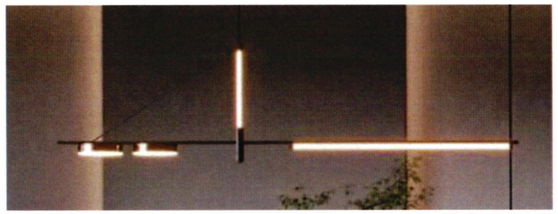




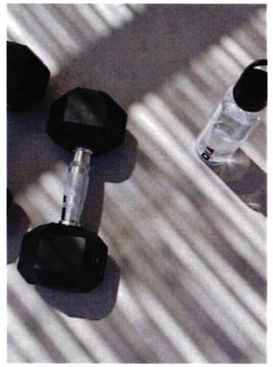
W
M

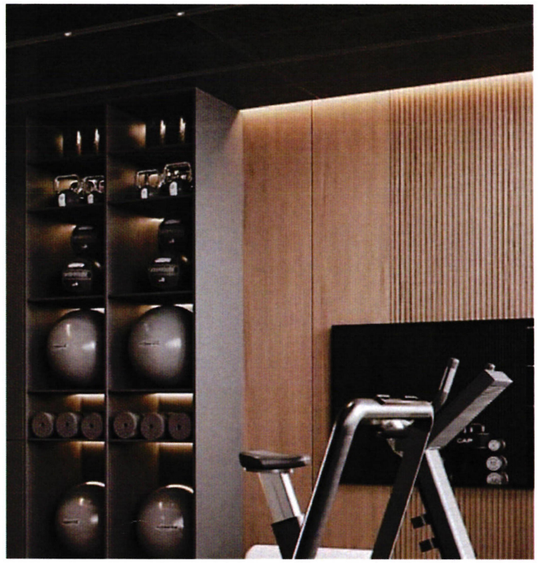
AC HOTEL - KITCHEN - CONCEPTUAL RENDERING

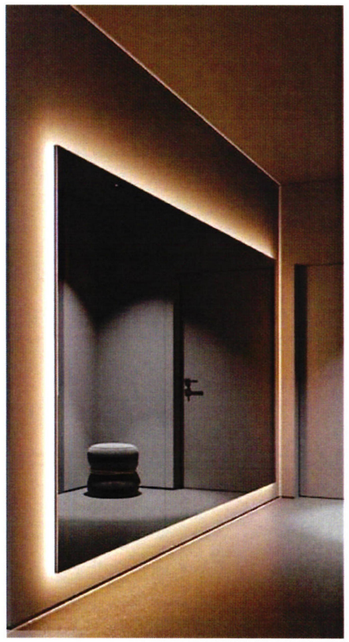




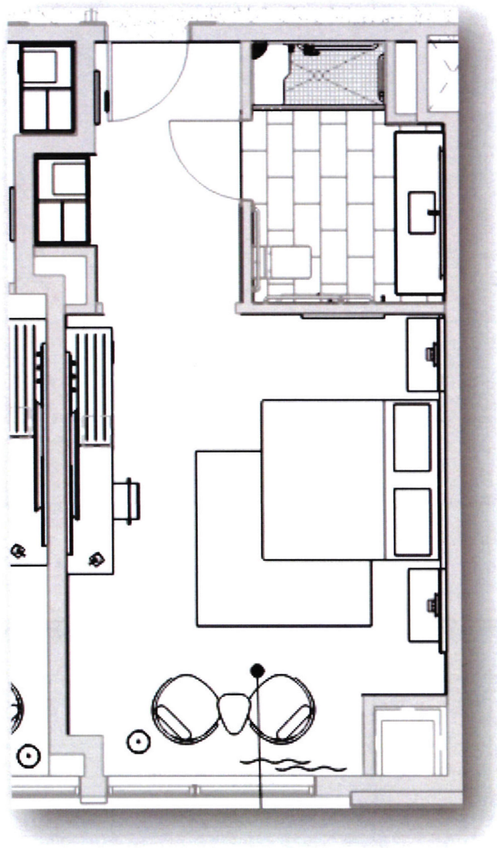
AC HOTEL - BAR - CONCEPTUAL RENDERING







neutrals.



MEDIODIA

Color Scheme 02

THANK YOU

W
INTERIORS
M

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 23, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 2/2/2026)
Consideration of approval of the City Council meeting minutes from the meeting of February 2, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the February 2, 2026 City Council meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on February 2, 2026 at 6:30 pm.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 2.2.2026

City Council Meeting & Public Hearing
FEBRUARY 2, 2026
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
     - T. Kirk Driskell
     - Katie Reeves
     - Douglas J. DeRito
     - John Hipes
   - **Council Members Absent**
     - Fergal M. Brady
   - **Staff**
     - Chris Lagerbloom, City Administrator
     - John Robison, Assistant City Administrator
     - Patrick Jaugstetter, City Attorney
     - Lauren Shapiro, City Clerk
     - Deanna McKay, Public Communication & Engagement Coordinator

- Adam Montgomery, Director of Information Technology
- Brad Denkinger, Fire Chief
- Charlie Jewell, Director of Economic Development
- Cris Randall, Director of Human Resources
- 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, Chief of Police
- Bret Schroeder, Code Enforcement Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

   A. Proclamation: Pedal Forward Foundation

      - Mayor Gilvin presented a proclamation to Jonathan Thai and the Pedal Forward Foundation for their work in teaching children in North Fulton how to ride a bike.

5. BOARDS & COMMISSIONS

   A. Service Recognition: Natural Resources Commissioner Ben Manley

      - Mayor Gilvin presented a service recognition plaque to Natural Resources Commissioner Ben Manley for his 10+ years of service.

   B. Service Recognition: Planning Commissioner Martine Zurinskas

      - Mayor Gilvin presented a service recognition plaque to Martine Zurinskas for her 6 years of service to the Planning Commission.

   C. Swearing In of Board Members and Commissioners

      - Mayor Gilvin swore in the new Planning Commissioner, Chris Godfrey.

6. CONSENT AGENDA

   A. City Council Meeting Minutes (Meeting of 1/5/2026)

Consideration and approval of the City Council Swearing In Ceremony minutes from January 5, 2026.

B. City Council Meeting Minutes (Meeting of 1/12/2026)

Consideration and approval of the City Council meeting minutes from the meeting of January 12, 2026.

C. Premises Usage Agreement: Alpharetta Town Commons and the City of Alpharetta

Consideration of approval of the Premises Usage Agreement between the City of Alpharetta and Alpharetta Town Commons, LLC, located at 10 Roswell Street, permitting the use of the parking lot for Taste of Alpharetta 2026.

D. Premises Usage Agreement: Old Roswell St, LLC and the City of Alpharetta

Consideration of approval of the Premises Usage Agreement between the City of Alpharetta and Old Roswell St, LLC, located at 26 Old Roswell Street, permitting use of the parking lot for Taste of Alpharetta 2026.

E. Premises Usage Agreement: City of Alpharetta and ZKTeco for Union Hill Overflow Parking

Consideration of approval of Premises Usage Agreement between the City of Alpharetta and ZKTeco for parking during permitted events at Union Hill Park and with authorization for the Mayor to execute all necessary documents.

F. Annual Renewal: Title VI Policy Statement and Agreement

Consideration of approval of the Title VI Policy Statement and Agreement and with authorization for the Mayor to execute all necessary documents.

G. Conflict Waiver: Service Delivery Strategy

Consideration of approval of a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to Service Delivery Strategy negotiations and a future Service Delivery Strategy Agreement with Fulton County and other municipalities within Fulton County and with authorization for the Mayor to execute all documents.

H. Warranty Deed: Mid Broadwell Road Right of Way

Consideration and approval of acceptance of dedication of Right of Way along Mid Broadwell Road from the Developer for the Emberly Subdivision to the City of Alpharetta.

I. Purchase Approval: Equitable Sharing Funds

Consideration and approval to use Equitable Sharing Funds (Federal Seizure Funds) for the Criminal Investigations New Office Space Furniture.

J. Financial Management Report (Month Ending December 31, 2025)

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

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve the consent agenda.

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

7. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Patrick Jaugstetter, announced the Public Hearing Procedures.

B. PH-26-AL-01 Sulit Coffee & Wine Bar

Consideration of issuance an alcohol license to Sulit Coffee & Wine Bar, LLC located at 4150 Old Milton Parkway, Suite 120, Alpharetta, GA 30005 for an On Premise Consumption License for Beer, Wine, Liquor, and Sunday Sales.

- City Clerk, Lauren Shapiro, came forward to present this item.
- Pursuant to Section 4-19 of the Code of the City of Alpharetta, all alcohol licensees seeking to renew their alcohol license are required to submit an alcohol license renewal application and pay all requisite fees before November 15th of each year without penalty, or no later than December 15th (with penalty). No renewal license shall be granted on applications filed after December 15, but such applications shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been issued.

- Section 4-6 of the Code of the City of Alpharetta allows for staff to require a public hearing before the City Council to consider an alcohol license application when there are conditions surrounding the application that warrant additional review.
- The licensee for Sulit Coffee & Wine Bar originally applied for and was issued an On Premise Consumption License for Beer, Wine, and Sunday Sales. In November 2022, the establishment amended their On Premise Consumption License to add Liquor to their license. In 2023, their establishment failed to renew their license prior to the renewal date, and staff permitted the establishment to apply as a late renewal with a penalty payment. In 2024, the establishment failed to renew their alcohol license. In January 2025, the establishment applied for and was issued a new alcoholic beverage license for On Premise Consumption Wine and Sunday Sales. Recently, in December 2025, the establishment failed to complete the renewal process for their On Premise Consumption Wine and Sunday Sales license. City Staff informed the applicant that the renewal period ended, and they would be required to file and submit payment for a new application. The establishment has not had a valid permit to sell Wine since December 31, 2025 at midnight. Code Enforcement has visited the location, but has been unable to inspect the inside of the establishment, as Sulit Coffee & Wine Bar has been closed during the times staff has visited for inspection.
- Additionally, since their license has been issued, there have been nine (9) months that the establishment failed to remit excise taxes by the 20th of the following month and were required to pay interest for late payments. Also, the establishment has failed to pay their Business Occupation Taxes by the deadline for 2024 and 2025 and was required to pay interest for late payments.
- The applicant, Danielle Crawford (4150 Old Milton Parkway, Suite 120, Alpharetta, GA 30005) came forward to speak on behalf of this application.

CITY COUNCIL DISCUSSION AND QUESTIONS:

- Council Member DeRito asked about the delinquent excise tax payments.
- Council Member Driskell asked about the most recent payments for this establishment.
- Mayor Gilvin asked about why they were unable to renew on time for 2026.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve PH-26-AL-01 Sulit Coffee & Wine Bar.

- Council Member DeRito seconded the motion.
  - Mayor Gilvin offered a friendly amendment that the council would approve the issuance of a permit but if at any point they fail to make their payments required by law then they would automatically lose their license.
    - City Attorney, Patrick Jaugstetter, recommended that a friendly amendment could be added to state that "subject to clerk shall immediately initiate revocation proceedings, if any obligation of the licensee is unfulfilled."
    - Mayor Pro Tem Merkel accepted the friendly amendment.
    - Council Member DeRito accepted the friendly amendment.
- The motion was approved unanimously (4-2; with Council Members Driskell and Hipes in opposition).

8. NEW BUSINESS

A. Ordinance: Fiscal Year 2026 Budget Amendment

FIRST READING

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

- City Attorney, Patrick Jaugstetter, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year (FY) 2026 Budget Amendment amends the base budget, as adopted by the City Council, including subsequent amendments, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

- Initiatives are discussed in detail within the attached FY 2026 Mid-Year Budget Requests (Exhibit A). The Amendment is substantially similar to what was presented by staff at the 2026 City Council Retreat; the only changes related to the updating of certain beginning budgetary balances to match those values contained in the Financial Management Reports for the period ending December 31, 2025.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve Ordinance: Fiscal Year 2026 Budget Amendment.

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

B. Purchase Approval: Cybersecurity Renewal with MGT Impact Solutions, LLC

Consideration of approval of a renewal with MGT Impact Solutions, LLC for endpoint detection and response, firewall maintenance and support, threat protection, URL filtering, and other cybersecurity functions in the amount of $126,794.46, and with authorization for the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- Pursuant to Georgia codes 50-18-72 and 50-14-3, the cybersecurity infrastructure details of this renewal do not require public release or discussion.
- This subscription includes endpoint detection and response software, threat protection, URL filtering, and other cybersecurity functions. We run this cybersecurity solution on every managed workstation and server to detect and block malicious activity that could harm our IT network (e.g., ransomware).
- This also includes support and maintenance for the two firewalls that operate between our internal network and other networks, including the Internet Service Provider (ISP) circuits. These devices are the first line of defense against outside network-based attacks. They also provide virtual private network (VPN) connectivity for non-public safety employees' laptops and iOS devices. Also, provide web filtering for all our

devices. This renewal includes the centralized management tool for the complex configuration of these firewalls.

- This renewal is funded in the fiscal year 2026 budget, and three quotes were obtained. MGT Impact Solutions, LLC, formerly Layer 3 Comm, provided the lowest quote, which is recommended for approval. Below is a breakdown of the quotes obtained. A redacted version of the MGT Impact Solutions, LLC quote is included with the agenda packet.
- This renewal is $28,271.22 higher than the Fiscal Year 2025 renewal because it is the first renewal of the firewall portion. The firewalls were purchased in fiscal year 2023, with three years of support and maintenance included.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member DeRito offered a motion to approve a renewal with MGT Impact Solutions, LLC for endpoint detection and response, firewall maintenance and support, threat protection, URL filtering, and other cybersecurity functions in the amount of $126,794.46, and with authorization for the Mayor to execute all necessary documents.

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

C. Contract Approval: Alpharetta Jail Health Services

Consideration and approval of an award of a contract between the City of Alpharetta and Southern Health Partners for Health Services at the Alpharetta Jail and with authorization for the Mayor to execute all necessary documents.

- Chief of Police, Trent Lindgren, came forward to present this item.
- Detention Centers (jails) are required to provide care that meets basic needs and addresses serious medical conditions, including, but not limited to; basic medical care for injuries and illnesses, emergency services, managing chronic conditions like diabetes or asthma, and medication management. However, it does not require access to elective procedures.

- There are legal, ethical, social, and public health reasons why prisoners under the care and custody of municipal jails must be supplied with health care. The legal reasons for providing health care to prisoners were stipulated in the 1976 Supreme Court Estelle v. Gamble decision, in which the Court held that deprivation of health care constituted cruel and unusual punishment, which violates the Eighth Amendment to the United States Constitution.
- Incarcerated individuals (both convicted prisoners and pre-trial detainees) are considered as wards of the state. As such, they have been deprived of their liberty, meaning they cannot seek care on their own. Therefore, the government is required to provide them with adequate medical care.
- This healthcare vendor understands that the Alpharetta Detention Center is unique due to our current population, facility needs and the duration of in-custody arrestees. This contract will include health care services based on the specific needs of the facility, including telemedicine, medical programs, education and training of Detention Center staff, pharmaceutical needs, and maintaining medical records. The selection of Health Care providers is exempt under our procurement code from formal competitive selection procedures such as quotes, bids, and RFP.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Driskell offered a motion to approve the award of a contract between the City of Alpharetta and Southern Health Partners for Health Services at the Alpharetta Jail and with authorization for the Mayor to execute all necessary documents.

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

D. Memorandum of Understanding: City of Alpharetta & City of Johns Creek - Parks Without Borders

Consideration and approval of a Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek for Parks without Borders and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The cities of Alpharetta and Johns Creek offer exceptional recreation programs and, throughout the years, have each experienced a high level of citizen engagement in recreational youth softball, baseball, soccer, football, cricket, and lacrosse. As resident participation continued to grow, eventually exceeding either city's bandwidth, the adjoining cities discovered that sharing certain programs and facilities would permit both cities to meet the increased demand.
- Formalized as the "Parks Without Borders" Memorandum of Understanding (MOU), the agreement permits residents in either city to enjoy the neighboring city's recreational youth softball, baseball, soccer, football, cricket, and lacrosse programs at the respective city's resident rates, provided space is available. Residents of each city would have priority to register for their city's programs, after which residents of the other city will have priority. Lastly, an open registration period for non-Alpharetta and non-Johns Creek residents will begin. Additionally, the MOU has permitted full-time employees of each partner city and their immediate family members living in the same household to be considered residents of the city in which they are employed, granting access to youth softball, baseball, and lacrosse programs at the respective city's resident rates. It is important to note the MOU is limited to recreational sports programs only and does not include travel programs.
- To continue fostering the relationship between the two cities and for the added benefit brought to residents, Alpharetta and Johns Creek city staff are recommending renewal of the MOU attached hereto as the City of Alpharetta & City of Johns Creek Parks Without Borders Memorandum of Understanding.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve a Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek for Parks without Borders and with authorization for the Mayor to execute all necessary documents.

  - Council Member Reeves seconded the motion.

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

9. **PUBLIC COMMENT**

- There were no public comments.

10. **REPORTS**

- Council Member Hipes shared that he would like to announce that there will be a promotional ceremony by the Fire Department this upcoming Friday, February 6th at 10:00 am, and the public is invited to attend.
- Mayor Gilvin shared that the Alpharetta Symphony is going to have a concert very soon, this coming Friday, February 6th.

11. **EXECUTIVE SESSION (IF NECESSARY)**

- There was not an executive session.

12. **ADJOURNMENT**

- Council Member Hipes offered a motion to adjourn the meeting.
  - Council Member Reeves seconded the motion.
  - The motion was approved unanimously (6-0).

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:31 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Department: Community Development
Submitted By:
Meeting Date: February 23, 2026

AGENDA ITEM:

Warranty Deed and Trail Easement Dedication: 306 Thompson Street
Consideration of approval of acceptance of a trail easement and right-of-way warranty deed associated with the 306 Thompson Street Development.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Permanent Alpha Loop Access Easement Dedication and Right-of-Way Deed Agreement between the City of Alpharetta and 306 Thompson Street, LLC, for the 306 Thomson Street Development and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THIS DISCUSSION ITEM HAS NO CURRENT BUDGETARY IMPACT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The developer for the 306 Thompson Street development seeks to deed to the city 0.026-acres of right of way adjacent to their property frontage on Thompson Street, as well as 0.078-acres of trail easement access adjacent to their property's backage of proposed Lot 18B for future Alpha Loop trail installations. The deeded right of way would ensure new city infrastructure including new street curbing, streetlights and a sidewalk are held on publicly owned land. The trail easement dedication would ensure new multi-use trail infrastructure for the City's Alpha Loop trail network system are held on publicly accessible land.

ALTERNATIVES:

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

ATTACHMENTS:

1. 21-4845 MP 306 Thompson Street Draft
2. 21-4845 ROW Warranty Deed
3. 21-4845 Trail Easement Dedication

COPYRIGHT © 2020 This drawing is the property of Engineering303, L.L.C. and is not to be reproduced or copied in whole or in part or used for furnishing information to others, or for any other purpose detrimental to the interest of Engineering303, L.L.C. and is to be returned upon request.

Reserved for Clerk of Superior Court

PARCEL INFORMATION:

Parcel Id No.: 12 284108020053

Property is Zoned DT-LW Per Z-24-08/V-28-08 306 Thompson Street

Setbacks:

Front:	10 Feet
Side:	None, 10' Between Structures
Rear (No Alley):	3 Feet
Rear (Alley):	10 feet

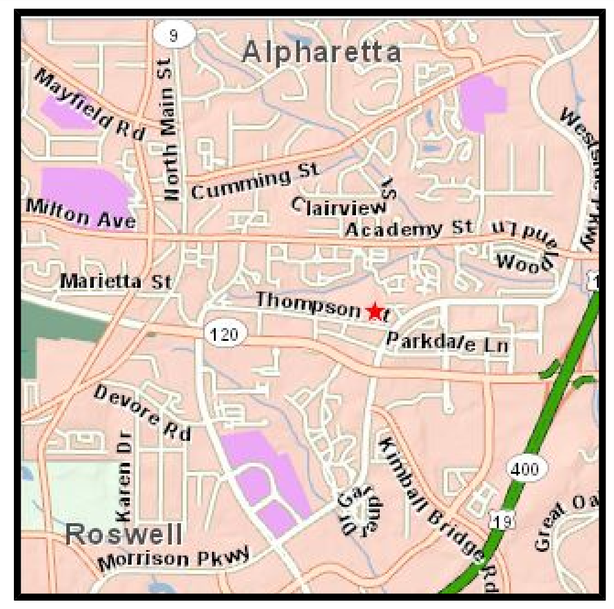
Right of Way Dedication Note:

Dedication of Right of Way via warranty deed to be executed following the recording of this plat.

WATER & SEWER NOTE:

1. Both tracts will be served by Fulton County Water.
2. Both tracts are serviced by Fulton County Sewer.

Tract Area:
1.148 Acres
50,002 SF



Location Map N.T.S.

REFERENCES:

1. Limited Warranty Deed to 306 Thompson Street LLC recorded in Deed Book 64285, Page 213.
2. Subdivision Plat of the I.N. Thompson Property recorded in Plat Book 41, Page 19.
3. Boundary Survey for AlphaDEV LLC date 12/9/12, prepared by Engineering 303, LLC.
4. 2 Lot Zoning Exhibit Site Plan for ALPHA villas, dated 03/25/2025, pepared by Engineering 303, LLC.

ABBREVIATION LEGEND:

AE	= access easement
CB	= catch basin
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pipe
CP	= communication pedestal
DE	= drainage easement
DI	= drop inlet
DIP	= ductile iron pipe
DWCB	= dbl. wing catch basin
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
HW	= head wall
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OCS	= outlet control structure
OT	= open top pipe
PI	= pedestal inlet
PL	= property line
POL	= point on line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
SSE	= sanitary sewer easement
SWCB	= single wing catch basin
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole
WM	= water meter
WV	= water valve
YI	= yard inlet

SYMBOL LEGEND:

- double wing catch basin
- fire hydrant
- guy wire
- light pole
- power pole
- sanitary sewer manhole
- clean out
- transformer
- water meter
- single wing catch basin
- grate inlet
- junction box
- head wall
- stop sign
- buffer
- bldg setback
- fence
- overhead electric
- underground electric
- water line
- sanitary line
- gas line
- computed point

"Academy Park Townhomes"

N/F Academy Park Neighborhood Assn. Inc
DB 46157, Pg 16
Parcel 22 514212670503
Zoned R-4A

N/F Academy Park Neighborhood Assn. Inc
DB 47666, Pg 31
Parcel 22 514212660108
Zoned R-4A

Phase III
Phase IV

1/2" RB — N 89°59'07" E 199.86' — 1/2" RB
99.93' — 1/2" RB — 99.93'

1/2" RB — N 89°59'07" E 99.93' — POB 18 B 3/4" OT

Approx. LLL

LL 1266

LL 802

75' Impervious Setback
50' Undisturbed Buffer
25' Stream Buffer

Propsed Trail Easement

NF
City of Alpharetta
Dedicated in
PB 471, PG 100
PIN 12 284108022570

98.26'

1/2" RB
0.55'
West

262 Chiswick Circle
Lot 18B
0.551 Acres
23,999 SF

239.98'
5' LS

Ex. SSMH
Ex. 20' SSE
PB 471 PG 100
SS
133.86'

Ex. Access Easement
PB 471 PG 100
(No construction access allowed)

Chiswick Park Subdivsion
Open Space
PB 471, Page 100
Zoned DT-LW
PIN: 12 284108020061

507.13'

17

I.N. Thompson Property Subdivision

N/F
PSV LLC
DB 61041, Pg 340
Zoned DT-LW
PIN: 12 284108020046

10' Front BL & L/S
S 89°40'15" E 99.83'
3' Rear BL
8.46'
IPS
POB 18 A
IPS
1/2" RB

N 00°19'45" E 494.65'

S 00°21'10" W

Chiswick Trace
Private Street
and
Access Easement
(PB 471, PG 100)

306 Thompson Street
Lot 18A
0.571 Acres
24,882 SF

256.18'

Ex. 20' SSE
PB 471 PG 100

242.46'

#306
1 Story Frame
Home w/ Crawl
Space
1,100 Sq. Ft, 14' Ht
Garage
Porch
GM
12.8'
18.2'
32.5'
26.3'
26.5'
24.8'
43.0'

R/W Dedication
0.026 Acres
1,121 SF
68.3'

N 81°07'13" W 3623.58'
To Fulton County
Monument #10114

1/2" RB — N 81°31'28" W 100.47' — Mag Nail — N 82°52'43" W 100.42'

IPS — 10' Front BL & L/S — N 81°53'12" W 100.65' — IPS
Proposed R/W
12.12'
18.1'
1/2" RB
10.36'
1" OT
× 1115.08
× EG: 1114.94
19.8'
19.9'
26.6'

N 82°52'51" W
100.42'

Thompson Street
(15' R/W off CL & Varies)
(20'+ Asphalt Surface)
(PB 402, Pg 134)

0' 30' 60' 90' 120'
Scale: 1"= 30' (22"x34 Prints) 1"= 60' (11"x17" Prints)

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121 C0058F of Fulton County, GA. (Community Panel No. 130084 0058F), most recently revised 09/18/2013.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. All building ties are perpendicular to the property lines unless otherwise noted.
6. Only surface observable utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon, i.e. fence lines, guy wires, etc.
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Leica GS14 GPS System and SmartNet network. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Field angles and linear distances measured using a Sokkia iX Robotic Total Station and Leica T12 Robotic Total Station.
6. The field data upon which this plat is based has a field closure of one foot in 56,590 feet and an angular error of 1 second per angle point and was adjusted using Compass Rule. Fieldwork Completed on 6/23/21.
7. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
8. No surface evidence of human burials or cemeteries was observed on site during the course of the fieldwork.
9. Riparian boundaries subject to change due to natural forces and may not represent the actual limit of title.
10. This plat has been calculated for closure and is found to be accurate within one foot in 145,564 feet.

CERTIFICATE OF MINOR SUBDIVISION PLAT APPROVAL:

The Community Development Department of the City of Alpharetta, Georgia certifies that this plat complies with all the requirements of the Alpharetta Unified Development Code including the Zoning Requirements.

Community Development: _____

Date: _____

Owner/Subdivider

Galal (Jay) Farhat
306 Thompson Street LLC
203 N Esplanade
Alpharetta, GA 30009
770-355-3847

Surveyor

Kevin Tibbetts
Engineering 303
108 Allen Street
Cumming, Georgia 30040
770-442-0500

OWNERS CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT:

State of Georgia
County of Fulton

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, and that there are no public dedications on this property.

Subdivider/ Onwer: _____ Date: _____

Notary: _____ Date: _____

Witness: _____ Date: _____

SURVEYOR CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Surveyor's Name _____ SIgnature _____
GA CERT OF AUTH. LSF 1121

It is hereby certified that this Minor Subdivision Plat is true and correct and was prepared from an actual survey of the property, made by me or under my supervision; that all monuments shown hereon actually exist, or are marked as "Future", and will be placed during construction of the improvements shown on this plat; their location, size, type and material is correctly shown.

Surveyor's Name _____ SIgnature _____
GA CERT OF AUTH. LSF 1121

Drawn by: KFT
Date: 08/01/25

Sheet: 1 of 2

Job: 21-4845

Civil Engineering, Land Surveying, Stream and Wetland Restoration

108 Allen Street Cumming, Georgia 30040
Phone: 770-442-0500 www.engineering303.com

GA Cert. of Auth. LSF 1121

Minor Plat of:
I.N. Thompson Property Subdivision Lot 18
306 Thompson Street LLC

Land Lot 802 City of Alpharetta 1st District - 2nd Section Fulton County, Georgia

After recording, please return to:
Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Tax parcel: portion of 12 284108020053

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2026, between by **306 THOMPSON STREET, LLC**, a Georgia limited liability company, hereinafter called "Grantor," and the **CITY OF ALPHARETTA**, a Georgia municipal corporation, hereinafter called "Grantee." Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WITNESSETH, That, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING described on Exhibit "A" attached hereto and as further shown on that certain plat attached hereto as Exhibit "B" and incorporated herein by this reference.

TO HAVE AND TO HOLD the said bargained premises, together with all and singulars the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever arising by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set its hand andseal on the day and year first above written.

GRANTOR:

Signed and sealed
in the presence of:

306 THOMPSON STREET, LLC,
a Georgia limited liability company

_____
Unofficial Witness

By: _____
(seal)

Printed Name: _____

_____
Notary Public
My commission expires:

Title: _____

(*Affix Notary Stamp*)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF
RIGHT OF WAY WARRANTY DEED]

IN WITNESS WHEREOF, the City has hereunto set its hand and seal on the day and year first above written and acknowledged and accepted delivery of the Agreement this ____ day of _____, 20____.

GRANTEE:

CITY OF ALPHARETTA, a municipal corporation of the State of Georgia

By:_____(SEAL)
Jim Gilvin, Mayor

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

Attest: _____
Lauren Shapiro, City Clerk

Approved as to Content:

_____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Molly Esswein, City Attorney

EXHIBIT A

LEGAL DESCRIPTION
RIGHTS-OF-WAY DEDICATION

All that tract or parcel of land lying and being in Land Lot 802 of the 1st Land District of the 2nd Section, Fulton County, Georgia, containing approximately 0.078 acres, more or less, according to a Trail Easement Exhibit dated November 20, 2025, prepared for 306 Thompson Street, LLC by Engineering 303, certified by Kevin F. Tibbets, Georgia Registered Land Surveyor No. 3494 and, according to such Right of Way Dedication Exhibit, being more particularly described as follows:

to find the TRUE POINT OF BEGINNING, commence from Fulton County Monument #10114 and run North 81 degrees 07 minutes 13 seconds West a distance of 3623.58 feet to an iron pin set, which is the TRUE POINT OF BEGINNING; run

THENCE, South 81 degrees 53 minutes 12 seconds East a distance of 100.65 feet to an iron pin set; run

THENCE, South 00 degrees 21 minutes 10 seconds West a distance of 10.36 feet to a 1-inch open top pipe; run

THENCE, North 82 degrees 52 minutes 51 seconds West a distance of 100.42 feet to a ½ inch reinforcing bar; run

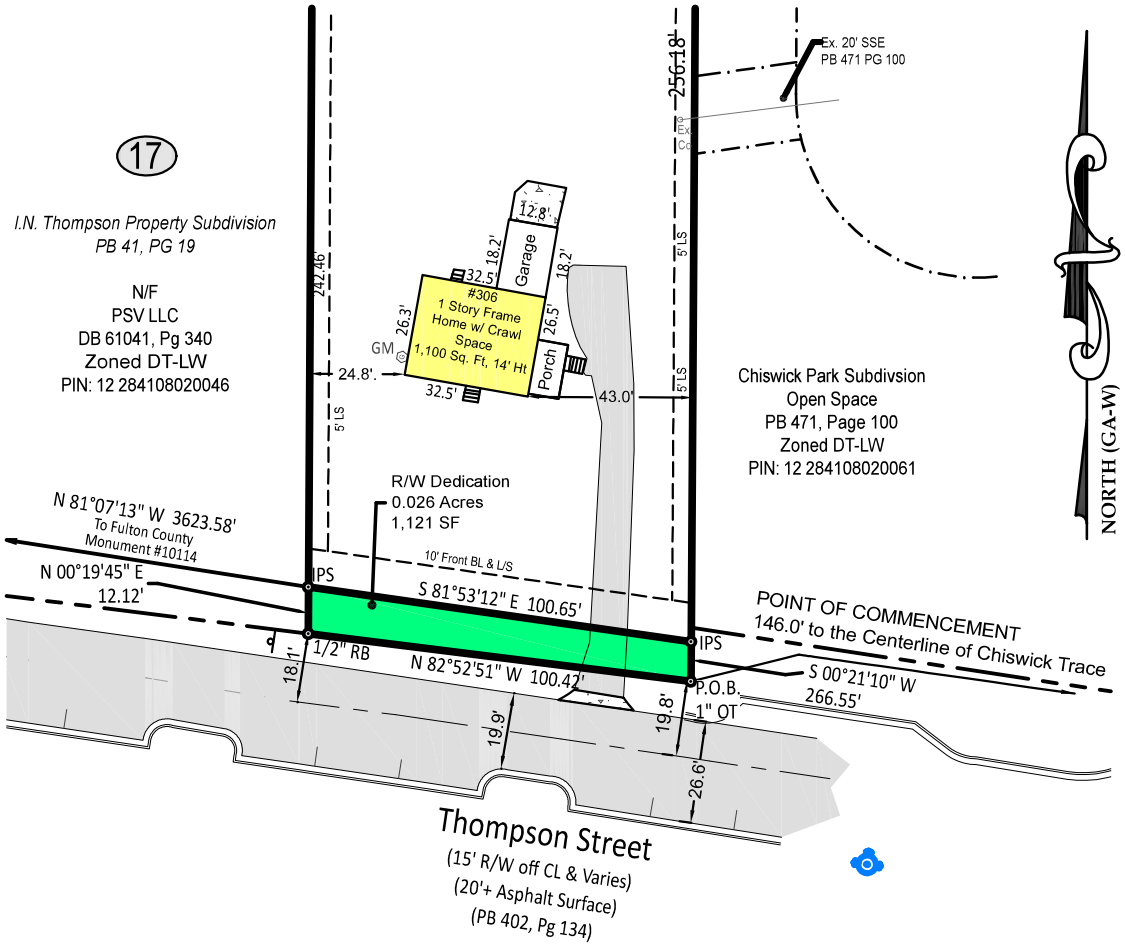
THENCE North 00 degrees 19 minutes 45 seconds East a distance of 12.12 feet to an iron pin set, which is the TRUE POINT OF BEGINNING.

Said property is more fully described according to the above-referenced exhibit, which is incorporated herein by this reference.

This legal description is prepared solely for the purpose of facilitating a right-of-way dedication and should not be relied upon for any other purpose.

EXHIBIT B

PLAT OF EASEMENT AREA



50' 0' 50' 100' 150'

Scale: 1"= 50'

Job# 21-4845
Page 1 of 1
11/20/25

GEORGIA REGISTERED
KEVIN F. TIBBETTS
NO. 3494
11/20/25
LAND SURVEYOR
Ga Cert. of Auth. LSF 1121

Civil Engineering, Land Surveying,
Stream and Wetland Restoration

108 Allen Street, Cumming, Georgia. 30040
Phone: 770-442-0500 www.engineering303.com

Right of Way Dedication Exhibit
306 Thompson Street

306 Thompson Street, LLC

Land Lot 802 City of Alpharetta 1st District, 2nd Section Fulton County, GA

Engineering 303

AFTER RECORDING, RETURN TO:
Jeffrey M. Strickland, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA

COUNTY OF FULTON

PERMANENT GREENWAY EASEMENT AND AGREEMENT

This Permanent Greenway Easement and Agreement is made and entered into this ____ day of _____, 20___, by **306 THOMPSON STREET, LLC**, a Georgia limited liability company (the "Grantor") and the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia (the "City" or "Grantee").

WITNESSETH:

WHEREAS, the City has heretofore established and approved a master plan for the development of a series of nature trails, paths and walkways throughout the City (the "Greenway System"); and

WHEREAS, Grantor is the owner of all that tract or parcel of land lying and being in Land Lot 802, 1st District, 2nd Section, Fulton County, Georgia, being in the City of Alpharetta, and being more particularly described in the attached exhibits, which exhibits are incorporated herein by this reference (the "Easement Property"):

(Exhibit "A" Metes and Bounds Legal Description)
(Exhibit "B" Dedication Plat)

WHEREAS, Grantor desires to grant to the City a Permanent Greenway Easement (hereinafter defined) in and to the Easement Property to permit the Easement Property to be utilized as a portion of the City's public Greenway System; and

WHEREAS, the City, by accepting and recording this Permanent Greenway Easement and Agreement (the "Agreement"), agrees to accept the grant and dedication under the terms hereinafter specified.

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

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

(b) The City shall have the right to construct and install within the Easement Property, trails, paths, bikeways and walkways, together with directional and instructive signs, trail markers, litter receptacles, and other convenience facilities consistent with the City's master plan for the Greenway System. All construction within the Easement Property by the City shall be conducted (i) at its sole cost and expense, (ii) in a good and workmanlike manner, (iii) in accordance with all laws, rules and regulations, and (iv) subject to this Agreement and to all existing recorded reservations, encumbrances, easements and rights of others in and to the Easement Property.

(c) The City, at its sole cost and expense, shall have the sole right and responsibility to control, operate and maintain the Greenway System within the Easement Property, including but not limited to, removing all trash and rubbish therefrom and the City shall not permit any liens to attach against the Easement Property or the Retained Property (hereinafter defined). If any such liens attach to the Easement Property or the Retained Property through the City, whether directly or indirectly, the City will promptly cause such liens to be removed from title and provide Grantor with evidence thereof satisfactory to Grantor.

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

(e) The City warrants and agrees that the presence of this Permanent Greenway Easement upon Grantor's Property shall not negatively diminish, impact, affect or impair any density or green space calculations for any current or future use or development of Grantor's Property. The City warrants and agrees that, to the best of its knowledge, the Grantor's current use of the Grantor's Property conforms with all zoning and land use ordinances and regulations applicable thereto.

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

(g) To the extent permitted by law, the City hereby indemnifies and holds Grantor harmless from and against any cost, expense, loss, damage, liability, claim and cause of action, including reasonable attorneys' fees and court costs (collectively, the "Losses") to the extent arising or resulting from the uses of the Easement Property granted hereunder to the City, provided that in no event shall such indemnity apply to Losses caused by the negligent, wrongful, reckless, or intentional act or omission of Grantor, or any of its employees, agents, contractors, invitees, licensees, lessees or tenants.

To have and to hold the Permanent Greenway Easement unto the City, subject to the reservations contained herein, so that neither the Grantor nor any persons claiming by, through or under Grantor shall at any time claim or demand any right or interest in the Permanent Greenway Easement.

And the Grantor will warrant and forever defend the right and title herein granted to the City against the claims of all persons claiming, owning or holding by, through or under Grantor.

This Permanent Greenway Easement shall be governed and construed in accordance with the laws of the State of Georgia.

The provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first written above.

GRANTOR:

Signed and sealed
in the presence of:

306 THOMPSON STREET, LLC,
a Georgia limited liability company

_____
Unofficial Witness

By: _____ (seal)

Printed Name: _____

Title: _____

_____
Notary Public
My commission expires:

(*Affix Notary Stamp*)

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, the City has hereunto set its hand and seal and has acknowledged and accepted delivery of the Agreement this ____ day of _____, 20___.

GRANTEE:

CITY OF ALPHARETTA, a municipal corporation of the State of Georgia

By: _____
Jim Gilvin, Mayor

Attest: _____
City Clerk

[*Affix City Seal*]

EXHIBIT A

Metes and Bounds Legal Description

All that tract or parcel of land lying and being in Land Lot 802 of the 1st Land District of the 2nd Section, Fulton County, Georgia, containing approximately 0.078 acres, more or less, according to a Trail Easement Exhibit dated November 20, 2025, prepared for 306 Thompson Street, LLC by Engineering 303, certified by Kevin F. Tibbets, Georgia Registered Land Surveyor No. 3494 and, according to such Right of Way Dedication Exhibit, being more particularly described as follows:

to find the TRUE POINT OF BEGINNING, commence from Fulton County Monument #10114 North 81 degrees 07 minutes 13 seconds West a distance of 3623.58 feet to an iron pin set; run

THENCE, North 00 degrees 19 minutes 45 seconds East a distance of 482.44 feet, which is the TRUE POINT OF BEGINNING; run

THENCE, North 00 degrees 19 minutes 45 seconds East a distance of 30.00 feet to a ½ inch reinforcing bar; run

THENCE, North 89 degrees 59 minutes 07 seconds East a distance of 99.93 feet to a ¾ inch open top pipe; run

THENCE, South 00 degrees 18 minutes 23 seconds West a distance of 80.10 feet; run

THENCE, with a curve to the right having a radius of 65.52 feet, an arc length of 21.95 feet, and a chord bearing of North 18 degrees 11 minutes 39 seconds West a distance of 21.85 feet; run

THENCE, North 08 degrees 35 minutes 40 seconds West a distance of 15.48 feet; run

THENCE, with a curve to the left having a radius of 16.48 feet, an arc length of 23.42 feet, and a chord bearing of North 49 degrees 18 minutes 16 seconds West a distance of 21.50 feet; run

THENCE, South 89 degrees 59 minutes 07 seconds West a distance of 74.17 feet, which is the TRUE POINT OF BEGINNING.

Said property is more fully described according to the above-referenced exhibit, which is incorporated herein by this reference.

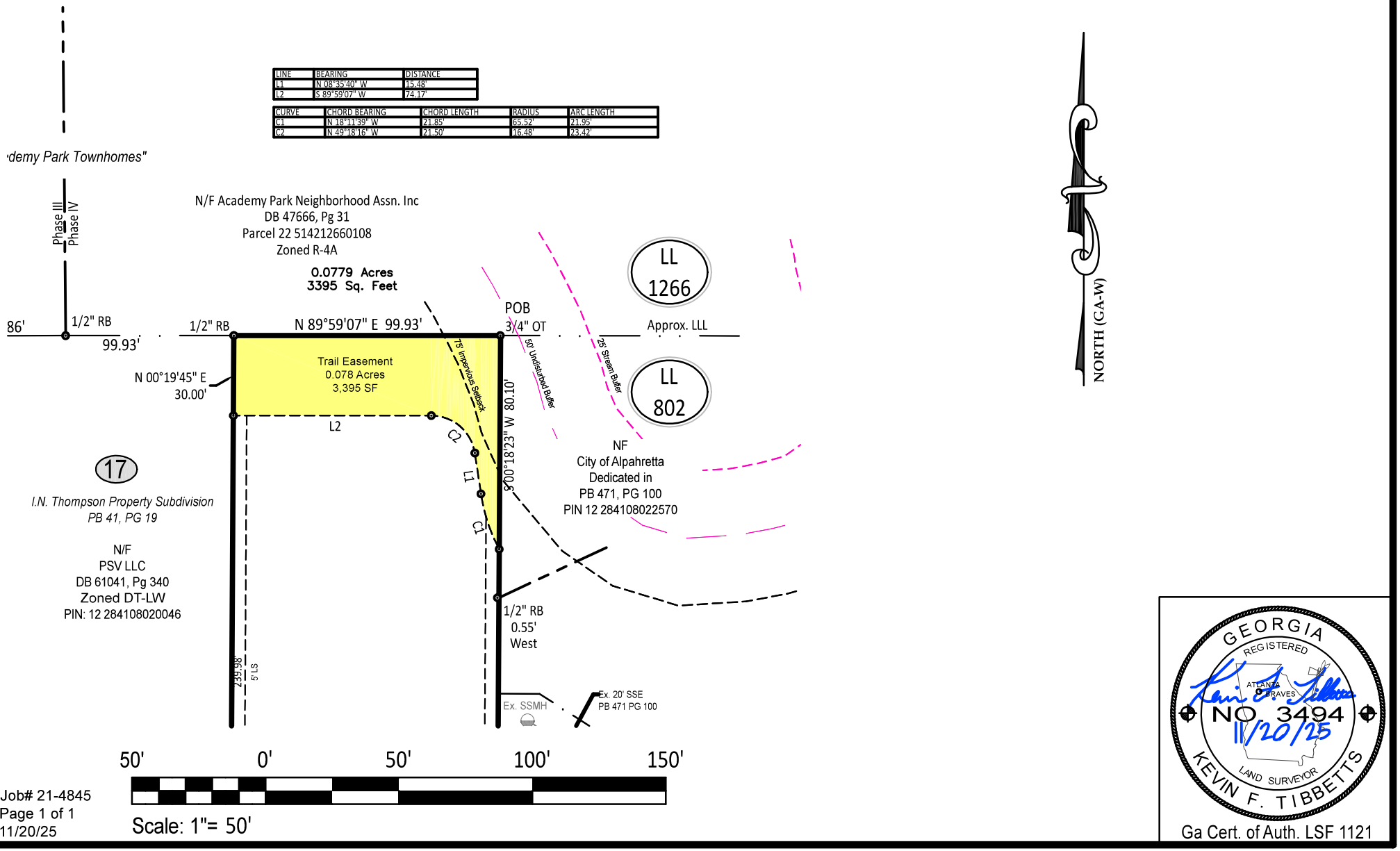
This legal description is prepared solely for the purpose of facilitating a Permanent Greenway Easement and Agreement and should not be relied upon for any other purpose.

EXHIBIT B

Dedication Plat

LINE	BEARING	DISTANCE
L1	N 08°35'40" W	15.48'
L2	S 89°59'07" W	74.17'

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
C1	N 18°11'39" W	21.85'	65.52'	21.95'
C2	N 49°18'16" W	21.50'	16.48'	23.42'



Job# 21-4845
Page 1 of 1
11/20/25

Scale: 1"= 50'

GEORGIA
REGISTERED
ATLANTA BRAVES
NO. 3494
11/20/25
LAND SURVEYOR
KEVIN F. TIBBETTS

Ga Cert. of Auth. LSF 1121

Civil Engineering, Land Surveying,
Stream and Wetland Restoration

108 Allen Street, Cumming, Georgia. 30040
Phone: 770-442-0500 www.engineering303.com

Trail Easement Exhibit
306 Thompson Street

306 Thompson Street, LLC

Land Lot 802 City of Alpharetta 1st District, 2nd Section Fulton County, GA

Engineering 303

STAFF REPORT

Department: Community Development
Submitted By: George Doyle
Meeting Date: February 23, 2026

AGENDA ITEM:

Right of Way and Stormwater Easements and Agreement and Private Development Agreement: Charlotte Drive Verdant Development

Consideration of approval of acceptance of the dedication of right of way construction easement and stormwater easement, right of way agreement, and sidewalk extension private development agreement associated with the Charlotte Drive Verdant Development.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Permanent Public Access Easement Agreement, a Right-of-Way Agreement, and Private Development Agreement between the City of Alpharetta and DRB Group Georgia, LLC, for the Charlotte Drive Verdant Development and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THIS DISCUSSION ITEM HAS NO CURRENT BUDGETARY IMPACT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Permanent Public Access Easement Agreement, Right-of-Way Agreement, and Private Development Agreement are necessary because the Charlotte Drive Verdant Development team ("DRB Group, LLC") would like to give the City an improved sidewalk connection that was installed on the northeast intersection corner of Rucker Road at Charlotte Drive for permanent public access to benefit the general public where sidewalk connection did not exist between their property frontage and the directly-adjacent private property frontage of 12145 Charlotte Drive. DRB Group, LLC has constructed necessary sidewalk connection improvements in public Right-of-Way. Further, the agreements outline conditions and obligations of DRB Group, LLC and the City.

ALTERNATIVES:

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

ATTACHMENTS:

1. Dedication of ROW Construction Easement - DRB & Alpharetta
2. Dedication of Stormwater Easement - DRB & Alpharetta
3. Verdant Sidewalk Extension Private Development Agreement - DRB & Alpharetta
4. Right of Way Agreement - Kent & Alpharetta

After recording, please return to:
Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross Reference:
Deed Book 69521, Page 518 of the
Fulton County Real Estate Records

Tax parcel: portion of 22 434012760323

STATE OF GEORGIA

COUNTY OF FULTON

DEDICATION AND GRANT OF RIGHT OF WAY CONSTRUCTION EASEMENT AGREEMENT

THIS DEDICATION AND GRANT OF RIGHT OF WAY CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2026, between **DRB Group Georgia, LLC,** a Delaware limited liability company (hereafter "Grantor") and the **CITY OF ALPHARETTA**, a Georgia municipal corporation, (hereafter "Grantee"). Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WHEREAS, Grantor is the "Grantee" in that certain private Right of Way Construction Easement Agreement recorded at Deed Book 69521, Page 518 of the Fulton County Superior Court real estate records (the "Easement Agreement");

WHEREAS, Grantor has the right to dedicate the Easement Agreement and Easement Area, as defined in the Easement Agreement, to Grantee pursuant to Easement Agreement Section 6; and

WHEREAS, Grantor desires to dedicate the Easement Agreement and Easement Area to Grantee and Grantee desires to accept the dedication of the Easement Agreement and Easement Area for the use of the public.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the foregoing recitals, and other good and valuable consideration received at the signing and delivery of this Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee all of Grantor's rights, title, and interest in the Easement Agreement and dedicates the Easement Area to Grantee for the use of the public.

[INTENTIONALLY BLANK, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR:
DRB GROUP GEORGIA, LLC

By:_____(SEAL)

Name: _____

As its: _____

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF DEDICATION AND GRANT OF RIGHT OF WAY CONSTRUCTION EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the City has hereunto set its hand and seal on the day and year first above written and acknowledged and accepted delivery of the Agreement this ____ day of _____, 20____.

GRANTEE:

CITY OF ALPHARETTA, a municipal corporation of the State of Georgia

By:_____(SEAL)
Jim Gilvin, Mayor

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

Attest: _____
Lauren Shapiro, City Clerk

APPROVED AS TO CONTENT:

_____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Molly Esswein, City Attorney

Deed Book 69521 Page 518
Filed and Recorded 11/10/2025 12:51:00 PM
2025-0269261
CHÉ ALEXANDER
Clerk of Superior Court
Fulton County, GA

Prepared by and, after
recording, return to:
DRB Group Georgia, LLC
55 Ivan Allen Jr. Blvd, Ste. 400
Atlanta, Ga 30308

Tax Parcel: portion 22 434012760323

RIGHT OF WAY CONSTRUCTION EASEMENT AGREEMENT

THIS RIGHT OF WAY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made this 7th day of November, 2025 ("Effective Date"), by and between **SELINA STEWART KENT** ("Grantor"), and **DRB GROUP GEORGIA, LLC**, a Delaware limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of land located in Fulton County, Georgia, having a tax parcel number of 22 434012760323, commonly known as 12145 Charlotte Dr, Alpharetta, GA 30004, and being more particularly described in **Exhibit "A"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Grantor Property"); and

B. Grantee is the owner that certain real property located in Fulton County, Georgia having tax parcel number 22 434012450230, as more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Grantee Property");

C. Grantee wishes to obtain from Grantor and Grantor desires to grant to Grantee, certain easements and agreements for the benefit of the Grantee Property, all subject to and in accordance with the covenants and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the foregoing recitals, and other good and valuable consideration received at the signing and delivery of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties

hereto, intending to be legally bound, hereby agree as follows:

AGREEMENTS:

1. **Incorporation of Recitals.** The Parties represent and warrant that the above recitals are true and correct and incorporate the same by reference into the substantive body of the Agreement.

2. **Right-Of-Way Easement.** Grantor hereby grants and conveys to Grantee, its successors in interest and assigns, for the benefit of the Grantee Property, a perpetual, non-exclusive easement to operate, and maintain on that portion of the Grantor Property described on **Exhibit "C"** attached hereto and as further shown on the plat attached hereto as **Exhibit "D"** (the "**Easement Area**"), such side walk, curb, gutter, landscaping, and other relate improvements ("**ROW Improvements**"), across, over, under, and through the Easement Area for the use of the ROW Improvements, together with a perpetual, non-exclusive easement over and across the Grantor Property as reasonably necessary from time to time to access the Easement Area and related ROW Improvements for the maintenance, repair, and replacement thereof.

3. **Construction Easement.** Grantor hereby grants and conveys to Grantee, its successors in interest and assigns, a temporary easement to allow Grantee to enter upon a portion of the Grantor Property described on **Exhibit "E"** attached hereto (the "**Construction Easement Area**"), in order to construct and install the ROW Improvements in the Easement Area. Grantor shall cooperate in all reasonable respects with Grantee (and its successors in interest and assigns) to obtain necessary permits, licenses, and approvals in connection with the construction and installation of said ROW Improvements. Grantor grants Grantee the right to complete grading, sloping, removal of dirt, and adding of dirt on the Grantor Property as necessary for the construction of the ROW Improvements. Grantee shall be responsible, at its sole cost and expense, for the installation of the ROW Improvements in a good, workmanlike and lien-free manner, in accordance with all applicable laws and regulations. The temporary construction easement shall automatically terminate the earlier of a) one (1) year following the Effective Date or b) the completion of the construction and installation of the ROW Improvements and the dedication and acceptance of the Agreement or Easement Area by a local municipal corporation with jurisdiction over the Easement Area or a public utility entity.

4. **Touch and Concern**. Grantee's right to the Easement Area shall run with the land and be binding on all parties having or acquiring any right, title, or interest in any portion of the Grantee Property and shall inure to the benefit of Grantee and its successors and assigns.

5. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor Property or Grantee Property.

6. **Right to Dedicate.** Grantee, without the prior written consent of the Grantor, shall have the right to dedicate or assign this Agreement or the Easement Area to a local municipal corporation with jurisdiction over the Easement Area or a public utility entity and the Grantor shall reasonably cooperate with Grantee for the dedication or assignment of the Agreement or the

Easement Area to such entity. Upon the dedication of the Easement Area to the public, this Agreement shall automatically terminate.

7. **Authority**. Each of the Parties hereto covenants that it is seized in their respective property and that they have the full right and authority to grant the easements and other rights set forth in this Agreement.

8. **Miscellaneous.**

(a) Severability of Provisions. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

(b) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which being deemed to be one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the day and year acknowledged below to be effective as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

Selina Stewart Kent (SEAL)
SELINA STEWART KENT

Selena Martin
Unofficial Witness

Cam Heath
Notary Public

My commission expires: 6/19/29

[NOTARY SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

CAMERON HEATH
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA

[SIGNATURES CONTINUE FROM PREVIOUS PAGE]

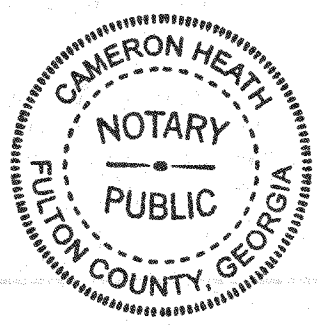
Signed, sealed, and delivered
in the presence of:

Samuel L Kolder
Unofficial Witness

Cam Heath
Notary Public

My commission expires: 6/19/29

[NOTARY SEAL]



GRANTEE:

DRB GROUP GEORGIA, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: William Leth
Title: Vice President

EXHIBIT "A"
(Grantor Property)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section of Fulton County, Georgia, being Lot 1 of Troy Rucker Subdivision, and being more particularly described as follows:

BEGINNING at an iron pin at the northeast corner of the intersection of Rucker Road and Charlotte Drive; and running thence southeasterly along the northeasterly side of Rucker Road two hundred fifty-one and five tenths (251.5) feet to an iron pin; thence north 13 degrees 14 minutes 21 seconds east four hundred eighty-six and one-tenth (486.1) feet to an iron pin; thence north 89 degrees 11 minutes 01 seconds west three hundred forty-five and six tenths (345.6) feet to an iron pin on the east side of Charlotte Drive; thence south along the east side of Charlotte Drive four hundred eighteen and eight tenths (418.8) feet to the iron pin at the point of beginning; being improved property and having located thereon a one-story brick, family dwelling.

Being improved property with a residence located thereon known as 12145 Charlotte Drive, Alpharetta, Fulton County, Georgia.

Being that same property described in that Assent of Executrix to Devise from Mary Rucker Stewart, Executrix of the Estate of Charles Dorsey Stewart, Jr., to Mary Rucker Stewart dated December 31, 1979, recorded Deed Book 7470, Page 491, Fulton County Records.

EXHIBIT "B"
(Grantee Property)

All that tract or parcel of land lying and being in the Second District, Second Section of Fulton County, Georgia, being all of Land Lot 1245 as conveyed by Warranty Deed dated January 28, 1950, from Troy Rucker to Charles Stewart, recorded Deed Book 2479, Page 542, Fulton County Records; less and except the two and one-half (2 1/2) acres conveyed to J. D. Summerour by Charles D. Stewart by Deed dated October 26, 1962, recorded Deed Book 3963, Page 56, Fulton County Records and more fully shown on plat by C. E. Abercrombie, R.L.S., dated September 8, 1962, recorded Plat Book 76, Page 43, incorporated herein by reference; and less and except the two and one-half (2 1/2) acres conveyed to Kenneth H. Blackwell by Charles D. Stewart, Jr. by Deed dated October 26, 1962, recorded Deed Book 3963, Page 389, Fulton County Records and more fully shown on Plat by C.E. Abercrombie, R.L.S., dated September 8, 1962, and recorded Plat Book 76, Page 43, incorporated herein by reference thereto. Said portion conveyed of Land Lot 1245 containing 35 acres more or less and being more particularly described as follows:

Beginning at a point on the Eastern side of Charlotte Drive (having a 60 foot right-of-way), said point being located 325.6 feet South of the intersection of the Eastern side of Charlotte Drive with the North line of Land Lot 1245, as measured along the Eastern side of Charlotte Drive, said point also being the Southwest corner of the property now or formerly owned by J. D. Summerour; running thence Easterly along the South line of said Summerour property a distance of 660 feet to the Southeast corner of said Summerour property; running thence Northerly along the East line of said Summerour property a distance of 162.5 feet to the Southeast corner of the property now or formerly owned by Kenneth H. Blackwell; running thence Northerly along the Easterly line of said Blackwell property a distance of 162.5 feet to a point located on the North line of Land Lot 1245; running thence Easterly along the North line of Land Lot 1245 to the Northeast corner of Land Lot 1245; running thence Southerly along the East line of Land Lot 1245 to the Southeast corner of Land Lot 1245; running thence Westerly along the South line of Land Lot 1245 to a point located at the intersection of the South land Lot line of Land Lot 1245 with the East side of Charlotte Drive; running thence Northerly along the East side of Charlotte Drive to the Southwest corner of the said Summerour property and the Point of Beginning.

LESS AND EXCEPT the land taken by Condemnation Action entitled Fulton County v. 0.014 acres of land and certain easements; Carroll E. Byers; and William Lee Roberts, filed June 19, 1986, recorded in Deed Book 10163, Page 160, Records of Fulton County, Georgia.

EXHIBIT "C"
(Easement Area)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the common line of Land Lots 1245 and 1276 with the easterly right of way of Charlotte Drive (right of way varies); thence leaving said Land Lot Line and along said easterly right of way S01°47'25"W for a distance of 120.26 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence leaving said easterly right of way 34.36 feet along the arc of a curve to the left, said curve having a radius of 416.92 feet and being subtended by a chord of S08°06'42"E, 34.36 feet to a point;
thence 23.28 feet along the arc of a curve to the left, said curve having a radius of 431.43 feet and being subtended by a chord of S13°57'11"E, 23.28 feet to a point; thence 80.91 feet along the arc of a curve to the left, said curve having a radius of 287.00 feet and being subtended by a chord of S23°34'31"E, 80.64 feet to a point; thence S45°35'08"E for a distance of 8.89 feet to a concrete monument found (partially buried) at the easterly right of way of Charlotte Drive (right of way varies); thence along said easterly right of way the following courses and distances:
N72°26'09"W for a distance of 13.86 feet to a concrete monument found (partially buried);
N23°08'47"W for a distance of 77.80 feet to a concrete monument found (partially buried);
N13°47'00"W for a distance of 26.72 feet to a point;
N01°47'25"E for a distance of 35.08 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 659 square feet, 0.015 acres.

EXHIBIT "D"
(Plat of Easement Area)

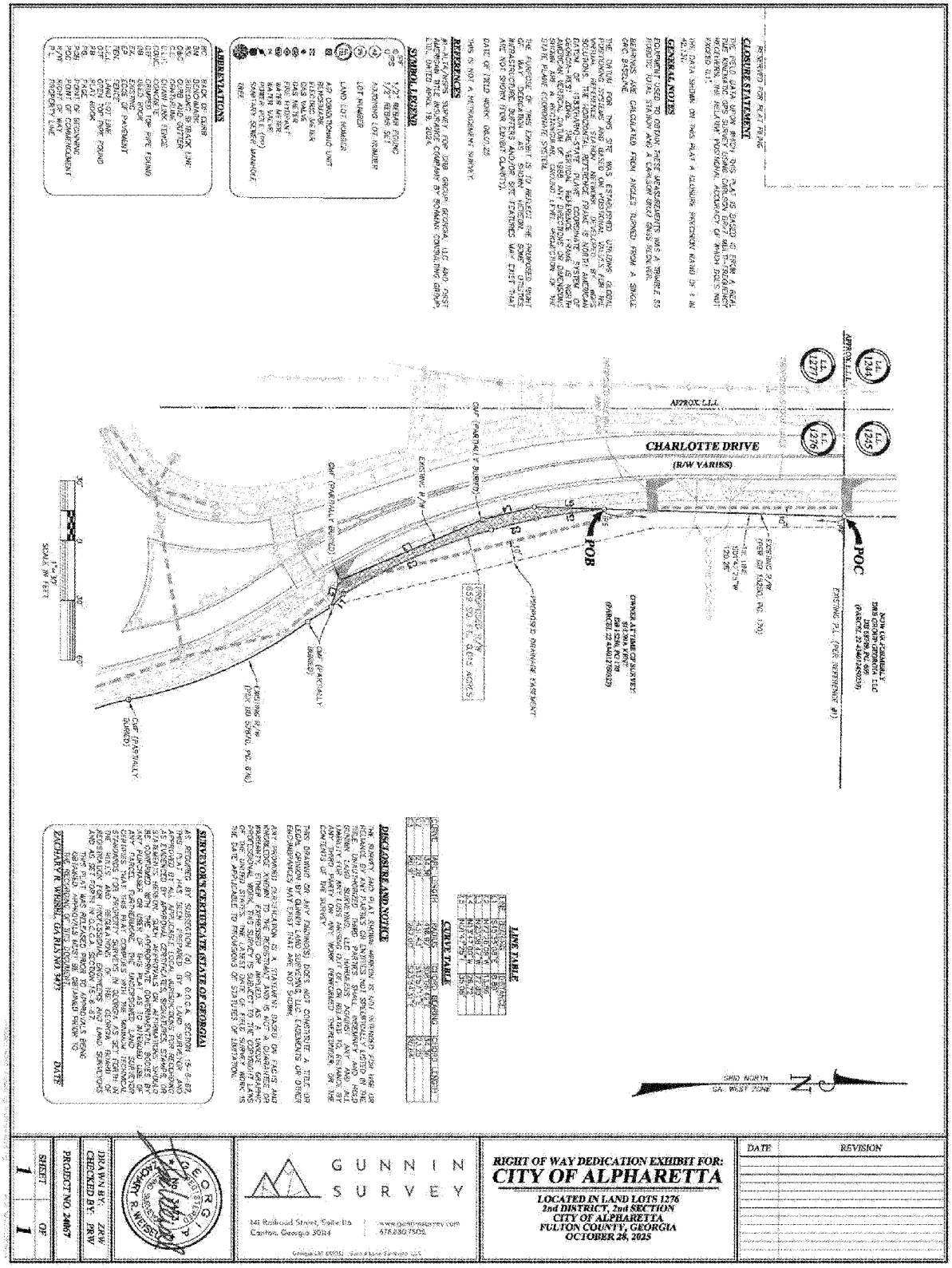


EXHIBIT "E"
(Construction Easement Area)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the common line of Land Lots 1245 and 1276 with the easterly right of way of Charlotte Drive (right of way varies); thence leaving said Land Lot Line and along said easterly right of way S01°47'25"W for a distance of 120.26 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence leaving said easterly right of way 34.36 feet along the arc of a curve to the left, said curve having a radius of 416.92 feet and being subtended by a chord of S08°06'42"E, 34.36 feet to a point;
thence 23.28 feet along the arc of a curve to the left, said curve having a radius of 431.43 feet and being subtended by a chord of S13°57'11"E, 23.28 feet to a point; thence 80.91 feet along the arc of a curve to the left, said curve having a radius of 287.00 feet and being subtended by a chord of S23°34'31"E, 80.64 feet to a point; thence S45°35'08"E for a distance of 8.89 feet to a concrete monument found (partially buried) at the easterly right of way of Charlotte Drive (right of way varies); thence along said easterly right of way the following courses and distances:
N72°26'09"W for a distance of 13.86 feet to a concrete monument found (partially buried);
N23°08'47"W for a distance of 77.80 feet to a concrete monument found (partially buried);
N13°47'00"W for a distance of 26.72 feet to a point;
N01°47'25"E for a distance of 35.08 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 659 square feet, 0.015 acres.

After recording, please return to:
Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross Reference:
Deed Book 69521, Page 547 of the
Fulton County Real Estate Records

Tax parcel: portion of 22 434012760323

STATE OF GEORGIA

COUNTY OF FULTON

DEDICATION AND GRANT OF STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS DEDICATION AND GRANT OF STORMWATER DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2026, between **DRB Group Georgia, LLC,** a Delaware limited liability company (hereafter "Grantor") and the **CITY OF ALPHARETTA**, a Georgia municipal corporation, (hereafter "Grantee"). Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WHEREAS, Grantor is the "Grantee" in that certain private Stormwater Drainage Easement Agreement recorded at Deed Book 69521, Page 547 of the Fulton County Superior Court real estate records (the "Easement Agreement");

WHEREAS, Grantor has the right to dedicate the Easement Agreement and Drainage Easement Area, as defined in the Easement Agreement, to Grantee pursuant to Easement Agreement Section 6; and

WHEREAS, Grantor desires to dedicate the Easement Agreement and Drainage Easement Area to Grantee and Grantee desires to accept the dedication of the Easement Agreement and Drainage Easement Area for the use of the public.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the foregoing recitals, and other good and valuable consideration received at the signing and delivery of this Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee all of Grantor's rights, title, and interest in the Easement Agreement and dedicates the Drainage Easement Area to Grantee for the use of the public.

[INTENTIONALLY BLANK, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR:
DRB GROUP GEORGIA, LLC

By:_____(SEAL)

Name: _____

As its: _____

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF DEDICATION AND GRANT OF STORMWATER DRAINAGE EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the City has hereunto set its hand and seal on the day and year first above written and acknowledged and accepted delivery of the Agreement this ____ day of _____, 20____.

GRANTEE:

CITY OF ALPHARETTA, a municipal corporation of the State of Georgia

By:_____(SEAL)
Jim Gilvin, Mayor

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

Attest: _____
Lauren Shapiro, City Clerk

APPROVED AS TO CONTENT:

_____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Molly Esswein, City Attorney

Deed Book 69521 Page 547
Filed and Recorded 11/10/2025 12:54:00 PM
2025-0269265
CHÉ ALEXANDER
Clerk of Superior Court
Fulton County, GA

Prepared by and, after
recording, return to:
DRB Group Georgia, LLC
55 Ivan Allen Jr. Blvd, Ste. 400
Atlanta, Ga 30308

Tax Parcel: portion 22 434012760323

STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT (this "**Agreement**") is made this 7th day of November, 2025 ("Effective Date"), by and between **SELINA STEWART KENT** ("Grantor"), and **DRB GROUP GEORGIA, LLC**, a Delaware limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of land located in Fulton County, Georgia, having a tax parcel number of 22 434012760323, commonly known as 12145 Charlotte Dr, Alpharetta, GA 30004, and being more particularly described in **Exhibit "A"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Grantor Property"); and

B. Grantee is the owner that certain real property located in Fulton County, Georgia having tax parcel number 22 434012450230, as more particularly described in **Exhibit "B"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Grantee Property");

C. Grantee wishes to obtain from Grantor and Grantor desires to grant to Grantee, certain easements and agreements for the benefit of the Grantee Property, all subject to and in accordance with the covenants and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00), the foregoing recitals, and other good and valuable consideration received at the signing and delivery of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENTS:

1. **Incorporation of Recitals.** The Parties represent and warrant that the above recitals are true and correct and incorporate the same by reference into the substantive body of the Agreement.

2. **Stormwater Drainage Easement.** Grantor hereby grants and conveys to Grantee, its successors in interest and assigns, for the benefit of the Grantee Property, a perpetual, non-exclusive easement to operate, and maintain on that portion of the Grantor Property described on **Exhibit "C"** attached hereto and as further shown on the plat attached hereto as **Exhibit "D"** (the "**Drainage Easement Area**"), such pipes, drainage lines and appurtenant structures ("**Drainage Facilities**"), over, across, under, and through the Drainage Easement Area for discharging and draining surface water and stormwater from the Grantee Property over, under, across, and through the Drainage Easement Area, together with a perpetual, non-exclusive easement over and across the Grantor Property as reasonably necessary from time to time to access the Drainage Easement Area and any related Drainage Facilities for the maintenance, repair, and replacement thereof.

3. **Construction Easement.** Grantor hereby grants and conveys to Grantee, its successors in interest and assigns, a temporary easement to allow Grantee to enter upon a portion of the Grantor Property described on **Exhibit "E"** attached hereto (the "**Construction Easement Area**"), in order to construct and install such pipes, drainage lines, and appurtenant structures within the Drainage Easement Area to allow for discharging and draining surface water and stormwater from the Grantee Property over, under, across, and through the Drainage Easement Area. Grantor shall cooperate in all reasonable respects with Grantee (and its successors in interest and assigns) to obtain necessary permits, licenses, and approvals in connection with the construction and installation of said Drainage Facilities. Grantor grants Grantee the right to complete grading, sloping, removal of dirt, and adding of dirt on the Grantor Property as necessary for the construction of the Drainage Facilities. Grantee shall be responsible, at its sole cost and expense, for the installation of the Drainage Facilities in a good, workmanlike and lien-free manner, in accordance with all applicable laws and regulations. The temporary construction easement shall automatically terminate the earlier of a) one (1) year following the Effective Date or b) the completion of the construction and installation of the Drainage Facilities and the dedication and acceptance of the Agreement or Drainage Easement Area by a local municipal corporation with jurisdiction over the Drainage Easement Area or a public utility entity.

4. **Touch and Concern**. Grantee's right to the Drainage Easement Area shall run with the land and be binding on all parties having or acquiring any right, title, or interest in any portion of the Grantee Property and shall inure to the benefit of Grantee and its successors and assigns.

5. **No Rights in Public.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Grantor Property or Grantee Property.

6. **Right to Dedicate.** Grantee, without the prior written consent of the Grantor, shall have the right to dedicate or assign this Agreement or the Drainage Easement Area to a local

municipal corporation with jurisdiction over the Drainage Easement Area or a public utility entity and the Grantor shall reasonably cooperate with Grantee for the dedication or assignment of the Agreement or the Drainage Easement Area to such entity. Upon the dedication of the Drainage Easement Area to the public, this Agreement shall automatically terminate.

7. **Authority**. Each of the Parties hereto covenants that it is seized in their respective property and that they have the full right and authority to grant the easements and other rights set forth in this Agreement.

8. **Miscellaneous.**

(a) Severability of Provisions. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

(b) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

(c) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which being deemed to be one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the day and year acknowledged below to be effective as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6/19/29

[NOTARY SEAL]

CAMERON HEATH
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA

GRANTOR:

(SEAL)
SELINA STEWART KENT

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUE FROM PREVIOUS PAGE]

Signed, sealed, and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6/19/29

[NOTARY SEAL]

CAMERON HEATH
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA

GRANTEE:

DRB GROUP GEORGIA, LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name:

Title:

EXHIBIT "A"
(Grantor Property)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section of Fulton County, Georgia, being Lot 1 of Troy Rucker Subdivision, and being more particularly described as follows:

BEGINNING at an iron pin at the northeast corner of the intersection of Rucker Road and Charlotte Drive; and running thence southeasterly along the northeasterly side of Rucker Road two hundred fifty-one and five tenths (251.5) feet to an iron pin; thence north 13 degrees 14 minutes 21 seconds east four hundred eighty-six and one-tenth (486.1) feet to an iron pin; thence north 89 degrees 11 minutes 01 seconds west three hundred forty-five and six tenths (345.6) feet to an iron pin on the east side of Charlotte Drive; thence south along the east side of Charlotte Drive four hundred eighteen and eight tenths (418.8) feet to the iron pin at the point of beginning; being improved property and having located thereon a one-story brick, family dwelling.

Being improved property with a residence located thereon known as 12145 Charlotte Drive, Alpharetta, Fulton County, Georgia.

Being that same property described in that Assent of Executrix to Devise from Mary Rucker Stewart, Executrix of the Estate of Charles Dorsey Stewart, Jr., to Mary Rucker Stewart dated December 31, 1979, recorded Deed Book 7470, Page 491, Fulton County Records.

EXHIBIT "B"
(Grantee Property)

All that tract or parcel of land lying and being in the Second District, Second Section of Fulton County, Georgia, being all of Land Lot 1245 as conveyed by Warranty Deed dated January 28, 1950, from Troy Rucker to Charles Stewart, recorded Deed Book 2479, Page 542, Fulton County Records; less and except the two and one-half (2 1/2) acres conveyed to J. D. Summerour by Charles D. Stewart by Deed dated October 26, 1962, recorded Deed Book 3963, Page 56, Fulton County Records and more fully shown on plat by C. E. Abercrombie, R.L.S., dated September 8, 1962, recorded Plat Book 76, Page 43, incorporated herein by reference; and less and except the two and one-half (2 1/2) acres conveyed to Kenneth H. Blackwell by Charles D. Stewart, Jr. by Deed dated October 26, 1962, recorded Deed Book 3963, Page 389, Fulton County Records and more fully shown on Plat by C.E. Abercrombie, R.L.S., dated September 8, 1962, and recorded Plat Book 76, Page 43, incorporated herein by reference thereto. Said portion conveyed of Land Lot 1245 containing 35 acres more or less and being more particularly described as follows:

Beginning at a point on the Eastern side of Charlotte Drive (having a 60 foot right-of-way), said point being located 325.6 feet South of the intersection of the Eastern side of Charlotte Drive with the North line of Land Lot 1245, as measured along the Eastern side of Charlotte Drive, said point also being the Southwest corner of the property now or formerly owned by J. D. Summerour; running thence Easterly along the South line of said Summerour property a distance of 660 feet to the Southeast corner of said Summerour property; running thence Northerly along the East line of said Summerour property a distance of 162.5 feet to the Southeast corner of the property now or formerly owned by Kenneth H. Blackwell; running thence Northerly along the Easterly line of said Blackwell property a distance of 162.5 feet to a point located on the North line of Land Lot 1245; running thence Easterly along the North line of Land Lot 1245 to the Northeast corner of Land Lot 1245; running thence Southerly along the East line of Land Lot 1245 to the Southeast corner of Land Lot 1245; running thence Westerly along the South line of Land Lot 1245 to a point located at the intersection of the South land Lot line of Land Lot 1245 with the East side of Charlotte Drive; running thence Northerly along the East side of Charlotte Drive to the Southwest corner of the said Summerour property and the Point of Beginning.

LESS AND EXCEPT the land taken by Condemnation Action entitled Fulton County v. 0.014 acres of land and certain easements; Carroll E. Byers; and William Lee Roberts, filed June 19, 1986, recorded in Deed Book 10163, Page 160, Records of Fulton County, Georgia.

EXHIBIT "C"
(Drainage Easement Area)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

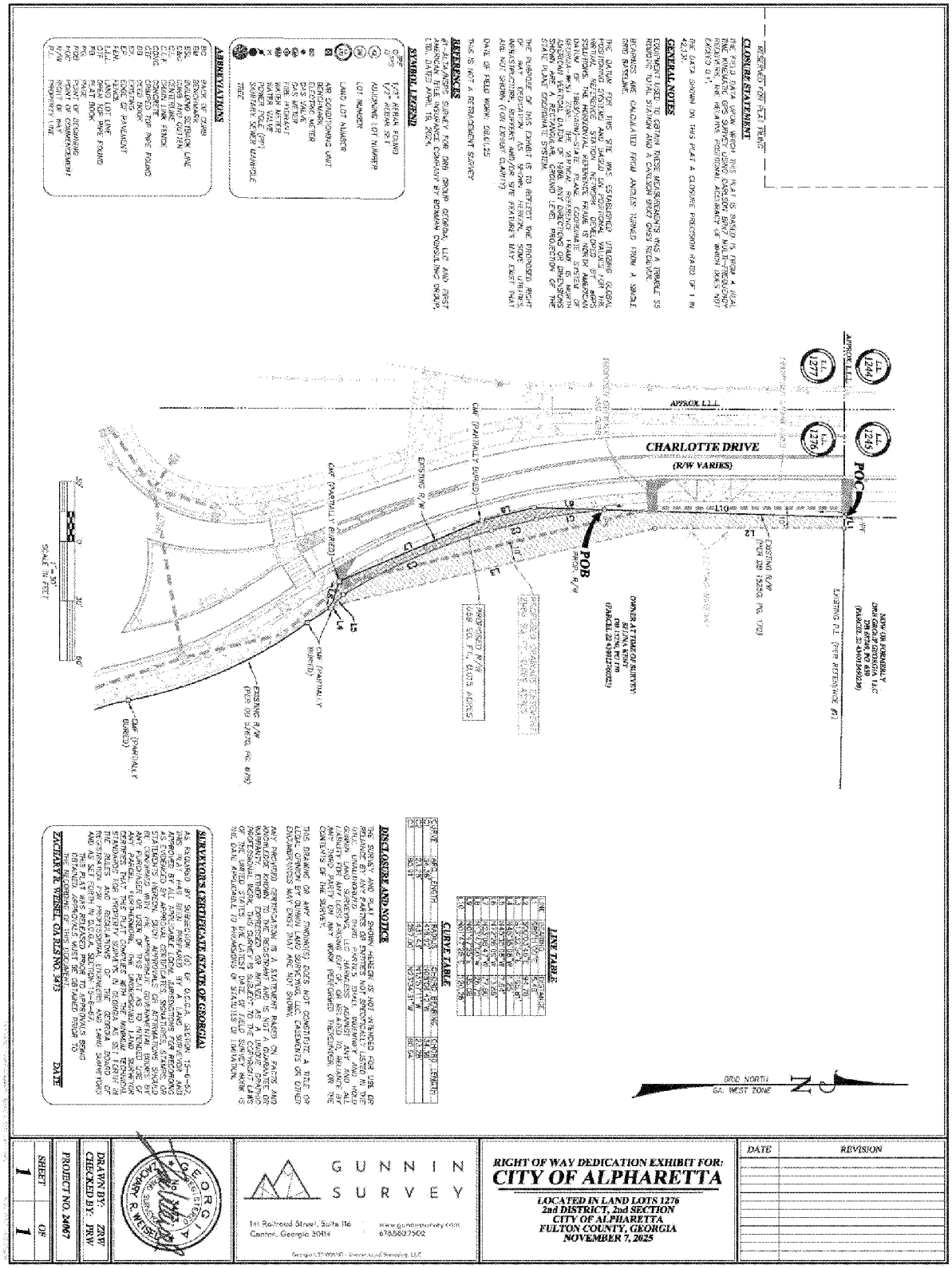
TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the common line of Land Lots 1245 and 1276 with the easterly right of way of Charlotte Drive (right of way varies), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence leaving said easterly right of way and along said Land Lot Line S89°11'00"E for a distance of 5.46 feet to a point; thence leaving said Land Lot Line S00°03'46"E for a distance of 94.78 feet to a point; thence S13°32'54"E for a distance of 165.81 feet to a point; thence N45°35'08"W for a distance of 7.64 feet to a point; thence 80.91 feet along the arc of a curve to the right, said curve having a radius of 287.00 feet and being subtended by a chord of N23°34'31"W, 80.64 feet to a point; thence 23.28 feet along the arc of a curve to the right, said curve having a radius of 431.43 feet and being subtended by a chord of N13°57'11"W, 23.28 feet to a point; thence 34.36 feet along the arc of a curve to the right, said curve having a radius of 416.92 feet and being subtended by a chord of N08°06'42"W, 34.36 feet to a 1/2" rebar set at the easterly right of way of Charlotte Drive (right of way varies); thence along said easterly right of way N01°47'25"E for a distance of 120.26 feet to a 1/2" rebar found at the intersection of said easterly right of way and the common line of Land Lots 1245 and 1276, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 2988 square feet, 0.069 acres.

EXHIBIT "D"

(Plat of Drainage Easement Area)



RESERVED FOR PLAT TRUST

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED IS FROM A REAL TIME KINEMATIC GPS SURVEY USING CARLSON BRX7 MULTI-FREQUENCY RECEIVERS, AND RELATIVE POSITIONAL ACCURACY OF WHICH DOES NOT EXCEED 0.1'.

THE DATA SHOWN ON THIS PLAT A CLOSURE PRECISION RATIO OF 1 IN 42,130.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMABLE SS REDUCTO TOTAL STATION AND A CARLSON BRX7 CROSS RECEIVER.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND GRADED GPS POSITIONAL VALUES FOR THE MONUMENTS. REFERENCE STATION NETWORK DEVELOPED BY #GPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83). THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE GRID BASED ON THE GEORGIA WEST ZONE STATE PLANE COORDINATE SYSTEM.

THE PURPOSE OF THIS EXHIBIT IS TO REFLECT THE PROPOSED RIGHT OF WAY DEDICATION AND PROPOSED DRAINAGE EASEMENT AS SHOWN HEREON. ALL OTHER IMPROVEMENTS, BUFFERS AND/OR SITE FEATURES MAY EXIST THAT ARE NOT SHOWN FOR CLARITY.

DATE OF FIELD WORK: 08/01/25

THIS IS NOT A RETRACEMENT SURVEY

REFERENCES

#1- ALTA/ACSM SURVEY FOR DRH GROUP GEORGIA, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY BY BOWMAN CONSULTING GROUP, LTD. DATED APRIL 16, 2024.

SYMBOL LEGEND

IPF	1/2" REBAR FOUND
CMF	CRIMPED TOP PIPE FOUND
(##)	ADJOINING LOT NUMBER
###	LAND LOT NUMBER
AC	AIR CONDITIONING UNIT
EM	ELECTRIC METER
GV	GAS VALVE
MB	MAILBOX
WM	WATER METER
WV	WATER VALVE
PP	POWER POLE (PP)
	OVERHEAD POWER LINE
	TREE

ABBREVIATIONS

BSL	BUILDING SETBACK LINE
CB&G	CURB AND GUTTER
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CMF	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
EF	EDGE OF PAVEMENT
ESMT	EASEMENT
LL	LAND LOT LINE
OTP	OPEN TOP PIPE FOUND
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
P.L.	PROPERTY LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°01'55"E	5.78'
L2	N70°00'43"E	45.78'
L3	N45°00'38"E	5.78'
L4	N70°00'43"E	5.78'
L5	N45°00'38"E	5.78'
L6	S70°00'43"W	5.78'
L7	S45°00'38"W	5.78'
L8	S70°00'43"W	5.78'
L9	N70°00'43"E	5.78'
L10	N89°57'55"E	100.00'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	BEARING	CHORD LENGTH
C1	34.36'	1,145.92'	N70°57'43"E	34.36'
C2	34.36'	1,145.92'	N70°57'43"E	34.36'
C3	34.36'	1,145.92'	N70°57'43"E	34.36'
C4	34.36'	1,145.92'	N70°57'43"E	34.36'
C5	34.36'	1,145.92'	N70°57'43"E	34.36'

DISCLOSURE AND NOTICE

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANYONE OTHER THAN THOSE PARTIES DIRECTLY CONTRACTED BY GUNNIN LAND SURVEYING, LLC. GUNNIN LAND SURVEYING, LLC HEREBY DISCLAIMS ANY LIABILITY FOR ANY LOSS RESULTING FROM, OR RELATED TO, RELIANCE BY ANY PARTY OTHER THAN THOSE WITH WHOM WE HAVE A WRITTEN CONTRACT FOR THE SURVEY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THIS DRAWING OR ANY PORTION(S) THEREOF CONSTITUTE A TRUE OR LEGAL REPRESENTATION BY GUNNIN LAND SURVEYING, LLC OF EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.

ANY REPORTED ENCROACHMENT IS A STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AS A LEGAL OPINION OF PROFESSIONAL MATTER. THIS SURVEY IS SUBJECT TO ALL LAWS OR STATUTES OF LIMITATION THAT MAY BE APPLICABLE TO PROVISIONS OF THIS DATA.

SURVEYOR'S CERTIFICATE STATE OF GEORGIA

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY SIGNATURE, DATE, AND ADOPTION OF ANY REQUIRED STAMP AFFIXED THERETO BY SUCH JURISDICTIONS OR THEIR AUTHORIZED AGENTS. APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT PRIOR TO ANY RELIANCE THEREON. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

ZACHARY R. WEISEL, GA RLS NO. 3473 — DATE

THE RECORDING OF THIS DOCUMENT WITH THE CLERK OF SUPERIOR COURT OF FULTON COUNTY, GEORGIA SHALL BE DEEMED AS THE APPROVAL OF THE CITY OF ALPHARETTA.

GUNNIN SURVEY

1st Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
6785807902

Georgia LSF000981 - Gunnin Land Surveying LLC

RIGHT OF WAY DEDICATION EXHIBIT FOR:

CITY OF ALPHARETTA

LOCATED IN LAND LOTS 1276
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 7, 2025

DATE	REVISION

SHEET 1 OF 1

PROJECT NO. 24067

DRAWN BY: ZRW

CHECKED BY: PRW

EXHIBIT "E"
(Construction Easement Area)

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the common line of Land Lots 1245 and 1276 with the easterly right of way of Charlotte Drive (right of way varies), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence leaving said easterly right of way and along said Land Lot Line S89°11'00"E for a distance of 5.46 feet to a point; thence leaving said Land Lot Line S00°03'46"E for a distance of 94.78 feet to a point; thence S13°32'54"E for a distance of 165.81 feet to a point; thence N45°35'08"W for a distance of 7.64 feet to a point; thence 80.91 feet along the arc of a curve to the right, said curve having a radius of 287.00 feet and being subtended by a chord of N23°34'31"W, 80.64 feet to a point; thence 23.28 feet along the arc of a curve to the right, said curve having a radius of 431.43 feet and being subtended by a chord of N13°57'11"W, 23.28 feet to a point; thence 34.36 feet along the arc of a curve to the right, said curve having a radius of 416.92 feet and being subtended by a chord of N08°06'42"W, 34.36 feet to a 1/2" rebar set at the easterly right of way of Charlotte Drive (right of way varies); thence along said easterly right of way N01°47'25"E for a distance of 120.26 feet to a 1/2" rebar found at the intersection of said easterly right of way and the common line of Land Lots 1245 and 1276, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 2988 square feet, 0.069 acres.

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the "Agreement") is entered into this _____ day of _____, 2026, by and between the City of Alpharetta (the "City") and DRB Group Georgia, LLC, a Delaware limited liability company (the "Owner" or "DRB").

WITNESSETH:

WHEREAS, on October 21, 2024 pursuant to DRB Group Georgia, LLC("DRB") Zoning Petition Number Z2413: DRB Group/12265 Charlotte Drive, the Mayor and Council rezoned approximately 36.8 acres on Fulton County Parcel No. 22434012450230 for the construction of 42 single-family detached "for sale" residential dwellings (the "DRB Property"); and

WHEREAS, Selina Stewart Kent ("Kent") is the owner of that certain property containing approximately 2.604 acres with Fulton County Parcel No. 22 434012760323 more commonly known as 12145 Charlotte Dr ("Kent Property"; the DRB Property and Kent Property are collectively referred to as the "Property"); and

WHEREAS, the City has requested that Owner construct a five foot (5') sidewalk connecting the DRB Property's frontage to the Rucker Road roundabout within the City's existing public right-of-way ("ROW") and facilitate the public dedication to the City of any area falling outside of the ROW, including a portion of the Kent Property, as shown on the approved site plan for the Property; and

WHEREAS, the portion of the Verdant Sidewalk Extension to Rucker Road Roundabout to be constructed by the Owner, and the associated permanent easement, are further defined herein and depicted in Exhibit A to this Agreement; and

WHEREAS, the Owner has agreed to construct the Verdant Sidewalk Extension to the Rucker Road Roundabout and associated improvements and to grant to the City the above-referenced dedication to the ROW in exchange for Impact Fee Credits; and

WHEREAS, the Owner has easement rights to the ROW as evidenced by that certain Right of Way Construction Easement Agreement by and between Owner and Kent as recorded at Deed Book 69521, Page 518 of the real estate records of Fulton County ("ROW Easement"); and

WHEREAS, the Owner has certain easement rights for the construction and maintenance of pipes, drainage lines, and appurtenant structures ("Drainage Facilities") across certain portions of the Kent Property as evidenced by that certain Stormwater Drainage Easement Agreement by and between Owner and Kent as recorded at Deed Book 69521, Page 547 of the real estate records of Fulton County ("Stormwater Easement"); and

WHEREAS, the City has agreed to establish Impact Fee Credits in exchange for the construction of the Verdant Sidewalk Extension to the Rucker Road Roundabout and the dedication of the necessary land for the ROW; and

WHEREAS, the Verdant Sidewalk Extension to the Rucker Road Roundabout is a capital improvement identified in the City's Capital Improvement Element (CIE) thereby entitling the City to authorize Impact Fee Credits, in accord with City Code, 24-26(2)(a)(1);

WHEREAS, the Impact Fee Ordinance contemplates that the City and property owners may enter into private development agreements to establish terms for the dedication of land and/or construction of system improvements, the value and cost of which may be utilized in lieu of the payment of impact fees and/or as an alternate method of payment of impact fees and other fees; and

WHEREAS, Owner has acquired fee simple ownership of the DRB Property and is now the legal owner of the DRB Property; and

WHEREAS, both the City and Owner have determined that it is in their respective best interests to enter into this Agreement to more specifically provide for (i) the obligation of Owner for the construction of the designated system improvements, (ii) the method, manner and timing of establishment and application of Impact Fee Credits resulting from the obligation to construct the System Improvements and (iii) such other terms and conditions as the parties deem appropriate; and

WHEREAS, Owner has completed the Public Improvements, as defined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Construction and Dedication of System Improvements by the Owner. The Owner has, at its sole cost and expense, constructed that certain portion of the Verdant Sidewalk Extension to the Rucker Road Roundabout and the Drainage Facilities (the "Public Improvements"), including associated lighting, stormwater improvements, sodding, curb and gutter, driveway improvements, the acquisition and installation of all other Verdant Sidewalk Extension to the Rucker Road Roundabout-related improvements, and all necessary engineering, design, and survey work for the foregoing improvements. The Owner shall dedicate the 659 square foot ROW Easement for the Verdant Sidewalk Extension to the Rucker Road Roundabout to the City and the 2988 square foot Stormwater Easement to the City, with such scope and ROW survey are specifically described and delineated in the attached Exhibit "A". The Owner acknowledges and agrees that the City shall not issue a final certificate of occupancy for the development until such time as the Public Improvements are constructed on the DRB Property, dedication of any portions of the DRB Property not already dedicated to the ROW necessary for the Public Improvements is dedicated and recorded in the Fulton County deed records, and the portion of the Verdant Sidewalk Extension to the Rucker Road Roundabout referenced in this Agreement is open to the public.

2. Kent Property. Owner shall take commercially reasonable steps to cause Kent to dedicate the ROW Easement area and Stormwater Easement, which are reasonably necessary for the Public Improvements, to the ROW, or in the alternative, provide the City with a permanent public pedestrian access easement and Owner and the City a temporary construction easement for such property. Through the ROW Easement and the Stormwater Easement, Owner has constructed the Public Improvements across the Kent Property. In the event Owner and the City are unable to cause such portions of the Kent Property to be available for public use and development of the Public Improvements by Owner, then Owner shall be relieved of its obligations to install the Public Improvements on the Kent Property and such work will not be included in the Impact Fee Credits.

3. Maintenance of the Public Improvements. The City acknowledges and agrees that following Owner's completion of the Public Improvements and dedication of the ROW, that the City shall maintain the Public Improvements including the lighting and associated stormwater improvements, curb and gutter, driveway improvements, and the acquisition and installation of all other Verdant Sidewalk Extension to the Rucker Road Roundabout-related

improvements, including any necessary engineering, design, or survey work at the City's sole cost and expense.

4. Determination, Establishment and Utilization of Impact Fee Credits. Pursuant to the terms of this Agreement, the City shall credit to Owner Impact Fee Credits in an amount equal to the total hard and soft construction costs to be incurred by Owner in connection with the construction of the Public Improvements as well as the value associated with the granting of the permanent public pedestrian access easement. The parties acknowledge and agree that the estimated amount of such Public Improvements construction costs is $219,284.12, as depicted in Exhibit "B." Upon Owner's execution of this Agreement and submission of evidenced costs incurred for the completion of the Public Improvements (by providing the City invoices related to such costs and confirmation of payment of such invoices, as well as confirmation of the Owner's actual costs of the land to be dedicated to the ROW), the City shall establish an Impact Fee Credit account in the name of the Owner in the amounts shown on Exhibit "B" or the amount otherwise depicted in the above-referenced documentation upon Owner supplying same. The Owner may draw upon the Impact Fee Credit account from time to time as Impact Fees become due. From time to time upon Owner's request, the City will issue a certificate evidencing the Owner's remaining Impact Fee Credits. In no event shall Owner be entitled to reimbursement in cash for any unused Impact Fee Credits, and Owner hereby affirmatively waives any such right, whether pursuant to local ordinance, state law or otherwise. Owner shall be entitled to utilize its Impact Fee Credits (i) to offset Impact Fees associated with the current development on the Property; (ii) to utilize said credit in the future to offset Impact Fees on a different project in the City; or (iii) to sell said credits to other developers in accord with City Code § 24-26(5)(c).

5. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) Email with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by Email to the Email address of such party, set forth below or at such other address or Email address as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date

delivered, or if sent by Email, on the date of the Email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Alpharetta
Two Park Plaza
Alpharetta, Georgia 30009
Attn: Chris Lagerbloom, City Administrator
Fax Number: (678)297-6001

Email: clagerbloom@alpharetta.ga.us

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Attn: Molly Esswein and/or Ken Jarrard
Cumming, Georgia 30040
(678) 455-7150
Email: messwein@jarrard-davis.com

If to Owner: DRB Group Georgia, LLC
55 Ivan Allen Jr. Blvd., Suite 400
Atlanta, Georgia 30308
Attn: William Cutler, Area President
Email: wcutler@drbgroup.com

With copy to: DRB Group Georgia, LLC
2099 Gaither Road, Ste. 600,
Rockville, MD 20850
Attn: Thomas Tracy and Samuel Holder
Email: ttracy@drbgroup.com
Email: sholder@drbgroup.com

6. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with the

exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder

must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Impact Fee Ordinance, and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of zoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

[Intentionally Blank, Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Approved as to form:

_____
Molly Esswein
Jarrard & Davis, LLP
City Attorney

City of Alpharetta, Georgia

By: _____
Jim Gilvin, Mayor
Date: _____

Approved as to content:

_____
Chris Lagerbloom
City Administrator

DRB Group Georgia, LLC
a Delaware Limited Liability Company

By: _____
William Cutler, Area President

Date: _____

EXHIBIT "A"

Verdant Sidewalk Extension to the Rucker Road Roundabout
[the Verdant Sidewalk Extension to the Rucker Road Roundabout Exhibit follows immediately after this cover page, is attached hereto and is incorporated herein by this reference]

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED IS FROM A REAL TIME KINEMATIC GPS SURVEY USING CARLSON BRx7 MULTI-FREQUENCY RECEIVERS, THE RELATIVE POSITIONAL ACCURACY OF WHICH DOES NOT EXCEED 0.1'.

THE DATA SHOWN ON THIS PLAT A CLOSURE PRECISION RATIO OF 1 IN 42,131.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S5 ROBOTIC TOTAL STATION AND A CARLSON BRX7 GNSS RECIEVER.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE PURPOSE OF THIS EXHIBIT IS TO REFLECT THE PROPOSED RIGHT OF WAY DEDICATION AS SHOWN HEREON. SOME UTILITIES, INFRASTRUCTURE, BUFFERS AND/OR SITE FEATURES MAY EXIST THAT ARE NOT SHOWN (FOR EXHIBIT CLARITY).

DATE OF FIELD WORK: 08.01.25

THIS IS NOT A RETRACEMENT SURVEY.

REFERENCES

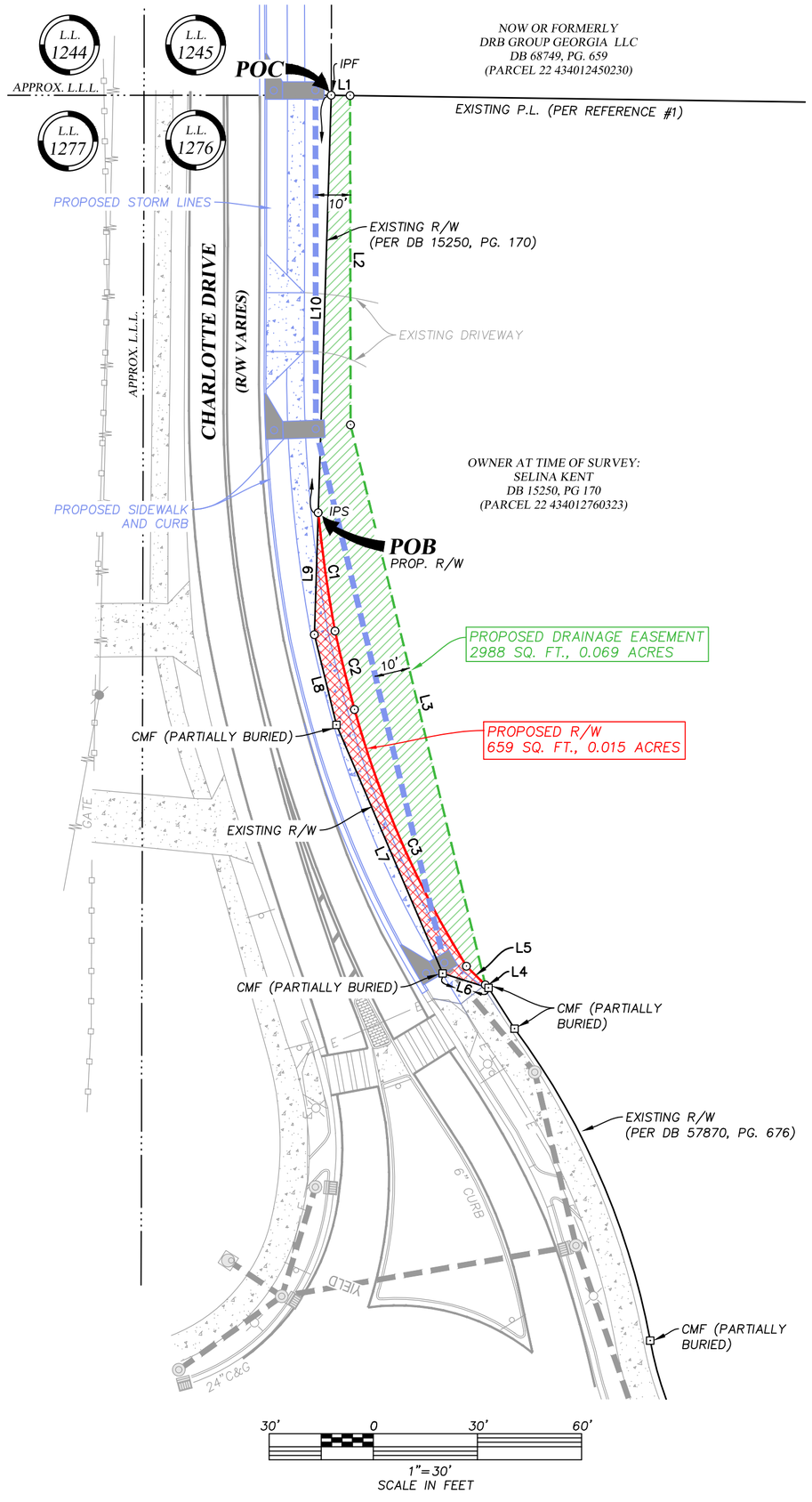
#1-ALTA/NSPS SURVEY FOR DRB GROUP GEORGIA, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY BY BOWMAN CONSULTING GROUP, LTD., DATED APRIL 19, 2024.

SYMBOL LEGEND

IPF	1/2" REBAR FOUND
IPS	1/2" REBAR SET
(42)	ADJOINING LOT NUMBER
(26)	LOT NUMBER
L.L. 1244	LAND LOT NUMBER
	AIR CONDITIONING UNIT
	BENCHMARK
	ELECTRIC METER
	GAS VALVE
GM	GAS METER
	FIRE HYDRANT
WM	WATER METER
	WATER VALVE
	POWER POLE (PP)
	SANITARY SEWER MANHOLE
	TREE

ABBREVIATIONS

BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CONC.	CONCRETE
CTF	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
EX.	EXISTING
EP	EDGE OF PAVEMENT
FEN.	FENCE
L.L.L.	LAND LOT LINE
OTF	OPEN TOP PIPE FOUND
PB	PLAT BOOK
PG.	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
P.L.	PROPERTY LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°11'00"E	5.46'
L2	S00°03'46"E	94.78'
L3	S13°32'54"E	165.81'
L4	N45°35'08"W	1.25'
L5	N45°35'08"W	7.64'
L6	N72°26'09"W	13.86'
L7	N23°08'47"W	77.80'
L8	N13°47'00"W	26.72'
L9	N01°47'25"E	35.08'
L10	N01°47'25"E	120.26'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	34.36'	416.92'	N08°06'42"W	34.36'
C2	23.28'	431.43'	N13°57'11"W	23.28'
C3	80.91'	287.00'	N23°34'31"W	80.64'

DISCLOSURE AND NOTICE

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THIS DRAWING OR ANY FINDING(S) DOES NOT CONSTITUTE A TITLE OR LEGAL OPINION BY GUNNIN LAND SURVEYING, LLC. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.

ANY PROVIDED CERTIFICATION IS A STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. AS A UNIQUE GRAPHIC PROFESSIONAL WORK, THIS SURVEY IS SUBJECT TO THE COPYRIGHT LAWS OF THE UNITED STATES. THE LATEST DATE OF FIELD SURVEY WORK IS THE DATE APPLICABLE TO PROVISIONS OF STATUTES OF LIMITATION.

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

THIS PLAT WAS RELEASED PRIOR TO APPROVALS BEING OBTAINED. APPROVALS MUST BE OBTAINED PRIOR TO THE RECORDING OF THIS DOCUMENT.

ZACHARY R. WEISEL, GA RLS NO. 3473 DATE

REVISION	DATE

RIGHT OF WAY DEDICATION EXHIBIT FOR:
CITY OF ALPHARETTA

LOCATED IN LAND LOTS 1276
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 7, 2025

GUNNIN SURVEY
www.gunninsurvey.com
678.880.7502
141 Railroad Street, Suite 116
Canton, Georgia 30114
Georgia LSF 001033 - Gunnin Land Surveying, LLC

GEORGIA REGISTERED No. 3473 LAND SURVEYOR ZACHARY R. WEISEL

DRAWN BY: ZRW
CHECKED BY: PRW

PROJECT NO. **24067**

SHEET	OF
1	1

FILENAME: 24067 Charlotte Byers Offsite Road.dwg PLOT DATE: 11.07.2025

EXHIBIT "B"

Impact Fee Credit Valuations

[the Impact Fee Credit Valuation Exhibit follows immediately after this cover page, is attached hereto and is incorporated herein by this reference]

Exhibit B

DRB Group Georgia, LLC Development Agreement - Verdant Charlotte Drive

Impact Fee Credit Requests

	Improvement Type	Vendor(s)	Amount Paid
	Engineering Design - LDP Revision	Christopher Planning & Engineering	$13,200.00
	Survey - ROW Acquisition from Selina Kent Exhibits + Utility Location	Gunnin	$4,560.00
	Material Costs for Construction	A.L. Grading Contractors	$169,865.00
	Street Lighting	GA Power	$30,311.12
	Bermuda Sod	Georgia Enviromental Landscape and Maintenance	$1,348.00
TOTAL IMPROVEMENTS			$219,284.12

TOTAL IMPACT FEE CREDITS	$219,284.12

	Initial	Date
City Attorney		
Mayor		
DRB Group Georgia, LLC		

PROPOSAL

Christopher Planning & Engineering, Inc.
12460 Crabapple Road, Suite 202-612
Alpharetta, GA 30004
770.331.7303
www.christopherplanning.com

August 12, 2025

Mr. Mike Busher
DRB Group
55 Ivan Allen Jr. Blvd, Suite 400
Atlanta, GA 30308
404.886.1466

RE: Verdant (Charlotte Drive Tract)
Land Lot 1245
2nd District, 2nd Section
City of Alpharetta
Fulton County, Georgia
CP&E Project No. 2024110.30

Dear Mike:

As you requested, Christopher Planning & Engineering (CP&E) is pleased to offer the following proposal for the above referenced project.

Project Description

It is our understanding that the project will involve providing Land Disturbance Permit Plans for the proposed sidewalk extension in Charlotte Drive from the Verdant S/D frontage to the existing sidewalk to the south.

To complete our services, we have assumed that we will be provided a Boundary and Topographic/Tree Survey as well as a jurisdictional waters delineation to prepare the requested plans.

Based upon your request and the information outlined above we offer the following scope of services and fees:

Scope of Services

Task I, Civil Engineering Documents

Our services will include the design of the Site, Grading, Utility, Erosion & Sediment Control Plans, and Street Tree Plans along with the necessary notes and details for this project, as detailed in the above Project Description.

Task II, Submittals/Meetings

Our services will include the submittals of the Design Documents to City of Alpharetta for review. We have included all known permitting meetings with the City in above Tasks.

Fee Schedule

Task I	**Civil Engineering Documents**	**$ 11,500.00**
Task II	**Submittals/Meetings**	*Included*

Reimbursable expenses including submittal/plan review fees, reproductions, courier, and overnight delivery will be invoiced at cost + 15%.

The following items are not included within the scope of services of this proposal (unless noted otherwise):

Surveying Services	Stream Buffer Variance	Traffic Study & Signal Design
State Waters/Wetland Delineation	EPD/Corps/FEMA Permitting	Quantity Estimates *not specified*
NDPES Monitoring/Inspections	Construction Management	Opinions of Probable Cost
Construction Inspections	As-builts & Certifications	Signage Design or Permitting
Retaining Wall Design	Landscape Design/Plans	Irrigation Design
Fire Flow Test/Analysis	Hardscape Design/Plans	Geotechnical Services
Final Engineering Design		

Revisions required due to changes to governmental regulations in force at the time of proposal

This Proposal, together with the Christopher Planning & Engineering (CP&E) Terms and Conditions make up the Agreement between CP&E and the Client. Before signing the Proposal, be sure you read the Terms and Conditions and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and CP&E.

We appreciate the opportunity to offer this proposal and should you have any questions, please feel free to contact me at 770.331.7303.

Reviewed, accepted and agreed to by:

Engineer:	Client:
Christopher Planning & Engineering	**DRB Group**
By: Sotir J. Christopher	By: Mike Busher
Its: Owner	Printed Name: Mike Busher
Date: 8/12/2025	Its: VP
	Date: 8/26/25

Initial MB

Terms and Conditions

These Terms and Conditions, together with the Christopher Planning & Engineering (CP&E) Proposal, make up the Agreement between CP&E and the Client. Before countersigning the Proposal, be sure you read the Terms and Conditions and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and CP&E.

Christopher Planning & Engineering (CP&E) shall perform the services outlined in this agreement for the stated fee agreement.

Professional Service Rate Schedule

Classification	Hourly Rate
Project Manager/Principal	$ 250.00
Design Engineer	$ 200.00
Landscape Architect	$ 175.00

Applicable Law

Unless otherwise specified, the laws of the principal place of business of CP&E shall govern this agreement.

Betterment

If, due to CP&E's negligence, a required item or component of the Project is omitted from the Construction Documents, CP&E shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. In no event will CP&E be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Billings/Payments

Invoices shall be submitted by CP&E monthly, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date. If payment in full is not received by CP&E within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the Client fails to make payments when due and CP&E incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to CP&E. Collection costs shall include, without limitation, reasonable legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for CP&E's time spent in efforts to collect. This obligation of the Client to pay CP&E's collection costs shall survive the term of this Agreement or any earlier termination by either party. If the Client fails to make payments when due or otherwise is in breach of this Agreement, CP&E may suspend performance of services upon 10 calendar days' notice to the Client. CP&E shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, CP&E shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CP&E to resume performance. If the Client fails to make payment to CP&E in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CP&E. Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by CP&E. Payment to CP&E for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

Certificate of Merit

The client shall make no claim for professional negligence either directly or by way of a cross complaint against CP&E unless the Client has first provided CP&E with a written certification executed by an independent consultant currently practicing in the same discipline as CP&E and licensed in the State of the Project. This certification shall: a) contain the name and license number of the certifier; b) specify all the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to CP&E not less than 30 calendar days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Certifications

CP&E shall not be required to sign any documents, no matter by who requested, that would result in CP&E having to certify, guarantee or warrant the existence of conditions whose existence CP&E cannot ascertain. Client agrees not to make resolution of any dispute with CP&E or payment of any amount due to CP&E contingent upon CP&E's signing or agreeing to any such certification.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CP&E are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, CP&E may call for renegotiation of appropriate portions of this Agreement. CP&E shall notify the Client of the changed conditions necessitating renegotiation, and CP&E and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modification and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by the Client as additional services in accordance with this agreement.

If CP&E produces plats, specifications, or other documents and/or performs field services, and such plats, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional service thereby required shall be paid for by Client as additional services in accordance with this agreement.

Construction Observation

CP&E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and CP&E, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow CP&E, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, CP&E shall keep the Client informed about the progress of the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by CP&E as Additional Services in accordance with the terms of this Agreement.

CP&E shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

CP&E shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CP&E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Delays

CP&E is not responsible for delay caused by activities or factors beyond CP&E's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to furnish timely information or approve or disapprove of CP&E's services or instruments of service promptly, faulty performances by Client or other contractors or governmental agencies. When such delays beyond CP&E's reasonable control occur, CP&E shall not be responsible for damages nor shall CP&E be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause CP&E to perform extra services, such services shall be paid for by Client as additional services in accordance with this agreement.

Electronic Media Agreement

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by CP&E, Client agrees that all such electronic files are instruments of service of CP&E, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CP&E, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other that CP&E or from any reuse of the electronic files without the prior written consent of CP&E.

Indemnifications

CP&E agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CP&E, its officers, directors, employees and subconsultants (collectively, CP&E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor CP&E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and CP&E, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of CP&E and its employees, representatives and subconsutlants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of CP&E to the Client shall not exceed $50,000.00 or CP&E's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Ownership of Documents

All plats, drawings, reports, plans, specifications, field data and notes and other documents on electronic media, prepared by CP&E are instruments of service, and shall remain the property of CP&E and may be used by CP&E without the consent of Client. CP&E shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon request and payment of all costs, Client will be furnished a signed and sealed copy of all final plans and other documents required by provisions of the agreement to be prepared by CP&E.

Client agrees not to use or permit any other person to use instruments of service prepared by CP&E which are not final and which are not signed and sealed by CP&E. Client shall be responsible for any such use of non-final instruments of service or other documents not signed and sealed by CP&E. Client hereby waives any claim for liability against CP&E for such use. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on different projects without written consent of CP&E.

Right of Entry

The Client shall provide CP&E the right to enter the property owned by the Client and/or others in order for CP&E to fulfill the Scope of Services outlined in the Proposal. Although CP&E will exercise reasonable care in performing its services, the Client understands that the use of surveying or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Opinion of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that CP&E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that CP&E's opinions of probable construction costs are made on the basis of CP&E's professional judgment and experience. CP&E makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from CP&E's opinion of probable construction cost.

Safety

Neither the professional activities of CP&E, nor the presence of CP&E employees and sub-consultants at a construction/project site, shall relieve the General Contractor, or Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. CP&E and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CP&E has no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. The Client agrees that the General Contractor, or Client, shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

Services

CP&E will perform the services outlined in its Proposal and any amendments or additional services signed by both parties. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, subsurface sewage disposal), such services shall not constitute a representation or warranty that such permits will be approved. Any request or direction from Client that would require extra work or additional time for performance or would result in an increase in CP&E's costs, including unanticipated meetings will be hourly unless otherwise negotiated and agreed upon. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by Client in addition to payment for Basic Services, in accordance with CP&E's prevailing fee schedule, or as agreed to by CP&E and the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Standard of Care

In providing services under this Agreement, CP&E will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. CP&E makes no warranty, express or implied, as to its professional services rendered under this Agreement.

Termination of Services

In the event of termination of this Agreement by either party for any reason, the Client shall within fifteen (15) calendar days of termination pay CP&E for all services rendered and all reimbursable costs incurred by CP&E up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving CP&E not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

• Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

• Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

• Suspension of the Project or CP&E's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

• Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the event of any termination that is not the fault of CP&E, the Client shall pay CP&E, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CP&E in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

September 12, 2025

Mr. Sotir Cristopher
Christopher Planning & Engineering
schristoper@christopherlandplanning.com

RE: Proposal for Landscape Architectural Services for the Charlotte Drive Sidewalk Extension at Verdant

Dear Sotir:

I would like to express my appreciation for the opportunity to provide you with this proposal for the Comprehensive Landscape Architectural Services relative to the Charlotte Drive sidewalk extension at Verdant. This proposal represents a general description of services I feel are necessary for the development of aesthetic and functional plans for this project.

SCOPE OF SERVICES

I. Conceptual Landscape Planning – Sidewalk Extension along Charlotte Drive

Based on the approved site engineering drawings provided by yourself, we will prepare a preliminary Landscape Development Plan for the sidewalk extension along Charlotte Drive. This plan will communicate an overall landscape design scheme for the entire road frontage area which will be presented to you for approval. The suggested conceptual design components illustrated will include the following:

A. A general street tree & landscape planting scheme for the road frontage sidewalk extension will be illustrated and will include:
    1. The suggested street tree locations, character plantings, ornamental grass & shrub masses, lawn areas, & groundcover areas will be shown. The design will pick up from the end of the existing Verdant entrance landscape design and carry the same theme along the proposed sidewalk extension.
    2. All plant types and locations will be provided.

II. Landscape Construction Documents – Sidewalk Extension along Charlotte Drive

Once the conceptual Landscape plan is complete, and approved, we will prepare the Construction Documents. These drawings will consist of the following:

A. The specific selecting and naming of all plant materials will be illustrated.
B. Drawings showing the exact plant location, spacing, sizes and quantities along with a detailed plant schedule of same will be included.
C. Planting details will be provided as necessary.

FEES

Pollock & Associates, Inc. proposes to furnish the services generally described above at the following rates:

ITEM I – CONCEPTUAL LANDSCAPE PLANNING – SIDEWALK EXTENSION ALONG CHARLOTTE DRIVE

Lump Sum $ 1,200.00

ITEM II - LANDSCAPE CONSTRUCTION DOCUMENTS – SIDEWALK EXTENSION ALONG CHARLOTTE DRIVE

Lump Sum $ 500.00

ADDITIONAL STIPULATIONS

1. All travel expenses, copying/blueprinting, delivery services, etc., are considered as reimbursable.
2. Mileage will be billed at a rate of $0.59 per mile.
3. Any additional requested work not described above and not included in original Scope of Services will be billed to you at the rate of $140.00 per hour.

Pollock & Associates, Inc. is confident in its ability to develop comprehensive plans for the sidewalk extension along Charlotte Drive, and we look forward to working with you again.

If this proposal is acceptable, please sign in the space provided and return it to Pollock & Associates, Inc. for our files. Should you have any questions, please give me a call.

Sincerely,

POLLOCK & ASSOCIATES, INC.

Bill Ford

APPROVED: Sotir Christopher
Mr. Sotir Christopher
Christopher Planning & Engineering

DATE: 9-23-2025

cc.: Ms. Cameron Heath
DRB Group

RE: [External] Verdant Sidewalk LDP

ZW

Zac Weisel <zweisel@gunninsurvey.com>
To Cameron Heath; schristopher christopherplanning.com

Reply | Reply All | Forward | ...

Thu 8/14/2025 10:10 AM

Caution: External Email

We'll be at $1500 for the exhibit and legal on that.
Sotir- when you have linework to share in CAD, I can get a rough graphic together for the dedication.

Thanks,

Zac Weisel, PLS | Vice President
Gunnin Land Surveying (Serving GA, FL, SC, NC, TN, AL)
141 Railroad Street - Suite 116, Canton, Georgia 30114
Main: 678-880-7502 Direct: 470-977-3006
zweisel@gunninsurvey.com | www.gunninsurvey.com

INVOICE

GUNNIN SURVEY

141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com

INVOICE TO
Michelle Powell
DRB Group
160 Whitney Street
Fayetteville, GA 30214

INVOICE NO. 25555
TERMS Net 30
DATE 08/31/2025
DUE DATE 09/30/2025

CUSTOMER NAME
DRB Group

PROJECT
Charlotte Drive

ACTIVITY	QTY	RATE	AMOUNT
Offsite surveying for sidewalk extension (12.5 F, 4 CT)			3,060.00

Field (F) = $200/hour
CAD Technician (CT) = $140/hour
Registered Surveyor (RS) = $185/hour
Permitting Tech (PT) = $140/hour

BALANCE DUE **$3,060.00**

Thank you for your business! Contact us at (678) 880-7502

ALGC
A.L. GRADING CONTRACTORS

110 Peachtree Ind. Blvd.
Sugar Hill, Georgia 30518
Phone: 770-945-5059
Fax: 770-945-9378

Fed Id No. 58-2037412 **Utility License No. UC 301804**

DRB Homes
55 Ivan Allen Blvd. Ste. 400
Atlanta GA 30308

September 23, 2025

Phone: 770-615-0711
Attn: Andrew Burk Email: aburk@drbgroup.com

PROPOSAL FOR
Verdant Offsite Extension

Below are prices for the following scopes based on plans dated: **September 10, 2025**
LDP Approved :

CLASSIFIED BASE BID

FINE GRADING	$	32,092.00
EROSION CONTROL	$	13,285.00
DEMOLITION	$	3,254.00
LAYOUT & STAKING	$	1,010.00
STORM SEWER	$	46,313.00
CURB, PAVING, AND SIDEWALK	$	60,711.00
BASE BID TOTAL:	**$**	**156,665.00**

Special Conditions
1. Site Asbuilts are excluded
2. Soil Remediation is Excluded
3. Stripping Topsoil up to 6" is included. Topsoil and or wet material deeper than 6" will be additional.
4. Paving, Curb, and striping is excluded.
5. Price does not include any import or export to balance site.
~~6. Sidewalks and sidewalk grading is excluded.~~

These prices DO NOT include the following:
1. Mass & Trench Rock
~~2. Paving & Curb & Gutter~~
3. Roof Drains & Connections to roof drains
4. Screening of topsoil
5. Permanent Grassing - Other than on slopes
6. Modular Walls & Concrete Walls
7. Relocation of utilities or power lines
8. Shoring, bracing or fencing in any scope
9. Roof drain leaders or tie-ins
10. Irrigation lines
11. Drying of any dirt
12. Reinstallation of Hardscap Signs, Fences or Guardrail
13. Excavation of Footings
14. Meters, fees or impact fees for water or sanitary service.
15. FD Connections on walls
16. Landscaping
17. Relocation of Mechanical Devices,
18. Dumpster Pad Drains or Tie-Ins
19. Catch basin throats & tops
20. Laser Grading for Subgrade
21. Surfacing or infill of Mechanical Yard
22. NPDES monitoring
23. Chimney/Wall Toe Drains Excluded

Verdant Offsite Extension Sitework Breakdown					
Section	Item	QTY	Unit	Unit Rate	Total
GRADING	MANAGEMENT \ MOBILIZATION	1	ea	$ 15,000.00	15,000.00
	BACKFILL, ROW 24" Curb				
	BACKFILL ROW Sidewalk	270	lf	$ 18.60	5,023.00
	ENTRANCE GRADING	270	lf	$ 22.20	5,994.00
	(Remaining grading)	270	lf	$ 22.50	6,075.00
Subtotal					**32,092.00**
EROSION CONTROL	FENCE, Silt 'C' - MAINTAIN	270	lf	$ 4.00	1,080.00
	FENCE, Silt 'C'	270	lf	$ 5.25	1,417.50
	GRASSING, Temporary	1	ac	$ 3,037.50	3,037.50
	Straw Mulch	1	ac	$ 2,650.00	2,650.00
	INLET, SD2-F - Silt Saver	3	ea	$ 350.00	1,050.00
	INLET, SD2-P	3	ea	$ 350.00	1,050.00
	INLET, SD2 MAINTAIN	6	ea	$ 500.00	3,000.00
Subtotal					**13,285.00**
DEMOLITION	ASPHALT	230	sf	$ 5.00	1,150.00
	12" CMP	20	lf	$ 10.00	200.00
	18" FES	1	ea	$ 500.00	500.00
	SAWCUT Asphalt	270	lf	$ 5.20	1,404.00
Subtotal					**3,254.00**
LAYOUT & STAKING	LAYOUT & STAKING	1	ac/ls	$ 1,010.00	1,010.00
Subtotal					**1,010.00**
STORM SEWER	MH, 4'	12	vf	$ 495.00	5,940.00
	MH, Brick Collar	6	ea	$ 625.00	3,750.00
	MH, INVERT 4'	4	ea	$ 575.00	2,300.00
	MH, ROUND to SQUARE 4'	3	ea	$ 525.00	1,575.00
	MH, SLAB, 4'	3	ea	$ 575.00	1,725.00
	MH, TIE-IN to Ex Structure	1	ea	$ 2,750.00	2,750.00
	MH, TOP - JB	1	ea	$ 2,500.00	2,500.00
	PIPE, RCP (III) 18"	264	lf	$ 69.52	18,353.00
	Flush & Clean Storm Drain Lines	264	lf	$ 17.50	4,620.00
	Ex. Utility Locates (Hydrovac)	1	ls	$ 2,800.00	2,800.00
Subtotal					**46,313.00**
CURB, PAVING, SIDEWALK	Traffic Control	1	ls	$ 17,500.00	17,500.00
	24" ROW Curb	270	lf	$ 33.54	9,055.50
	Stone under Curb	270	lf	$ 19.15	5,170.50
	Tops and Throats	3	ea	$ 3,375.00	10,125.00
	Concrete Apron	230	sf	$ 14.50	3,335.00
	Sidewalk - 5' wide - 4"	1350	sf	$ 11.50	15,525.00
Subtotal					**60,711.00**
Total					**156,665.00**

ALGC
A.L. GRADING CONTRACTORS

110 Peachtree Ind. Blvd.
Sugar Hill, Georgia 30518
Phone: 770-945-5059
Fax: 770-945-9378

Fed Id No. : 58-2037412 **Utility License No. : UC 301804**

RFCO #4

TO: **DRB Homes**
55 Ivan Allen Blvd. Suite 400
Atlanta, GA. 30308

Date: November 6, 2025

Description of Work: Sidewalk scope of work was changed to include 18" Arch RCP in lieu of standard 18" RCP per engineer's recommendation.

ATTN: **Andrew Burk**

PROJECT: **Verdant**

Blast No.	Item Description	Quantity	Unit	Price	Amount
1	18" Arch rcp	264	lf	$ 50.00	$ 13,200.00

RFCO Total: $ 13,200.00

Sincerely,

Blake Wood

Blake Wood
Project Manager
A L Grading Contractors, Inc.

Approved 11/7/25:

Andrew Burk

Georgia Power

11675 Wills Road / Bldg # 1
Alpharetta, GA 30009-2032

August 13, 2025

Andrew Burk
Director of Land Development
DRB Group
55 Ivan Allen Jr. Blvd
Suite 400
Atlanta, GA 30308

Re: Charlotte Drive Tract – ROW Lighting / Straight Sale - Updated

Dear Andrew,

Thank you for the opportunity for Georgia Power Company to provide you a ROW lighting proposal for your new Charlotte Drive development located in Alpharetta.

It is our commitment at Georgia Power to provide a lighting system that is top quality and aesthetically pleasing. The system that we provide you will be backed by a proven leader in the lighting business.

This proposal is based on:

- **Installation of 15 – 60 Watt LED Black King Luminaire Post Top Fixtures on 15– 12' Fixture Mounting Height Black Hapco Glenlake Direct Burial Aluminum Poles**
- **Electrical service will be underground to all locations. We will install a lighting panel and a meter pedestal onsite to service the ROW lighting system.**
- **The poles will be located as shown on the attached layout.**
- **It is the customer's responsibility to level the area for trenching between the property line and the roundabout crosswalk.**

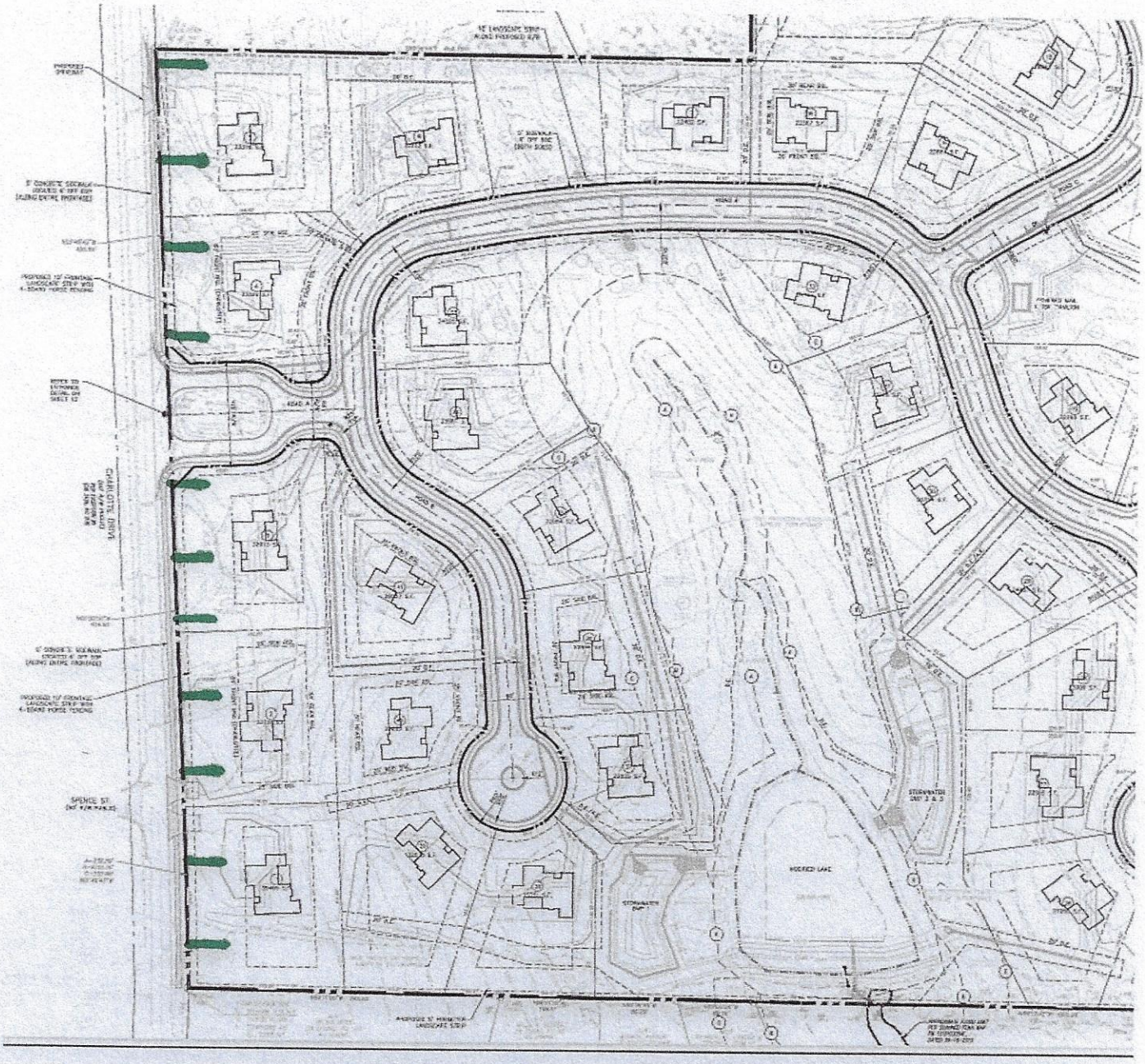
The purchase cost to buy this system is $146,573.98.
Pricing is good for 30 days beginning 8-18-25.

***All** installation, pole and fixture charges are included in the payments above. Installation scope does not include removal of rock or unforeseen obstacles. It is the customer's responsibility to locate any private underground utilities.

I will give you a call to discuss. Thanks!

Sincerely,

William Canady
Lighting Services



— Light Pole

0
Charlotte Dr
100.00 ft
Charlotte Dr
200.00 ft
Charlotte Dr

Lighting Services NEC® Straight Sale (Non-Governmental)

Georgia Power

Project # LP104966

Customer Legal Name ✓ DBA ✓

Service Address 12165 Charlotte Drive Alpharetta GA 30004 County Fulton County

Mailing Address ✓

Email aburk@drbgroup.com Tel # 770-615-0711 Alt Tel #

Tax ID# ✓ Business Description Residential Community

Existing Customer Yes ☐ No ☑ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

GPC Payment / Maintenance Explanation

1) Are Poles Included: ☐ Yes ☑ No
2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☐ None
3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)
4) Other Maintenance Explanation: ☐ Other (Note Below)
5) Payment Terms: ☑ Prepayment
6) Maintenance Term in months: ____

Selected Components

Action	Qty	Wattage	Type	Description
Install	15	60	LED	Post Top
			Total ($)	$146,573.98

Project Notes:

Includes installation of 15-12' Hapco Granville Direct Burial Aluminum Poles, lighting panel, meter pedestal and underground conduit/wiring

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☐ N/A☑

Type	Customer	Tariff	Content
NEC	Non-Gov	Metered	N/A

Customer recognizes that the Individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature ✓	Michael J Busher	Signature	
Print Name ✓	Mike Busher	Print Name	William Canady
Print Title ✓	VP	Print Title	Account Executive
Date ✓	9/24/25	Date	

TERMS and CONDITIONS *(NEC Non-Governmental)*

1. **Lighting Equipment Sale.** **Georgia Power Company** (**"GPC"**) will sell to **"Customer"** (identified on Page 1 of this Sale Agreement (**"Agreement"**)) the **"Equipment"** referenced on Page 1 for use at the stated "Service Address" (the **"Premises"**). The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting through the listed fixtures, unless expressly noted otherwise in *"Project Notes."*

2. **Title and Risk of Loss.** To secure payment in full of all amounts payable by Customer, Customer grants to GPC a purchase money security interest in, and security title to, all Equipment and all proceeds from sale or disposition of the Equipment. Customer agrees to execute any financing statement or other documentation requested by GPC in order to protect and perfect the granted security interest. Customer further authorizes GPC to file any UCC financing statement or other documentation to protect or perfect its security interest, with or without Customer's signature. Risk of loss for the Equipment transfers to Customer when GPC completes start-up and operational testing of the Equipment (**"Completion Date"**). Any claim against GPC for non-delivery or shortage in delivery must be made in writing to GPC within 30 days after the Completion Date. Title to the Equipment will transfer to Customer only upon GPC's receipt of full payment in accordance with this Agreement.

3. **Payment.** GPC will invoice Customer per the terms stated on Page 1 as soon as possible after the Completion Date. Customer agrees to pay the total amount within 20 days of invoice. Customer also agrees to pay a 1.5% late fee on any unpaid balance outstanding past the due date. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors**.

4. **Premises Activity.** Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the **"Installation"**); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items (i) – (iv) collectively, the **"GPC Activity"**). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity. **Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises**.

5. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
   - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC's Installation activity can commence.
   - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences Installation, Customer is responsible for all damages and any resulting delay.
   - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

6. **Limited Maintenance.** GPC will maintain the Equipment and bear the cost of routine repair or replacement (at GPC's option) for all GPC-installed Equipment components for a period of 12 months after Completion Date. Routine repair or replacement excludes damage caused by Customer, weather, or a third party. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (http://outdoorlighting.georgiapower.com).

7. **Disclaimer; Damages.** Except as expressly stated in Section 6, **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any GPC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**.

8. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at GPC's request, defend GPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of GPC.

9. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment, remove the Equipment from the Premises, and seek any other available remedy.

10. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without GPC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "**including**" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Georgia Power

11675 Wills Road / Bldg # 1
Alpharetta, GA 30009-2032

March 18, 2025

Andrew Burk
Director of Land Development
DRB Group
55 Ivan Allen Jr. Blvd
Suite 400
Atlanta, GA 30308

Re: Charlotte Drive Tract – ROW Lighting / Straight Sale

Dear Andrew,

Thank you for the opportunity for Georgia Power Company to provide you a ROW lighting proposal for your new Charlotte Drive development located in Alpharetta.

It is our commitment at Georgia Power to provide a lighting system that is top quality and aesthetically pleasing. The system that we provide you will be backed by a proven leader in the lighting business.

This proposal is based on:

- **Installation of 11 – 60 Watt LED Black King Luminaire Post Top Fixtures on 11– 12' Fixture Mounting Height Black Hapco Glenlake Direct Burial Aluminum Poles**
- **Electrical service will be underground to all locations. We will install a lighting panel and a meter pedestal onsite to service the ROW lighting system.**
- **The poles will be located as shown on the attached layout.**

The purchase cost to buy this system is $116,262.86.
Pricing is good for 30 days beginning 3-24-25.

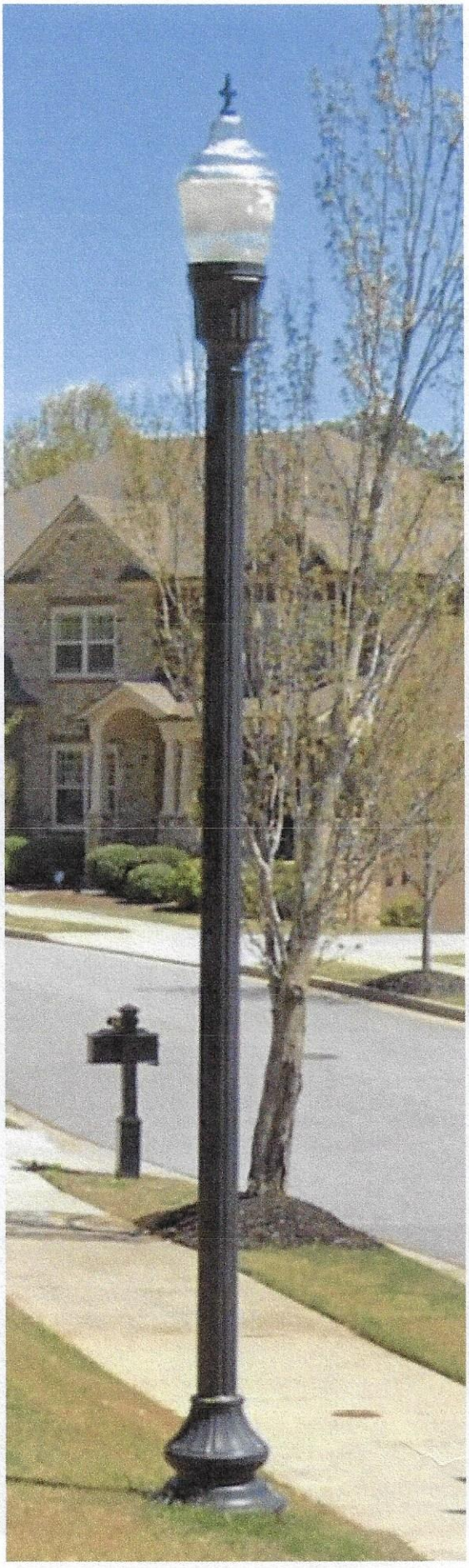
***All** installation, pole and fixture charges are included in the payments above. Installation scope does not include removal of rock or unforeseen obstacles. It is the customer's responsibility to locate any private underground utilities.

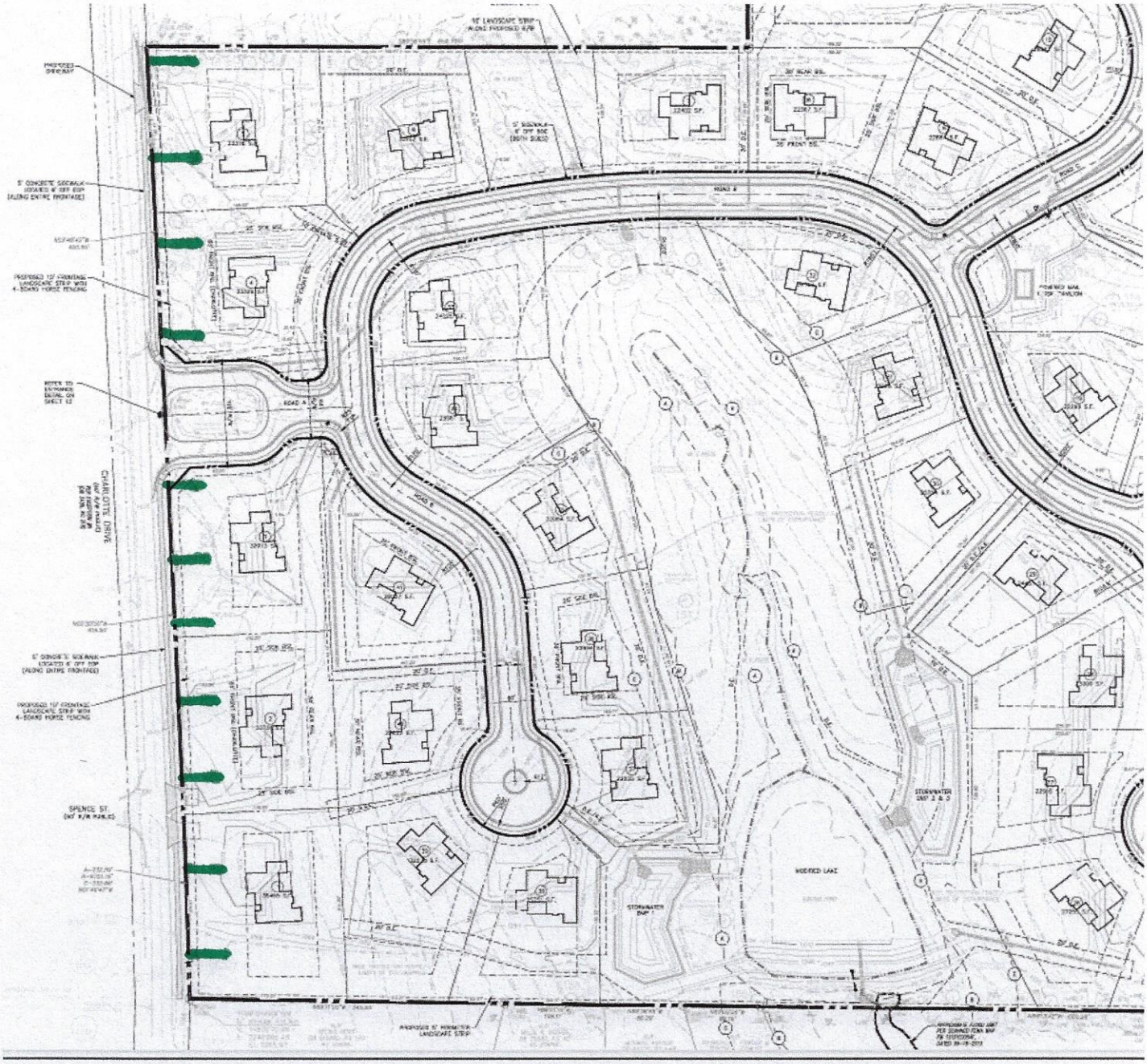
I will give you a call to discuss. Thanks!

Sincerely,

William Canady

William Canady
Lighting Services





— Light Pole

Lighting Services NEC® Straight Sale (Non-Governmental)

Georgia Power

Project # LP104966

Customer Legal Name ✓ DBA ✓

Service Address 12165 Charlotte Drive Alpharetta GA 30004 County Fulton County

Mailing Address ✓

Email aburk@drbgroup.com Tel # 770-615-0711 Alt Tel # ✓

Tax ID# ✓ Business Description Residential Community

Existing Customer Yes ☐ No ☑ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number? _____

GPC Payment / Maintenance Explanation

1) Are Poles Included: ☐ Yes ☑ No

2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☐ None

3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)

4) Other Maintenance Explanation: ☐ Other (Note Below)

5) Payment Terms: ☑ Prepayment

6) Maintenance Term in months: _____

Selected Components				
Action	**Qty**	**Wattage**	**Type**	**Description**
Install	11	60	LED	Post Top
			Total ($)	$116,262.86

Project Notes:
Includes installation of 11-12' Hapco Arlen Direct Burial Aluminum Poles, lighting panel, meter pedestal and underground conduit/wiring

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☐ N/A☐

Type	Customer	Tariff	Content
NEC	Non-Gov	Metered	N/A

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature: ✓	**Signature:**
Print Name: ✓	**Print Name:** William Canady
Print Title: ✓	**Print Title:** Account Exec
Date: ✓	**Date:**

GELM
Georgia Environmental Landscape and Maintenance, Inc.

SOD INSTALLATION PROPOSAL FOR VERDANT, Alpharetta, Ga.

December 10, 2025

We hereby propose to provide all materials and perform all the labor necessary for the completion of a **Landscape Installation**. The service includes the following:

Tree & Sod Installation

Quantity	Description	Size	Cost	Quantity	Description	Size	Cost
. 1000 sq. ft	Bermuda Sod Prepped & Installed				.		

Total Plant Installation…….. $1,348.00

Irrigation Installation

QTY	Description	Size	Quantity	Description	Size

Total Irrigation Installation…….. $ 000.00
( )

1.Due to shortages of material in the market, this estimate is for bidding purposes only. Some items may not be available and substitutions may need to take place.
2. Pricing is good for 60 days and is subject to change based on growers' availability.
3. Bid does not include summer dig fees. Based upon time of install and order, summer dig fees of 15-20% may be added to TREE MATERIAL. Not all material may be able to be Summer Dug

NOTE: This proposal is for a complete irrigation system with 100% coverage of the areas specified. GELM will provide all required mainline, controller, valves, and heads for a complete operational system. Irrigation system will be designed using an IA (Irrigation Association) Certified Irrigation Designer and repaired/installed using an IA (Irrigation Association) Certified Irrigation Contractor.

NOTE: GELM shall perform all normal trench excavation however any excavation Requiring blasting, air tools, Backhoes, or pumping is not covered under this proposal unless clearly stated. All work shall be warranted for material defects and workmanship. for the period of 1 year from completion. No coring, cutting, or patching of any asphalt or concrete or attaching any piping (irrigation or sleeves) to structure, decks or hanging of any piping on any such structure or decks are included in this pricing.

This proposal may be withdrawn if not accepted within 30 days.
****PVC Pricing is expected to rise 18-20% in the next few months****

Notes: **Grade to be within one-tenth of a foot from Final Grade.**
Owner is responsible for all impact fees.
Removal of existing trees is not included in this proposal.
Irrigation price is applicable if the check valve is in place. If installation requires a RPZ and hotbox there will be an additional charge of $2100.00 for a 1" - $2800.00 for a 1.5" RPZ and Hotbox.

WARRANTY:
All material, trees, shrubs and groundcovers installed by Georgia Environmental Landscape & Maintenance, Inc., are warranted for a period of one year from the date of substantial completion to be healthy at the time of installation and to be free from defects resulting from improper installation or improper planting procedures. Any plant materials, which do not survive during the warranty period due to improper installation, improper planting procedure or disease at the time of installation, will be replaced when it is most beneficial to the survival and growth of the replacement plant. Plant material will be replaced only once during the warranty period, and there is no warranty, either written of implied, on the replacement material. Damage to plant material resulting from extreme weather conditions, acts of God, or improper maintenance, are not covered. Owner will provide all maintenance care, including fertilization, watering, etc., as necessary during the one-year period. Any damage caused by neglect, over or under watering, extreme weather conditions, lack of other proper maintenance, or other causes beyond our control, are not the responsibility of Georgia Environmental Landscape & Maintenance, Inc. and are not covered by this warranty. If no Automatic Irrigation system is present, then the above Warranty is null and void.

Respectfully submitted,

Ty King
CEO

PROPOSAL ACCEPTANCE

Accepted: Andrew Burk **Date:** 11/13/25

After recording, please return to:
Jennifer McCall, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Tax parcel: portion of 22 434012760323

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2026, between **SELINA STEWART KENT,** hereinafter called "Grantor," and the **CITY OF ALPHARETTA**, a Georgia municipal corporation, hereinafter called "Grantee." Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WITNESSETH, That, Grantor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING described on Exhibit "A" attached hereto and as further shown on that certain plat attached hereto as Exhibit "B" and incorporated herein by this reference.

TO HAVE AND TO HOLD the said bargained premises, together with all and singulars the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever arising by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on the day and year first above written.

GRANTOR:

By: _____ (SEAL)
Name: Selina Stewart Kent

Signed, sealed and delivered
in my presence, this
30th day of January, 2026.

_____
Witness

_____
Notary Public

My commission expires: 6/19/29

[NOTARY SEAL]

CAMERON HEATH
NOTARY
PUBLIC
FULTON COUNTY, GEORGIA

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE OF
RIGHT OF WAY WARRANTY DEED]

IN WITNESS WHEREOF, the City has hereunto set its hand and seal on the day and year first above written and acknowledged and accepted delivery of the Agreement this ____ day of _____, 20____.

GRANTEE:

CITY OF ALPHARETTA, a municipal corporation of the State of Georgia

By:_____(SEAL)
Jim Gilvin, Mayor

Signed, sealed and delivered
in my presence, this
_____ day of _____, 20___.

_____
Witness

_____
Notary Public

My commission expires: _____

[NOTARY SEAL]

Attest: _____
Lauren Shapiro, City Clerk

Approved as to Content:

_____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Molly Esswein, City Attorney

EXHIBIT A

LEGAL DESCRIPTION
RIGHTS-OF-WAY DEDICATION

All that tract or parcel of land lying and being in Land Lot 1276 of the 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1/2" rebar found at the intersection of the common line of Land Lots 1245 and 1276 with the easterly right of way of Charlotte Drive (right of way varies); thence leaving said Land Lot Line and along said easterly right of way S01°47'25"W for a distance of 120.26 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence leaving said easterly right of way 34.36 feet along the arc of a curve to the left, said curve having a radius of 416.92 feet and being subtended by a chord of S08°06'42"E, 34.36 feet to a point;
thence 23.28 feet along the arc of a curve to the left, said curve having a radius of 431.43 feet and being subtended by a chord of S13°57'11"E, 23.28 feet to a point; thence 80.91 feet along the arc of a curve to the left, said curve having a radius of 287.00 feet and being subtended by a chord of S23°34'31"E, 80.64 feet to a point; thence S45°35'08"E for a distance of 8.89 feet to a concrete monument found (partially buried) at the easterly right of way of Charlotte Drive (right of way varies); thence along said easterly right of way the following courses and distances:
N72°26'09"W for a distance of 13.86 feet to a concrete monument found (partially buried);
N23°08'47"W for a distance of 77.80 feet to a concrete monument found (partially buried);
N13°47'00"W for a distance of 26.72 feet to a point;
N01°47'25"E for a distance of 35.08 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 659 square feet, 0.015 acres.

EXHIBIT B

PLAT OF EASEMENT AREA

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED IS FROM A REAL TIME KINEMATIC GPS SURVEY USING CARLSON BRx7 MULTI-FREQUENCY RECEIVERS, THE RELATIVE POSITIONAL ACCURACY OF WHICH DOES NOT EXCEED 0.1'.

THE DATA SHOWN ON THIS PLAT A CLOSURE PRECISION RATIO OF 1 IN 42,131.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S5 ROBOTIC TOTAL STATION AND A CARLSON BRX7 GNSS RECIEVER.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

THE PURPOSE OF THIS EXHIBIT IS TO REFLECT THE PROPOSED RIGHT OF WAY DEDICATION AS SHOWN HEREON. SOME UTILITIES, INFRASTRUCTURE, BUFFERS AND/OR SITE FEATURES MAY EXIST THAT ARE NOT SHOWN (FOR EXHIBIT CLARITY).

DATE OF FIELD WORK: 08.01.25

THIS IS NOT A RETRACEMENT SURVEY.

REFERENCES

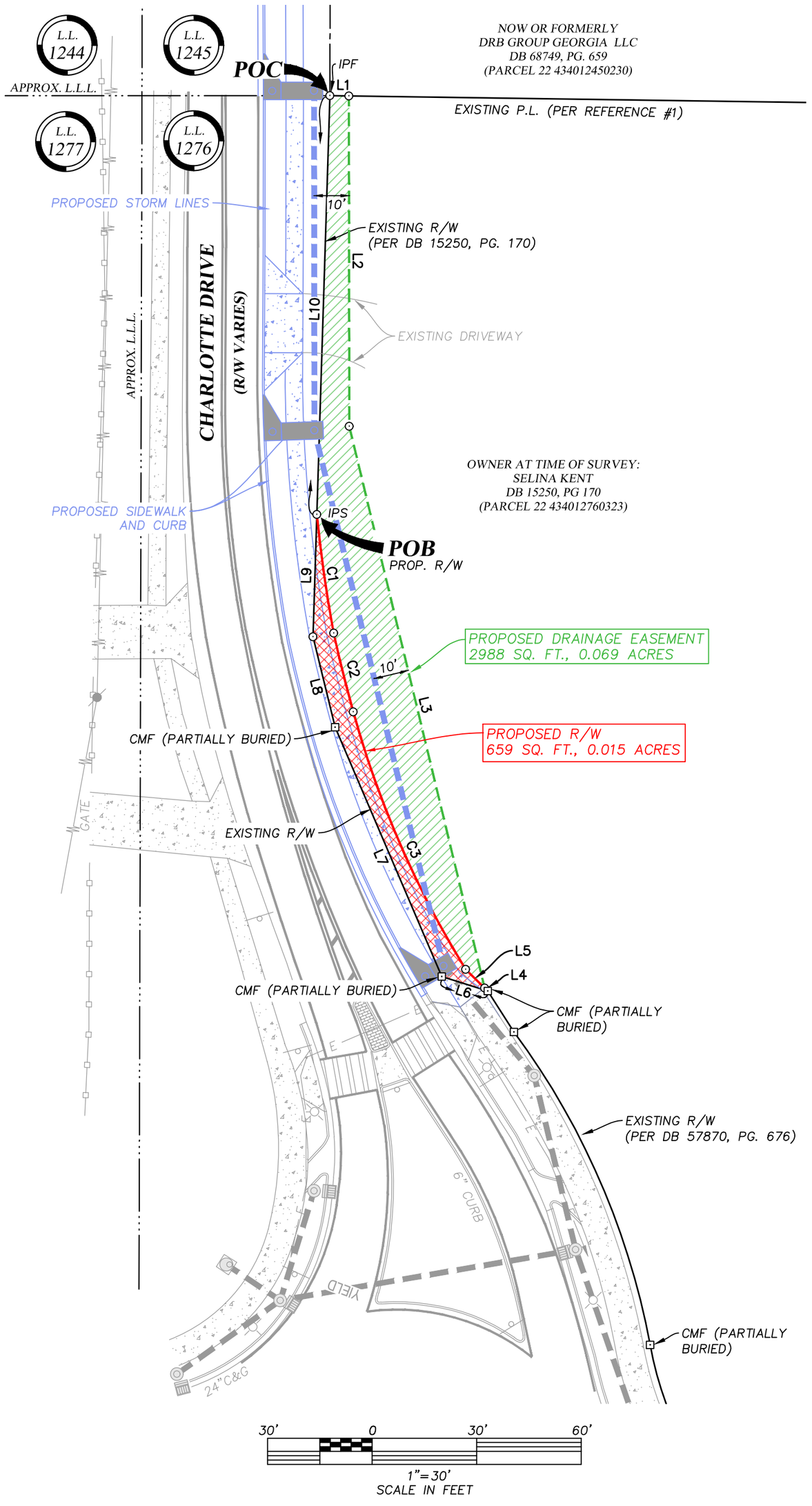
#1-ALTA/NSPS SURVEY FOR DRB GROUP GEORGIA, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY BY BOWMAN CONSULTING GROUP, LTD., DATED APRIL 19, 2024.

SYMBOL LEGEND

IPF	1/2" REBAR FOUND
IPS	1/2" REBAR SET
(42)	ADJOINING LOT NUMBER
(26)	LOT NUMBER
L.L. 1244	LAND LOT NUMBER
	AIR CONDITIONING UNIT
	BENCHMARK
	ELECTRIC METER
	GAS VALVE
GM	GAS METER
	FIRE HYDRANT
WM	WATER METER
	WATER VALVE
	POWER POLE (PP)
	SANITARY SEWER MANHOLE
	TREE

ABBREVIATIONS

BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CONC.	CONCRETE
CTF	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
EX.	EXISTING
EP	EDGE OF PAVEMENT
FEN.	FENCE
L.L.L.	LAND LOT LINE
OTF	OPEN TOP PIPE FOUND
PB	PLAT BOOK
PG.	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT OF WAY
P.L.	PROPERTY LINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°11'00"E	5.46'
L2	S00°03'46"E	94.78'
L3	S13°32'54"E	165.81'
L4	N45°35'08"W	1.25'
L5	N45°35'08"W	7.64'
L6	N72°26'09"W	13.86'
L7	N23°08'47"W	77.80'
L8	N13°47'00"W	26.72'
L9	N01°47'25"E	35.08'
L10	N01°47'25"E	120.26'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	34.36'	416.92'	N08°06'42"W	34.36'
C2	23.28'	431.43'	N13°57'11"W	23.28'
C3	80.91'	287.00'	N23°34'31"W	80.64'

DISCLOSURE AND NOTICE

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THIS DRAWING OR ANY FINDING(S) DOES NOT CONSTITUTE A TITLE OR LEGAL OPINION BY GUNNIN LAND SURVEYING, LLC. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.

ANY PROVIDED CERTIFICATION IS A STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. AS A UNIQUE GRAPHIC PROFESSIONAL WORK, THIS SURVEY IS SUBJECT TO THE COPYRIGHT LAWS OF THE UNITED STATES. THE LATEST DATE OF FIELD SURVEY WORK IS THE DATE APPLICABLE TO PROVISIONS OF STATUTES OF LIMITATION.

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

THIS PLAT WAS RELEASED PRIOR TO APPROVALS BEING OBTAINED. APPROVALS MUST BE OBTAINED PRIOR TO THE RECORDING OF THIS DOCUMENT.

ZACHARY R. WEISEL, GA RLS NO. 3473 DATE

REVISION	DATE

RIGHT OF WAY DEDICATION EXHIBIT FOR:
CITY OF ALPHARETTA

LOCATED IN LAND LOTS 1276
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
NOVEMBER 7, 2025

GUNNIN SURVEY
www.gunninsurvey.com
678.880.7502
141 Railroad Street, Suite 116
Canton, Georgia 30114
Georgia LSF 001033 - Gunnin Land Surveying, LLC

GEORGIA REGISTERED No. 3473 LAND SURVEYOR ZACHARY R. WEISEL

DRAWN BY: ZRW
CHECKED BY: PRW

PROJECT NO. **24067**

SHEET	OF
1	1

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: February 23, 2026

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: February 23, 2026

AGENDA ITEM: MP-26-02 TRATON HOMES/LAKEVIEW PARK MP

The applicant, TPA Group, requests a master plan amendment in order to exchange 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' townhomes on a 6.46-acre site in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview Park Master Plan to allow for the proposed change in development mix. The property is located at 0 Lakeview Parkway, at the southeast corner of Lakeview Parkway and Lake Street.

This item was considered at the February 5, 2026 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 7-0

STAFF RECOMMENDATION:

Approve MP-26-02 Traton Homes/Lakeview Park MP, subject to the following conditions:

1. The following conditions shall replace conditions #3a (office) and #3c (For-Sale Residential) related to File # MP-19-07/Z-19-04/CU-19-09 TPA Group / 360 Tech Village:
   a. 3a. Office – Maximum of 430,080 square feet. Building height shall be limited as depicted on the site plan prepared by Nelson, revised 12/6/2019.
   b. 3c. 'For-Sale' Residential – Up to 87 townhome units and 25 single-family detached homes shall be permitted with a height not to exceed 3-stories. No more than 10% of homes and townhomes shall be permitted to be rented, as recorded in the development covenants.
2. The 6.46-acre site shall be developed substantially similar to the site plan prepared by PEC, revised 1/8/26, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
3. Architectural style and materials of townhome buildings and homes shall be substantially similar to submitted renderings prepared by Caldwell Cline, as approved by Staff. Townhomes and homes shall have 4-sided architecture, materials and details, as approved by Staff. Townhome buildings shall have chimneys on each end of the building and minimum 50% of detached homes shall have chimneys.
4. The side of Lots 1, 11, 12, 19, 20, 29, 30, 38, 39, and 52 that directly abut a street shall be heavily landscaped, as approved by Staff.
5. Subdivision shall not be gated.
6. EcoDistrict measures shall be incorporated into the 6.46-acre subdivision, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
7. Minimum 1.3 acres of open space, as depicted on the site plan prepared by PEC, revised 1/8/26, shall be improved within the development, including decorative hardscape, landscape, amenities, and unique EcoDistrict sculpture. EcoDistrict sculpture shall require approval by the Cultural Arts Commission. Hardscape, landscape and sculpture shall be maintained by the HOA.
8. Green stormwater design techniques shall be utilized to address runoff reduction, as approved by Staff.
9. Privacy fences and unfinished wood decks shall not be visible from the right-of-way.
10. Townhomes and homes shall have connectivity to the public sidewalk system.
11. Developer shall complete the streetscape along the western portion of Lake Street adjacent to the 6.46-acre site, which shall include planter, sidewalk, on-street parking, as approved by Staff. 15 on-street parking spaces shall be designated for Alpha Loop access and shall include signage, as approved by Staff.
12. New internal streets (where sidewalk is depicted adjacent to the street) shall be developed with a minimum 6' planter planted with street trees and minimum 5' sidewalk, as approved by Staff. Decorative pedestrian lighting shall

be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA. Development and street names shall be representative of the North Point EcoDistrict.

13. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.
14. Developer shall plant bare areas of the 20' landscape strip along Lakeview Parkway with trees and shrubs, as approved by Staff.
15. Pedestrian amenities including sidewalks, lighting, and benches shall be included within the development.
16. Cul-de-sac/turnaround near the mail kiosk shall meet the turning requirements of a fire apparatus, as approved by the Fire Marshal.
17. Developer shall be responsible for the maintenance of the sidewalk along Lakeview Parkway.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for an exchange of 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' townhomes on a 6.46-acre site in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview Park Master Plan to allow for the proposed change in development mix. The property is located at 0 Lakeview Parkway, at the southeast corner of Lakeview Parkway and Lake Street.

The subject property is zoned MU (Mixed Use) and subject to the Lakeview Park Master Plan and is located in the North Point Overlay. Surrounding properties are zoned O-I (Office-Institutional) to the north and east and LI (Light Industrial) to the west. The property is bound by Lakeview Parkway and Morrison Parkway to the north, Georgia 400 to the south and Haynes Bridge Road to the east. The comprehensive land use plan designation of the property is Mixed Use, which supports the proposed development mix.

The table below provides a comparison between the applicant's current proposal and previously approved master plan and amendments on the subject property.

	2026 Proposal	**2019 Plan**	**2017 Plan (Revert to 2015)**	**2011/2015 Plan**	**1988 Plan**
Acreage	62.47 acres	62.47 acres	62.47 acres	47.05 acres	45.5 acres
Retail/Rest	31,525 SF	31,525 SF	57,700 SF	100,035 SF	119,700 SF
Residential	367 Units: 255 For-Rent 87 For-Sale TH 25 For-Sale Homes	315 Units: 255 'For-Rent' 60 'For-Sale' TH	417 Units: 276 'For-Rent' 36 'For-Sale' Condo 105 'For-Sale' TH & Detached	470 Units: 445 'For-Sale' Condo 25 'For-Sale' TH	0
Density	5.87 du/ac	5.04 du/ac	6.68 du/ac	10 du/ac	0
Hotel	0	0	0	211 rooms	200 rooms
Office	430,080 SF	630,080 SF	664,400 SF	447,200 SF	1,015,520 SF
Open/Park	33.58 acres	32.28 acres	31.96 acres	11.08 acres	N/A

The applicant provided a comparison of the current and proposed master plan to confirm compliance with the MU minimum use percentages. The master plan remains compliant with the MU district requirements with the proposed development exchange.

Previously proposed (MP-19-07/Z-19-04/CU-19-09)			With change in Master Plan (this proposal)			Change
Use	Use Floor Area (in SF)	% of Site	Use	Use Floor Area (in SF)	% of Site	
Commercial	211,948	10%	Commercial	211,948	10%	None
Office	1,015,143	48%	Office	815,143	40%	Less 200,000 SF
Residential	544,766	26%	Residential	653,366	32%	Plus 108,600 SF
Public Space	351,931	17%	Public Space	351,931	17%	None
Total Approved Floor Area	**2,123,788**	100%	**Total Proposed Floor Area**	**2,032,388**	100%	Less 91,400 SF

SITE PLAN

The submitted site plan depicts 27 'For-Sale' townhome units and 25 'For-Sale' single-family detached homes on a 6.46-acre parcel in the Lakeview Park mixed-use development. The 25 detached homes have frontage along Lake Street with the townhomes situated in the center of the development, as well as two (2) townhome buildings along a short section of Lake Street connecting to Lakeview Parkway. Townhomes and homes are depicted to be three (3) stories, approximately 22' wide with rear entry garages. Detached lots have a minimum lot width of 32', average lot size of 3,100 square feet and minimum lot size of 2,500 square feet. All units have access from a private alley which will be maintained by the HOA. Homes and townhomes have a 35' setback on Lake Street and 65' setback on Lakeview Parkway. Five-foot (5') sidewalks are depicted throughout the development.

Unified Development Code (UDC) Parking regulations and North Point Overlay require 105 parking spaces for the 27 townhomes (81 spaces) and 25 detached homes (50 spaces). The North Point Overlay requires a twenty percent (20%) reduction in parking for all uses. Each townhome and home will accommodate two (2) side-by-side parking spaces in a garage, as well as two (2) spaces on a code-compliant driveway, for a total of 208 parking spaces. In addition, 24 guest parking spaces are depicted within the development.

The Lakeview Park Master Plan includes 32.3 acres of open space, which exceeds the City's minimum requirements in the MU zoning district and North Point Overlay. The proposed residential subdivision includes approximately 1.3 acres of amenity space for the future residents of the community, which exceeds the minimum fifteen percent (15%), or 0.97 acres, required in the North Point Overlay. The site plan depicts linear open space along Lakeview Parkway and Lake Street with a community amenity area located at the center of the development.

The property was previously cleared and graded with the initial installation of infrastructure for the mixed-use development. The only remaining trees on the 6.46-acre parcel are the trees along Lakeview Parkway, which will remain. Stormwater management will be handled through a master stormwater system that supports the mixed-use development.

RENDERINGS

Renderings provided by the applicant depict the townhomes and detached homes to be three (3) stories with brick and stone as the primary exterior material, and board and batten mixed accents. All units and homes have porches and/or elevated decks or balconies and dormers are utilized to break up the roofline.

TRAFFIC

The applicant provided a trip generation report, which shows that the 27 townhomes and 25 detached homes would generate approximately 35 AM Peak Hour trips and 41 PM Peak Hour trips. As compared to the 200,000 square foot office building, the proposed residential development would result in a reduction of 209 AM Peak Hour trips and reduction of 188 PM Peak Hour trips.

TABLE 5 – TRIP GEN COMPARISON FOR PROPOSED RESIDENTIAL VS. PREVIOUSLY APPROVED OFFICE LAND-USE DEVELOPMENT (12TH EDITION)										
Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Proposed Single-Family Housing	210 & 215	25 + 27 Units	404	203	201	35	9	26	41	25	16
Previously Approved Office Land-Use	710	200,000 sf	1,444	722	722	244	215	29	229	37	192
Difference			-1,040	-519	-521	-209	-208	-3	-188	-12	-176
Difference %			-257%	-255%	-259%	-597%	-2311%	-11%	-459%	-48%	-1100%

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 27 Townhomes & 25 Detached Homes

School	Single Family Average #
Hembree Springs Elementary School	3 to 13 students
Northwestern Middle School	0 to 6 students
Milton High School	2 to 14 students
TOTAL	5 to 33 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 5 – 33 school age children. Numbers provided by Fulton County Schools show that Northwestern Middle School and Milton High School have enrollments that exceed capacity.

STANDARDS FOR MASTER PLAN AMENDMENTS

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

A. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The zoning proposal would permit 'For-Sale' residential uses, which are already allowed in the Lakeview Park Master Plan. The proposed density is below the maximum density permitted in the MU district and less than the density approved with the 2017 master plan amendment on the property. The proposed development mix complies with the minimum use percentages in the MU district.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The zoning proposal would not adversely affect the existing use of adjacent or nearby properties. The proposed master plan amendment would permit additional 'For-Sale' residential uses, which are already allowed in the Lakeview Park Master Plan. The proposed density is below the maximum density permitted in the MU district and less than the density approved with the 2017 master plan amendment on the property. The proposed development mix complies with the minimum use percentages in the MU district.

C. Whether the zoning proposal will adversely affect the natural environment.

Response: The 6.46-acre parcel proposed for residential development was cleared and graded with the initial installation of infrastructure for the mixed-use development. Trees saved along Lakeview Parkway will not be impacted by the applicant's proposal.

D. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The 6.46-acre parcel is approved for 200,000 square feet of office. With the requested amendment, 430,080 square feet of office would be permitted, of which approximately 262,000 square feet already exists. The master plan remains compliant with the minimum 25% office requirement in the MU zoning district.

E. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The proposal would not have significant impacts on public facilities and services. The applicant's proposal would increase the demand on recreation and parks. However, the proposed development includes amenities and open space for its residents, which is in addition to the 32 acres of open space in the Lakeview Park mixed-use development. The proposal would have significantly less impact on traffic than the current approval of the property.

F. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: The zoning proposal would bring additional housing to the area, bringing people closer to goods and services and where they work.

G. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality, or general welfare against the right to unrestricted use of property.

Response: The proposal reflects a reasonable balance by adding to the walkable, connected environment in the Lakeview Park mixed-use development. The zoning proposal would bring additional housing to the area, bringing people closer to goods and services and where they work without significant impacts on public facilities and services.

H. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The 6.46-acre parcel is approved for 200,000 square feet of office. With the requested amendment, there would remain 430,080 square feet of office, of which approximately 262,000 square feet is existing. The master plan remains compliant with the minimum 25% office requirement in the MU zoning district.

I. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the subject property is 'Mixed Use', which supports the applicant's request.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment. The proposal is suitable given the use and development of adjacent property, which is primarily developed as a mixed-use development. 'For-Sale' residential use is already allowed in the Lakeview Park Master Plan, and the proposed density is below the maximum density permitted in the MU district and less than the density approved with the 2017 master plan amendment on the property. The zoning proposal would bring additional housing to the area, bringing people closer to goods and services and where they work without significant impacts on public facilities and services. In addition, the proposed development mix complies with the minimum use percentages in the MU district.

CITIZEN PARTICIPATION PLAN

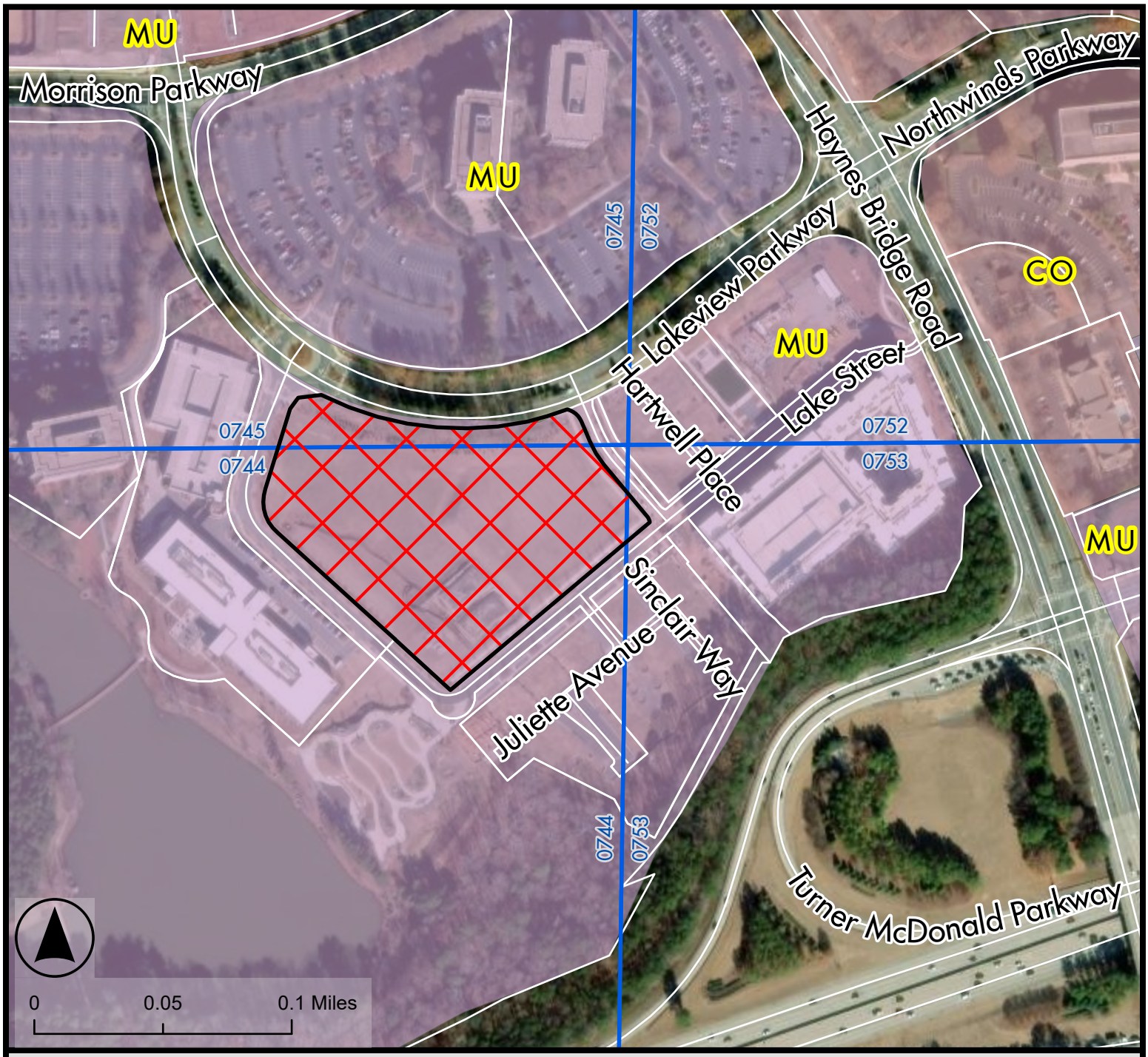
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that there were several questions at the CZIM regarding what happens to the office building, will sidewalks remain, for-sale or for-rent product, square footage and price points, amenities, timing of development, and stormwater.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on January 14, 2026. There were no public comments on the sign-in sheet.

ATTACHMENTS:
• Map Series • Updated Information • CZIM • Citizen Part B • Application

MP-26-02



Future Land Use Map

Lakeview Park MP Traton Homes

MP-26-02

D/LL: 1/2/0797 & 0798

PC: 2/5/2026

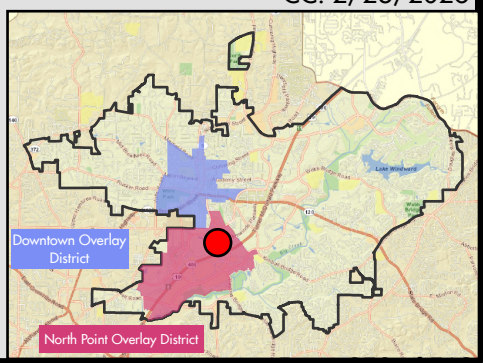
CC: 2/23/2026

Legend

- MP-26-02
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

- Corporate Office
- Mixed Use

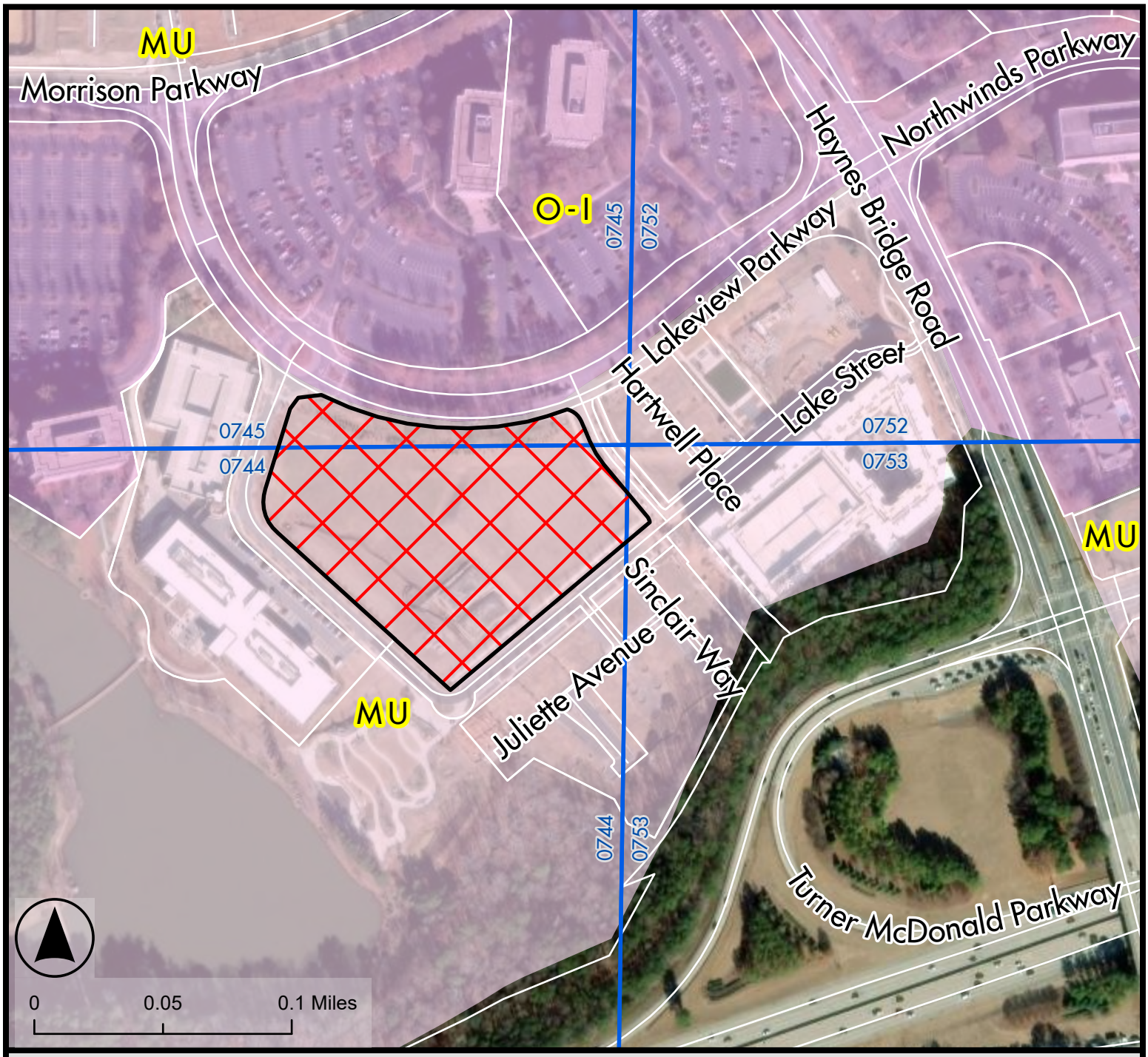


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-02



Legend

- MP-26-02
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- MU Mixed Use
- O-I Office Institutional

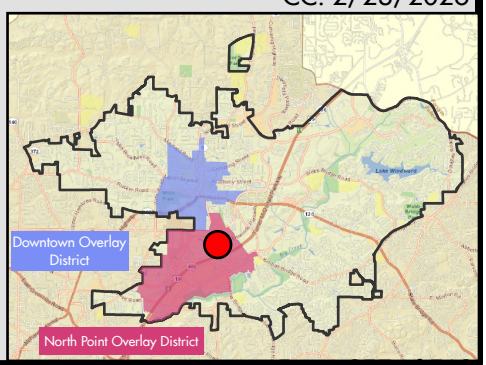
Zoning Map

Lakeview Park MP Traton Homes

MP-26-02

D/LL: 1/2/0797 & 0798

PC: 2/5/2026
CC: 2/23/2026

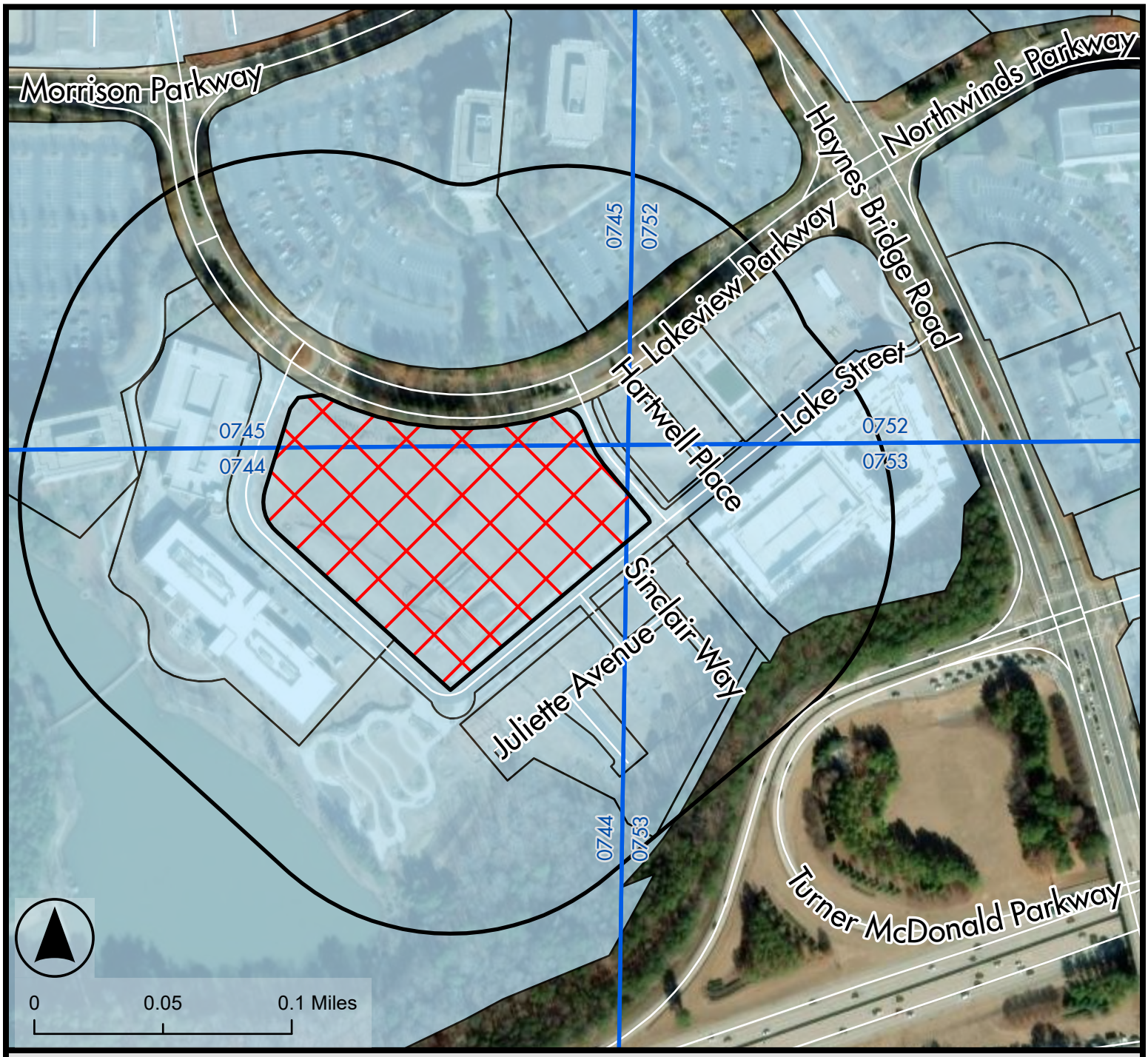


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-02



Location Map

Lakeview Park MP Traton Homes

MP-26-02

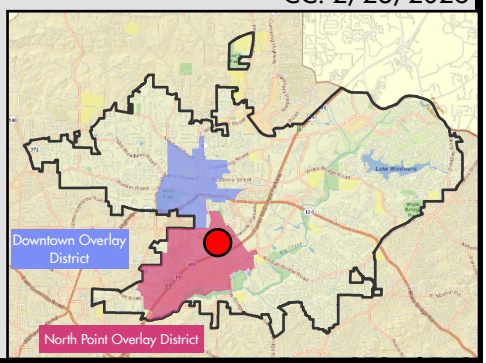
D/LL: 1/2/0797 & 0798

PC: 2/5/2026

CC: 2/23/2026

Legend

- MP-26-02
- Land Lots
- Tax Parcels
- 500 ft Buffer
- Alpharetta City Limits

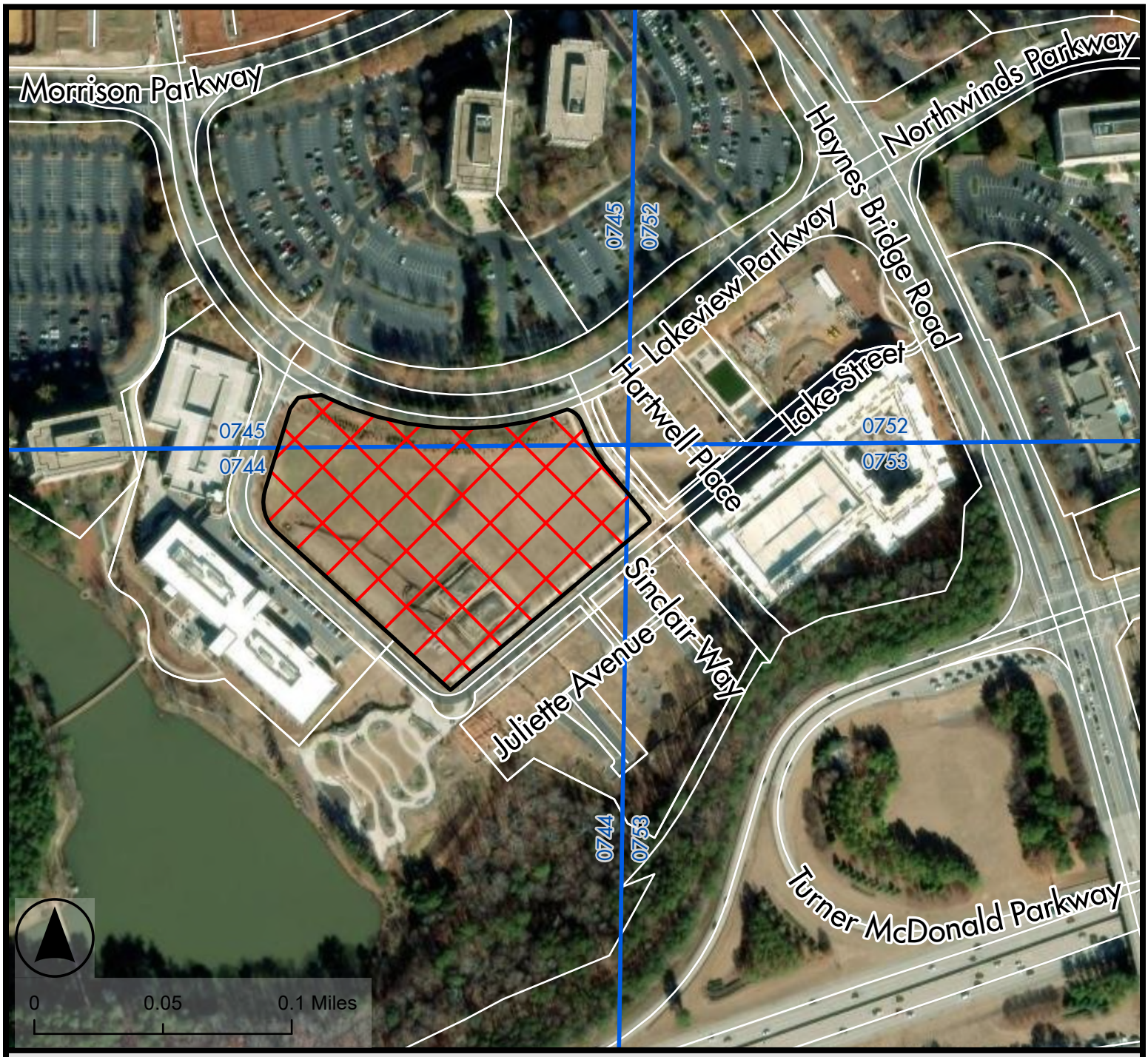


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-02



Aerial Map

Lakeview Park MP Traton Homes

MP-26-02

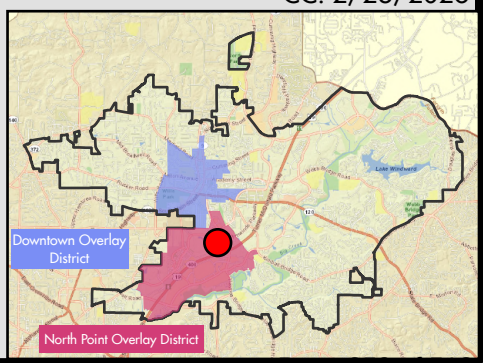
D/LL: 1/2/0797 & 0798

PC: 2/5/2026

CC: 2/23/2026

Legend

- MP-26-02
- Land Lots
- Tax Parcels
- Alpharetta City Limits

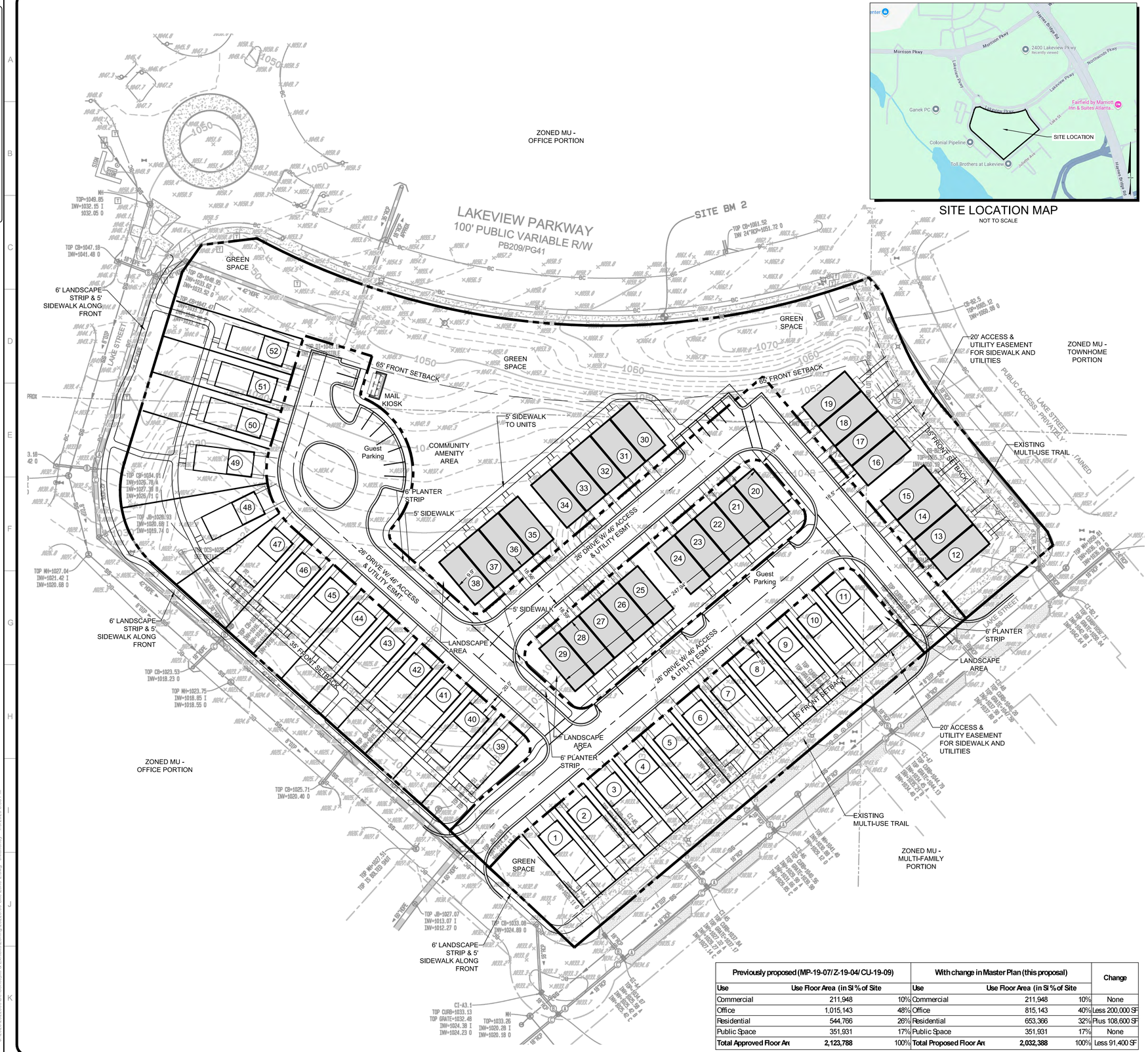


THE CITY OF ALPHARETTA GEORGIA

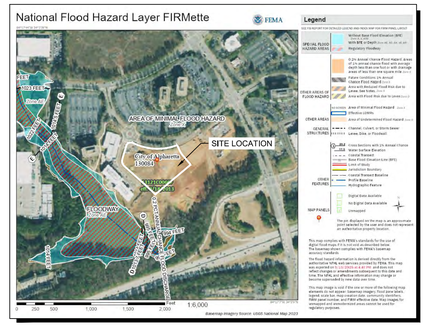
Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative.



SITE LOCATION MAP
NOT TO SCALE



FEMA FIRM MAP
NOT TO SCALE

SITE DATA:	
DEVELOPMENT SITE AREA	6.468 ACRES
OVERALL SITE TOTAL AREA	62.47 ACRES
ZONING	
EXISTING ZONING	MU
PROPOSED ZONING	MU
ZONING JURISDICTION	CITY OF ALPHARETTA, GEORGIA
ZONING OVERLAY	NORTHPOINT OVERLAY
PROPERTY SETBACK/BUFFER REQUIREMENTS	
FRONT SETBACK	65 FEET (LAKEVIEW PARKWAY)
SIDE SETBACK	35 FEET
REAR SETBACK	N/A
SINGLE FAMILY DETACHED LOT SETBACKS	
FRONT YARD SETBACK	10 FEET
SIDE YARD SETBACK	4 FEET
MAJOR SIDE YARD SETBACK (SIDE STREET)	5 FEET
REAR YARD SETBACK	0 FEET WITH ALLEY
SINGLE FAMILY ATTACHED LOT SETBACKS	
FRONT / SIDE / REAR SETBACKS PER LOT	0 FEET
DEVELOPMENT STANDARDS	
MAX. HEIGHT OF BUILDINGS	40 FEET
MAX. PRINCIPAL BUILDING COVERAGE	75% IMPERVIOUS COVERAGE (SITE)
MIN. FLOOR AREA PER DWELLING UNIT	1,800 SF
DEVELOPMENT STANDARDS DETACHED	
DETACHED REAR LOADED HOMES PROVIDED	25 UNITS
REAR LOADED HOME LOT SIZE MIN.	2,500 SF
AVERAGE LOT SIZE	3,100 SF
REAR LOADED HOME LOT WIDTH MIN.	32 FEET
DEVELOPMENT STANDARDS ATTACHED	
REAR LOADED ATTACHED HOMES PROVIDED	27 UNITS
REAR LOADED ATTACHED HOME LOT SIZE MIN.	1,350 SF
REAR LOADED ATTACHED HOME LOT WIDTH MIN.	22 FEET
DEVELOPMENT STANDARDS ATTACHED	
PREVIOUSLY APPROVED DENSITY	315 UNITS (244 Multi-family / 60 Towns)
TOTAL RESIDENTIAL DENSITY OVERALL	5.04 UNITS/ACRE
NEW RESIDENTIAL HOMES PROVIDED	52 UNITS
TOTAL RESIDENTIAL DENSITY	367 UNITS
OVERALL TOTAL SITE DENSITY	5.87 UNITS/ACRE
SITE DENSITY PROVIDED	6.47 DUA (52 UNITS)
MAX DENSITY ALLOWED IN DISTRICT	8 UNITS PER ACRE
PARKING REQUIREMENTS	
MIN. PARKING REQUIRED	104 SPACES (1 SP/ BEDROOM) Attached - 81 Beds / Detached - 100 beds = 181 sp.
GUEST PARKING REQUIRED	1SP/20 UNITS / 52 UNITS = 3 SPACES
GUEST PARKING PROVIDED	15 SPACES
HOME PARKING PROVIDED	208 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
TOTAL PARKING PROVIDED	223 SPACES (4.15 SP/UNIT)
OPEN SPACE REQUIREMENTS	
MINIMUM OPEN SPACE REQUIRED	.65 ACRES (10% OF TOTAL SITE AREA)
GREEN SPACE TOTAL	1.32 ACRES (20.4% OF TOTAL SITE AREA)

Previously proposed (MP-19-07/ Z-19-04/ CU-19-09)			With change in Master Plan (this proposal)			Change
Use	Use Floor Area (in SI % of Site		Use	Use Floor Area (in SI % of Site		
Commercial	211,948	10%	Commercial	211,948	10%	None
Office	1,015,143	48%	Office	815,143	40%	Less 200,000 SF
Residential	544,766	26%	Residential	653,366	32%	Plus 108,600 SF
Public Space	351,931	17%	Public Space	351,931	17%	None
Total Approved Floor Are	**2,123,788**	100%	**Total Proposed Floor Are**	**2,032,388**	100%	Less 91,400 SF

Zoning Notes:

24 HOUR CONTACT:
TYLER WAKEFIELD

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

LAKEVIEW PKWY.

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

LAKEVIEW PKWY. & LAKE STREET
ALPHARETTA, GEORGIA 30009

CITY OF ALPHARETTA JURISDICTION

FOR

TPA GROUP

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION
*1	01-08-2026	KW	CITY COMMENTS

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN

0 20 40 80 120

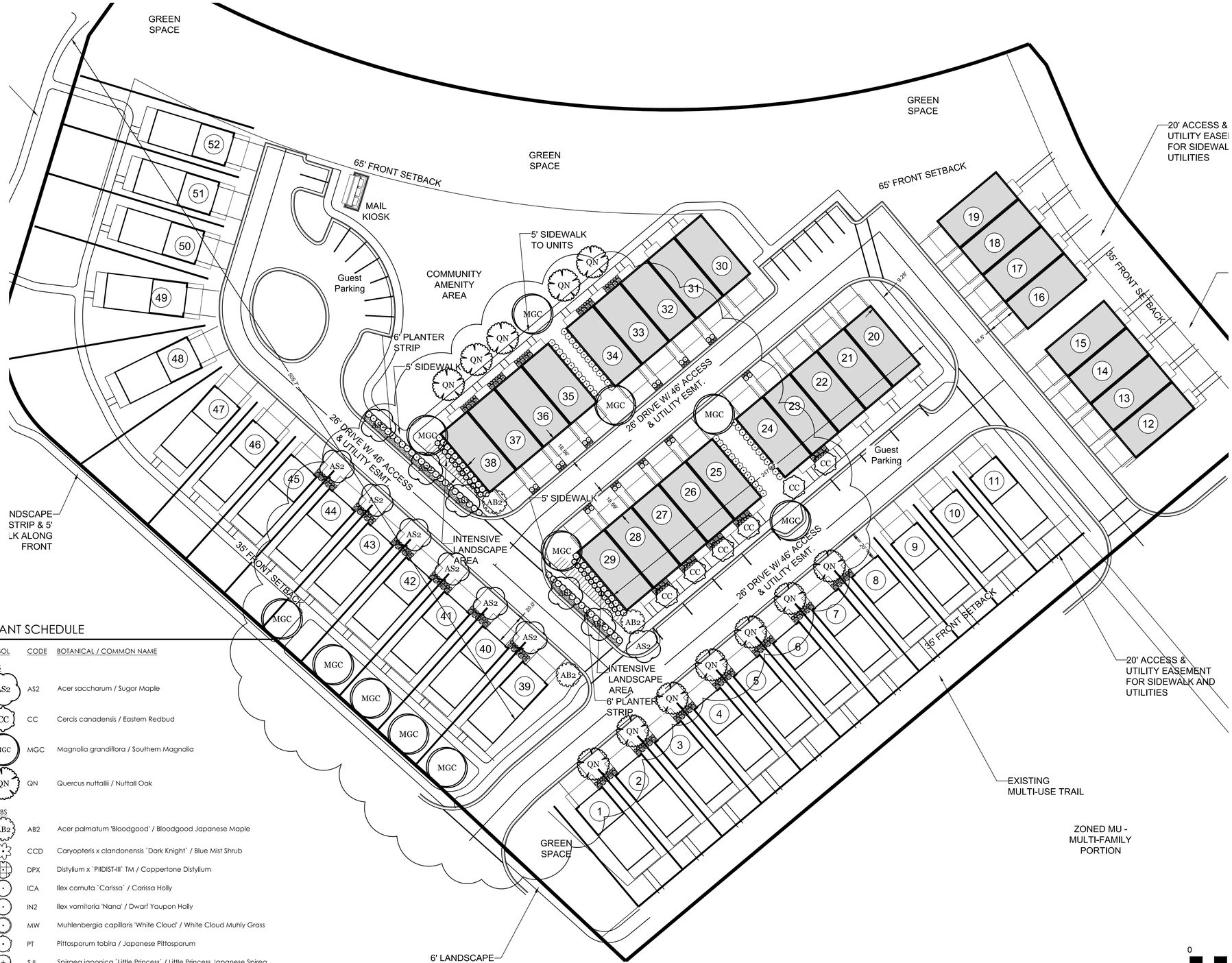
SCALE: 1" = 40'
DATE: 12/1/2025
PROJECT: 25225.00

GRID NORTH
GEORGIA WEST ZONE

Z1
SHEET

J:\2025\25225\00\Civil\Concepts & Exhibits\Zoning\25225.00-Site Zone-2.dwg - JMahoney - 1/9/2026 5:35 PM

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative.



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME
TREES		
AS2	AS2	Acer saccharum / Sugar Maple
CC	CC	Cercis canadensis / Eastern Redbud
MGC	MGC	Magnolia grandiflora / Southern Magnolia
QN	QN	Quercus nuttallii / Nuttall Oak
SHRUBS		
AB2	AB2	Acer palmatum 'Bloodgood' / Bloodgood Japanese Maple
	CCD	Caryopteris x clandonensis `Dark Knight` / Blue Mist Shrub
	DPX	Distylium x `PIIDIST-III` TM / Coppertone Distylium
	ICA	Ilex cornuta `Carissa` / Carissa Holly
	IN2	Ilex vomitoria 'Nana' / Dwarf Yaupon Holly
	MW	Muhlenbergia capillaris 'White Cloud' / White Cloud Muhly Grass
	PT	Pittosporum tobira / Japanese Pittosporum
	SJL	Spiraea japonica `Little Princess` / Little Princess Japanese Spirea
	TOS	Thuja occidentalis `Smaragd` / Emerald Green Arborvitae
GROUND COVERS		
	LM	Liriope muscari / Lily Turf
	TA	Trachelospermum asiaticum / Asiatic Jasmine

0 30 60 90 FEET
1" = 30'

GEORGIA811 www.Georgia811.com Know what's below. Call before you dig.

24 HOUR CONTACT: TYLER WAKEFIELD

GEORGIA811 www.Georgia811.com Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

LAKEVIEW PKWY.

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

LAKEVIEW PKWY. & LAKE STREET
ALPHARETTA, GEORGIA 30009

CITY OF ALPHARETTA JURISDICTION

FOR

TRATON HOMES

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

TYPICAL LANDSCAPE EXHIBIT

SCALE:
DATE: 01/09/2026
PROJECT: 25225.00

GRID NORTH
GEORGIA WEST ZONE

L1.00
SHEET

J:\2025\25225000\Dsk\LandArch\25225.00 - L1 - LANDSCAPE.dwg - AJohnson - 1/9/2026 5:13 PM

LAKEVIEW PARKWAY TOWNHOME DEVELOPMENT

Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

JANUARY 2026

Table of Contents

Page

3 Black & White Site Plan

4 Site Plan Rendering

5 Landscaping Detail

6 A Liveable Community - Views & Experiences

7 Vicinity Map

8 Trail & Boardwalk

9 Community Park Space

10 Neighboring Communities

11 The Vision

12 View (1) of Detached Townhomes Fronting Lake Street

13 View (2) of Detached Townhomes Fronting Lake Street

14 Intersection of Lake Street and Lakeview Parkway

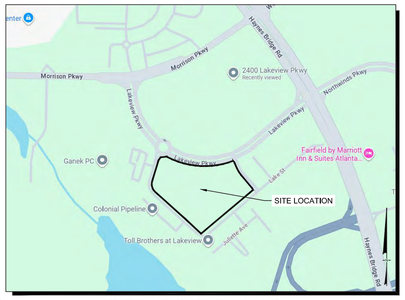
15 View (1) of Community Area & Green Space from Lakeview Parkway

16 View (2) of Community Area & Green Space from Lakeview Parkway

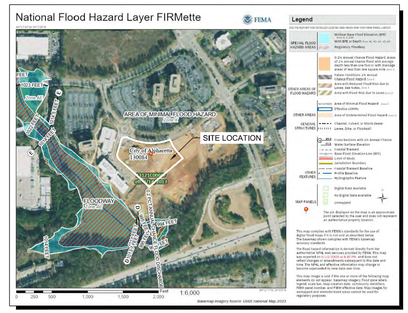
17 View (3) of Community Area & Green Space from Lakeview Parkway

18 Aerial View of Community Area & Attached and Detached Townhomes

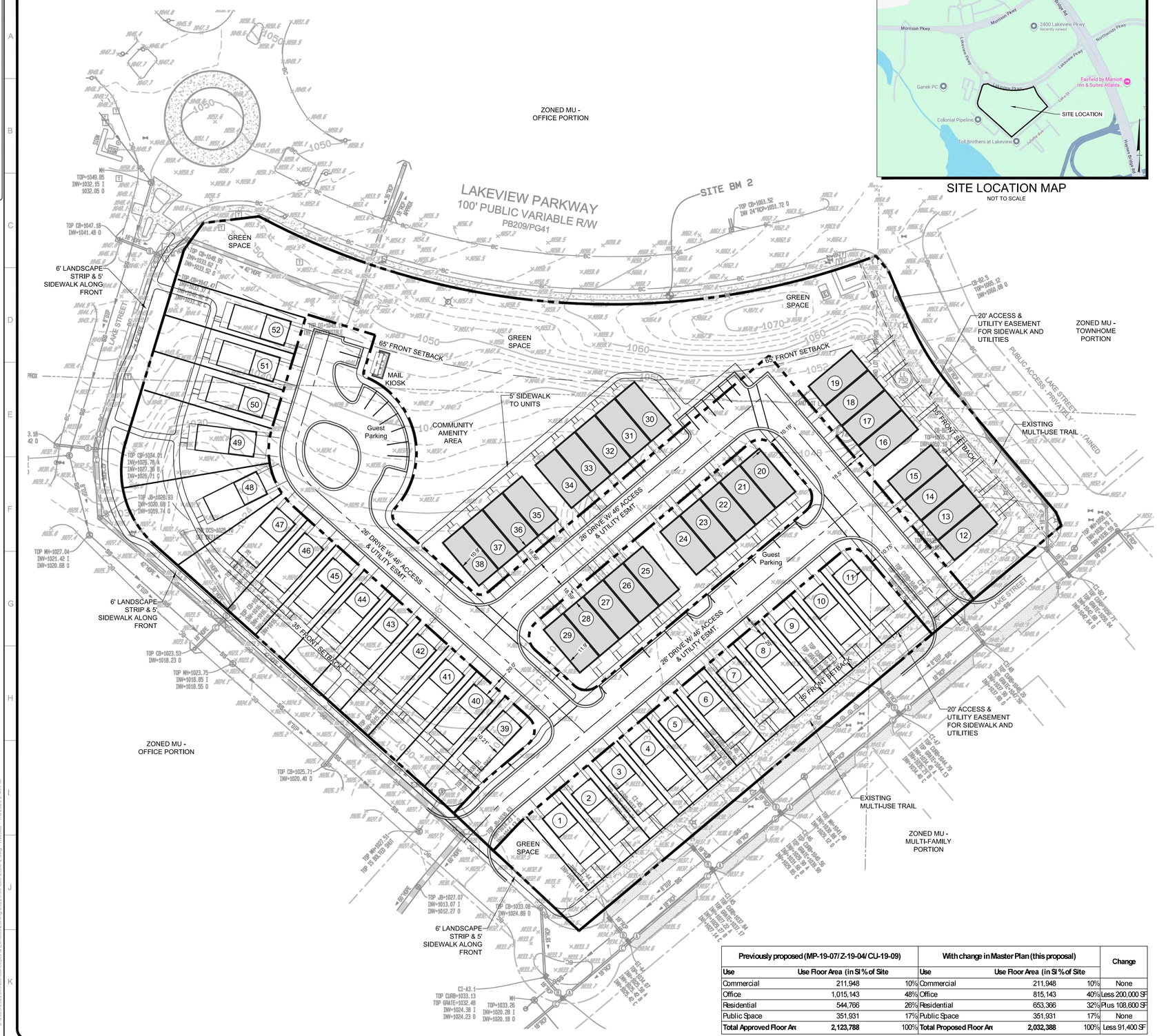
This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative



SITE LOCATION MAP
NOT TO SCALE



FEMA FIRM MAP
NOT TO SCALE



Previously proposed (MP-19-07/ Z-19-04/ CU-19-09)			With change in Master Plan (this proposal)			Change
Use	Use Floor Area (in SI % of Site		Use	Use Floor Area (in SI % of Site		
Commercial	211,948	10%	Commercial	211,948	10%	None
Office	1,015,143	48%	Office	815,143	40%	Less 200,000 SF
Residential	544,766	26%	Residential	653,366	32%	Plus 108,600 SF
Public Space	351,931	17%	Public Space	351,931	17%	None
Total Approved Floor Are	2,123,788	100%	Total Proposed Floor Are	2,032,388	100%	Less 91,400 SF

SITE DATA:	
DEVELOPMENT SITE AREA	6.468 ACRES
OVERALL SITE TOTAL AREA	62.47 ACRES
ZONING	
EXISTING ZONING	MU
PROPOSED ZONING	MU
ZONING JURISDICTION	CITY OF ALPHARETTA, GEORGIA
ZONING OVERLAY	NORTHPOINT OVERLAY
PROPERTY SETBACK/BUFFER REQUIREMENTS	
FRONT SETBACK	65 FEET (LAKEVIEW PARKWAY)
SIDE SETBACK	35 FEET
REAR SETBACK	N/A
SINGLE FAMILY DETACHED LOT SETBACKS	
FRONT YARD SETBACK	10 FEET
SIDE YARD SETBACK	4 FEET
MAJOR SIDE YARD SETBACK (SIDE STREET)	5 FEET
REAR YARD SETBACK	0 FEET WITH ALLEY
SINGLE FAMILY ATTACHED LOT SETBACKS	
FRONT / SIDE / REAR SETBACKS PER LOT	0 FEET
DEVELOPMENT STANDARDS	
MAX. HEIGHT OF BUILDINGS	40 FEET
MAX. PRINCIPAL BUILDING COVERAGE	75% IMPERVIOUS COVERAGE (SITE)
MIN. FLOOR AREA PER DWELLING UNIT	1,800 SF
DEVELOPMENT STANDARDS DETACHED	
DETACHED REAR LOADED HOMES PROVIDED	25 UNITS
REAR LOADED HOME LOT SIZE MIN.	2,500 SF
AVERAGE LOT SIZE	3,100 SF
REAR LOADED HOME LOT WIDTH MIN.	32 FEET
DEVELOPMENT STANDARDS ATTACHED	
REAR LOADED ATTACHED HOMES PROVIDED	27 UNITS
REAR LOADED ATTACHED HOME LOT SIZE MIN.	1,350 SF
REAR LOADED ATTACHED HOME LOT WIDTH MIN.	22 FEET
DEVELOPMENT STANDARDS ATTACHED	
PREVIOUSLY APPROVED DENSITY	315 UNITS (244 Multi-family / 60 Towns)
TOTAL RESIDENTIAL DENSITY OVERALL	5.04 UNITS/ACRE
NEW RESIDENTIAL HOMES PROVIDED	52 UNITS
TOTAL RESIDENTIAL DENSITY	367 UNITS
OVERALL TOTAL SITE DENSITY	5.87 UNITS/ACRE
SITE DENSITY PROVIDED	6.47 DUA (52 UNITS)
MAX DENSITY ALLOWED IN DISTRICT	8 UNITS PER ACRE
PARKING REQUIREMENTS	
MIN. PARKING REQUIRED	104 SPACES (1 SP/ BEDROOM) Attached - 81 Beds / Detached - 100 beds = 181 sp.
GUEST PARKING REQUIRED	1SP/20 UNITS / 52 UNITS = 3 SPACES
GUEST PARKING PROVIDED	15 SPACES
HOME PARKING PROVIDED	208 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
TOTAL PARKING PROVIDED	223 SPACES (4.15 SP/UNIT)
OPEN SPACE REQUIREMENTS	
MINIMUM OPEN SPACE REQUIRED	.65 ACRES (10% OF TOTAL SITE AREA)
GREEN SPACE TOTAL	1.32 ACRES (20.4% OF TOTAL SITE AREA)

Zoning Notes:

24 HOUR CONTACT:
TYLER WAKEFIELD

GEORGIA811 www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
PEC+ 60 YEARS
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

LAKEVIEW PKWY.

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

LAKEVIEW PKWY. & LAKE STREET
ALPHARETTA, GEORGIA 30009

CITY OF ALPHARETTA JURISDICTION

FOR

TPA GROUP

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION
*1	01-08-2026	KW	CITY COMMENTS

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN

0 20 40 80 120

SCALE: 1" = 40'
DATE: 12/1/2025
PROJECT: 25225.00

GRID NORTH
GEORGIA WEST ZONE

Z1
SHEET

* COMMUNITY AMENITY LAYOUT & LANDSCAPE DESIGN ARE FOR ILLUSTRATIVE PURPOSES ONLY.

360 STUDIO LANDSCAPE ARCHITECTURE

PEC+ 60 YEARS Planners & Engineers Collaborative+

LAKEVIEW PARKWAY

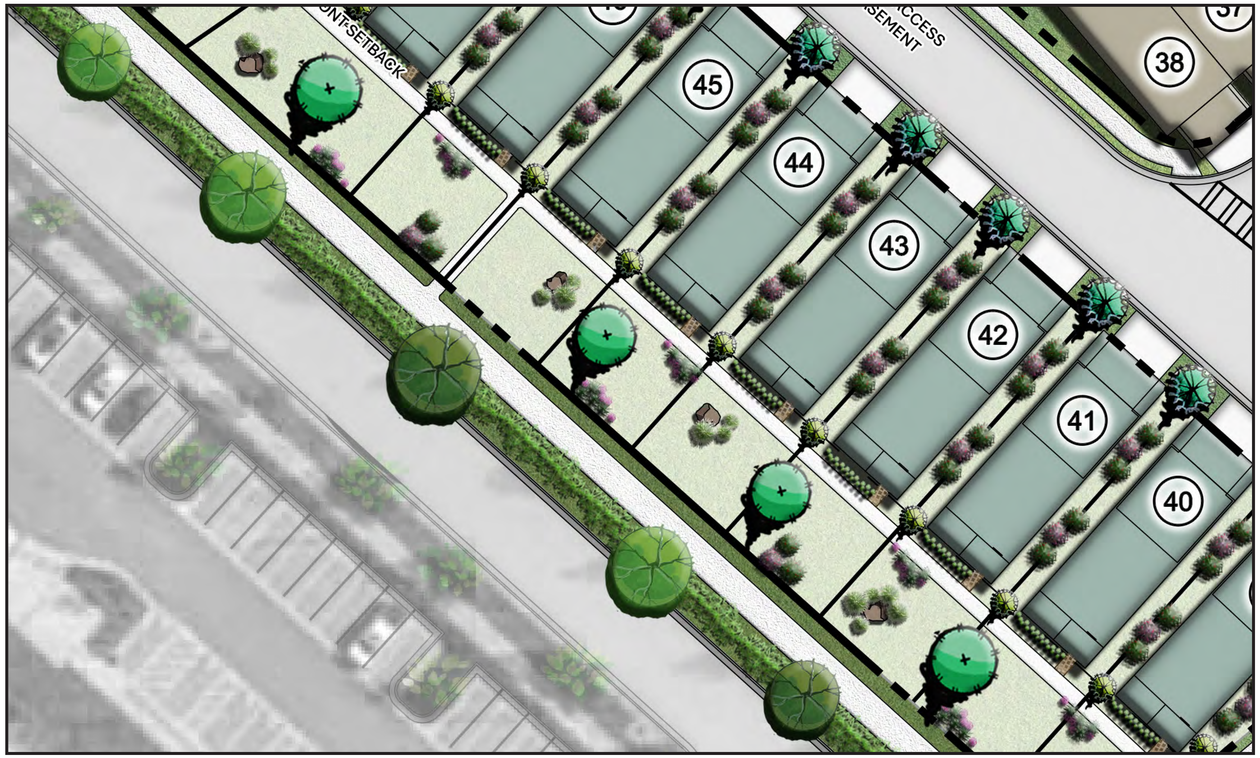
LAKEVIEW PARKWAY at LAKE STREET
CITY OF ALPHARETTA, GA

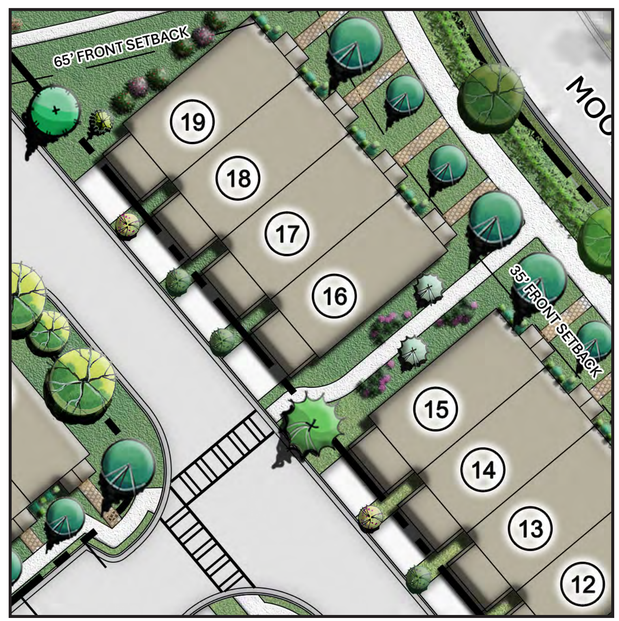
GRID NORTH

0 20 40 80 120

SCALE: 1" = 40'
DATE: 01/08/2026
PROJECT: 25225.00

LANDSCAPE DETAIL

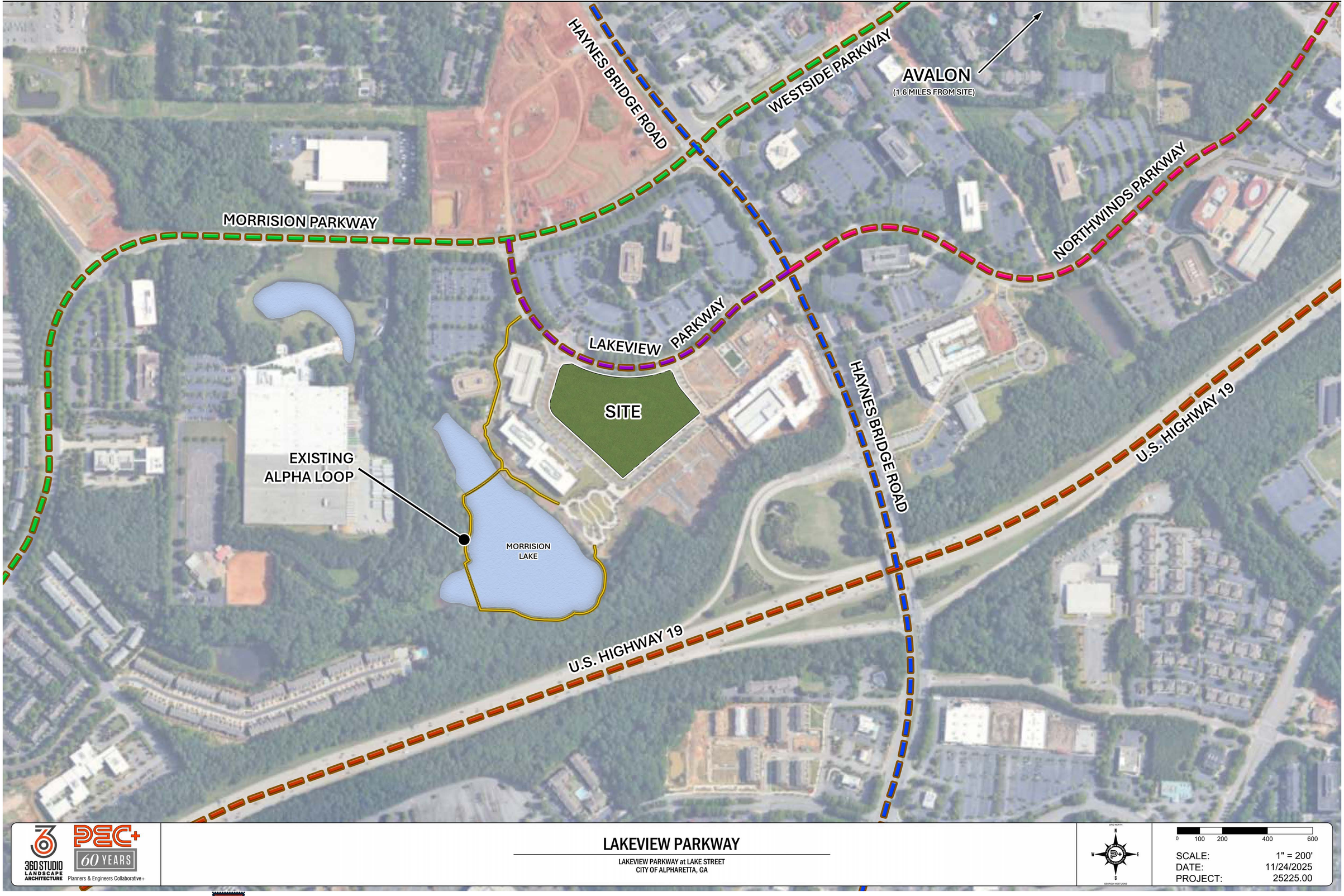




Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

A LIVEABLE COMMUNITY -
VIEWS & EXPERIENCES



360 STUDIO LANDSCAPE ARCHITECTURE

PEC+ 60 YEARS Planners & Engineers Collaborative+

LAKEVIEW PARKWAY

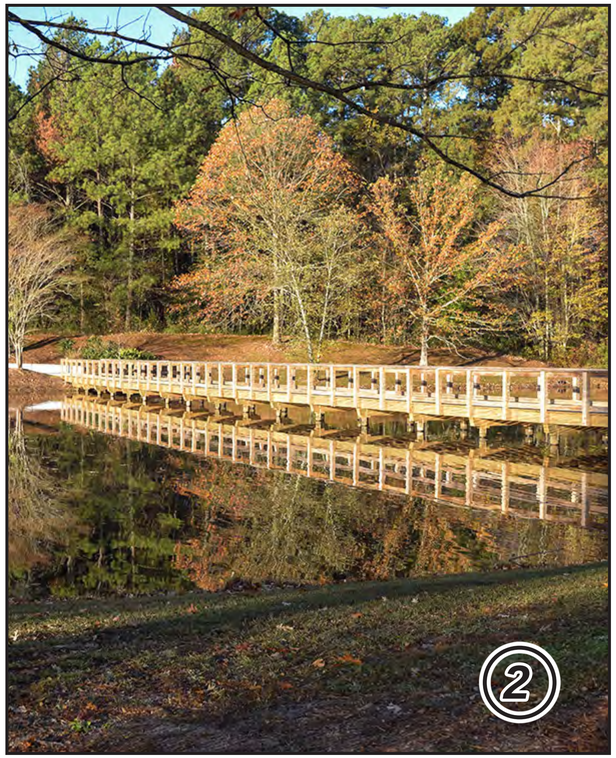
LAKEVIEW PARKWAY at LAKE STREET
CITY OF ALPHARETTA, GA

GRID NORTH
N W E S
GEORGIA WEST ZONE

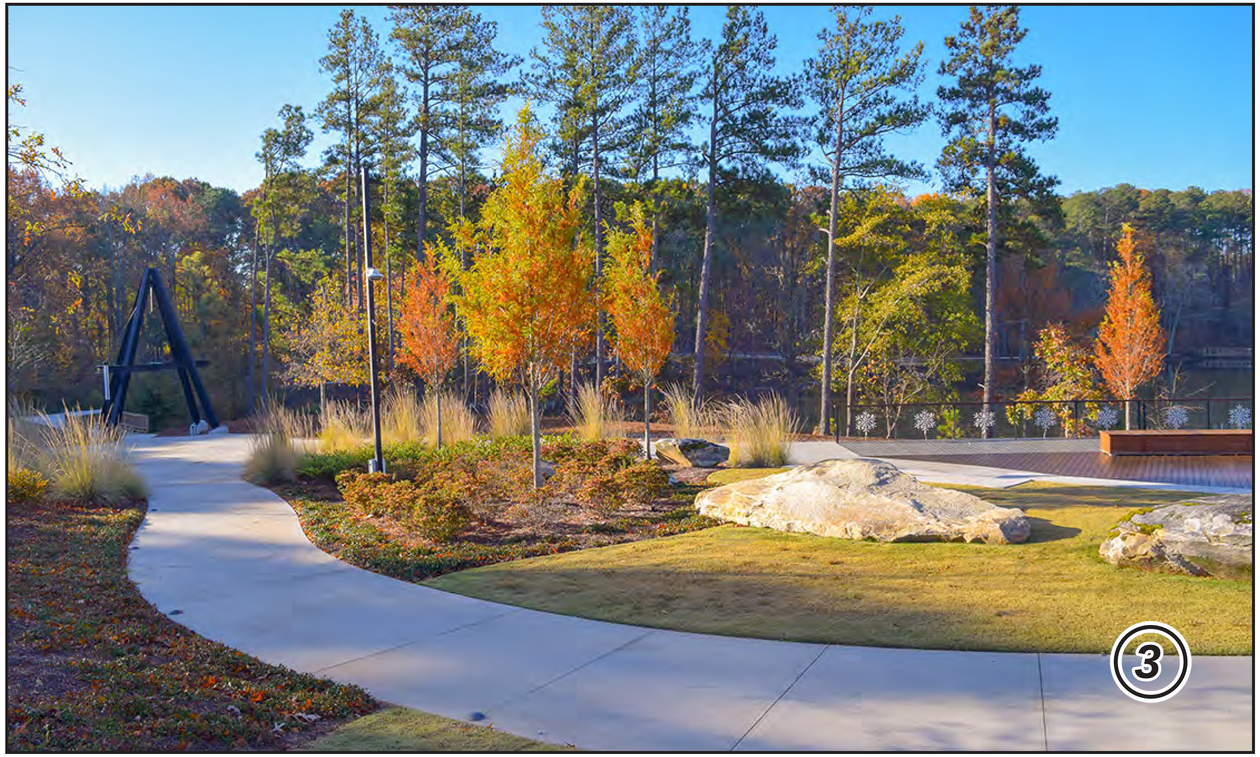
0 100 200 400 600

SCALE: 1" = 200'
DATE: 11/24/2025
PROJECT: 25225.00

TRAIL & BOARDWALK



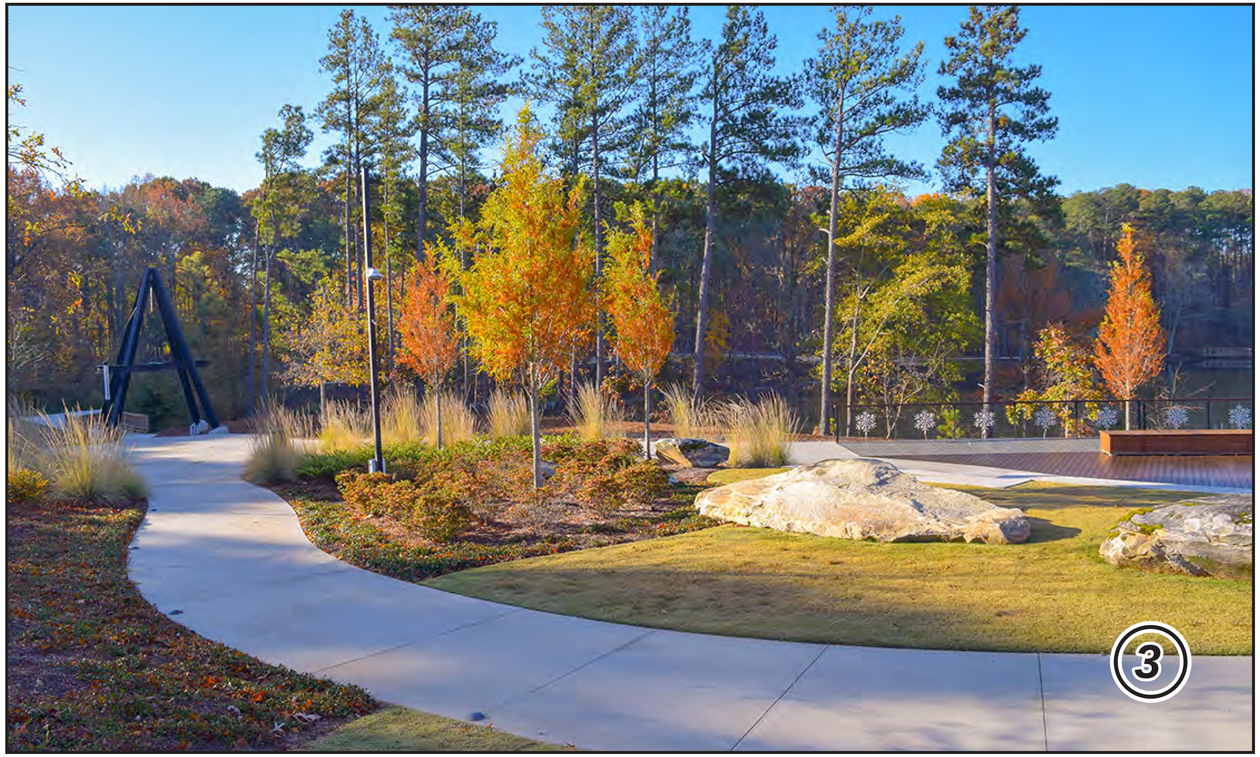
COMMUNITY PARK SPACE



PEC+ Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

COMMUNITY PARK SPACE



THE VISION

Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

Community Zoning Information Meeting (CZIM) January 14, 2026

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

MP-26-02 / Traton Homes/Lakeview Park MP

NAME	ADDRESS	COMMENTS
Carolyn Burkes	2026 Juliette Ave. Alpharetta, GA 30009	Carolyn: cgburkes22@gmail.com Anthony: adburkes@gmail.com
Ken Kay	2036 JULIETTE AVE ALPHARETTA, GA 30009	KENNETHKAY@BELLSOUTH.NET
DR. Kay Howell	2038 Juliette Ave Alpharetta, GA 30009	VKH1online@yahoo.com

From: Cook, Kathi
To: Taylor, Elicia; Woodman, Michael
Subject: Fw: Concerned Citizens- Lakeview Development
Date: Monday, February 16, 2026 3:47:31 PM

From: Reeves, Katie <kreeves@alpharetta.ga.us>
Sent: Monday, February 16, 2026 3:46 PM
To: Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: Fw: Concerned Citizens- Lakeview Development

Hi Kathi, got this and seemed a good idea to share with you.

Thanks
Katie

Get Outlook for iOS

From: Allen McClard [redacted]
Sent: Saturday, February 14, 2026 1:54:12 PM
To: Hipes, John <jhipes@alpharetta.ga.us>; Reeves, Katie <kreeves@alpharetta.ga.us>
Subject: Concerned Citizens- Lakeview Development

John & Katie,

My name is Allen McClard. I first moved to Alpharetta in 2001 and have lived in the new Lakeview community since May. There are 11 homes currently occupied and all sold for $1-1.3 million. There is a large parcel of land by our property that is currently zoned commercial. The planning commission recently approved a proposal to rezone this to residential and allow Traton Homes to build 52 homes on this land. I believe the City Council will vote on the proposal on the 23rd. The current homeowners support the rezoning. Given the declining demand for commercial office space we see rezoning is inevitable. That said, we have two significant concerns:

1. Traton is the wrong builder to build on this land. They do not currently build at price points anywhere near what current residents paid. They stated in the planning commission meeting they planned to build 2,200 sqft homes for ~$700,000. Traton has only built 34 townhomes in Alpharetta (Encore Walk in 2016) and no single family homes. These homes were ~$400,000 when new and currently sell for ~$550,000. Their website shows they build homes around Atlanta starting at $300,000 and cap out at a $700,000 community in Smyrna. Alpharetta continues to sell well at higher price points and Lakeview is already established as a more premium community. There may be a place for Traton in Alpharetta but it is not here. If I look at the development of Thompson Street, I believe John Wieland was one of the first and sold at around $800,000. Each new

phase was at higher price points. The units being built now start at $1.6m. This approach increased the value of everyone's home- start nice and keep getting better. It makes no sense to have the initial Lakeview buyers pay north of $1m then have the next phase be ~30% less. We would ask the City Council to consider other builders before handing this property to Traton. Other more premium builders might jump at the chance to build here. It is best for the city and the existing residents of the community to consider options.

2. Parking needs to be studied more thoroughly. Once this land is developed, there is no remaining space in Lakeview. There is a lake and the Alpha Loop in this community. A planning commission member- I believe her name was Karen- stated that once the Alpha Loop is completed, the intent is to have residents of Alpharetta come here to enjoy the loop and the lake. She wanted to be certain there was ample parking to support that objective. There is not. Parking spaces often fill up now with only 11 occupied units and a Pilates Studio (which uses street parking and has 15 guests per hour 7 days per week). There will soon be 49 more units from Toll Brothers, 52 from Traton (if the project is approved), retail, restaurants… One of the benefits of commercial space is there would have been a parking deck that could be used by citizens. This does not exist with rezoning. Toll Brothers developed 60 homes and only added 5 parking spaces (I assume this was approved because the plan was for a commercial parking deck to be added.). In the parking calculations for the proposed new development, the developer stated there are two car garages and driveways for two additional cars. This is not accurate. These narrow townhomes do not easily accommodate two cars in a garage (SUVs are impossible). The Toll Brothers homes have decks over the driveways leaving only 18 feet of width between the support posts. As a result, most residents use street parking for a second car. I understand builders do not like parking spaces because they can't be monetized. But it would be a shame for the citizens of Alpharetta to not be able to enjoy the lake and the Alpha Loop because we didn't fully understand and plan for the parking needs.

I can provide more details on the above if needed. Please let me know how to best proceed. Again, the existing residents fully support the rezoning. But this plan is not optimal and we would be grateful if the City Council members would hold on approving this plan and consider alternatives.

Thank you for your time.

Allen McClard

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: MP-26-02 Lakeview Park MP/Traton Homes

Contact Name: Hayley Todd, PEC+ Telephone: 678-684-6287

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

Everyone had the same questions and feedback.
Everything was positive and they all indicated they were excited to see this become single family detached as well as attached homes.
They asked the following questions:
• What happens to the office building that was proposed? We indicated this use would take its place and they were very excited because they said traffic getting out of that area is already bad they could not imagine if a 200,000 sf office was constructed that anyone would be able to get out.
• Will the sidewalks remain and others built? We told them we were keeping them and adding any not already there now.
• They wanted to know if they were for sale. We told them they are all for sale with a low rental cap.
• They wanted to know SF and price points. We indicated they were 2400 sf – 3200 sf and they would start in the 600's which is attainable housing. They are 4 stories towns and larger.
• They wanted to know if we had any amenity internal. We indicated we would have internal amenities and they liked that.
• They wanted to know timing. We told them about our timing for the development assuming zoning.
• They asked about stormwater? We told them we would handle water quality and RRV on the site and the larger regional pond would handle the detention. Our site is much less impervious than the office building, so we don't anticipate any issue.
• Questions on Builder – We introduced Traton Homes they were in attendance.

Overall they were excited to lose the office and the traffic and height of that office building and have better residential with mixed detached and attached.

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [x] Group Meeting
- [x] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: Date: 1/22/2026

Print Form

12/30/2025

Re: **MP-26-02 Lakeview Park MP/Traton Homes**
PEC+ Project No. 25225.00

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a master plan amendment to exchange 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' attached homes in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview Park Master Plan to allow for the change in development mix. The property is located at 0 Lakeview Parkway and is legally described as being located in Land Lots 744, 745, 752 & 753, 1st District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, January 14, 2026** at 6:00 PM in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA, 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The item will be considered by the Planning Commission on **Thursday, February 5, 2026** at 6:30 PM. and City Council on **Monday, February 23, 2026**, at 6:30 PM. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 678-684-6287.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

PIN	Address	Owner	Links
12 271007450317	2300 LAKEVIEW PKWY	PACIFIC OAK SOR GEORGIA 400 CENTER LLC	qPublic | Board of Assessors
12 271007450507	2325 LAKEVIEW PKWY	PACIFIC OAK SOR GEORGIA 400 CENTER LLC	qPublic | Board of Assessors
12 271007450523	2400 LAKEVIEW PKWY	PACIFIC OAK SOR GEORGIA 400 CENTER LLC	qPublic | Board of Assessors
12 271007520697	4115 LAKE ST	DEVELOPMENT AUTHORITY OF ALPHARETTA	qPublic | Board of Assessors
12 271007520705	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 271007520713	0 LAKEVIEW PKWY	TOLL SOUTHEAST LP COMPANY INC	qPublic | Board of Assessors
12 271007520721	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 271007520739	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 271007520747	0 LAKEVIEW PKWY LOT 4D 14	TOLL SOUTHEAST LP COMPANY INC	qPublic | Board of Assessors
12 272007440514	2271 LAKEVIEW PKWY	DEVELOPMENT AUTHORITY OF ALPHARETTA	qPublic | Board of Assessors
12 272007440530	2265 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007440548	2295 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007440555	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007440779	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007440787	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007440795	0 LAKEVIEW PKWY LOT 4D 9	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 272007441488	0 LAKEVIEW PKWY LOT 4D 13	TOLL SOUTHEAST LP COMPANY INC	qPublic | Board of Assessors
12 285007530811	0 LAKEVIEW PKWY	TOLL SOUTHEAST LP COMPANY INC	qPublic | Board of Assessors
12 285007530829	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors
12 285007530837	0 LAKEVIEW PKWY	LWV TPA GA 400 LLC	qPublic | Board of Assessors

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: MP-26-02
PH #: _____

Property Taxes & Code Violations Verified
Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: TPA Telephone: 770.436.3400

Address: 1776 Peachtree Street, NW Suite: 100

City Atlanta State: GA Zip: 30309 Fax:

Mobile Tel: Email: twakefield@tpa-grp.com

Subject Property Information:

Address: 0 LAKEVIEW PKWY Current Zoning: MU

District: 1 Section: 2 Land Lot: 744 Parcel ID: 12 272007440779

Proposed Zoning: MU Current Use: UNDEVELOPED/VACANT

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

- ☐ Conditional Use
- ☐ Rezoning
- ☐ Variance
- ☐ Exception
- ■ Master Plan Amendment
- ☐ Master Plan Review
- ■ Public Hearing
- ☐ Other *(Specify)*:
- ☐ Comprehensive Plan Amendment

Applicant Request And Intent

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

A master plan amendment to the 360 Tech Village Master Plan (F.K.A. Metropolitan Life/Peridot/Innovation) to change the development mix and conditions of zoning on 6.47 acres of property that was previously part of a larger 64.47-acre mixed-use development.
The curent master plan for this parcel was proposed to consist of 200,000 square feet of office space across a new 3-story office building, along with decked and surface parking. The site plan amendment requests 52 new units of housing including 25 rear-loaded detached homes and 27 rear-loaded attached homes. The frontage along Lakeview Parkway would would consist of 1.3 acres of open space and would include a central community green.

Applicant's Request (Please itemize the proposal):

A master plan amendment to 6.47-acres of the 2019 master plan to allow for a mix of residential uses in lieu of office space and parking; and
A variance to waive the minimum height from 30 feet to 35 feet. See a full description in the letter of intent.

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

The site plan amendment would facilitate 52 new units of housing including 25 rear-loaded detached homes and 27 rear-loaded attached homes. The frontage along Lakeview Parkway would would consist of 1.3 acres of open space and would include a central community green. See a full description in the letter of intent.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bennett Snyder (LWV TPA GA 400 LLC) Telephone:

Address: 3350 RIVERWOOD PKWY Suite: 750

City ATLANTA State: GA Zip: 30339 -

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: PEC+ Telephone: 770.451.2741

Address: Suite:

City Norcross State: GA Zip: 30092 -

So Sworn and Attested:

Owner Signature: Date: 11/5/2025

Notary:

Notary Signature: Date: 11/5/2025

ALEXANDRA LOGAN NOTARY PUBLIC COBB COUNTY, GEORGIA My Commission Expires 11-19-2025

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: KEN WOOD, PEC+

Subject Public Hearing Case: 0 LAKEVIEW PKWY MASTER PLAN AMENDMENT

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: Date: _____

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

SEE ATTACHMENT

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

SEE ATTACHMENT

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: 0 LAKEVIEW PKWY MASTER PLAN AMENDMENT

Contact Name: PEC+ Telephone: 678-684-6287

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

ADJOINING PROPERTY OWNERS	SURROUNDING PROPERTY OWNERS
SURROUNDING BUSINESSES	CITY/ELECTED OFFICIALS
CITY PLANNING STAFF	PROPERTY OWNERS WITHIN 500'

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

- [x] Letter
- [x] Telephone
- [x] Email
- [ ] Personal Visits
- [ ] Group Meeting
- [ ] Other *(Please Specify)*

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

The above parties will be sent a letter through mail describing the proposal and relevant hearing dates. The contact information for the applicant's representative will be provided (email and phone) within the letter for questions. If interest and concerns are shown, an additional community meeting beyond the CZIM may be scheduled to discuss these concerns in-person. However, because of the commercial/institutional surroundings, it is unlikely that there will be an in-person meeting needed.

11/20/2025

Letter of Intent
0 Lakeview Pkwy – Master Plan Amendment (+/- 6.47 acres)
PEC+ Project No. 25225.00

Dear Community Development Officials,

This application requests a master plan amendment for approximately 6.47 acres located at 0 Lakeview Parkway (the "Subject Property"), a portion of the original ±64.47-acre Metropolitan Life/Peridot/Innovation master-planned development (MP-19-07/Z-19-04/CU-19-09). The site is zoned MU (Mixed Use) and designated Mixed Use on the City's Future Land Use Map. The amendment would revise the previously approved 2019 program—which envisioned a new ±200,000-square-foot office building with structured and surface parking—and replace it with a residential neighborhood consisting of 52 for-sale units and an improved open-space network.

Site and Proposal

The Subject Property is a vacant ±6.47-acre parcel located along Lakeview Parkway within the broader 360 Tech Village area. Under the currently approved 2019 master plan (MP-19-07/Z-19-04/CU-19-09), the parcel was planned for a three-story office building supported by decked and surface parking. The shift in market conditions over the past decade—similar to the broader Alpharetta office landscape—has resulted in limited demand for new speculative office construction at this scale, leaving the prior entitlement underutilized and misaligned with present conditions.

The proposed master plan amendment introduces a context-appropriate residential program consisting of 52 total units, including 25 rear-loaded detached homes and 27 rear-loaded attached homes. The plan establishes a walkable internal street pattern supported by alleys, private drives, and off-street parking dispersed to reduce visual impacts. Along Lakeview Parkway, the project delivers a 1.3-acre publicly accessible open space and central community green, strengthening the character of the corridor and providing a signature amenity missing from earlier iterations of the master plan.

Mixed Use Development Calculations

The development breakdown is calculated as follows, using methodology approved in UDO Section 2.2.20.B.5.: *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. The calculation is as follows:

Previously proposed (MP-19-07/Z-19-04/CU-19-09)			**With change in Master Plan (this proposal)**			**Change**
Use	**Use Floor Area (in SF)**	**% of Site**	**Use**	**Use Floor Area (in SF)**	**% of Site**	
Commercial	211,948	10%	Commercial	211,948	10%	None
Office	1,015,143	48%	Office	815,143	40%	Less 200,000 SF
Residential	544,766	26%	Residential	653,366	32%	Plus 108,600 SF
Public Space	351,931	17%	Public Space	351,931	17%	None
Total Approved Floor Area	**2,123,788**	100%	**Total Proposed Floor Area**	**2,032,388**	100%	Less 91,400 SF

Rationale for Request: Master Plan Amendment

More than anything, this amendment is necessary due to changing conditions and evolving land-use patterns in this portion of Alpharetta. The Subject Property has gone through two previous master plans—first in 2015 and later in 2019—both of which anticipated substantial office development supported by

structured parking. At that time—before the Covid-19 Pandemic--market indicators favored large corporate office users, and the broader Peridot/Innovation concept envisioned a campus-style office environment.

Since then, regional and local office market shifts have significantly reduced demand for mid-rise speculative office construction. Meanwhile, demand for residential products—particularly 'lock and go' detached and attached housing—has risen sharply. The proposed program responds directly to these changed conditions and activates a site that has remained undeveloped despite two prior approvals.

The amendment is consistent with the City's 2040 Comprehensive Plan and especially the Mixed Use land use category, which encourages a blend of residential and nonresidential uses arranged in walkable, interconnected patterns. The plan encourages redevelopment of underutilized parcels and the rethinking of older office-oriented master plans. Replacing an unbuilt mid-rise office entitlement with housing is precisely the type of adaptive reinvestment envisioned. The Plan stresses the need for "Missing Middle" and for-sale housing to help balance Alpharetta's jobs-to-housing ratio. The 52-unit mix of detached and attached homes provides ownership opportunities in a highly connected, employment-rich area. Introducing residents to the 360 Tech Village area strengthens nearby uses, fosters walkability, and builds a true mixed-use environment rather than a single-use office enclave.

The Land Use Element prioritizes reinvestment in underutilized sites, infill housing that complements surrounding development, and transitions that reduce reliance on single-use office formats. The Plan specifically calls for diversifying Alpharetta's housing options to create a balanced, sustainable community poised for long-term economic health.

This amendment achieves those goals by converting an aging office entitlement into a compact residential neighborhood with meaningful open space and pedestrian connectivity. It supports the broader vision for the 360 Tech Village area by introducing residents who will help sustain nearby commercial uses and complement remaining office development within the District.

Overall, the amendment advances the City's adopted policy direction more effectively than the previous office-centric program and better aligns with both current and future market realities.

Constitutional Objections

The portions of the Code of Ordinances and Zoning Ordinance for the City of Alpharetta (the "Zoning Ordinance") which classifies or conditions the Property into any more or less intensive zoning classification and/or zoning conditions other than as requested by the Applicant and property owner are unconstitutional, in that they would destroy the Applicant's and property owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Ordinance which presently restricts the Property's use to the present zoning classification, uses, regulations, requirements, and conditions is unconstitutional, illegal, null and void, and constitutes a taking of the Applicant's and the property owner's property rights in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States by denying economic and viable use of the Property while not substantially advancing legitimate state interests.

The Property is presently suitable for MU as proposed in the requested rezoning, as amended by the Applicant, and is not economically suitable for uses restricted under its present zoning and development classification, conditions, regulations, and restrictions due to its location, shape, size, surrounding development, and other factors. A denial of the requested rezoning and related variances would constitute an arbitrary and capricious act by City of Alpharetta and the City Council without any rational basis

therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment. A refusal by the City of Alpharetta and the City Council to approve this requested rezoning, with only such additional conditions as agreed to by the Applicant and/or owner, so as to permit the only feasible economic use of the Property, would be unconstitutional between the Applicant, owner, and similarly situated property owners, in violation of Article I, Section I, Paragraph II of the Constitution of the State by discriminating of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment.

Conclusion

The applicant and owner respectfully request that the City of Alpharetta Planning Commission, Community Development staff, and Mayor and Council approve and support this master plan amendment. The proposal will provide high-quality new housing opportunities in a manner consistent with both the Horizon 2040 Comprehensive Plan and the Windward Parkway LCI Strategic Master Plan. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

11/20/2025

Planning Commission Review Criteria Responses
0 Lakeview Pkwy – Master Plan Amendment (+/- 6.47 acres)
PEC+ Project No. 25225.00

Dear Community Development Officials,
Please see below responses to Planning Commission Criteria Questions:

1. How will this proposal be compatible with surrounding properties?

The proposal will be fully compatible because it introduces a well-scaled residential neighborhood that complements the existing mix of office, institutional, and commercial uses within the broader 360 Tech Village area. The rear-loaded detached and attached homes fit comfortably within the MU district and are significantly lower in height and intensity than the surrounding office and commercial buildings. The 1.3-acre open space and community green along Lakeview Parkway reinforce the visual character of the corridor and establish a welcoming, pedestrian-oriented frontage.

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

The proposal will have a positive effect on surrounding property values and long-term use patterns. Introducing 52 for-sale homes within a previously office-planned area supports the vitality of nearby commercial and employment centers by generating additional activity, demand for amenities, and a consistent residential presence. For properties still envisioned for office or commercial development within the 360 Tech Village master plan, the addition of residents enhances market viability and provides a built-in customer and employee base. Replacing an unbuilt speculative office building with owner-occupied housing reduces development uncertainty and ensures the site contributes to neighborhood stability and value.

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

No. Although the site is zoned MU, the existing master plan conditions and approved 2019 program anticipate a ±200,000-square-foot office building with structured parking, which is no longer economically feasible given current market conditions. Over the past decade, demand for mid-rise office product has softened significantly in Alpharetta and the region, and the site has remained undeveloped through two previous master plans (2015 and 2019). Continuing to hold the site to an office-centric entitlement does not represent a reasonable economic use. The proposed residential program allows the property to be developed in a manner that aligns with contemporary market demand and supports the City's land use policy direction.

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

The proposal will introduce 52 for-sale residential units, resulting in a modest population increase consistent with similar fee-simple neighborhoods in Alpharetta. Traffic impacts will likewise be modest and substantially lower than the approved 200,000-square-foot office program. Office uses generate significant peak-hour and weekday trip loads, while the proposed residential use distributes trips more evenly and reduces overall daily volume. The surrounding roadway network—including Lakeview Parkway and the master-planned internal streets—is already designed to accommodate mixed-use circulation. The shift from office to residential represents a net reduction in expected traffic relative to the current entitlement.

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

The impact to schools is expected to be limited. Attached and detached fee-simple homes in compact, mixed-use settings typically generate fewer school-aged children per unit than traditional suburban neighborhoods. The modest scale of 52 units results in a manageable and predictable impact. Utility demands are also within the capacities planned for the 360 Tech Village area, which was originally entitled for significantly larger office development and substantial parking infrastructure. The residential program will require less potable water demand, lower peak utility loads, and reduced stormwater impacts compared to the previously approved office building and parking deck.

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

Yes, the proposal is consistent with the Comprehensive Plan and the Mixed Use designation on the Future Land Use Map. The 2040 Comprehensive Plan encourages reinvestment in underutilized sites, diversification of housing options, and the creation of walkable, mixed-use environments. The Land Use Element (p.56+) specifically calls for adaptive reuse of aging office entitlements, infill residential development, and transitions that support balanced jobs-to-housing ratios. This master plan amendment delivers those policy objectives by converting an outdated office program into a high-quality, for-sale residential neighborhood supported by meaningful open space and strong pedestrian connections. The Mixed Use category anticipates the integration of residential and employment uses, and this proposal aligns fully with that intent.

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

Yes. Changing market conditions directly support this request. The 2015 and 2019 master plans were approved during a period of strong office demand, but Alpharetta's contemporary development climate reflects significantly reduced appetite for mid-rise speculative office construction. This shift has resulted in portions of the original 64.47-acre plan remaining undeveloped despite multiple iterations. At the same time, demand for for-sale single-family attached and detached housing has grown, and the City's policy direction emphasizes diversified housing supply, mixed-use infill, and redevelopment of underperforming office sites. These conditions make the previously approved office program infeasible and the proposed residential program appropriate and necessary. The amendment resolves an underutilized entitlement and aligns the property with present-day market realities and community goals.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

Previously proposed (MP-19-07/Z-19-04/CU-19-09)			With change in Master Plan (this proposal)			Change
Use	**Use Floor Area (in SF)**	**% of Site**	**Use**	**Use Floor Area (in SF)**	**% of Site**	
Commercial	211,948	10%	Commercial	211,948	10%	None
Office	1,015,143	48%	Office	815,143	40%	Less 200,000 SF
Residential	544,766	26%	Residential	653,366	32%	Plus 108,600 SF
Public Space	351,931	17%	Public Space	351,931	17%	None
Total Approved Floor Area	**2,123,788**	100%	**Total Proposed Floor Area**	**2,032,388**	100%	Less 91,400 SF

LEGEND

A ~ ARC	(L) ~ CURVE TO THE LEFT
AC ~ ACRE(S)	L/A ~ LIMIT OF ACCESS
AE ~ ACCESS EASEMENT	Lc ~ LENGTH OF CHORD
AGLC ~ ATLANTA GAS LIGHT COMPANY	LLL ~ LAND LOT LINE
ASP ~ ASPHALT	L/P ~ LAMP POST/LIGHT POLE
BB ~ BOTTOM OF BANK	L/S ~ LANDSCAPED AREA
BC ~ BACK OF CURB	M/B ~ MAILBOX
B/C ~ BUILDING CORNER	MFE ~ MINIMUM FLOOR ELEVATION
B.F.E ~ BASE FLOOD ELEVATION	MFN ~ METROMEDIA FIBRE NETWORK
BL ~ BUILDING SETBACK LINE	MH ~ MANHOLE
BM ~ BENCHMARK	MNP ~ MAG NAIL PLACED
BPF ~ BLUE PIN FLAG	MW ~ MONITORING WELL
BPM ~ BLUE PAINT MARK	NF ~ NAIL FOUND
BS ~ BOTTOM OF SLOPE	N/F ~ NOW OR FORMERLY
BSO ~ BELLSOUTH TELEPHONE CO.	OCS ~ OUTLET CONTROL STRUCTURE
BSOCM ~ BELLSOUTH CABLE MARKER	O/H ~ OVERHANG
BSOMH ~ BELLSOUTH MANHOLE	OPF ~ ORANGE PIN FLAG
BW ~ BOTTOM OF WALL	OPM ~ ORANGE PAINT MARK
B/W ~ BARBED WIRE	OT ~ OPEN TOP PIPE
CB ~ CATCH BASIN	P ~ POWER LINE
CCA ~ CORNER CONCRETE APRON	PB ~ PLAT BOOK
CCW ~ CORNER CONCRETE WALK	P/B ~ POWER BOX
CI ~ CURB INLET	PG ~ PAGE(S)
CL ~ CENTERLINE	PIV ~ POST INDICATOR VALVE
CHL ~ CHAINLINK	PL ~ PROPERTY LINE
CMF ~ CONCRETE MONUMENT FOUND	POB ~ POINT OF BEGINNING
CMP ~ CORRUGATED METAL PIPE	POC ~ POINT OF COMMENCING
CO ~ CLEANOUT	PM ~ POWER METER
COMM ~ COMMUNICATION	P/P ~ POWER POLE
CONC ~ CONCRETE	PS ~ PARKING SPACE(S)
CT ~ CRIMPED TOP PIPE	PVC ~ POLYVINYLCHLORIDE PIPE
CTV ~ CABLE TELEVISION	R ~ RADIUS
C/W ~ CONCRETE WALK	(R) ~ CURVE TO THE RIGHT
DB ~ DEED BOOK	RB ~ RE-BAR
DE ~ DRAINAGE EASEMENT	RCP ~ REINFORCED CONCRETE PIPE
DI ~ DROP INLET	RPF ~ RED PIN FLAG
DIP ~ DUCTILE IRON PIPE	RPM ~ RED PAINT MARK
DNR ~ DEPT.OF NATURAL RESOURCES	RR ~ RAILROAD
DNRMS ~ DNR MONUMENT SET	R/T ~ RETAINING
DR ~ DRIVE	R/W ~ RIGHT OF WAY
EB ~ ELECTRIC BOX	SF ~ SQUARE FEET
EMC ~ ELECTRIC MEMBERSHIP CORP.	S/P ~ SERVICE POLE
EP ~ EDGE OF PAVEMENT	SR ~ SOLID ROD
F/C ~ FACE OF CURB	SS ~ SANITARY SEWER
F/C ~ FENCE CORNER	SSE ~ SANITARY SEWER EASEMENT
FDC ~ FIRE DEPARTMENT CONNECTION	S/W ~ SIDEWALK
FFE ~ FINISHED FLOOR ELEVATION	T ~ TELEPHONE LINE
FH ~ FIRE HYDRANT	T/B ~ TRAFFIC SIGNAL BOX
F/L ~ FENCE LINE	T/D ~ TRENCH DRAIN
FOCM ~ FIBRE OPTIC CABLE MARKER	TBM ~ TEMPORARY BENCHMARK
FP ~ FENCE POST	T/C ~ TOP OF CURB
F/P ~ FLAG POLE	T/P ~ TELEPHONE POLE
GLMP ~ GAS LINE MARKER POST	TP ~ TRAFFIC POLE
GM ~ GAS METER	TRANS ~ TRANSMISSION
G/P ~ GATE POST	T/S ~ TRAFFIC SIGNAL
GP ~ GUY POLE	TSI ~ TRAFFIC SIGN
GPC ~ GEORGIA POWER COMPANY	TW ~ TOP OF WALL
G/R ~ GUARD RAIL	T/W ~ TEST WELL
GV ~ GAS VALVE	U/G ~ UNDERGROUND
G/W ~ GUY WIRE	VB ~ VALVE BOX
HDPE ~ HIGH DENSITY POLYETHYLENE	VMP ~ VALVE MARKER POST
H/C ~ HANDICAP PARKING SPACE	W ~ WATER LINE
HVP/P ~ HIGH VOLTAGE POWER POLE	WF ~ WETLAND FLAG
H/W ~ HEADWALL	W/F ~ WROUGHT IRON FENCE
ICV ~ IRRIGATION CONTROL VALVE	WM ~ WATER METER
I/NV ~ INVERT	WV ~ WATER VALVE
IPF ~ IRON PIN FOUND	X ~ CORNER
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP	Y/I ~ YARD INLET
IRF ~ INTERMEDIATE REGIONAL FLOOD	Y/PF ~ YELLOW PIN FLAG
JB ~ JUNCTION BOX	YPM ~ YELLOW PAINT MARK

SYMBOL LEGEND

A/C	AIR CONDITIONING UNIT	GW	GUYWIRE	TREE	TREE
BFP	BACKFLOW PREVENTOR	GP	GUYPOLE	UB	UTILITY BOX
BOLL	BOLLARD	ICV	IRRIGATION CONTROL VALVE	UM	UTILITY MANHOLE
BSO	BSO/AT&T/COMM BOX	IPF	IRON PIN FOUND	UP	UTILITY POLE
BSOMH	BSO/AT&T/COMM MANHOLE	H/H	HEADWALL	VMP	VALVE MARKER POST
CMF	CONCRETE MONUMENT FOUND	JB	JUNCTION BOX	WAB	WATER BOX
CB	CATCH BASIN	L/P	LAMP POST/LIGHT POLE	WLMP	WATER LINE MARKER POST
CB	CATCH BASIN	M/B	MAIL BOX/KIOSK	WMH	WATER MANHOLE
CI	CURB INLET	MW	MONITORING WELL	WM	WATER METER
CO	CLEANOUT	PMRK	UTILITY PAINT MARK	WV	WATER VALVE
CON	CONDUIT	PKMTR	PARKING METER	XWP	CROSS WALK SIGNAL POLE
CTV	CABLE TV BOX	PWCON	POWER CONDUIT	CTV	CABLE TV
DI	DROP INLET	PJB	POWER/ELEC BOX	X	FENCE LINE
HF	FAUCET	P/O	POWER OUTLET	P	POWER LINE
FOCM	FIBER OPTIC CABLE MARKER	P/P	POWER POLE	TRANS	TRANSMISSION LINE
FDC	FIRE DEPT CONNECTION	PMH	POWER MANHOLE	P&T	POWER & TELEPHONE
FH	FIRE HYDRANT	PM	POWER METER	GAS	GAS LINE
GLMP	GAS LINE MARKER POST	SSMH	SANITARY SEWER MANHOLE	SS	SANITARY SEWER LINE
GMH	GAS MANHOLE	SIGN	SIGN	STORM	STORM LINE
GM	GAS METER	T/B	TRAFFIC SIGNAL BOX	T	TELEPHONE LINE
GV	GAS VALVE	TP	TRAFFIC POLE	U/G P	U/G POWER
GT	GREASE TRAP	T/S	TRAFFIC SIGNAL	U/G T	U/G TEL
G/L	GROUND LIGHT	TRANS	TRANSFORMER	W	WATER LINE

PROJECT BENCHMARK:

FULTON COUNTY GIS MONUMENT F421 AZIMUTH MARK
ALIAS: MARTA F 108 1989

ELEVATION: 1106.139 NAVD88 (CORPSCON CONVERSION)

MARK IS IN THE NORTHEAST CORNER OF KIMBALL OVERPASS AT INTERSECTION OF INTERSTATE HIGHWAY 19/HIGHWAY 400 AND KIMBALL BRIDGE ROAD. MARK IS FIXED INTO BACK OF CURB AT WITNESS POST.

SITE BENCHMARK 1:

CHISELED SQUARE IN THE TOP OF CURB ISLAND ON THE NORTH SIDE OF LAKEVIEW PARKWAY AT THE ENTRANCE TO THE 2400 LAKEVIEW PARKWAY BUILDING. SAID CHISELED SQUARE BEING APPROXIMATELY 350 FEET SOUTHWEST OF THE CENTERLINE OF HAYNES BRIDGE ROAD.

ELEVATION: 1071.39 NAVD88

BENCHMARK TIE ESTABLISHED BY STATIC GPS OBSERVATIONS ON OCTOBER 21, 2015 USING A LEICA GPS SR-530 ON MULTIPLE SURVEY CONTROL POINTS THAT HAVE BEEN RECOVERED AS PART OF THIS SURVEY.

SITE BENCHMARK 2:

NAIL SET IN CONCRETE SIDEWALK ON THE SOUTH SIDE OF LAKEVIEW PARKWAY APPROXIMATELY 415 FEET SOUTHWEST OF THE ROUNDABOUT.

ELEVATION: 1062.19 NAVD88

SET BY CONVENTIONAL SURVEY METHODS.

REFERENCE MATERIALS

1) PLAT: FINAL SUBDIVISION PLAT: OF LOT 4D - GEORGIA 400 CENTER, PREPARED FOR LWV TPA GA 400, LLC, LOCATED IN LAND LOTS 744, 745, 752, & 753, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, PREPARED BY WATTS AND BROWNING ENGINEERS INC., DATE SURVEYED: FEBRUARY 7, 2020, DATE DRAFTED: MAY 15, 2020, LAST REVISED NOVEMBER 1, 2023, RECORDED: JULY 1, 2024 IN PLAT BOOK 467, PAGE 146, FULTON COUNTY RECORDS, GEORGIA.

SURVEYORS NOTES:

1) THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

2) THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

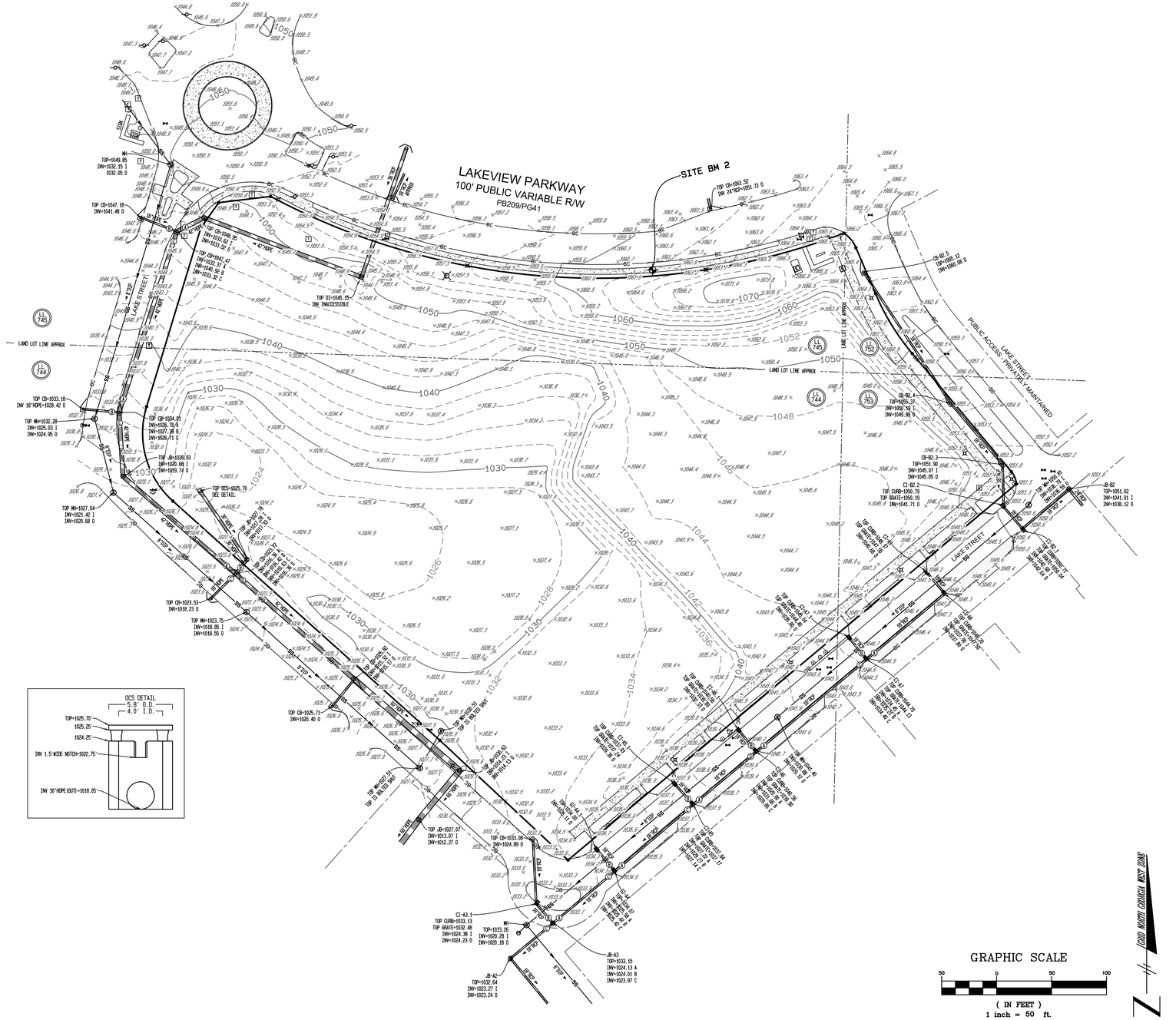
3) THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED ENTITIES WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR NAMING SAID ENTITIES.

4) ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.

5) ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NON-EXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.

6) BEARING BASE: GRID NORTH (WEST ZONE) WAS DETERMINED BY MAKING MULTIPLE RTK OBSERVATIONS ON SURVEY CONTROL POINTS USING A LEICA GPS GS14 ROVER ON THE LEICA SMARTNET REFERENCE NETWORK.

7) PROPERTY LINES SHOWN HEREON ARE AS PER REFERENCE ITEM NUMBER 1.



TOPOGRAPHIC SURVEY OF
LOT 4D-2 - GEORGIA 400 CENTER
FOR
TPA GROUP
LOCATED IN
LAND LOTS 744, 745, 752, & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED LAND SURVEYOR V. T. HAMMOND

REVISIONS			
NO.	DATE	BY	DESCRIPTION

W&B
WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	06/10/25
DATE UPDATED:	N/A
SURVEYED BY:	RKG
DATE DRAFTED:	06/19/25
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCM/MNH
CHECKED BY:	VTH
FIELD BOOK #:	2931
JOB NUMBER:	200107
FOLDER NUMBER:	200107
COGO FILE:	N/A
DISC FILE:	200107 4D-2 TOPO
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	B
SHEET:	1 OF 1

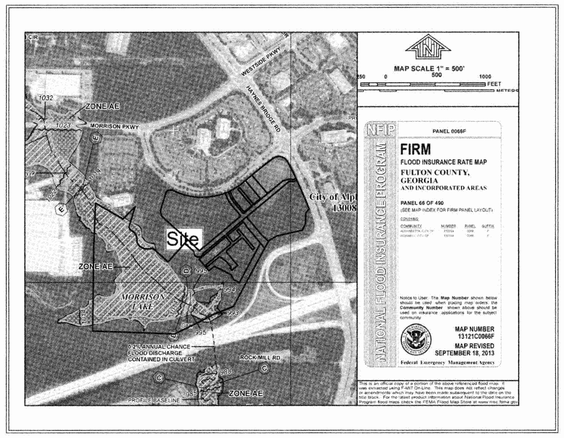
Plat Book 467 Page 146
Filed and Recorded 07/01/2024 11:10:00 AM
2024-0180618
CHÉ ALEXANDER
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2967623181

LEGEND

A ~ ARC	(LL) ~ CURVE TO THE LEFT
AE ~ ACCESS EASEMENT	LA ~ LIMIT OF ACCESS
AGLC ~ ATLANTA GAS LIGHT COMPANY	LL ~ LAND LOT LINE
B ~ BOLLARD	LLP ~ LIGHT POLE/ RIGHT POLE
BB ~ BOTTOM OF BANK	LS ~ LANDSCAPED AREA
BC ~ BACK OF CURB	MB ~ MAILBOX
BCr ~ BUILDING CORNER	MFE ~ MINIMUM FLOOR ELEVATION
B.F.E ~ BASE FLOOD ELEVATION	MFN ~ METROMEDIA FIBRE NETWORK
BL ~ BUILDING SETBACK LINE	MH ~ MANHOLE
BM ~ BENCHMARK	MNP ~ MAG NAIL PLACED
BPP ~ BLUE PIN FLAG	MW ~ MONITORING WELL
BPM ~ BLUE PAINT MARK	NF ~ NAIL FOUND
BS ~ BOTTOM OF SLOPE	NP ~ NOW OR FORMERLY
BSCO ~ BELLSOUTH/AT&T PHONE CO	OHP ~ OVER HEAD UTILITY STRUCTURE
BSCON ~ BELLSOUTH CABLE MARKER	OPF ~ ORANGE PIN FLAG
BSOMH ~ BELLSOUTH MANHOLE	OPM ~ ORANGE PAINT MARK
BW ~ BOTTOM OF WALL	OT ~ OPEN TOP PIPE
B/W ~ BARBED WIRE	P ~ POWER LINE
CA ~ CONCRETE APRON	PB ~ PLAT BOOK
CGA ~ CORNER CONCRETE APRON	PB ~ POWER BOX
CGW ~ CORNER CONCRETE WALK	PG ~ PAGE(S)
CI ~ CURB INLET	PIV ~ POST INDICATOR VALVE
CL ~ CENTERLINE	PL ~ PROPERTY LINE
CM ~ CONCRETE	POB ~ POINT OF BEGINNING
CMP ~ CONCRETE MONUMENT FOUND	POC ~ POINT OF COMMENCING
CMP ~ CORRUGATED METAL PIPE	PM ~ POWER METER
CO ~ CLEANOUT	PP ~ POWER POLE
COMM ~ COMMUNICATION	PS ~ PARKING SPACE(S)
CPP ~ CRIMP TOP PIPE	RCP ~ REINFORCED CONCRETE PIPE
CTV ~ CABLE TELEVISION	R ~ RADIUS
C/W ~ CONCRETE WALK	(R) ~ CURVE TO THE RIGHT
DB ~ DEED BOOK	RB ~ RE-BAR
DE ~ DRAINAGE EASEMENT	RCP ~ REINFORCED CONCRETE PIPE
DI ~ DROP INLET	RMH ~ REBAR/CAP
DIP ~ DUCTILE IRON PIPE	RPM ~ RED PAINT MARK
DNR ~ DEPT OF NATURAL RESOURCES	RR ~ RAILROAD
DNRMHS ~ DNR MONUMENT SET	RT ~ RETAINING
DR ~ DRIVE	R/W ~ RIGHT OF WAY
EB ~ ELECTRIC BOX	SB ~ SPRINKLER BOX
EMC ~ ELECTRIC MEMBERSHIP CORP.	SP ~ SERVICE POLE
EP ~ EDGE OF PAVEMENT	SR ~ SOLID ROD
FC ~ FACE OF CURB	SS ~ SANITARY SEWER
F/C ~ FENCE CORNER	SSE ~ SANITARY SEWER EASEMENT
FCI ~ FIBER OPTIC CABLE CONNECTION	S/W ~ SIDEWALK
FFE ~ FINISHED FLOOR ELEVATION	T ~ TELEPHONE LINE
FH ~ FIRE HYDRANT	TB ~ TRAFFIC SIGNAL BOX
FL ~ FENCE LINE	TD ~ TRENCH DRAIN
FOCM ~ FIBRE OPTIC CABLE MARKER	TBM ~ TEMPORARY BENCH-MARK
FP ~ FENCE POST	TOB ~ TOP OF BANK
FP ~ FLAG POLE	TOP ~ TOP OF WALL
GLMP ~ GAS LINE MARKER POST	TTW ~ TEST WELL
GM ~ GAS METER	UG ~ UNDERGROUND
GP ~ GATE POST	VB ~ VALVE BOX
GV ~ GAS VALVE	WDP ~ WOOD MARKER POST
GPC ~ GEORGIA POWER COMPANY	W ~ WATER LINE
GR ~ GUARD RAIL	WF ~ WETLAND FLAG
GV ~ GAS VALVE	WIF ~ WROUGHT IRON FENCE
GW ~ GUY WIRE	WM ~ WATER METER
HDPE ~ HIGH DENSITY POLYETHYLENE	WV ~ WATER VALVE
HCP ~ HANDICAP PARKING SPACE	WW ~ WINGWALL
HVPP ~ HIGH VOLTAGE POWER POLE	WF ~ WETLAND FLAG
HW ~ HEADWALL	WIF ~ WROUGHT IRON FENCE
ICV ~ IRRIGATION CONTROL VALVE	WM ~ WATER METER
IP ~ IRON PIPE	WV ~ WATER VALVE
IPF ~ IRON PIN FOUND	WW ~ WINGWALL
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP	YI ~ YARD INLET
IRFD ~ INTERMEDIATE REGIONAL FLOOD	YPF ~ YELLOW PIN FLAG
JB ~ JUNCTION BOX	YPM ~ YELLOW PAINT MARK

SYMBOL LEGEND

AC CONDITIONING UNIT; BFP BACKFLOW PREVENTOR; BLL BOLLARD; BSW BENCH/TOWN MEDIA; CAT CONCRETE ANCHORAGE POLE; CMP CONCRETE MONUMENT FOUND; CO CLEANOUT; CTV CABLE TV BOX; DI DROP INLET; FOCM FIBER OPTIC CABLE MARKER; FPC FIRE DEPT CONNECTION; FH FIRE HYDRANT; GLMP GAS LINE MARKER POST; GM GAS METER; GP GATE POST; GV GAS VALVE; GPC GEORGIA POWER COMPANY; GR GUARD RAIL; GV GAS VALVE; GW GUY WIRE; HDPE HIGH DENSITY POLYETHYLENE; HCP HANDICAP PARKING SPACE; HVPP HIGH VOLTAGE POWER POLE; HW HEADWALL; ICV IRRIGATION CONTROL VALVE; IP IRON PIPE; IPF IRON PIN FOUND; IPP IRON PIN PLACED 1/2" RB W/ CAP; IRFD INTERMEDIATE REGIONAL FLOOD; JB JUNCTION BOX; IRRIGATION CONTROL VALVE; IRON PIN FOUND; MONITORING WELL; UTILITY PAINT MARK; PARKING METER; POWER CONDUIT; POWER/ELEC BOX; POWER POLE; POWER MANHOLE; RAILROAD CROSSING POST; SANITARY SEWER MANHOLE; SIGN; TRAFFIC SIGNAL BOX; TRAFFIC POLE; TRAFFIC SIGNAL; TRANSFORMER; TREE; UTILITY BOX; UTILITY MANHOLE; UTILITY POLE; VALVE MARKER POST; WATER MANHOLE; WATER METER; WATER VALVE; GROSS WALK SIGNAL POLE; CABLE TV; FENCE LINE; POWER LINE; TRANSMISSION LINE; SANITARY SEWER LINE; GAS LINE; STORM LINE; TELEPHONE LINE; LEE'S FORK



Plat Book 467 Page 147

NOTE: THESE CONDITIONS APPLY TO THE PROPOSED SUBDIVISION

CITY COUNCIL AGENDA ACTION SUMMARY

Public Hearing Date: December 16, 2019

MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village

- Consideration of a request for a master plan amendment to change the development mix and previous conditions of zoning. This site reverted to the 2015 conditions on May 29, 2019 and is currently approved for 100,035 square feet of retail,211-room hotel, 447,000 square feet of office and 470 'For-Sale' residential units. A rezoning is requested for 7.47 acres from O-I to MU, of which the zoning on the 7.47-acre property also reverted on May 27, 2019. A conditional use is requested to allow 'Dwelling, 'For-Rent' and 'For-Sale' uses.

Motion: Approve with Conditions, Mitchell
Seconds: Merkel
Approves: 4-2-1 (Glivin, Richard) (Burnett)

FINAL CONDITIONS:

1. The 62.47-acre property shall be zoned MU. Site shall be developed substantially similar to plans by Nelson, revised 12/4/2019 (SP-18), subject to the approved conditions.

2. Architectural style of all buildings shall be substantially similar to submitted renderings prepared by Nelson, with non-residential buildings approved by the DRB and residential buildings approved by Staff.

3. Development regulations shall be as follows:

   a. Office – Maximum of 630,000 square feet. Building height shall be limited as depicted on the site plan prepared by Nelson, revised 12/6/2019.
   b. Retail/Restaurant – Maximum of 31,035 square feet and maximum height of 2 stories or 35', whichever is less. No more than 3 single-tenant, freestanding retail buildings shall be permitted. A minimum 3,000 square foot neighborhood grocery shall be required. There shall be no drive through restaurants. Individual restaurants may be attached via architectural features such as metal arches, outdoor seating areas, patios and similar amenities, as approved by Staff.
   c. 'For-Sale' Residential – Up to 60 townhome units shall be permitted in up to 3-story buildings. No more than 10% of townhomes shall be permitted to be rented, as recorded in the development covenants.
   d. 'For-Rent' Residential - After January 1, 2022 265 'For-Rent' units shall be permitted a Certificate of Occupancy in accordance with UDC 'For-Rent' requirements. 'For-Rent' residential shall be permitted above office or retail uses on at least 1 side of the building. At grade 'For-Rent' units shall have walkouts with sidewalk connections. Building maximum height shall be 4 stories or 60 feet, whichever is less. All units shall be one(1) and two (2) bedrooms with no more than 40% of the units being 2- bedrooms. 'For-Rent' units shall be constructed concurrently with a minimum 125,600 square feet of office use. A Certificate of Occupancy shall not be issued for rental units until 125,600 square feet of office has been constructed or is substantially under construction as determined by Staff. A Certificate of Occupancy shall not be issued for rental units until a restrictive covenant has been added to the property's title which restrictive covenant will be negotiated in good faith between the Applicant and the City and shall contain the following terms: at least 15% of the rental units shall have a monthly rental rate no higher than 2% of the average median income ("AMI") for Alpharetta (examples: the monthly rent if the AMI is $92,509 would be calculated as $92,509*80%*30%/12 or $1,618*2% or $1,856.78) which will be recalculated annually by the latest Census data and remain in place for a period of 10 years following the issuance of the Certificate of Occupancy. The units shall be part of a mixed-use project containing a minimum of 50 acres and incorporating retail/restaurant, 'For-Sale' residential, neighborhood grocery and a minimum of 125,600 square feet of office. 'For-Rent' units shall have first class amenities, which shall include a private pool, fitness center, secure gated parking, resident's lounge, business center, on-site management office, concierge services and secure elevator access. If a building permit is not issued by December 16, 2022 residential units shall revert to 'For Sale' only.
   e. Parking Decks – Maximum of 6 levels, except that parking decks along Lakeview Parkway shall be a maximum of 3 levels. Except for the 3 parking decks serving office buildings, all parking decks shall be wrapped with residential or non-residential uses where visible from the public right-of-way. Parking decks visible from Haynes Bridge Road, Lakeview Parkway and Morrison Parkway shall be treated with comparable materials and finishes as the buildings they serve or screened from view with evergreen landscaping, as approved by Staff. Parking decks visible from Georgia 400 and the interchange shall be screened from

view with evergreen landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the Design Review Board.

4. The Master Plan area shall be limited to the following uses and further restricted by conditions of zoning:
   a. office
   b. retail
   c. restaurant (no drive-thru)
   d. residential

5. Retail uses shall be fitness uses customarily accessory to or amenities for office uses, restricted to the following uses:
   a. Art Gallery
   b. Bakery
   c. Barber Shop
   d. Beauty Shop
   e. Book Store
   f. Computer Supply Store
   g. Copy Center/Print Shop
   h. Drug Store (not to exceed 2,000 SF)
   i. Dry Cleaning Pick-up Station
   j. Fitness Studio
   k. Florist, Retail without Greenhouse
   l. Gourmet Food Store
   m. Office Supply Store (not to exceed 2,000 SF)
   n. Package Shipping/Mail Box Store
   o. Restaurant (no drive-thru)
   p. Retail Sales and Services Establishment
   q. Shop or Studio, Craftsman/Artist
   r. School, Commercial

6. Building setback and landscape strip along Lakeview Parkway shall be 20'. Morrison Parkway building setback shall be 30'. Building under two stories on Haynes Bridge Road shall be 20'. Buildings above two stories shall have a 50' setback.

7. New internal street shall meet the Type 'C' Corridor regulations, as approved by the City's Traffic Engineer, and streets shall be private. Pedestrian bridges, stairs, elevators and escalators may encroach into public spaces if they don't impede pedestrian circulation or safety.

8. Building permit shall not be issued for any freestanding retail building before a building permit is issued for the 120,000 square foot office building.

9. Specimen trees shall be given special consideration and every attempt to incorporate them into the site plan shall be made as stipulated in the City's Tree Protection Ordinance. In addition, specimen trees #468, 477, 512, 547, 560, 566, 568, 569, 571, 591, 592, 596, and 620 shall be saved subject to Alpha Loop and roadway improvement requirements.

10. A minimum 25.06 acres of civic space and 7.22 acres of amenity space shall be required for the proposed development, as depicted on the 12/4/2019 plan. The greenspace to the west of the lake shall remain undisturbed, except for the trail and related improvements around the lake. A bocce ball court, or an alternative outdoor recreational feature, shall be required within an area designated public space, as approved by Staff.

Design Conditions:

11. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development. At grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and recreational facilities within the development and across Lakeview Parkway to the existing office development. Pedestrian crossings throughout development shall be ramped and the surface materials shall be brick pavers, cobblestones or aesthetically treated concrete products as approved by Staff. Bicycle facilities shall be provided throughout the development.

12. Detention facilities shall not be visible from a public right-of-way, except a decorative water feature approved by Staff.

13. Retaining walls visible from developed areas exceeding 16' in height shall be terraced.

14. Developer shall meet EcoDistrict measures per Page 6 of the applicant's Letter of Intent, dated 10/7/2019. Developer shall provide detailed information at LDP and Building permit regarding compliance with each requested EcoDistrict measure, with final approval by Staff.

16. A bus shelter shall be incorporated into the plan design along Haynes Bridge Road or at an alternative location acceptable to MARTA. Developer shall work in good faith with MARTA to add the development to city bus routes in order to assist with transportation service for employees, residents and guests. The public shall be permitted to park in the office parking lots on evenings and weekends. Applicant shall not be required to construct a bus shelter if MARTA does not add 360 Tech Village to its route system.

16. Prior to LDP for development. The applicant shall submit for approval a document to be entitled 'TPA Group/360 Tech Village Design Standards'. This document shall include elevations or architectural themes of buildings, specifications for street furniture including benches, trash receptacles, lighting, fountains, bicycle racks, bus shelter, signage landscaping themes and focal point features and shall be substantially similar to the renderings filed with the 2019 application, as amended. Design standards will be presented to Staff and the Design Review Board for review and approval. The document also shall detail entrance treatment for the Haynes Bridge Road/Lakeview Parkway intersection, which shall compliment any existing or changed entrance feature across Lakeview Parkway. Retaining walls also shall be complementary.

17. Plans for buildings, landscaping and signage (in the form of a 'sign package') shall be subject to review and approval by the Design Review Board.

18. Awnings shall be provided on buildings at street level in commercial areas where reasonably appropriate in order to protect pedestrians from inclement weather.

19. Surface parking areas shall comply with current UDC requirements for screening and tree islands. A decorative, low wall shall be located along Lakeview Parkway, where needed, to obscure views of surface parking from Lakeview Parkway.

20. All buildings along Haynes Bridge Road, Morrison Parkway and Lakeview Parkway must face those streets or appear to face those streets. Backside of buildings or 'back of house' functions (such as loading or dumpster area) shall not be visible from those streets. Parapet walls shall be used as needed to screen roof-top mechanical equipment and views.

21. New driveways within the development shall be private and shall include a planted median with sufficient space for tree plantings, as approved by Staff.

22. The view corridor from Haynes Bridge Road to the lake, along the main boulevard, shall be required, as depicted on the plan. A structure for seating or gathering, such as a gazebo or similar structure, shall be provided at the end of the boulevard near the lake, as approved by Staff.

23. The corner of Haynes Bridge Road and Lakeview Parkway shall be designed with a minimum 5,000 square foot green space and shall incorporate a wall approved by the DRB, landscaping and a focal point feature (sculpture). Applicant shall provide a minimum of 6 original sculptures located at prominent locations throughout the development, as approved by Staff with input from the local arts committees. Locations shall include the corner of Lakeview Parkway and Haynes Bridge Road. Approval and construction of at least 1 sculpture shall be required concurrent with the first CO. A minimum of 1 additional sculpture shall be required concurrent with the first CO of each subsequent phase of development. All sculptures shall be required prior to final CO issued for the last building constructed.

24. In order to further 2035 Comprehensive Plan strategy LU-6.2, no stand-alone retail development shall be located within 500' of the GA 400 interchange.

25. Prior to the first LDP for development, applicant shall submit a construction phasing plan that shall demonstrate how construction will be staged and implemented in a manner that screens construction views from adjacent roadways. All project components shall be developed in the first phase, except for the 200,000 SF and 150,000 SF office buildings and associated parking decks.

26. Prior to the first LDP for development, applicant shall submit a revised master plan for the entire parcel to the City, which shall incorporate the approved conditions, as well as the following:
   - Approved specifications and standards identified for each use within the total development.
   - Pedestrian railwork.
   - Overall planned open space areas.

27. Each plan submitted for an LDP shall include an on-going density and acreage tabulation.

28. Alcohol license distance requirements from residential development shall be waived.

29. Creative signage is encouraged, and rooftop signs shall be permitted, as approved by the DRB.

30. All site plans and civil design plans hereafter submitted to the City of Alpharetta shall state as the first note: "this plan reflects conditions stipulated through public hearing regarding case MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village"

Landscape Conditions:

31. Along Lakeview Parkway, the existing sidewalk shall be widened with brick or similar pavers an additional 2' in the beauty strip to the back of curb. All new utilities shall be located underground. Existing landscape strips adjacent to the development along Morrison Parkway, Haynes Bridge Road and Lakeview Parkway shall be replanted where needed, as approved by Staff.

32. Landscaping areas shall not contain any parking, water detention area or buildings, or portion thereof, except that a detention pond or ponds may be located within the landscaping area if decorative and will provide an amenity. However, there shall be no encroachment into the Georgia 400 tree buffer, except for multi-use path as approved by Staff.

33. At least 1 rooftop amenity shall be required within the development. Outdoor dining areas shall not count against the maximum permitted retail/restaurant square footage.

34. Provide detailed street planting for Haynes Bridge Road, Morrison Parkway and Lakeview Parkway. Landscape plan shall be approved prior to issuance of an LDP and shall try to save the existing mature street trees, except at curb cuts and in accordance with an approved stream paving plan along Lakeview Parkway. Morrison Parkway and Haynes Bridge Road, with final approval by Staff.

35. Developer shall be responsible for planting and maintenance of medians within the development site and for the medians located on Lakeview Parkway, which are contiguous to the development's site. The planting and maintenance shall be in accordance with a plan approved by Staff.

36. Parking lot islands shall be planted with trees, shrubs and ground covers (not with mulch only). Developer shall add shade structures and/or trees on the top floor of parking decks to cover a minimum 15% of this surface.

37. Developer shall dedicate a permanent easement and construct a 12' multi-use trail (Alpha Loop) as depicted on the site plan prepared by Nelson, revised 12/6/2019, with final alignment/design/materials approved by Staff and construction completed prior to the first residential CO. Alpha Loop shall be clearly delineated and separate from private sidewalk associated with storefronts on the 'For-Rent' building. A crosswalk shall be provided across Morrison Parkway at the existing signalized intersection at Lakeview Parkway and shall be constructed of a material approved by Staff. Trail entrance gateways/arches shall be provided on Morrison Parkway and Haynes Bridge Road and shall count towards the original sculpture's requirement. Alpha Loop shall include seating/gathering areas, lighting, landscape, hardscape, and Eagtler (or comparable bike sharing provider) bike station (per applicant's Letter of Intent). Multi-use trail shall be promoted to the public by providing parking, access and trails for public enjoyment. A bike share station shall be provided at a location(s) along the trail, as approved by Staff. Wayfinding signage shall be placed at key locations along the trail. Developer shall dedicate a minimum 30' permanent easement through the GA 400 buffer for the purpose of a future Alpha Loop trail alignment. Alpha Loop improvements shall be eligible for impact fee credits, as approved by Staff. Alpha Loop shall maintain a minimum 25' setback from all buildings, except along the ground floor storefronts associated with the 'For-Rent' building.

38. The 50' perimeter around the lake that include a minimum 12' wide multi- use trail and gathering areas (gazebo, grilling stations, fire pits, benches, etc.) and exercise stations, as approved by Staff. The width of the multi- use trail may be reduced to save trees, as approved by Staff. The condition of the existing pedestrian bridges across the lake shall be assessed, repairs and widening shall be made by the developer/property owner as approved by Staff.

39. The 32,124 square foot Central Green shall include landscape and hardscape for public space for recreation, entertainment, and/or civic purposes.

40. Lake shall be designed for active recreation, including terraced amphitheater, pizza area, food truck staging area and pier.

41. Wetlands shall be counted as park space, if applicant improves the area with boardwalks, walkways, or educational amenities.

42. Site access off Lakeview Parkway shall be unsignalized. The right-in/right- out only drive on Lakeview Parkway shall be channelized to prevent unlawful turning movements. A roundabout shall be required on Lakeview Parkway, as depicted on the plan, at site driveway 3. Design of roundabout shall meet City LOS standards, as approved by Staff

General Conditions of Approval to GRTA Notice of Decision:

43. Development Intensity and Use
   - Provide a mix of residential, office and retail uses.

44. Access Management
   - Signalized intersections along Lakeview Parkway shall be a minimum of 1,000' from the existing signal at the intersection of Haynes Bridge Road and Lakeview Parkway.
   - Provide a maximum of 4 site driveways on Lakeview Parkway.
   - Align driveways on Lakeview Parkway with opposing existing driveways or offset by a minimum of 150'.
   - Any full movement site driveway on Lakeview Parkway must be a minimum of 450' from Haynes Bridge Road.
   - Any right-in/right-out site driveways on Lakeview Parkway must be a minimum of 200' from Haynes Bridge Road.
   - No direct site access is allowed onto Haynes Bridge Road.
   - No outparcels are allowed direct access on Haynes Bridge Road or Lakeview Parkway.
   - Provide shared driveway between adjacent property (shown as "MetLife") and the proposed development, as shown on plan.
   - All internal intersections shall be a minimum of 100' from Lakeview Parkway.

45. Pedestrian Facilities
   - Provide a system of sidewalks throughout the development providing pedestrian access to all uses, building entrances and site driveways.
   - Provide safe pedestrian crossings at all site driveway intersections (four-legged intersections) on Lakeview Parkway, including roundabouts

46. Road Improvements to GRTA Notice of Decision:
Haynes Bridge Road at Lakeview Parkway/Northwinds Parkway
   - Construct 1 additional northbound left-turn lane along Haynes Bridge Road onto Lakeview Parkway creating dual northbound left-turn lanes. The requirement shall be removed if a new study by DRI determines it unnecessary.
   - Construct 1 additional eastbound right-turn lane along Lakeview Parkway onto Haynes Bridge Road creating dual eastbound right-turn lanes. The requirement shall be removed if a new study by DRI determines it unnecessary.
   - All intersections with Haynes Bridge Road and Lakeview Parkway shall be designed as directed by staff.

SUPPLEMENTAL CONDITIONS PROVIDED BY THE CITY OF ALPHARETTA ON JUNE 6, 2022 VIA EMAIL.

PH-21-04

- Council Member Richard offered a motion to approve PH-21-04 TPA Group/360 Tech Village Change to Condition of Zoning, subject to the following conditions:

37. Developer shall dedicate a minimum 20' permanent easement, and any necessary construction easements, through the Georgia 400 buffer for the purpose of a future Alpha Loop trail alignment. In addition, developer shall dedicate a permanent easement and construct a 12' concrete path around the lake and connecting to Morrison Parkway, with final alignment/ design/ materials approved by Staff and construction completed prior to the first residential Certificate of Occupancy. An enhanced crosswalk shall be provided across Morrison Parkway at the existing signalized intersection at Lakeview Parkway and shall be constructed of a material approved by Staff. Trail entrance gateways/arches shall be provided on Morrison Parkway and Lakeview Parkway and shall count towards the original sculpture's requirement. Alpha Loop shall include seating/gathering areas, lighting, landscape, hardscape, and a bike station (per applicant's Letter of Intent). Alpha Loop shall be promoted to the public by providing parking, access, and multi-use trails for public enjoyment. Wayfinding signage shall be placed at key locations along the Alpha Loop. Alpha Loop improvements shall be eligible for impact fee credits, as approved by Staff. Alpha Loop shall maintain a minimum 15' setback from all buildings.

   - The motion received a second from Council Member Burnett
   - The motion was approved unanimously (6-0)

PH-21-15 Lakeview/TPA Change to Conditions of Zoning

- Council Member Richard offered a motion to approve subject to the following conditions:

3. Development regulations shall be as follows:

   c. 'For-Sale' Residential – Up to 60 townhome units shall be permitted in up to 4-story buildings. No more than 10% of townhomes shall be permitted to be rented, as recorded

   in the development covenants.

   e. Parking Decks – Maximum of 6 levels, except that parking decks along Lakeview Parkway shall be a maximum of 3 levels. The west elevation of the 6-level parking deck shall be screened from the public view to not appear as a parking deck, as approved by Design Review Board. Except for the 3 parking decks serving office buildings, all parking decks shall be wrapped with residential or non-residential uses where visible from the public right-of-way. Parking decks visible from Haynes Bridge Road, Lakeview Parkway and Morrison Parkway shall be treated with comparable materials and finishes as the buildings they serve or screened from view with evergreen landscaping, as approved by Staff. Parking decks visible from Georgia 400 and the interchange shall be screened from view with evergreen landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the Design Review Board.

9. Specimen trees shall be given special consideration and every attempt to incorporate them into the site plan shall be made as stipulated in the City's Tree Protection Ordinance. In addition, specimen trees #447, 473, 477, 512, 563, 579 (subject to City Arborist approval), 591, 593, 596, 620, 621 and 820 shall be saved subject to Alpha Loop and roadway improvement requirements.

44. Access Management

- Signalized intersections along Lakeview Parkway shall be a minimum of 1,000' from the existing signal at the intersection of Haynes Bridge Road and Lakeview Parkway.
- Provide a maximum of 4 site driveways on Lakeview Parkway.
- Align driveways on Lakeview Parkway with opposing existing driveways or offset by a minimum of 150'.
- Any full movement site driveway on Lakeview Parkway must be a minimum of 450' from Haynes Bridge Road.
- Any right-in/right-out site driveways on Lakeview Parkway must be a minimum of 200' from Haynes Bridge Road.
- No direct site access is allowed onto Haynes Bridge Road, but a right turn from Haynes Bridge Road into the site is allowed subject to GRTA approval.
- No outparcels are allowed direct access on Haynes Bridge Road or Lakeview Parkway.
- Provide shared driveway between adjacent property (shown as "MetLife") and the proposed development, as shown on plan.
- All internal intersections shall be a minimum of 100' from Lakeview Parkway.

- Council Member Merkel seconded the motion
- The motion was approved unanimously (7-0).

FINAL SUBDIVISION PLAT OF
LOT 4D - GEORGIA 400 CENTER
FOR
LWV TPA GA 400, LLC
LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	08/24/22	MJR	SPLIT LOT 4D-5 (LAKE STREET) INTO LOTS 4-D5, 4D-L3, & 4D-L5
2	01/31/23	MJR	ADD IMPROVEMENTS AND ADD STORM, SEWER AND WATER EASEMENTS.
3	03/25/23	MJR	ADD FULTON COUNTY PUBLIC WORKS SIGNOFF BLOCK.
4	09/28/23	DCJ	ADD TAX PARCEL ID'S, HATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL, MISC.
5	11/01/23	MJR	ADD FLOOD MAP AND DETENTION VAULT COORDINATES.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (770) 384-0392
FAX: (770) 384-0396
WWW.WBENGR.COM
LSF000429 – PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	BHL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	MRM
CHECKED BY:	VTH
FIELD BOOK #:	2732
JOB NUMBER:	200107
FOLDER NUMBER:	200107
CSSD FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	0
SHEET:	2 OF 8

NOTE: PRIVATE DEVELOPMENT AGREEMENT (LAKE STREET) - UNRECORDED

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the "**Agreement**") is entered into this 16 day of NOVEMBER, 2021, by and between the City of Alpharetta (the "**City**"), LWV TPA GA 400 LLC, a Delaware limited liability company ("**LWV**"), and 360 Tech Village Owners Association, Inc., a Georgia nonprofit corporation (the "**Association**").

WITNESSETH:

WHEREAS, on December 16, 2019, pursuant to 360 Tech Village Master Plan MP-19-07/Z-19-04/CU-19-09/TPA Group/360 Tech Village, the Mayor and Council rezoned approximately 62.47 acres to MU (mixed use) with conditions for the construction of a mixed use development known as 360 Tech Village (the "**Project**"); and

WHEREAS, the Association is the property owners' association for the Project under that certain Declaration of Covenants, Easements and Restrictions for 360 Tech Village by LWV, as Declarant, recorded on June 2, 2020, and recorded on June 6, 2020, at Deed Book 61711, Page 12, Fulton County, Georgia records (the "**Declaration**"); and

WHEREAS, in connection with the development of the Project, LWV has granted to Fulton County (the "**County**") certain utility easements (the "**County Utility Easements**") for water and sewer facilities (the "**Facilities**"), pursuant to which the County is obligated to inspect, replace, repair and maintain the Facilities (the "**County Facilities Work**"), and which County Utility Easements are listed on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Facilities are located underneath certain roads within the Project (the "**Project Roads**"), and the City and the County have entered into an agreement pursuant to which the City will perform all ancillary and aesthetic work to repair and restore any hardscape or landscape within the Project Roads or the adjacent areas within the Project damaged or disrupted as a result of the County Facilities Work (the "**Restoration Work**"); and

WHEREAS, LWV and the Association have jointly and severally agreed to assume and perform the City's obligations as to the Restoration Work; and

WHEREAS, the City, LWV and the Association have determined that it is in all of their respective best interests to enter into this Private Development Agreement to more specifically provide for (i) LWV's and the Association's obligations with respect to the Restoration Work; and (ii) such other terms and conditions as the parties deem appropriate.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Restoration Work. LWV and the Association, jointly and severally, shall, at their sole cost and expense, perform all of the Restoration Work required in connection with the County Facilities Work. Notwithstanding anything to the contrary herein or in the County Utility Easements, the Restoration Work does not include any repairs, maintenance work or replacement of the Facilities themselves, but only ancillary and aesthetic work after the County has restored the impacted area to a safe condition (e.g., filling in any holes made in connection with the County's work with gravel) to return the Project Roads and adjacent areas within the Project to a safe condition that is substantially the same condition as prior to any work by the County related to the Facilities. LWV and/or the Association will perform the Restoration Work in a safe manner and in compliance with all applicable laws, rules, ordinances, codes, permits and governmental approvals. LWV and/or the Association will commence Restoration Work promptly upon receipt of written notice from the County or the City of the need for the Restoration Work and diligently pursue same until completion.

2. Indemnity. LWV and/or the Association will conduct all of the Restoration Work at its own risk and expense and the City assumes no responsibility or liability whatsoever to any person for any injury, including death or property damage, caused by, attributable to or resulting from LWV's, the Association's or their respective employees', agents', contractors' or agents' performance of the Restoration Work. LWV and the Association hereby agree to indemnify, defend and hold the City harmless of, from and against any and all claims, liabilities, damages, actions, fines, liens, penalties or costs (including, without limitation, attorneys' fees and expenses of litigation) of any kind or nature whatsoever (and including, but not limited to actual, compensatory, consequential, punitive or statutory damages) arising from or related to the Restoration Work performed by LWV, the Association or their respective employees, agents, contractors or agents, except to the extent caused by the gross negligence or willful misconduct of the City, or its agents or employees.

3. Notices. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States registered or certified mail, postage prepaid, return receipt requested, or (iv) facsimile with confirmation of transmission followed by delivery of a copy of such notice sent the same business day by any method provided for herein, addressed to the party for whom intended at the address, or sent by facsimile to the facsimile number of such party, set forth below or at such other address or facsimile number as the party in question may specify in a written notice to the party giving notice. All notices shall be deemed given on the date delivered, or if sent by facsimile, on the date of the facsimile transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City:
City of Alpharetta
Two South Main Street
Alpharetta, Georgia 30009
Attn: Robert J. Regus, City Administrator
Fax Number: (678)297-6001

With a copy to:
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
Attn: Michael D. Stacy, City Attorney
Fax Number: (770)668-0878

With additional copy via e-mail to:
mstacy@boviskyle.com and
jws@boviskyle.com

If to LWV:
LWV TPA GA 400 LLC
1776 Peachtree Street NW
Suite 100
Atlanta, Georgia 30309
Attention: Nathan Pramik and Crawford Arnold

With a copy to:
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339
Attention: Melissa J. Perigrat
Fax Number: (770)956-1490

If to the Association:
360 Tech Village Owners Association, Inc.
1776 Peachtree Street NW
Suite 100
Atlanta, Georgia 30309
Attention: Nathan Pramik and Crawford Arnold

With a copy to:
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339
Attention: Melissa J. Perigrat
Fax Number: (770)956-1490

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect

to the subject matter hereof, and shall supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender shall include each other gender. Words in the singular shall include the plural and words in the plural shall include the singular. References to persons shall include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" shall be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms shall have the same meaning as ascribed to such terms in the City's Roads Impact Fee Ordinance.

d. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent shall be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. The parties agree that this Agreement may be construed as a Private Development Agreement in accordance with the City's Roads Impact Fee Ordinance, Parks and Recreational Facilities Impact Fee Ordinance, or Public Safety Impact Fee Ordinance and as contemplated by O.C.G.A. Section 36-71-1, et seq.

l. This Agreement is not a zoning contract and does not guarantee any particular rezoning or conditions of rezoning; provided, however, that any such rezoning shall not abrogate the rights and obligations of the parties under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

Approved as to form:
Michael D. Stacy
City Attorney

CITY OF ALPHARETTA, GEORGIA

By: _____
James Gilvin, Mayor

LWV TPA GA 400 LLC, a Delaware limited liability company

By: LWV TPA GA 400 Holdings LLC, a Delaware limited liability company, its sole member

By: TG GA 400 LLC, a Georgia limited liability company, as Manager

By: _____ (SEAL)
J. Bradford Smith, Manager

360 TECH VILLAGE OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

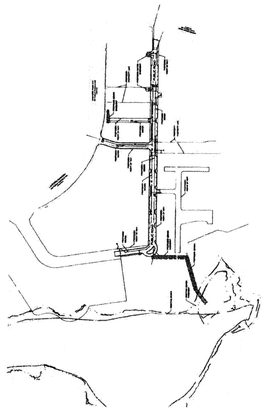
By: _____ (SEAL)
Crawford Arnold, President

By: _____ (SEAL)
Tyler Wakefield, Secretary

By: _____ (SEAL)
Luke Zemis, Treasurer

EXHIBIT A

COUNTY UTILITY EASEMENTS



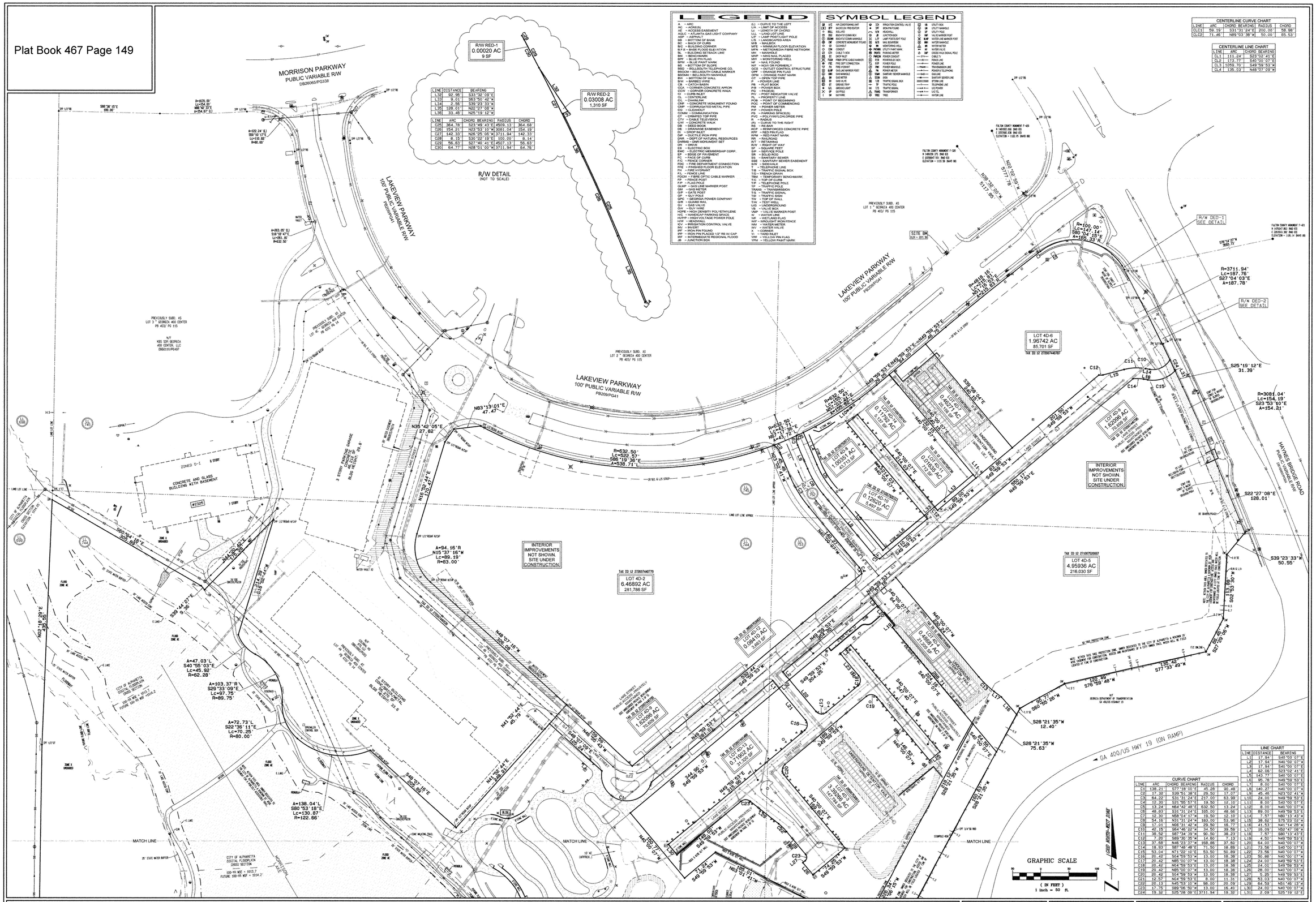
FINAL SUBDIVISION PLAT OF
LOT 4D - GEORGIA 400 CENTER
FOR
LWV TPA GA 400, LLC
LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	06/24/22	MCP	SPLIT LOT 4D-3 LAKE STREET INTO LOTS 4-05, 4-06 & 4-07
2	01/31/23	MCP	ADD STORM SEWER AND STORM, SEWER AND WATER EASEMENTS
3	03/15/23	MCP	ADD FULTON COUNTY PUBLIC WORKS SIGNOFF BLOCK
4	09/18/23	SCJ	ADD TAX PARCEL ID'S, WATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL WALLS
5	11/01/23	MCP	ADD FLOOD MAP AND DETENTION VAULT COORDINATES

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 354-6180
FAX: (770) 894-5870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	SHL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	YTH
FIELD BOOK #:	2730
JOB NUMBER:	200107
FOLDER NUMBER:	200107
CORD FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	0
SHEET:	3 OF 8

Plat Book 467 Page 149



CENTERLINE CURVE CHART					
LINE	ARC	CHORD BEARING	RADIUS	CHORD
CLC1	59.19'	S31°31'24"E	200.00'	58.98'
CLC2	71.46'	N89°03'38"W	50.00'	65.53'

CENTERLINE LINE CHART		
LINE	ARC	CHORD BEARING
CL1	111.24'	S23°02'41"E
CL2	173.77'	S46°00'07"E
CL3	1059.70'	S49°59'53"W
CL4	135.03'	N48°07'09"W

LINE CHART		
LINE	DISTANCE	BEARING
L1	17.94'	S40°00'07"E
L2	17.94'	N40°00'07"W
L3	17.94'	S40°00'07"E
L4	62.06'	S23°02'41"E
L5	143.77'	S40°00'07"E
L6	95.78'	N49°59'53"E
L7	8.00'	S40°00'07"E
L8	140.27'	N40°00'07"W
L9	45.46'	N25°27'41"W
L10	24.00'	N49°59'53"E
L11	8.00'	S40°00'07"E
L12	8.00'	N40°00'07"W
L13	89.00'	N49°59'53"E
L14	7.57'	N80°13'43"W
L15	38.62'	S75°23'02"W
L16	41.53'	N41°14'28"W
L17	16.09'	N52°47'08"W
L18	7.57'	S80°13'43"E
L19	4.50'	N49°59'53"E
L20	64.00'	N40°00'07"W
L21	73.56'	S40°00'07"E
L22	73.56'	N40°00'07"W
L23	50.80'	N40°00'07"W
L24	24.00'	N49°59'53"E
L25	24.00'	S49°59'53"W
L26	28.00'	N40°00'07"W
L27	5.25'	N49°59'53"E
L28	53.03'	N40°00'07"W
L29	64.59'	N51°46'13"W
L30	24.50'	N40°00'07"W
L31	2.09'	S25°19'12"E

CURVE CHART				
LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	138.21'	S77°18'00"E	45.28'	90.48'
C2	27.39'	S89°51'38"E	20.50'	17.07'
C3	64.22'	S31°31'24"E	217.00'	63.99'
C4	12.30'	S21°55'57"E	19.50'	12.10'
C5	13.24'	N84°40'48"E	632.50'	13.24'
C6	48.83'	S31°31'24"E	165.00'	48.66'
C7	12.30'	N58°04'17"W	19.50'	12.10'
C8	54.16'	N31°31'24"W	183.00'	53.96'
C9	17.01'	N66°31'48"W	29.50'	16.77'
C10	42.15'	S64°46'22"W	34.50'	39.59'
C11	38.52'	S87°34'39"W	90.50'	38.23'
C12	7.20'	S89°30'35"W	14.50'	7.13'
C13	37.68'	N46°23'37"W	168.86'	37.60'
C14	18.53'	S87°48'48"E	71.50'	18.48'
C15	53.04'	N71°22'10"E	53.50'	50.89'
C16	20.42'	S04°59'53"W	13.00'	18.38'
C17	20.42'	N85°00'07"W	13.00'	18.38'
C18	20.42'	N04°59'53"E	13.00'	18.38'
C19	20.42'	N85°00'07"W	13.00'	18.38'
C20	20.42'	S04°59'53"W	13.00'	18.38'
C21	12.57'	N04°59'53"E	8.00'	11.31'
C22	20.13'	N45°53'10"W	98.00'	20.09'
C23	17.75'	S89°05'50"W	13.00'	16.40'
C24	19.32'	S25°28'08"E	3711.94'	19.32'

FINAL SUBDIVISION PLAT OF

LOT 4D - GEORGIA 400 CENTER

FOR

LWV TPA GA 400, LLC

LOCATED IN

LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	06/24/22	MGR	SPLIT LOT 4D-9 (LAKE STREET) INTO LOTS 4-D3, 4D-13 & 4D-14.
2	01/31/23	AMCH	ADD IMPROVEMENTS AND ADD STORM, SEWER AND WATER EASEMENTS.
3	03/15/23	MGR	ADD FULTON COUNTY PUBLIC WORKS STUMPF BLOCK.
4	05/18/23	DCJ	ADD TAX PARCEL ID'S, MATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL HALL.
5	11/01/23	AMCH	ADD FLOOD MAP AND DETENTION VAULT COORDINATES.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 354-6130
FAX: (770) 684-6878
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	GHL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	KTH
FIELD BOOK #:	2730
JOB NUMBER:	200107
FOLDER NUMBER:	200107
COGO FILE:	N/A
DESC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	D
SHEET:	4 OF 8

Plat Book 467 Page 150

LAKEVIEW PARKWAY
100' PUBLIC VARIABLE R/W
PB209/PG41

LOT 4D-2
6.46892 AC
281,786 SF

LOT 4D-5
4.95936 AC
216,030 SF

LOT 4D-1
27.26056 AC
1,187,470 SF

INTERIOR IMPROVEMENTS NOT SHOWN. SITE UNDER CONSTRUCTION.

GEORGIA 400
PUBLIC VARIABLE R/W
PROJECT NO. APD-E-056-1(6)
AKA: TURNER MCDONALD PARKWAY

GA 400/US HWY 19 ON RAMP

MATCH LINE

LINE CHART

LINE	DISTANCE	BEARING
L1	17.94'	S40°00'07"E
L2	17.94'	N49°59'53"E
L3	17.94'	S40°00'07"E
L4	62.06'	S21°02'41"E
L5	143.77'	S40°00'07"E
L6	95.78'	N49°59'53"E
L7	8.00'	S40°00'07"E
L8	140.27'	N40°00'07"W
L9	45.46'	N23°10'41"W
L10	24.00'	N49°59'53"E
L11	8.00'	S40°00'07"E
L12	8.00'	N40°00'07"W
L13	89.00'	N49°59'53"E
L14	7.57'	N80°13'43"W
L15	38.62'	S76°23'02"W
L16	41.53'	N41°14'28"W
L17	16.09'	N52°47'08"W
L18	7.57'	S80°13'43"E
L19	4.50'	N49°59'53"E
L20	64.00'	N40°00'07"W
L21	73.56'	S40°00'07"E
L22	73.56'	N40°00'07"W
L23	50.88'	N40°00'07"W
L24	24.00'	N49°59'53"E
L25	24.00'	S49°59'53"W
L26	28.00'	N40°00'07"W
L27	5.25'	N49°59'53"E
L28	53.03'	N40°00'07"W
L29	64.59'	N51°46'17"W
L30	24.00'	N40°00'07"W
L31	2.09'	S25°19'10"E
L32	24.00'	S49°59'53"W
L33	24.00'	N49°59'53"E

CENTERLINE CURVE CHART

LINE	ARC	CHORD BEARING	RADIUS	CHORD
CLC1	59.15'	S31°31'24"E	200.00'	58.98'
CLC2	71.46'	N89°03'38"W	50.00'	65.53'

CENTERLINE LINE CHART

LINE	ARC	CHORD BEARING
CL1	111.24'	S23°02'41"E
CL2	173.77'	S40°00'07"E
CL3	1059.73'	S49°59'53"W
CL4	135.03'	N48°07'05"W

CURVE CHART

LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	138.21'	S77°18'00"E	45.28'	90.48'
C2	17.32'	S39°51'38"E	29.50'	17.07'
C3	64.29'	S31°31'24"E	217.00'	63.99'
C4	12.30'	S21°55'57"E	19.50'	12.10'
C5	13.24'	N64°42'48"E	532.50'	13.24'
C6	48.63'	S31°31'24"E	165.00'	48.46'
C7	12.30'	N58°04'17"W	19.50'	12.10'
C8	54.16'	N31°31'24"W	183.00'	53.96'
C9	17.01'	N05°31'42"W	29.50'	16.77'
C10	42.15'	S64°46'29"W	34.50'	39.58'
C11	38.52'	S87°34'39"W	90.50'	38.23'
C12	7.20'	S89°30'35"W	14.60'	7.13'
C13	37.68'	N46°23'37"W	168.86'	37.60'
C14	18.93'	S87°48'48"E	71.50'	18.88'
C15	53.04'	N71°22'10"E	53.50'	50.89'
C16	20.42'	S04°58'53"W	13.00'	18.38'
C17	20.42'	N85°00'07"W	13.00'	18.38'
C18	20.42'	N04°59'53"E	13.00'	18.38'
C19	20.42'	N85°00'07"W	13.00'	18.38'
C20	20.42'	S04°59'53"W	13.00'	18.38'
C21	12.57'	N04°59'53"E	8.00'	11.31'
C22	20.13'	N45°53'10"W	98.00'	20.09'
C23	17.75'	S89°06'50"W	13.00'	16.40'
C24	19.32'	S25°28'08"E	3711.94'	19.32'

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

FINAL SUBDIVISION PLAT OF
LOT 4D - GEORGIA 400 CENTER
FOR
LWV TPA GA 400, LLC
LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

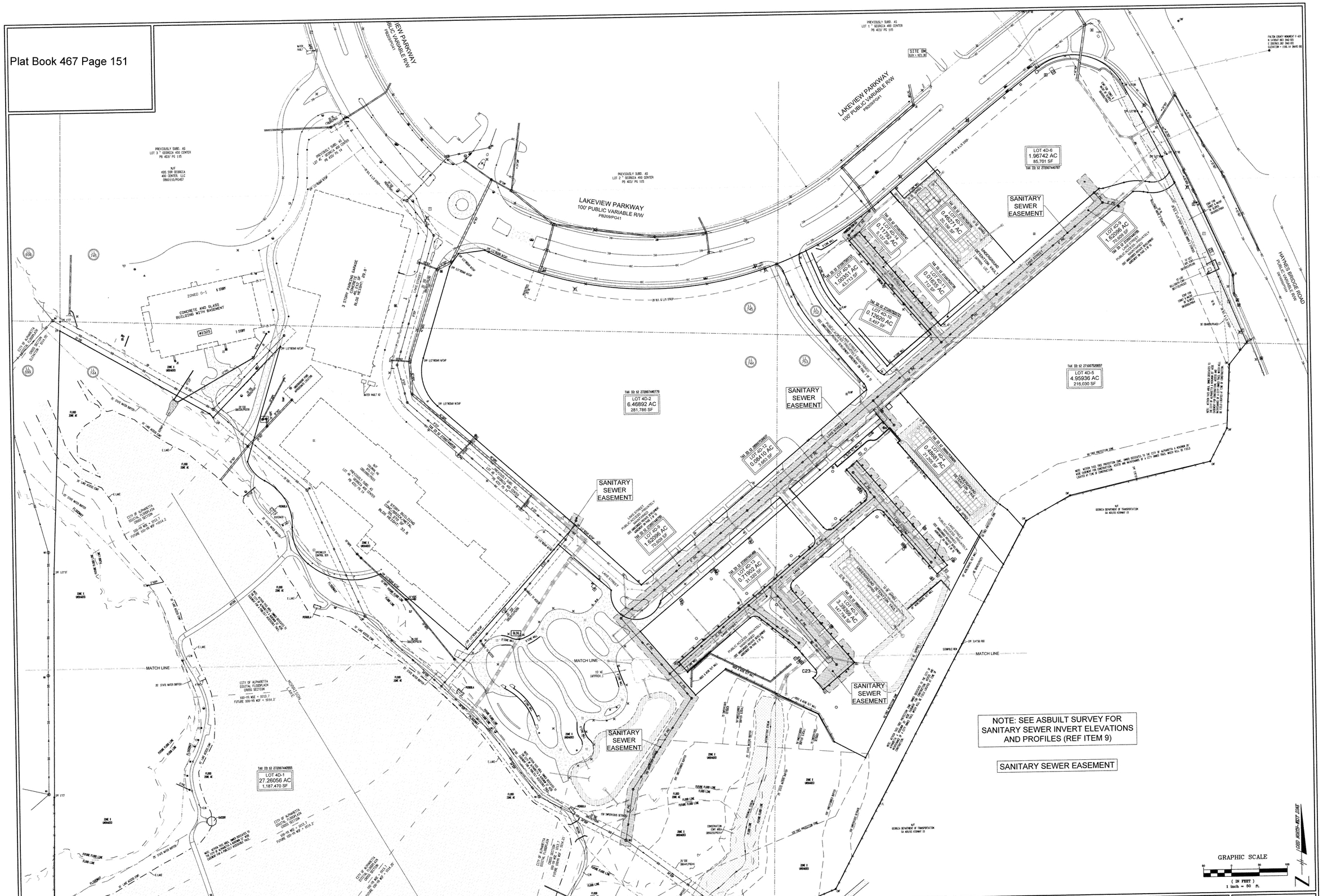
REVISIONS

NO	DATE	BY	DESCRIPTION
1	08/24/22	MGR	SPLIT LOT 4D-6 (LAKE STREET) INTO LOTS 4-D5, 4D-13 & 4D-14.
2	01/31/23	AMC	ADD IMPROVEMENTS AND ADD STORM, SEWER AND WATER EASEMENTS.
3	03/15/23	MGR	ADD FULTON COUNTY PUBLIC WORKS SIGNOFF BLOCK.
4	09/18/23	DCJ	ADD TAX PARCEL ID'S, MATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL WALLS.
5	11/01/23	AMC	ADD FLOOD MAP AND DETENTION VAULT DIMENSIONS.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 264-5195
FAX: (770) 684-8676
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	DAL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	YTH
FIELD BOOK #:	2730
JOB NUMBER:	200107
FOLDER NUMBER:	200107
CXRD FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/ALT/D/S:	FULTON/744/1/2
PLAT FILE:	0
SHEET:	5 OF 5

Plat Book 467 Page 151



FINAL SUBDIVISION PLAT OF

LOT 4D - GEORGIA 400 CENTER

FOR

LWV TPA GA 400, LLC

LOCATED IN

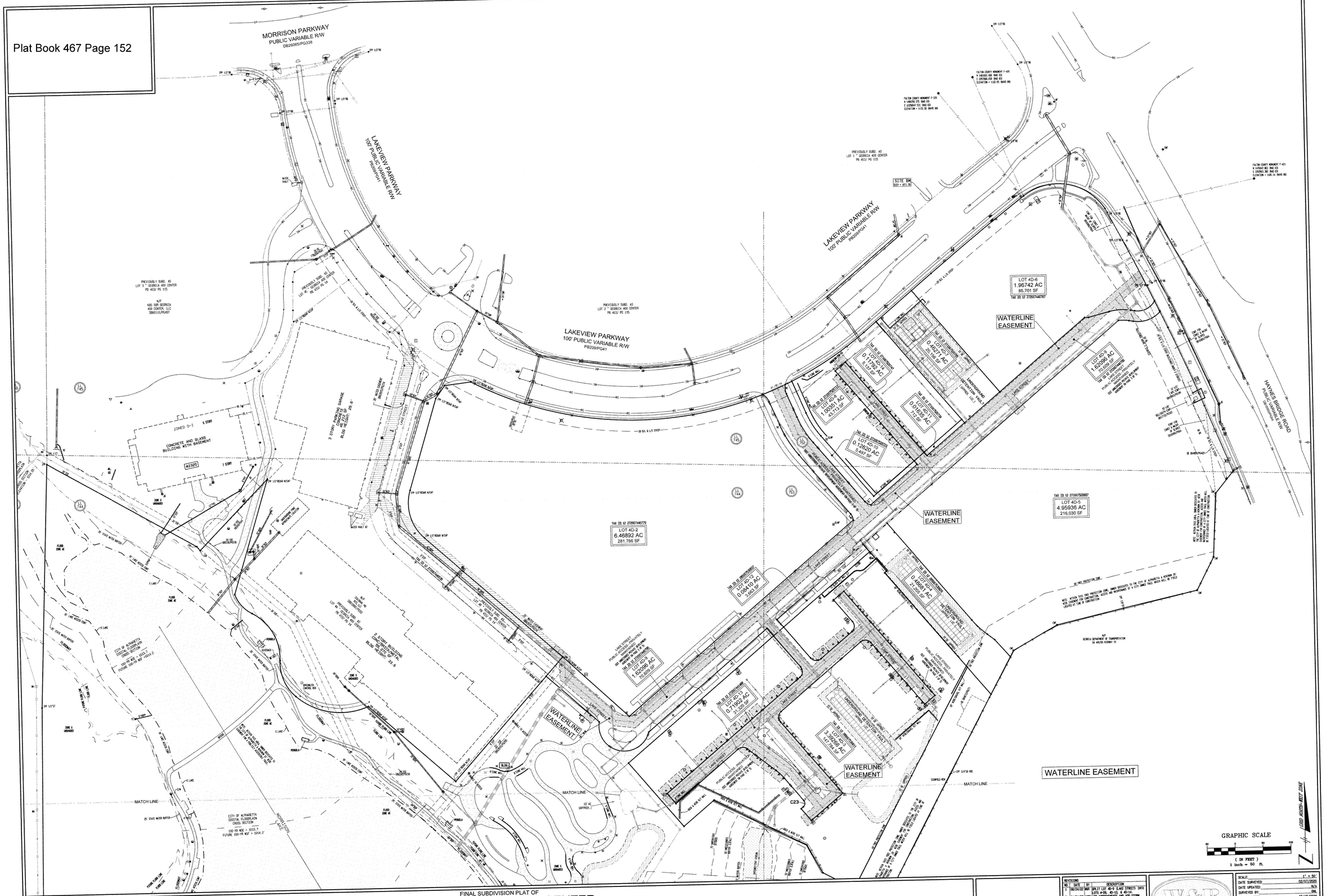
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	06/24/22	MGR	SPLIT LOT 4D-9 (LAKE STREET) INTO LOTS 4-06, 4D-15 & 4D-16.
2	01/31/23	AMCH	ADD IMPROVEMENTS AND ADD STORM SEWER AND WATER EASEMENTS.
3	03/15/23	MGR	ADD FULTON COUNTY PUBLIC WORKS SIGNOFF BLOCK.
4	09/18/23	DCJ	ADD TAX PARCEL ID'S, HATCH ACCESS EASEMENTS, STANTEC/NE DATA & LABEL CALLS.
5	11/01/23	AMCH	ADD FLOOD MAP AND DETENTION VAULT COORDINATES.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 354-6100
FAX: (770) 684-9870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	RHL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	VTH
FIELD BOOK #:	2730
JOB NUMBER:	200107
FOLDER NUMBER:	200107
COGO FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	0
SHEET:	5 OF 5

Plat Book 467 Page 152



FINAL SUBDIVISION PLAT OF

LOT 4D - GEORGIA 400 CENTER

FOR

LWV TPA GA 400, LLC

LOCATED IN

LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	09/24/22	MGR	SPLIT LOT 4D-6 LAKE STREET INTO LOTS 4D-13 & 4D-14.
2	01/31/23	JWC	ADD IMPROVEMENTS AND ADD STORM, SEWER AND WATER EASEMENTS.
3	03/15/23	MGR	ADD FULTON COUNTY PUBLIC WORKS SIGNOFF BLOCK.
4	06/18/23	DCJ	ADD TAX PARCEL ID'S, HATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL WALLS
5	11/01/23	JWC	ADD FLOOD MAP AND DETENTION VAULT COORDINATES.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-8486
FAX:
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	DHL
DATE DRAFTED:	05/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	JWC
CHECKED BY:	YTH
FIELD BOOK #:	2736
JOB NUMBER:	200107
FOLDER NUMBER:	200107
CO50 FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILE:	0
SHEET:	7 OF 8

Plat Book 467 Page 153
CHÉ ALEXANDER
Clerk of Superior Court

LAKEVIEW PARKWAY
100' PUBLIC VARIABLE R/W
PB209/PG41

LOT 4D-6
1.96742 AC
85,701 SF

LOT 4D-4
0.94221 AC
41,047 SF

LOT 4D-9
1.62086 AC
70,609 SF

LOT 4D-8
1.62086 AC
70,609 SF

LOT 4D-7
0.01635 AC
712 SF

LOT 4D-10
0.12820 AC
5,585 SF

LOT 4D-12
0.09410 AC
4,099 SF

LOT 4D-3
0.17900 AC
7,797 SF

LOT 4D-11
0.20661 AC
9,000 SF

LOT 4D-13
3.62084 AC
157,736 SF

LOT 4D-2
6.46892 AC
281,786 SF

LOT 4D-5
4.95936 AC
216,030 SF

LOT 4D-1
27.26056 AC
1,187,470 SF

STORM WATER EASEMENT

HAYNES BRIDGE ROAD
PUBLIC/VARIABLE R/W

MATCH LINE

NOTE: SEE ASBUILT SURVEY FOR STORMWATER INVERT ELEVATIONS AND PROFILES (REF ITEM 8)

STORM WATER EASEMENT

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

FINAL SUBDIVISION PLAT OF
LOT 4D - GEORGIA 400 CENTER
FOR
LWV TPA GA 400, LLC
LOCATED IN
LAND LOTS 744, 745, 752 & 753
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	06/04/20	MGR	SPLIT LOT 4D-9 (LAKE STREET) INTO LOTS 4-D9, 4D-13, & 4D-14.
2	01/31/23	AHCH	ADD IMPROVEMENTS AND ADJ STORM, SEWER AND WATER EASEMENTS AND FULTON COUNTY PUBLIC WORKS BLOCK.
3	03/15/23	MGR	ADD TAX PARCEL ID'S, MATCH ACCESS EASEMENTS, CENTERLINE DATA & LABEL, WALLS.
4	09/18/23	DCJ	ADD FLOOD MAP AND DETENTION VAULT COORDINATES.
5	11/01/23	AHCH	

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW STE 225
MARIETTA, GEORGIA 30060
PHONE: (678) 324-6188
FAX: (770) 514-0870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 50'
DATE SURVEYED:	02/07/2020
DATE UPDATED:	N/A
SURVEYED BY:	GHL
DATE DRAFTED:	06/15/2020
UPDATE DRAFTED:	N/A
DRAWN BY:	AHCH
CHECKED BY:	YTH
FIELD BOOK #:	2732
JOB NUMBER:	200107
FOLDER NUMBER:	200107
CDGO FILE:	N/A
DISC FILE:	200107 LOT 4D SUB
COUNTY/LL/D/S:	FULTON/744/1/2
PLAT FILES:	D
SHEET:	8 OF 8

DESCRIPTION OF PROPERTY
GA 400 CENTER / LAKEVIEW PARK / TECH 360
LOT 4D-2

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745, 752 & 753 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA BEING LOT 4D-2 ON THE FINAL SUBDIVISION PLAT OF LOT 4D – GEORGIA 400 CENTER FOR LWV TPA GA 400, LLC LOCATED IN LAND LOTS 744, 745, 752 & 753, 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA, DATE SURVEYED: FEBRUARY 7, 2020, DATE DRAFTED: MAY 15, 2020, LAST REVISED: NOVEMBER 1, 2023 AND PREPARED BY WATTS & BROWNING ENGINEERS, INC. AND RECORDED ON JULY 1, 2024 IN PLAT BOOK 467, PAGE 146, FULTON COUNTY, GEORGIA RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

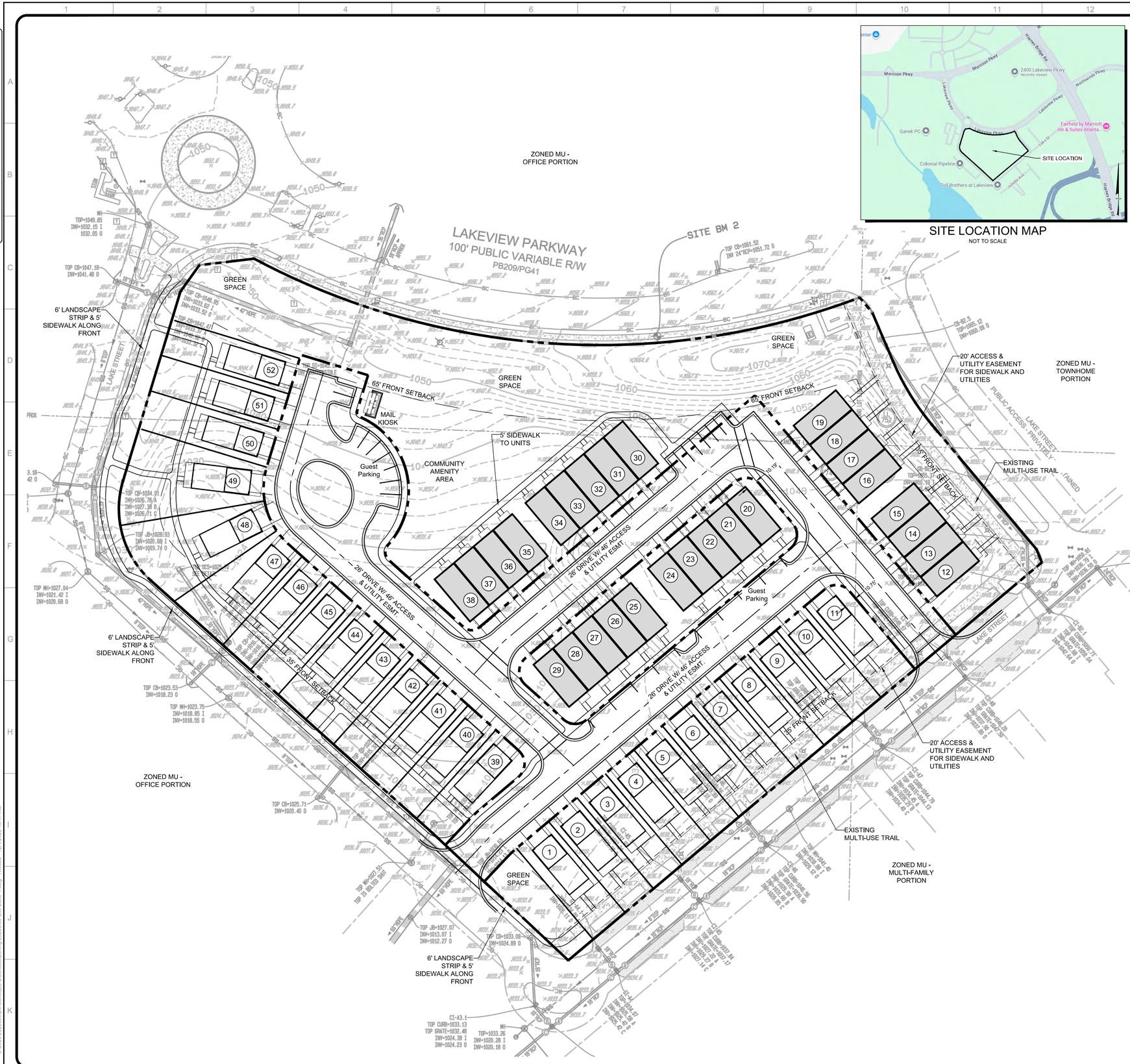
TO REACH THE **POINT OF BEGINNING,** COMMENCE FROM AN IRON PIN PLACED (1/2” REBAR W/CAP) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W; DEED BOOK 16950, PAGE 64) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W; PLAT BOOK 209, PAGE 41) AND PROCEED THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W) THE FOLLOWING COURSES AND DISTANCES:

1. 165.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 80°04'15" WEST, 147.14 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP);
2. 215.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4818.16 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 51°16'53" WEST, 215.81 FEET TO A POINT;
3. SOUTH 49°59'53" WEST FOR A DISTANCE OF 160.00 FEET TO A POINT;
4. 212.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 59°38'08" WEST, 211.78 FEET TO THE **POINT OF BEGINNING**.

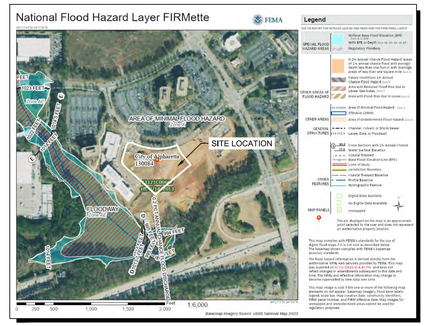
FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE DEPARTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W) 17.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 29.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 39°51'38" EAST, 17.07 FEET TO A POINT; THENCE SOUTH 23°02'41" EAST FOR A DISTANCE OF 45.46 FEET TO A POINT; THENCE 64.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 217.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 31°31'24" EAST, 63.99 FEET TO A POINT; THENCE SOUTH 40°00'07" EAST FOR A DISTANCE OF 140.27 FEET TO A POINT; THENCE 12.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 19.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 21°55'57" EAST, 12.10 FEET TO A POINT; THENCE SOUTH 49°59'53" WEST FOR A DISTANCE OF 532.44 FEET TO A POINT; THENCE NORTH 46°55'43" WEST FOR A DISTANCE OF 159.59 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP)); THENCE NORTH 48°07'16" WEST FOR A DISTANCE OF 326.08 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE 94.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 83.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 15°37'16" WEST, 89.19 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 16°52'44" EAST FOR A DISTANCE OF 170.47 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 35°42'05" EAST FOR A DISTANCE OF 27.82 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 83°13'01" EAST FOR A DISTANCE OF 47.47 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP) ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W); THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W) 538.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 86°19'36" EAST, 522.57 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 6.46892 ACRES, OR 281,786 SQUARE FEET.

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative.



SITE LOCATION MAP
NOT TO SCALE



FEMA FIRM MAP
NOT TO SCALE

SITE DATA:	
SITE AREA	±6.468 ACRES
ZONING	
EXISTING ZONING	MU
PROPOSED ZONING	MU
ZONING JURISDICTION	CITY OF ALPHARETTA, GEORGIA
ZONING OVERLAY	NORTHPOINT OVERLAY
PROPERTY SETBACK/BUFFER REQUIREMENTS	
FRONT SETBACK	65 FEET (LAKEVIEW PARKWAY)
SIDE SETBACK	35 FEET
REAR SETBACK	N/A
SINGLE FAMILY DETACHED LOT SETBACKS	
FRONT YARD SETBACK	10 FEET
SIDE YARD SETBACK	4 FEET
MAJOR SIDE YARD SETBACK (SIDE STREET)	5 FEET
REAR YARD SETBACK	0 FEET WITH ALLEY
SINGLE FAMILY ATTACHED LOT SETBACKS	
FRONT / SIDE / REAR SETBACKS PER LOT	0 FEET
DEVELOPMENT STANDARDS	
MAX. HEIGHT OF BUILDINGS	40 FEET
MAX. PRINCIPAL BUILDING COVERAGE	75% IMPERVIOUS COVERAGE (SITE)
MIN. FLOOR AREA PER DWELLING UNIT	1,800 SF
DEVELOPMENT STANDARDS	
DETACHED REAR LOADED HOMES PROVIDED	25 UNITS
REAR LOADED HOME LOT SIZE MIN.	2,400 SF
REAR LOADED HOME LOT WIDTH MIN.	32 FEET
DEVELOPMENT STANDARDS	
REAR LOADED HOMES PROVIDED	27 UNITS
REAR LOADED HOME LOT SIZE MIN.	1,350 SF
REAR LOADED HOME LOT WIDTH MIN.	22 FEET
TOTAL RESIDENTIAL HOMES PROVIDED	52 UNITS
SITE DENSITY PROVIDED	6.47 DUA (52 UNITS)
MAX DENSITY ALLOWED IN DISTRICT	8 UNITS PER ACRE
PARKING REQUIREMENTS	
MIN. PARKING REQUIRED	104 SPACES (2 SP/ DWELLING UNIT)
GUEST PARKING REQUIRED	1SP/20 UNITS / 52 UNITS = 3 SPACES
GUEST PARKING PROVIDED	15 SPACES
HOME PARKING PROVIDED	208 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
TOTAL PARKING PROVIDED	223 SPACES (4.15 SP/UNIT)
OPEN SPACE REQUIREMENTS	
MINIMUM OPEN SPACE REQUIRED	.65 ACRES (10% OF TOTAL SITE AREA)
GREEN SPACE TOTAL	1.32 ACRES (20.4% OF TOTAL SITE AREA)

24 HOUR CONTACT:
TYLER WAKEFIELD

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

LAKEVIEW PKWY.

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

LAKEVIEW PKWY. & LAKE STREET
ALPHARETTA, GEORGIA 30009

CITY OF ALPHARETTA JURISDICTION

FOR

TPA GROUP

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN

0 20 40 80 120

SCALE: 1" = 40'
DATE: 12/1/2025
PROJECT: 25225.00

Z1
SHEET

A&R Engineering, Inc.

Memorandum

To: Kenneth Wood, Planners & Engineers Collaborative
From: Abdul Amer, PE
Date: November 25th, 2025, Revised January 08, 2026.
Subject: Trip Generation Comparison Summaries - Lake Street in City of Alpharetta, Georgia. | A&R 25-224

The purpose of this memorandum is to give trip generation comparison summaries requested by city of Alpharetta, for the above development on Lake Street. The location of the development is shown below.

1. Approved Overall Trip Generation results of the combined site trips generated from the master development, showing the approved 10th edition ITE standards, from the memo issued by Kimley Horn.

TABLE 1 – TRIP GENERATION - AS PER SUBMITTED STUDY (10TH EDITION)

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Multifamily Housing (Low-Rise)	220	63 Units	462	231	231	31	7	24	39	25	14
Multifamily Housing (Mid-Rise)	221	225 Rooms	1,388	694	694	86	20	66	109	66	43
General Office Building	710	470,000 SF	4,760	2,380	2,380	468	402	66	495	79	416
Shopping Center	820	5,000 SF	188	94	94	5	3	2	19	9	10
High-Turnover (Sit-Down) Restaurant	932	19,000 SF	2,132	1,066	1,066	189	104	85	186	115	71
Total			**8,930**	**4,465**	**4,465**	**779**	**536**	**243**	**848**	**294**	**554**

2. Updated Overall Trip Generation results of the combined site trips generated from the already-approved master development using ITE's 12 edition.

TABLE 2 – TRIP GENERATION - AS PER SUBMITTED STUDY (12TH EDITION)

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Multifamily Housing (Low-Rise)	220	63 Units	475	238	237	35	8	27	38	23	15
Multifamily Housing (Mid-Rise)	221	225 Units	1,006	503	503	87	20	67	84	54	30
General Office Building	710	470,000 SF	3,113	1,556	1,557	546	481	65	496	79	417
Strip Retail Plaza (<40k)	822	5,000 SF	272	136	136	20	11	9	48	24	24
High-Turnover (Sit-Down) Restaurant	932	19,000 SF	1,971	986	985	170	94	76	174	106	68
Total			**6,837**	**3,419**	**3,418**	**858**	**614**	**244**	**840**	**286**	**554**

3. Proposed Overall Trip Generation results of the combined trips generated from the entire master development with the newly proposed residential land use change, using updated 12th edition standards, and comparing the resultant proposed overall trips with the updated overall trips requested in bullet 2

TABLE 3 – TRIP GENERATION - REDUCED OFFICE & ADDED RES UNITS (12TH EDITION)

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing	210	25 Units	227	114	113	22	6	16	27	17	10
Single-Family Attached Housing	215	27 Units	177	89	88	13	3	10	14	8	6
Multifamily Housing (Low-Rise)	220	63 Units	475	238	237	35	8	27	38	23	15
Multifamily Housing (Mid-Rise)	221	225 Units	1,006	503	503	87	20	67	84	54	30
General Office Building	710	270,000 SF	1,877	938	939	322	284	38	298	48	250
Strip Retail Plaza (<40k)	822	5,000 SF	272	136	136	20	11	9	48	24	24
High-Turnover (Sit-Down) Restaurant	932	19,000 SF	1,971	986	985	170	94	76	174	106	68
Total			**6,005**	**3,004**	**3,001**	**669**	**426**	**243**	**683**	**280**	**403**

TABLE 4 – TRIP GENERATION COMPARISON OF TABLE 2 AND TABLE 3

Land Use	Daily Traffic			AM Peak			PM Peak Hour		
	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Total Trip Generation – Table 2	6,837	3,419	3,418	858	614	244	840	286	554
Total Trip Generation – Table 3	6,005	3,004	3,001	669	426	243	683	280	403
Difference (Table 3 – Table 2)	**-832**	**-415**	**-417**	**-189**	**-188**	**-1**	**-157**	**-6**	**-151**
Difference in %	**-12%**	**-12%**	**-12%**	**-22%**	**-31%**	**-0%**	**-19%**	**-2%**	**-27%**

4. Trip Generation Comparison - Proposed residential uses versus previously approved office using ITE 12th edition standards.

TABLE 5 – TRIP GEN COMPARISON FOR PROPOSED RESIDENTIAL VS. PREVIOUSLY APPROVED OFFICE LAND-USE DEVELOPMENT (12TH EDITION)

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Proposed Single-Family Housing	210 & 215	25 + 27 Units	404	203	201	35	9	26	41	25	16
Previously Approved Office Land-Use	710	200,000 sf	1,444	722	722	244	215	29	229	37	192
Difference			**-1,040**	**-519**	**-521**	**-209**	**-208**	**-3**	**-188**	**-12**	**-176**
Difference %			**-257%**	**-255%**	**-259%**	**-597%**	**-2311%**	**-11%**	**-459%**	**-48%**	**-1100%**

Real Estate

View Bill

As of	11/21/2025
Bill Year	2025
Bill	2507801
Owner	LWV TPA GA 400 LLC
Parcel ID	12 -2720-0744-077-9

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	$4,017.18	$4,017.18	$0.00	$0.00	$0.00
TOTAL		$4,017.18	$4,017.18	$0.00	$0.00	$0.00

©2025 Tyler Technologies, Inc.

Filters

Code Enforcement

Filters | Styling

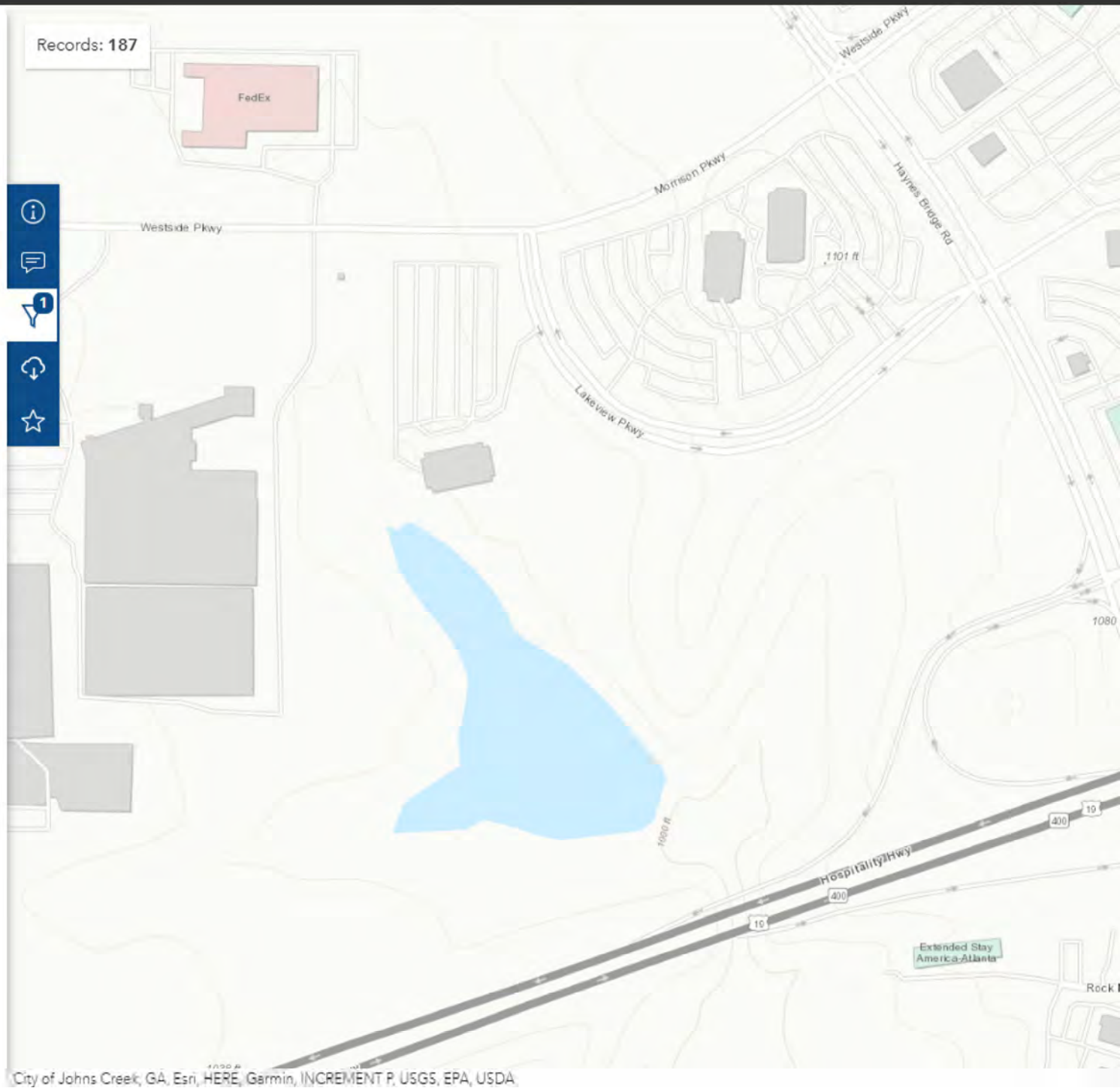
Filter as map moves

Location

0 lakeview pkwy

Select attribute filters (13)

- Type Description — Values: 4
- Number — Values: 187
- Tag — Values: 132
- Status Code — Values: 1
- Assigned To — Values: 2
- Initiated Date — 2/7/2022 to 11/19/2025
- Z



The information contained in this document is the exclusive property of Caldwell Cline Architects and Designers and cannot be used or reproduced in any manner without the expressed consent of the owner.

TRATON HOMES

STREET SCAPE

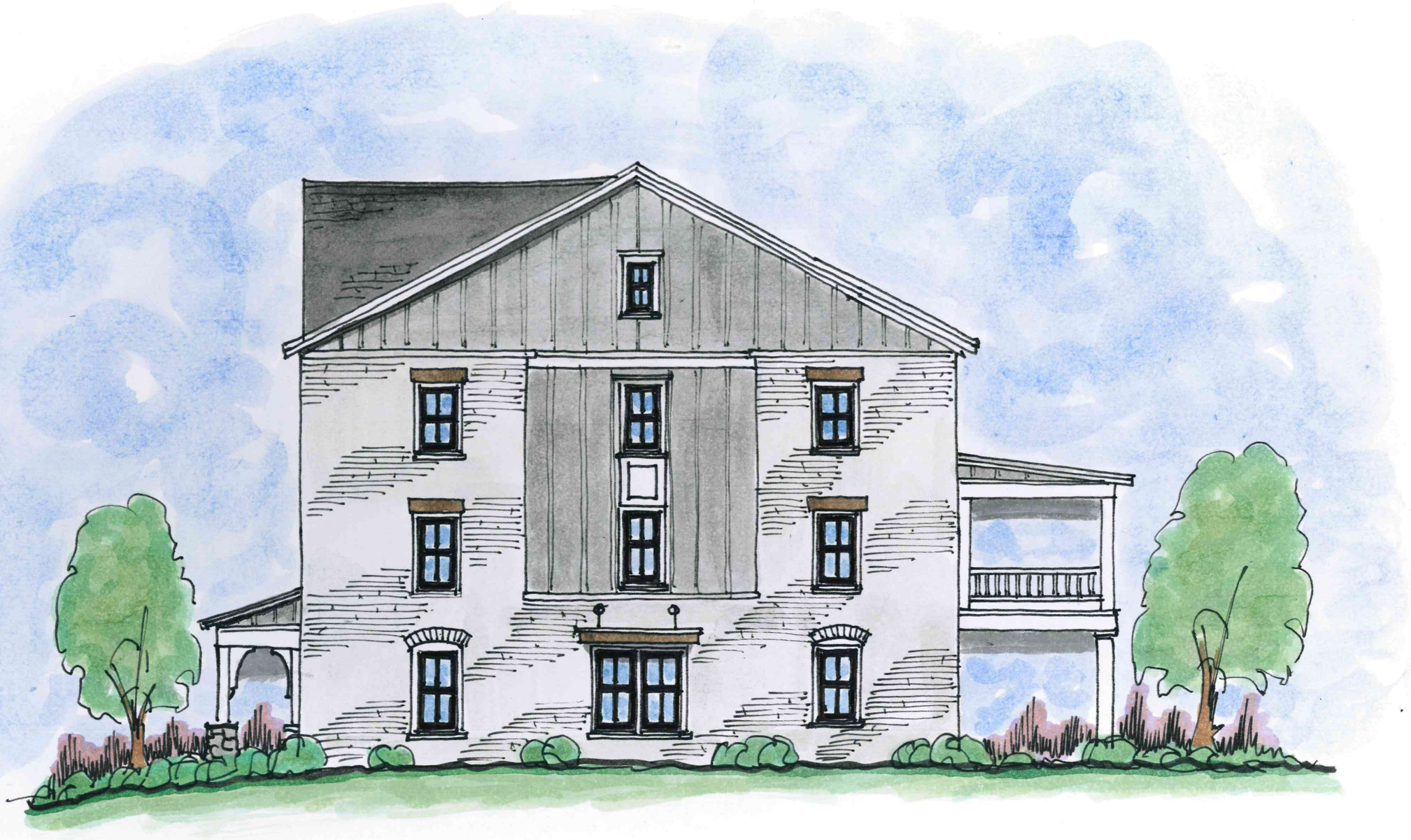
CALDWELL · CLINE
ARCHITECTS · DESIGNERS
222 CRESCENT CIRCLE MARIETTA GA 30064
PHONE 770-424-3882 678-668-8930 FAX

The information contained in this document is the exclusive property of Caldwell Cline Architects and Designers and cannot be used or reproduced in any manner without the expressed consent of the owner.

TRATON HOMES

STREET SCAPE

CALDWELL · CLINE
ARCHITECTS · DESIGNERS
222 CRESCENT CIRCLE MARIETTA GA 30064
PHONE 770-424-3882 678-668-8930 FAX



The information contained in this document is the exclusive property of Caldwell Cline Architects and Designers and cannot be used or reproduced in any manner without the expressed consent of the owner.

TRATON HOMES

SIDE ELEVATION

CALDWELL · CLINE
ARCHITECTS · DESIGNERS
222 CRESCENT CIRCLE MARIETTA GA 30064
PHONE 770-424-3882 678-668-8930 FAX

The information contained in this document is the exclusive property of Caldwell Cline Architects and Designers and cannot be used or reproduced in any manner without the expressed consent of the owner.

TRATON HOMES

SIDE ELEVATION

CALDWELL • CLINE
ARCHITECTS • DESIGNERS
222 CRESCENT CIRCLE MARIETTA GA 30064
PHONE 770-424-3882 678-668-8930 FAX

360 STUDIO LANDSCAPE ARCHITECTURE

PEC+ 60 YEARS Planners & Engineers Collaborative+

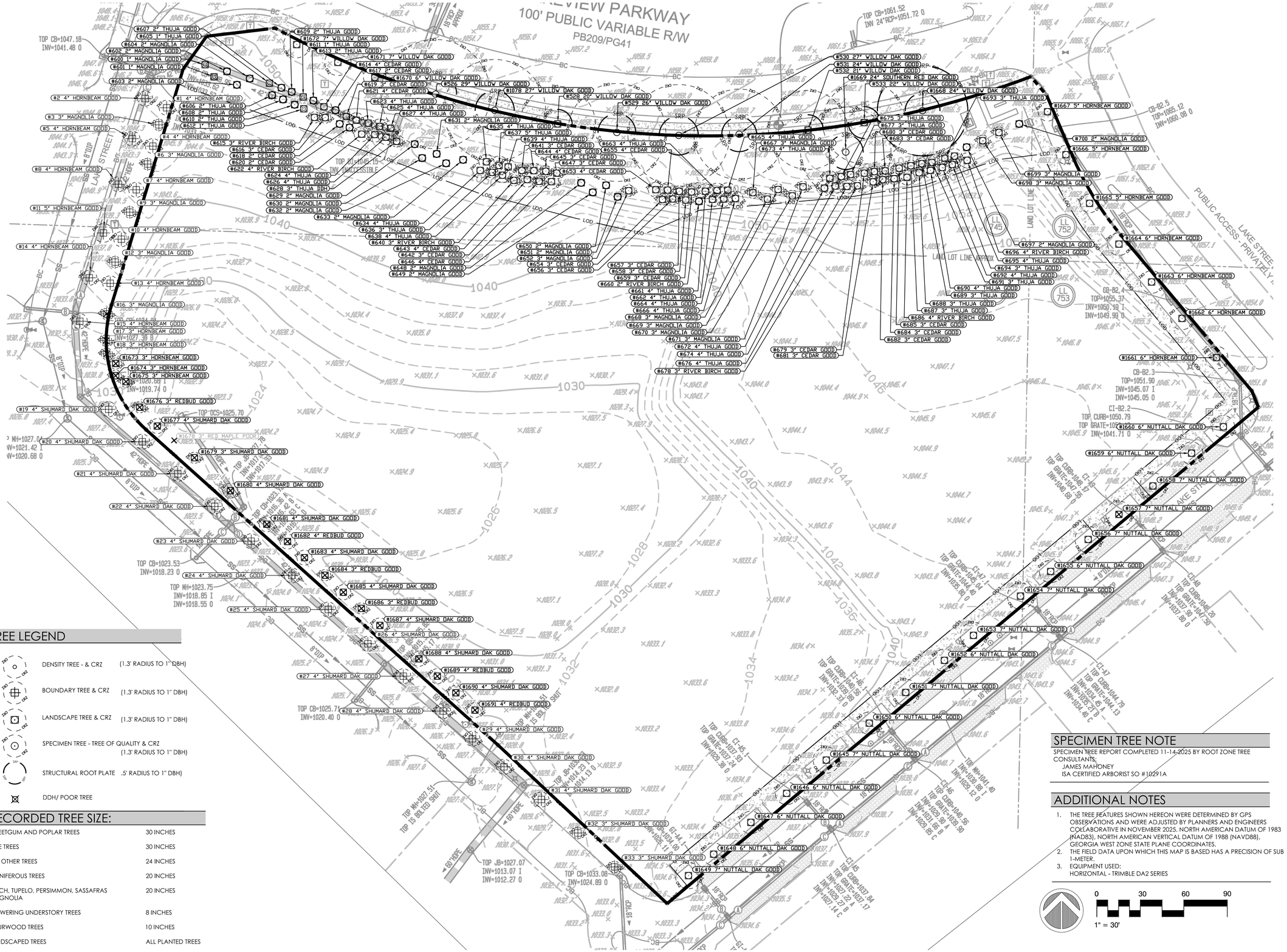
LAKEVIEW PARKWAY

LAKEVIEW PARKWAY at LAKE STREET
CITY OF ALPHARETTA, GA

GRID NORTH
GEORGIA WEST ZONE

0 20 40 80 120

SCALE: 1" = 40'
DATE: 11/24/2025
PROJECT: 25225.00



TREE LEGEND

- DENSITY TREE - & CRZ (1.3' RADIUS TO 1" DBH)
- BOUNDARY TREE & CRZ (1.3' RADIUS TO 1" DBH)
- LANDSCAPE TREE & CRZ (1.3' RADIUS TO 1" DBH)
- SPECIMEN TREE - TREE OF QUALITY & CRZ (1.3' RADIUS TO 1" DBH)
- STRUCTURAL ROOT PLATE .5' RADIUS TO 1" DBH)
- DDH/ POOR TREE

RECORDED TREE SIZE:

SWEETGUM AND POPLAR TREES	30 INCHES
PINE TREES	30 INCHES
ALL OTHER TREES	24 INCHES
CONIFEROUS TREES	20 INCHES
BEECH, TUPELO, PERSIMMON, SASSAFRAS MAGNOLIA	20 INCHES
FLOWERING UNDERSTORY TREES	8 INCHES
SOURWOOD TREES	10 INCHES
LANDSCAPED TREES	ALL PLANTED TREES
BOUNDARY TREES	ALL WITHIN 30'

SPECIMEN TREE NOTE

SPECIMEN TREE REPORT COMPLETED 11-14-2025 BY ROOT ZONE TREE CONSULTANTS;
JAMES MAHONEY
ISA CERTIFIED ARBORIST SO #10291A

ADDITIONAL NOTES

1. THE TREE FEATURES SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN NOVEMBER 2025. NORTH AMERICAN DATUM OF 1983 (NAD83); NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
2. THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A PRECISION OF SUB 1-METER.
3. EQUIPMENT USED:
   HORIZONTAL - TRIMBLE DA2 SERIES

0 30 60 90
1" = 30'

LAKEVIEW

FOR
TRATON HOMES
720 KENNESAW AVENUE, MARIETTA, GA 30060

LAKEVIEW PKWY (II) @ LAKE STREET, ALPHARETTA, GA 30009

ROOT ZONE TREE CONSULTANTS
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092 (678) 684-6202 WWW.RZCONSULTANTS.COM
A DIVISION OF PLANNERS AND ENGINEERS COLLABORATIVE WWW.PECATL.COM

REVISIONS:

NO.	DATE	BY	DESCRIPTION

TREE SURVEY

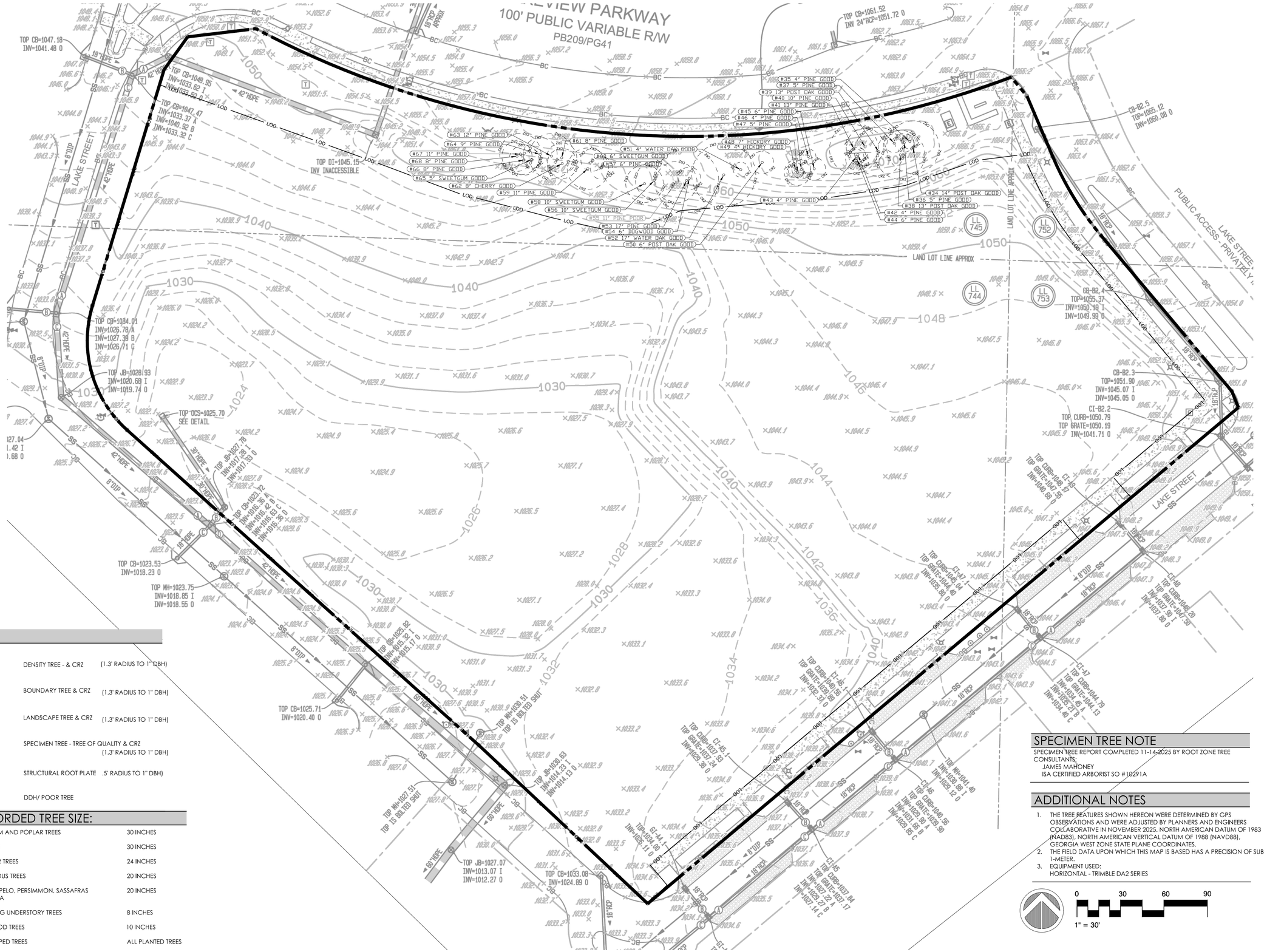
DATE: 11-14-2025
PROJECT: 25225.00

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

SHEET #
S1
OF

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. Planners and Engineers Collaborative ©



DENSITY TREE - & CRZ	(1.3' RADIUS TO 1" DBH)
BOUNDARY TREE & CRZ	(1.3' RADIUS TO 1" DBH)
LANDSCAPE TREE & CRZ	(1.3' RADIUS TO 1" DBH)
SPECIMEN TREE - TREE OF QUALITY & CRZ	(1.3' RADIUS TO 1" DBH)
STRUCTURAL ROOT PLATE	.5' RADIUS TO 1" DBH)
DDH/ POOR TREE	

RECORDED TREE SIZE:

SWEETGUM AND POPLAR TREES	30 INCHES
PINE TREES	30 INCHES
ALL OTHER TREES	24 INCHES
CONIFEROUS TREES	20 INCHES
BEECH, TUPELO, PERSIMMON, SASSAFRAS MAGNOLIA	20 INCHES
FLOWERING UNDERSTORY TREES	8 INCHES
SOURWOOD TREES	10 INCHES
LANDSCAPED TREES	ALL PLANTED TREES
BOUNDARY TREES	ALL WITHIN 30'

SPECIMEN TREE NOTE

SPECIMEN TREE REPORT COMPLETED 11-14-2025 BY ROOT ZONE TREE CONSULTANTS:
JAMES MAHONEY
ISA CERTIFIED ARBORIST SO #10291A

ADDITIONAL NOTES

1. THE TREE FEATURES SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN NOVEMBER 2025. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
2. THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A PRECISION OF SUB 1-METER.
3. EQUIPMENT USED:
HORIZONTAL - TRIMBLE DA2 SERIES

0 30 60 90
1" = 30'

LAKEVIEW

FOR
TRATON HOMES
720 KENNESAW AVENUE, MARIETTA, GA
30060

LAKEVIEW PKWY (0) @ LAKE STREET, ALPHARETTA, GA 30009

ROOT ZONE TREE CONSULTANTS
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092 (678) 684-6202 WWW.RZCONSULTANTS.COM
A DIVISION OF PLANNERS AND ENGINEERS COLLABORATIVE WWW.PECATL.COM

REVISIONS:

NO.	DATE	BY	DESCRIPTION

TREE SURVEY

DATE: 11-14-2025
PROJECT: 25225.00

PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

SHEET #
S2
OF

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request.
Planners and Engineers Collaborative ©

SPECIMEN TREE DATA			
TREE #	DBH "	SPECIES	Quality
526	29	WILLOW OAK	GOOD
529	26	WILLOW OAK	GOOD
530	27	WILLOW OAK	GOOD
531	24	WILLOW OAK	GOOD
1078	27	WILLOW OAK	GOOD
1668	24	WILLOW OAK	GOOD
1669	24	SOUTHERN RED OAK	GOOD

BOUNDARY TREE DATA			
TREE #	DBH "	SPECIES	Quality
1	4	HORNBEAM	GOOD
2	4	HORNBEAM	GOOD
3	3	MAGNOLIA	GOOD
4	4	HORNBEAM	GOOD
5	4	HORNBEAM	GOOD
6	3	MAGNOLIA	GOOD
7	4	HORNBEAM	GOOD
8	4	HORNBEAM	GOOD
9	3	MAGNOLIA	GOOD
10	4	HORNBEAM	GOOD
11	5	HORNBEAM	GOOD
12	3	MAGNOLIA	GOOD
13	4	HORNBEAM	GOOD
14	4	HORNBEAM	GOOD
15	4	HORNBEAM	GOOD
16	3	MAGNOLIA	GOOD
17	3	HORNBEAM	GOOD
18	3	HORNBEAM	GOOD
19	4	SHUMARD OAK	GOOD
20	4	SHUMARD OAK	GOOD
21	4	SHUMARD OAK	GOOD
22	4	SHUMARD OAK	GOOD
23	4	SHUMARD OAK	GOOD
24	4	SHUMARD OAK	GOOD
25	4	SHUMARD OAK	GOOD
26	4	SHUMARD OAK	GOOD
27	4	SHUMARD OAK	GOOD
28	4	SHUMARD OAK	GOOD
29	4	SHUMARD OAK	GOOD
30	4	SHUMARD OAK	GOOD
31	4	SHUMARD OAK	GOOD
32	3	SHUMARD OAK	GOOD
33	3	SHUMARD OAK	GOOD

LANDSCAPE TREE DATA			
TREE #	DBH "	SPECIES	Quality
528	20	WILLOW OAK	GOOD
532	21	WILLOW OAK	GOOD
533	22	WILLOW OAK	GOOD
600	1	MAGNOLIA	GOOD
601	1	MAGNOLIA	GOOD
602	2	MAGNOLIA	GOOD
603	2	MAGNOLIA	GOOD
604	2	MAGNOLIA	GOOD
605	1	THUJA	GOOD
606	2	THUJA	GOOD
607	2	THUJA	GOOD
608	2	THUJA	GOOD
609	2	THUJA	GOOD
610	2	THUJA	GOOD
611	1	THUJA	GOOD
612	1	THUJA	GOOD
613	2	THUJA	GOOD
614	4	CEDAR	GOOD
615	3	RIVER BIRCH	GOOD
616	3	CEDAR	GOOD
617	2	CEDAR	GOOD
618	2	CEDAR	GOOD
619	3	CEDAR	GOOD
620	2	CEDAR	GOOD
621	4	CEDAR	GOOD
622	4	RIVER BIRCH	GOOD
623	4	THUJA	GOOD
624	4	THUJA	GOOD
625	4	THUJA	GOOD
626	4	THUJA	GOOD
627	4	THUJA	GOOD
628	3	THUJA	DDH
629	2	MAGNOLIA	GOOD
630	2	MAGNOLIA	GOOD
631	2	MAGNOLIA	GOOD
632	2	MAGNOLIA	GOOD
633	2	MAGNOLIA	GOOD
634	4	THUJA	GOOD
635	4	THUJA	GOOD
636	3	THUJA	GOOD
637	5	THUJA	GOOD
638	4	THUJA	GOOD
639	4	THUJA	GOOD
640	3	RIVER BIRCH	GOOD
641	3	CEDAR	GOOD
642	3	CEDAR	GOOD
643	4	CEDAR	GOOD
644	4	CEDAR	GOOD
645	3	CEDAR	GOOD
646	4	CEDAR	GOOD
647	3	CEDAR	GOOD
648	2	MAGNOLIA	GOOD
649	2	MAGNOLIA	GOOD
650	2	MAGNOLIA	GOOD
651	2	MAGNOLIA	GOOD
652	3	MAGNOLIA	GOOD
653	4	CEDAR	GOOD
654	3	CEDAR	GOOD
655	4	CEDAR	GOOD
656	3	CEDAR	GOOD
657	3	CEDAR	GOOD
658	3	CEDAR	GOOD
659	3	CEDAR	GOOD
660	2	RIVER BIRCH	GOOD
661	4	THUJA	GOOD
662	4	THUJA	GOOD
663	4	THUJA	GOOD
664	4	THUJA	GOOD
665	4	THUJA	GOOD
666	4	THUJA	GOOD
667	3	MAGNOLIA	GOOD
668	3	MAGNOLIA	GOOD
669	3	MAGNOLIA	GOOD
670	3	MAGNOLIA	GOOD
671	3	MAGNOLIA	GOOD
672	4	THUJA	GOOD
673	4	THUJA	GOOD

LANDSCAPE TREE DATA			
TREE #	DBH "	SPECIES	Quality
674	4	THUJA	GOOD
675	3	THUJA	GOOD
676	4	THUJA	GOOD
677	3	THUJA	GOOD
678	3	RIVER BIRCH	GOOD
679	3	CEDAR	GOOD
680	3	CEDAR	GOOD
681	3	CEDAR	GOOD
682	3	CEDAR	GOOD
683	3	CEDAR	GOOD
684	3	CEDAR	GOOD
685	3	CEDAR	GOOD
686	4	RIVER BIRCH	GOOD
687	3	THUJA	GOOD
688	3	THUJA	GOOD
689	3	THUJA	GOOD
690	4	THUJA	GOOD
691	3	THUJA	GOOD
692	4	THUJA	GOOD
693	3	THUJA	GOOD
694	3	THUJA	GOOD
695	4	THUJA	GOOD
696	4	RIVER BIRCH	GOOD
697	2	MAGNOLIA	GOOD
698	3	MAGNOLIA	GOOD
699	3	MAGNOLIA	GOOD
700	2	MAGNOLIA	GOOD
1645	7	NUTTALL OAK	GOOD
1646	6	NUTTALL OAK	GOOD
1647	6	NUTTALL OAK	GOOD
1648	6	NUTTALL OAK	GOOD
1649	7	NUTTALL OAK	GOOD
1650	6	NUTTALL OAK	GOOD
1651	7	NUTTALL OAK	GOOD
1652	6	NUTTALL OAK	GOOD
1653	7	NUTTALL OAK	GOOD
1654	7	NUTTALL OAK	GOOD
1655	6	NUTTALL OAK	GOOD
1656	7	NUTTALL OAK	GOOD
1657	7	NUTTALL OAK	GOOD
1658	7	NUTTALL OAK	GOOD
1659	6	NUTTALL OAK	GOOD
1660	6	NUTTALL OAK	GOOD
1661	6	HORNBEAM	GOOD
1662	6	HORNBEAM	GOOD
1663	6	HORNBEAM	GOOD
1664	6	HORNBEAM	GOOD
1665	5	HORNBEAM	GOOD
1666	5	HORNBEAM	GOOD
1667	5	HORNBEAM	GOOD
1670	6	WILLOW OAK	GOOD
1671	7	WILLOW OAK	GOOD
1672	7	WILLOW OAK	GOOD
1673	3	HORNBEAM	GOOD
1674	3	HORNBEAM	GOOD
1675	3	HORNBEAM	GOOD
1676	3	REDBUD	GOOD
1677	4	SHUMARD OAK	GOOD
1678	3	RED MAPLE	POOR
1679	3	SHUMARD OAK	GOOD
1680	4	SHUMARD OAK	GOOD
1681	4	SHUMARD OAK	GOOD
1682	4	REDBUD	GOOD
1683	4	SHUMARD OAK	GOOD
1684	3	REDBUD	GOOD
1685	4	SHUMARD OAK	GOOD
1686	3	REDBUD	GOOD
1687	4	SHUMARD OAK	GOOD
1688	4	SHUMARD OAK	GOOD
1689	4	REDBUD	GOOD
1690	4	SHUMARD OAK	GOOD
1691	4	REDBUD	GOOD

LAKEVIEW

FOR
TRATON HOMES
720 KENNESAW AVENUE, MARIETTA, GA
30060

LAKEVIEW PKWY (0) @ LAKE STREET, ALPHARETTA, GA 30009

ROOT ZONE TREE CONSULTANTS
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092 (678) 684-6202 WWW.RZCONSULTANTS.COM
A DIVISION OF PLANNERS AND ENGINEERS COLLABORATIVE WWW.PEC-ATL.COM

REVISIONS:

NO.	DATE	BY	DESCRIPTION

TREE SURVEY

DATE: 11-14-2025
PROJECT: 25225.00

PRELIMINARY
NOT TO BE RELEASED FOR CONSTRUCTION

SHEET #
S3
OF

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request.
Planners and Engineers Collaborative ©

LAKEVIEW PARKWAY TOWNHOME DEVELOPMENT

Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

DECEMBER 2025

Table of Contents

Page

3 Black & White Site Plan

4 Site Plan Rendering

5 A Liveable Community - Views & Experiences

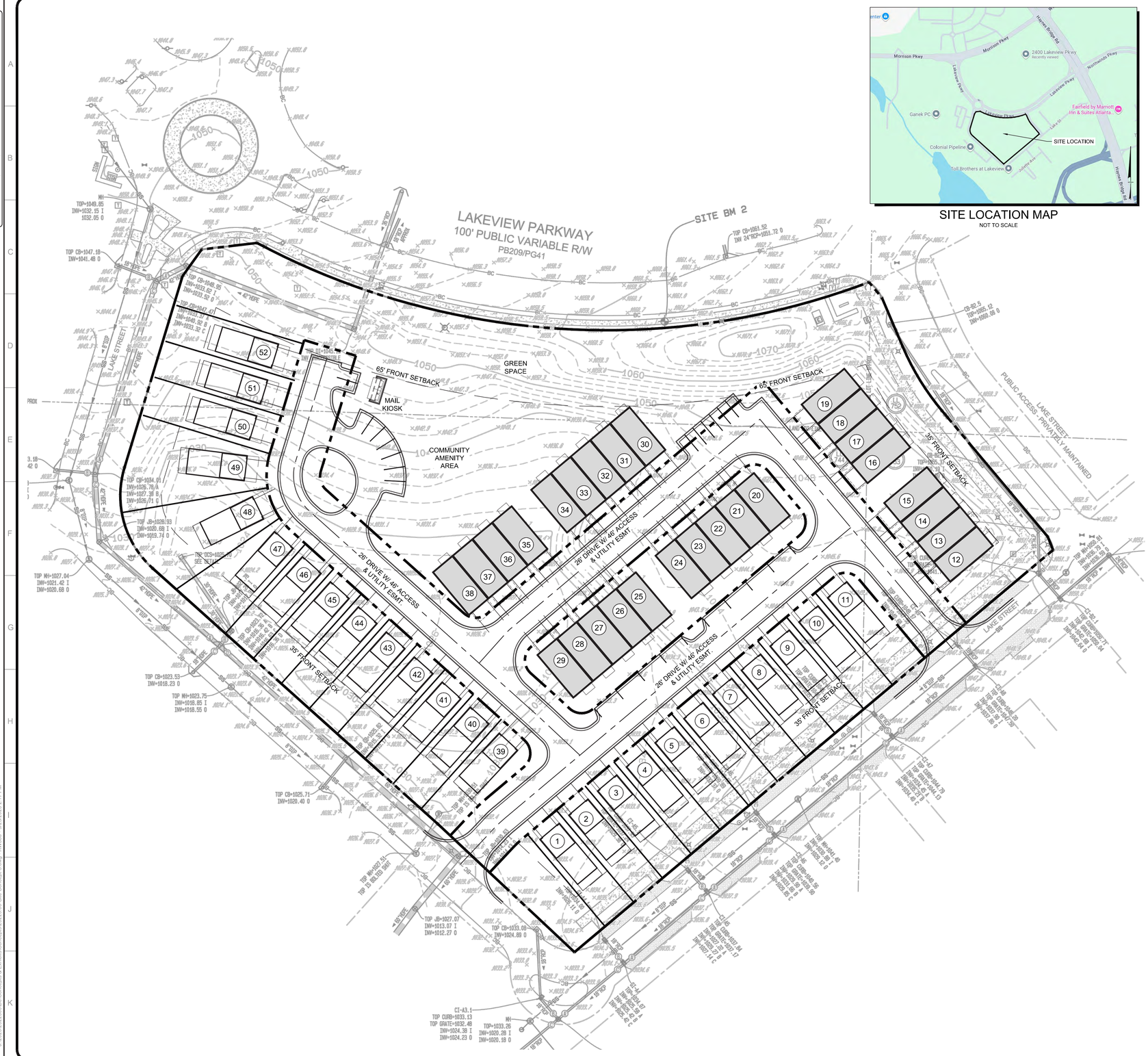
6 Vicinity Map

7 Trail & Boardwalk

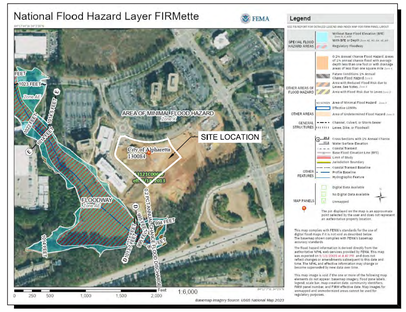
8 Community Park Space

9 Neighboring Communities

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative



SITE LOCATION MAP
NOT TO SCALE



FEMA FIRM MAP
NOT TO SCALE

SITE DATA:	
SITE AREA	±6.468 ACRES
ZONING	
EXISTING ZONING	MU
PROPOSED ZONING	MU
ZONING JURISDICTION	CITY OF ALPHARETTA, GEORGIA
PROPERTY SETBACK/BUFFER REQUIREMENTS	
FRONT SETBACK	65 FEET
SIDE SETBACK FROM ADJACENT PROPERTY	5 FEET
REAR SETBACK	NOT SPECIFIED - 0 FEET
SINGLE FAMILY DETACHED LOT SETBACKS	
FRONT YARD SETBACK	35 FEET
SIDE YARD SETBACK	5 FEET
MAJOR SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	0 FEET W/ ALLEY/ 20 FEET WITHOUT ALLEY
DEVELOPMENT STANDARDS	
MAX. HEIGHT OF BUILDINGS	35 FEET
MAX. PRINCIPAL BUILDING COVERAGE	65% IMPERVIOUS COVERAGE
MIN. FLOOR AREA PER DWELLING UNIT	1,200 SF
DETACHED REAR LOADED CRITERIA	
DETACHED REAR LOADED HOMES PROVIDED	25 UNITS
REAR LOADED HOME LOT SIZE MIN.	2,000 SF
REAR LOADED HOME LOT WIDTH MIN.	32 FEET
ATTACHED REAR LOADED CRITERIA	
REAR LOADED HOMES PROVIDED	27 UNITS
REAR LOADED HOME LOT SIZE MIN.	2,000 SF
REAR LOADED HOME LOT WIDTH MIN.	22 FEET
TOTAL RESIDENTIAL HOMES PROVIDED	52 UNITS
SITE DENSITY PROVIDED	8.0 DUA (52 UNITS/ 6.468 ACRES)
MAX DENSITY ALLOWED IN DISTRICT	8 UNITS PER ACRE
PARKING REQUIREMENTS	
MIN. PARKING REQUIRED	104 SPACES (2 SP/ DWELLING UNIT)
GUEST PARKING REQUIRED	1SP/20 UNITS / 52 UNITS = 3 SPACES
GUEST PARKING PROVIDED	15 SPACES
HOME PARKING PROVIDED	208 SPACES (2 GARAGE + 2 DRIVEWAY SP.)
TOTAL PARKING PROVIDED	223 SPACES (4.15 SP/UNIT)
OPEN SPACE REQUIREMENTS	
MINIMUM OPEN SPACE REQUIRED	.65 ACRES (10% OF TOTAL SITE AREA)
GREEN SPACE TOTAL	1.32 ACRES (20.4% OF TOTAL SITE AREA)

24 HOUR CONTACT:
LEWIS PRIDE

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
PEC+ 60 YEARS
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

LAKEVIEW PKWY.

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

LAKEVIEW PKWY. & LAKE STREET
ALPHARETTA, GEORGIA 30009

CITY OF ALPHARETTA JURISDICTION

FOR

TRATON HOMES

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY
NOT TO BE RELEASED FOR CONSTRUCTION

CONCEPTUAL MASTER PLAN

0 20 40 80 120

SCALE: 1" = 40'
DATE: 09/15/2025
PROJECT: 25225.00

GRID NORTH
GEORGIA WEST ZONE

C3
SHEET

360 STUDIO LANDSCAPE ARCHITECTURE

PEC+ 60 YEARS Planners & Engineers Collaborative+

LAKEVIEW PARKWAY

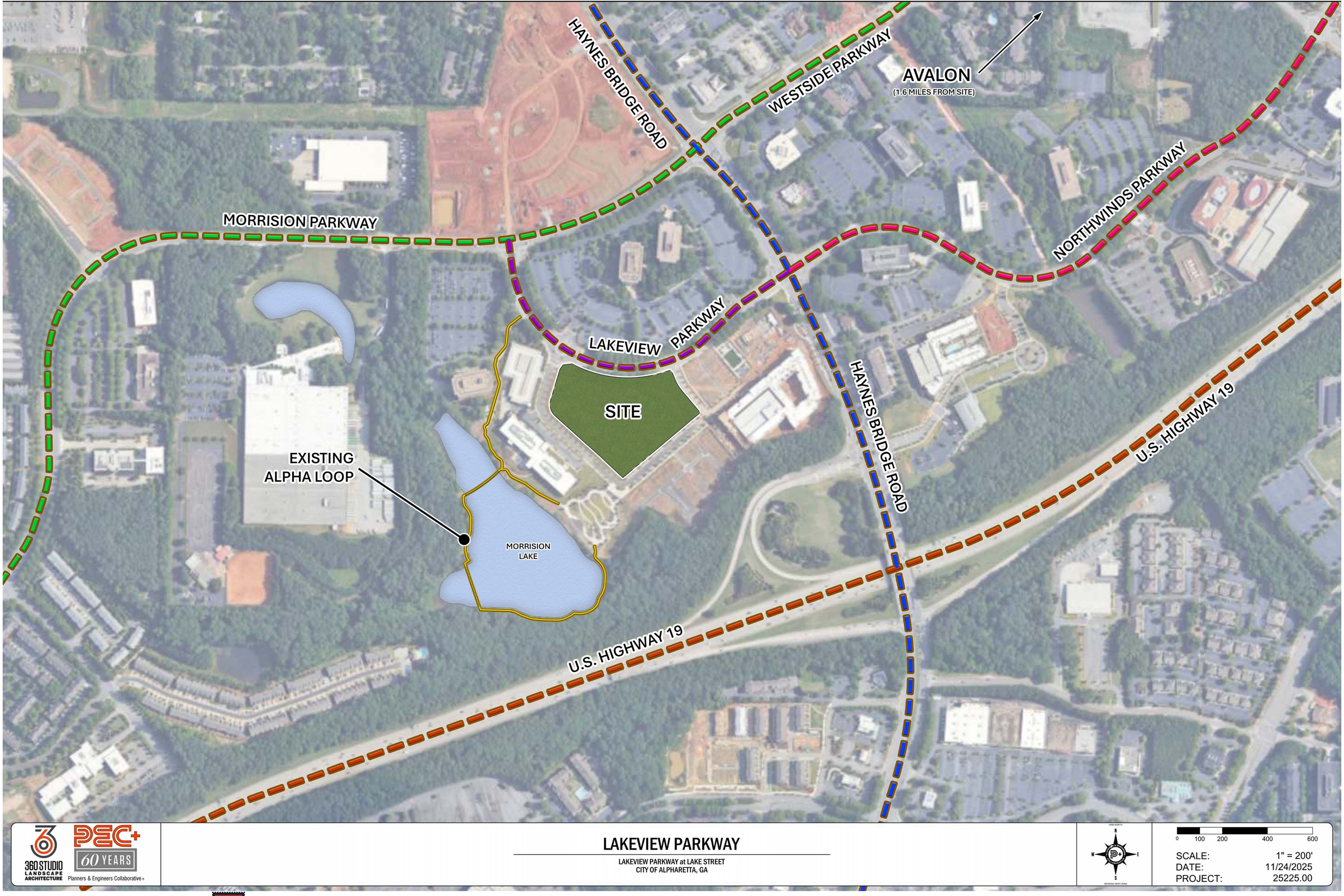
LAKEVIEW PARKWAY at LAKE STREET
CITY OF ALPHARETTA, GA

GRID NORTH
GEORGIA WEST ZONE

0 20 40 80 120

SCALE: 1" = 40'
DATE: 11/24/2025
PROJECT: 25225.00

A LIVEABLE COMMUNITY -
VIEWS & EXPERIENCES



360 STUDIO LANDSCAPE ARCHITECTURE

PEC+ 60 YEARS Planners & Engineers Collaborative+

LAKEVIEW PARKWAY

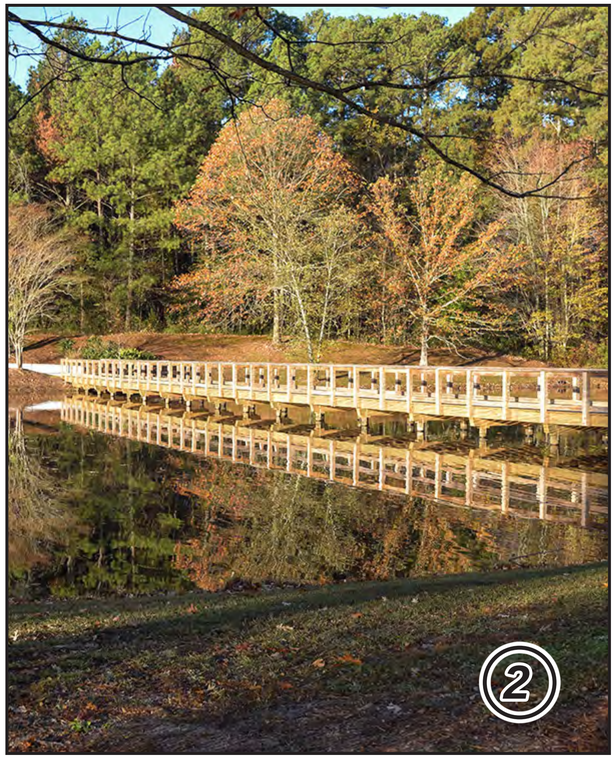
LAKEVIEW PARKWAY at LAKE STREET
CITY OF ALPHARETTA, GA

GRID NORTH
N
W E
S
GEORGIA WEST ZONE

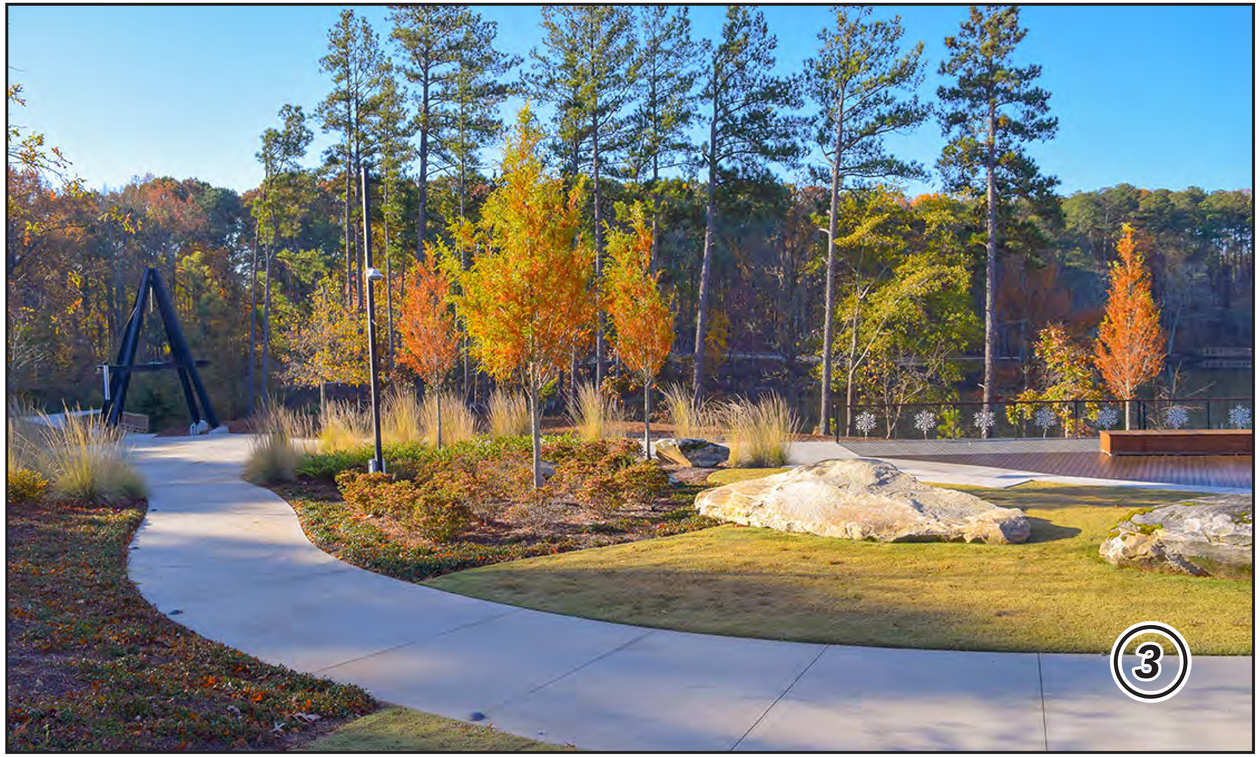
0 100 200 400 600

SCALE: 1" = 200'
DATE: 11/24/2025
PROJECT: 25225.00

TRAIL & BOARDWALK



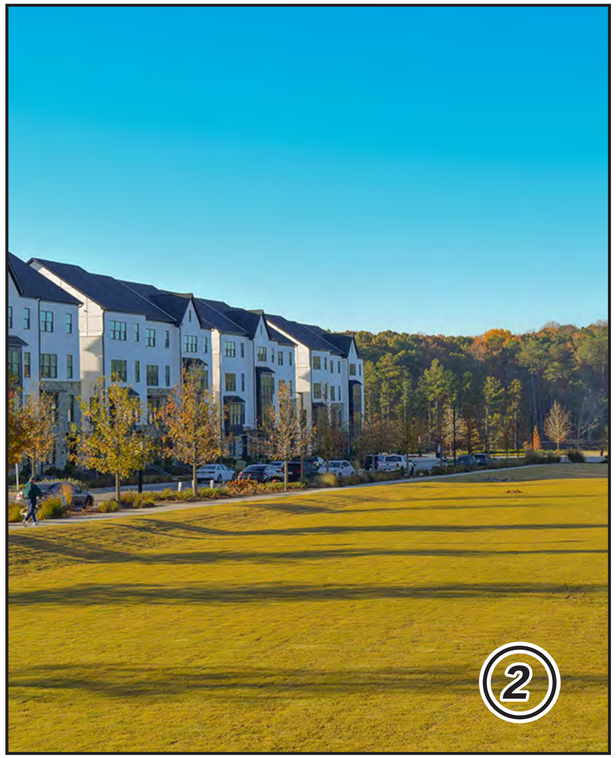
COMMUNITY PARK SPACE



PEC+ Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

NEIGHBORING COMMUNITIES



PEC+ Planners & Engineers Collaborative+

TRATON HOMES SINCE 1971

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: February 23, 2026

AGENDA ITEM:

The following items have been deferred or withdrawn and will not be considered during this meeting:

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: February 23, 2026

AGENDA ITEM:

Resolution: Fleet Maintenance and Replacement Policy for the City of Alpharetta
Consideration of adoption of a resolution to approve the attached Fleet Maintenance and Replacement Policy that provides a comprehensive, citywide framework for managing Alpharetta's vehicle and equipment fleet in a manner that promotes public safety, service reliability, and fiscal responsibility.

STAFF RECOMMENDATION:

Adopt a resolution approving the Fleet Maintenance and Replacement Policy which provides a comprehensive, citywide framework for managing Alpharetta's vehicle and equipment fleet in a manner that promotes public safety, service reliability, and fiscal responsibility.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The proposed Fleet Maintenance and Replacement Policy establishes a citywide framework for managing Alpharetta's vehicle and equipment fleet in a safe, reliable, and cost-effective manner. It applies to all City-owned and operated vehicles across departments and formalizes consistent standards for maintenance, recordkeeping, and lifecycle planning to support uninterrupted delivery of municipal services.

The policy emphasizes proactive maintenance and accountability by requiring compliance with manufacturer maintenance standards, implementation of preventative maintenance programs, and detailed lifecycle recordkeeping. These practices are intended to extend vehicle life, reduce unplanned downtime, improve safety, and provide reliable data to inform budgeting and replacement decisions. Department Fleet Managers are designated to ensure policy compliance and coordination with Finance.

To strengthen fiscal stewardship, the policy introduces a Total Cost of Ownership (TCO) framework for evaluating vehicle acquisitions. Rather than relying solely on purchase price, this approach considers fuel usage, maintenance and repair costs, depreciation, resale value, insurance, upfitting, and downtime. Vehicle make and model approvals are centralized through the City Administrator (or designee) to promote standardization, cost control, and long-term efficiency.

Finally, the policy establishes a structured and transparent vehicle replacement framework tied to the Capital Improvement Plan and annual budget process. Replacement decisions are based on multiple objective criteria—including age, mileage, maintenance costs, reliability, safety, and mission suitability—ensuring that fleet investments are prioritized based on operational need and financial impact. Regular policy review is required to

keep standards aligned with best practices, technology, and the City’s strategic and financial objectives.

ALTERNATIVES:

Do not adopt the Fleet Maintenance and Replacement Policy. Request amendments to the Policy. OR remove the Policy from approval consideration.

ATTACHMENTS:

1. Resolution Fleet Policy
2. Exhibit A - Fleet Policy (Final) v3

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, ADOPTING A FLEET MAINTENANCE AND REPLACEMENT POLICY FOR THE CITY OF ALPHARETTA; PROVIDING FOR IMPLEMENTATION AND ADMINISTRATION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Alpharetta owns and operates a diverse fleet of vehicles and specialized equipment that is essential to the delivery of public safety, public works, and general municipal services;

WHEREAS, effective maintenance and planned replacement of fleet assets are necessary to ensure the safety of City employees and the public, maintain service reliability, and protect the City's investment in capital assets; and

WHEREAS, the Mayor and Council desire to promote sound fiscal stewardship through consistent maintenance standards, lifecycle cost analysis, and objective replacement criteria for City fleet assets; and

WHEREAS, the Fleet Maintenance and Replacement Policy establishes a uniform framework for fleet maintenance, acquisition, utilization, and replacement planning across all City departments, and aligns fleet decisions with the City's annual budget and Capital Improvement Plan; and

WHEREAS, adoption of this policy will enhance transparency, accountability, and long-term financial planning related to the City's fleet operations.

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

- **Adoption of Policy.**
  The Fleet Maintenance and Replacement Policy, presented to the Mayor and Council as Exhibit A to this Resolution, is hereby adopted and approved.
- **Administration and Implementation.**
  The City Administrator, or designee, is authorized and directed to implement and administer the policy and to take such actions as are necessary to ensure compliance by all City departments.
- **Effective Date.**
  This Resolution and the Fleet Maintenance and Replacement Policy adopted herein shall become effective upon adoption by the Mayor and Council.

SO RESOLVED this ____ day of February _____.

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 T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

City of Alpharetta, GA

Finance Department
City Hall
2 Park Plaza
Alpharetta, GA 30009
Phone (678) 297-6000
www.alpharetta.ga.us

Fleet Maintenance and Replacement Policy

for the

City of Alpharetta, GA

Adopted Date: _____, 2026

Effective Date: _____, 2026

FLEET MAINTENANCE AND REPLACEMENT POLICY

I. Purpose and Scope 3
II. Department Fleet Manager 3
III. Maintenance Standards 3
A. Manufacturer Compliance 3
IV. Total Cost of Ownership (TCO) Evaluation Framework 5
A. Purchase Price 5
B. Fuel Consumption 5
C. Maintenance and Repair Costs 5
D. Depreciation 5
E. Resale/Salvage Value 5
F. Insurance Costs 5
G. Upfitting Costs 5
H. Downtime Costs 5
V. Vehicle Make and Model Approval Process 6
A. Approval Authority 6
B. Approval Recommendation 6
C. Future Approvals 6
VI. Take-Home Vehicle Approval Process 7
A. Take-Home Vehicle 7
B. Take-Home Vehicle (temporary) 7
VII. Capital Replacement Request Methodology 7
A. Capital Improvement Plan 8
B. Annual Budget 8
VIII. Vehicle Replacement Framework 9
A. Age and Mileage 9
B. Idle Time 9
C. Maintenance Cost Analysis 10
D. Reliability and Downtime 10
E. Safety Issues 10
F. Obsolescence 10
G. Mission Suitability 10
IX. Other Types of Vehicle Replacements 11
A. Active Retired (AR) Vehicles 11
B. Active Seized Vehicles 11
X. Vehicle Sale Process Responsibilities 11
XI. Policy Review and Updates 12
Appendix A: Vehicle Make/Model Standards (draft structure) 13
Appendix B: Vehicle Evaluation Form (draft structure) 14

FLEET MAINTENANCE AND REPLACEMENT POLICY

I. Purpose and Scope

This policy establishes the framework for the effective and efficient management of the City of Alpharetta's fleet vehicles. Its primary purpose is to ensure safe, reliable, cost-effective, and environmentally responsible fleet operations that support the uninterrupted delivery of municipal services.

This policy applies to all motorized vehicles and other specialized apparatus owned, leased, or operated by the City of Alpharetta, regardless of the department to which they are assigned. This includes, but is not limited to, administrative sedans, police vehicles, fire apparatus, public works vehicles, etc.

II. Department Fleet Manager

Each Department Director (or designee) with fleet vehicles shall identify one or more Department Fleet Managers to facilitate compliance with this policy.

III. Maintenance Standards

The City of Alpharetta is committed to a proactive approach to fleet maintenance to maximize vehicle life, ensure operational readiness, enhance safety, and minimize lifecycle costs.

A. Manufacturer Compliance

All fleet vehicles shall be maintained strictly in accordance with the manufacturer's recommended maintenance schedules, specifications, and warranty requirements. Adherence to these guidelines is paramount for optimal performance, safety, and validity of manufacturer warranties.

B. Preventative Maintenance (PM) Program

A comprehensive Preventative Maintenance (PM) program shall be implemented and rigorously followed for all fleet vehicles. The PM program is designed to identify and address potential issues before they lead to breakdowns, thereby extending the useful life of vehicles, reducing unscheduled downtime, improving safety, and optimizing operational efficiency. Scheduled PM activities shall include, but not be limited to, fluid checks, filter replacements, tire rotations, brake inspections, and diagnostic assessments based on manufacturer recommendations and operational usage.

FLEET MAINTENANCE AND REPLACEMENT POLICY

C. Record Keeping

Detailed and accurate records shall be maintained for all fleet vehicles throughout their lifecycle.

These records shall include:

1. Acquisition date and cost.
2. Manufacturer specifications.
3. Complete maintenance history (preventative and corrective).
4. Repair costs (parts and labor).
5. Fuel consumption data.
6. Utilization data (mileage/hours).
7. Accident history.
8. Disposal date and proceeds.

These records are essential for tracking performance, calculating Total Cost of Ownership (TCO), informing replacement decisions, ensuring compliance, and supporting budgetary processes.

D. Utilization Rotation Strategies

Vehicle utilization rotation strategies shall be reviewed and, if applicable, implemented to balance mileage across departmental fleet. This practice helps prevent excessive wear and premature depreciation on specific vehicles, ensuring a more uniform aging of assets and maximizing the fleet's overall lifespan and resale value. Specific utilization rotation strategies include routinely monitoring odometer readings and usage patterns, identifying high and low mileage vehicles, and developing rotation schedules that distribute operational workloads evenly.

FLEET MAINTENANCE AND REPLACEMENT POLICY

IV. Total Cost of Ownership (TCO) Evaluation Framework

The City of Alpharetta shall utilize a Total Cost of Ownership (TCO) methodology for evaluating potential vehicle make and models during the acquisition process. This comprehensive analysis ensures that procurement decisions are based on the full economic impact of an asset over its projected lifecycle, rather than solely on initial purchase price.

The TCO framework shall consider:

A. Purchase Price

The initial acquisition cost of the vehicle.

B. Fuel Consumption

Projected fuel efficiency and associated costs over the vehicle's anticipated lifespan, considering expected mileage/hours and fuel price fluctuations.

C. Maintenance and Repair Costs

Anticipated routine servicing, preventative maintenance, and non-routine repair expenses based on historical data for similar assets, manufacturer recommendations, and industry benchmarks.

D. Depreciation

The expected loss of value of the asset over its service life, accounting for market trends and usage patterns.

E. Resale/Salvage Value

The estimated value of the vehicle at the end of its service life, influencing the net cost of ownership.

F. Insurance Costs

Premiums and associated costs for insuring the vehicle throughout its operational period.

G. Upfitting Costs

Expenses for specialized equipment installation, modifications, and customization required to meet specific departmental operational needs (e.g., emergency lighting, shelving, utility bodies).

H. Downtime Costs

The economic impact of a vehicle being out of service, including lost productivity, rental costs for replacement vehicles, and potential delays in service delivery.

The TCO analysis is a critical input for departmental recommendations and will inform decisions to ensure the acquisition of the most economically advantageous and efficient fleet composition for the City.

V. Vehicle Make and Model Approval Process

To ensure consistency, standardization, and optimal fleet composition, the process for approving vehicle make and models shall be as follows:

A. Approval Authority

The **City Administrator** (or designee) holds the final authority for determining the appropriate make and model for each department's vehicle needs.

B. Approval Recommendation

The City Administrator's determination on the appropriate make and model for each department's vehicle needs is based on a comprehensive **recommendation provided by the respective Department Director** (or designee).

The recommendation shall include:

1. A thorough justification based on specific operational requirements and mission-critical needs.
2. A summary of the Total Cost of Ownership (TCO) analysis for the proposed make/model compared to alternatives.
3. Consideration of fleet standardization goals to streamline maintenance.
4. Alignment with the City's overall fleet strategy and sustainability objectives.

C. Future Approvals

Once a specific make/model has been approved by the City Administrator (or designee) for a particular departmental function or vehicle type, **future approvals from the City Administrator (or designee) will only be necessary if a deviation in the previously approved make/model is sought** for a replacement or new acquisition. Otherwise, the approved make/model can be procured without requiring further specific make/model approval, provided it adheres to the parameters of the original approval and budgetary availability. This streamlines the procurement process for routine replacements while maintaining oversight for strategic decisions.

FLEET MAINTENANCE AND REPLACEMENT POLICY

The Finance Department shall maintain a listing of standard Vehicle Makes/Models similar to **Appendix A** and adjust in accordance with directions from the City Administrator (or designee) as prescribed herein.

VI. Take-Home Vehicle Approval Process

A. Take-Home Vehicle

To ensure appropriate oversight and accountability in the allocation of City resources, all employee classifications proposed to be eligible for take-home vehicle privileges must receive prior written approval from the pertinent Department Director (or designee) and City Administrator (or designee). Such written approval shall specifically state whether the take-home vehicle is a requirement of the position (if not a requirement, this will potentially become a taxable benefit to the employee).

In cases where the assignment of a take-home vehicle is not applicable to an entire employee classification but may be justified for specific individuals based on operational needs, efficiency, or public safety considerations, such assignments shall be subject to case-by-case authorization by the Department Director (or designee) and City Administrator (or designee).

Each Department is tasked with maintaining a listing of (1) the employee classifications approved for take-home vehicles as well as (2) specific individuals (when take-home vehicles are not authorized for an entire employee classification). Furthermore, each Department shall also maintain a list of specific employees that have take-home vehicles in accordance with this policy. No City vehicle may be taken home by an employee without documented approval in accordance with this policy.

B. Take-Home Vehicle (temporary)

To ensure continuity of essential City operations and timely emergency response, Department Directors may authorize temporary take-home use of City vehicles for designated employees when operational needs (e.g., travel) or emergency conditions warrant (e.g., storm event).

VII. Capital Replacement Request Methodology

The City of Alpharetta shall employ a structured methodology for identifying and funding fleet replacements, integrating both a long-range Capital Improvement Plan into the Annual Budget.

FLEET MAINTENANCE AND REPLACEMENT POLICY

A. Capital Improvement Plan

A long-range Capital Improvement Plan (CIP) is in place to forecast future fleet replacement needs. This long-range planning process involves:

1. **Forecasting:** Projecting anticipated vehicle lifecycles based on historical data, industry standards, and expected utilization rates.
2. **Strategic Alignment:** Ensuring that planned fleet replacements align with departmental strategic goals, anticipated service demands, and overall City priorities.
3. **Technological Advancements:** Consideration of emerging vehicle technologies (e.g., electric vehicles, alternative fuels, advanced safety features) and their potential integration into the future fleet to improve efficiency, reduce environmental impact, and enhance operational capabilities. This proactive approach to planning helps stabilize budget requirements and ensures the City maintains a modern and efficient fleet.

B. Annual Budget

The process for submitting capital replacement requests for the upcoming fiscal year's budget shall include:

1. **Identification of Replacement Candidates:** Departments shall identify vehicles that meet the established replacement criteria (as outlined in **Section VIII**).
2. **Justification:** Each replacement request must be thoroughly justified, including.
    a. Detailed maintenance history and associated costs.
    b. Current operating costs (fuel, repairs, downtime).
    c. Utilization data (e.g., annual mileage, hours of operation).
    d. Assessment of the asset's mission criticality and impact on service delivery if not replaced.
    e. Cost-benefit analysis comparing continued maintenance versus replacement.
3. **Departmental Input and Prioritization:** Departments, in conjunction with the Department Fleet Managers, shall submit their prioritized replacement needs to the Finance Department, adhering to the City's annual budget development schedule.

FLEET MAINTENANCE AND REPLACEMENT POLICY

VIII. Vehicle Replacement Framework

Departments shall use the following framework to determine when a vehicle should be recommended for replacement. This framework combines multiple criteria to ensure a holistic assessment and will be utilized to prioritize replacement decisions. No single criteria govern the replacement decision.

A. Age and Mileage

Vehicle/Equipment Category	Life Cycle Years (minimums)	Mileage (minimums)
Police Pursuit Cars/SUV's (not incl. admin vehicles)	8	125,000
Police Motorcycles	6	60,000
Sedans/SUV's (incl. Police admin vehicles)	12	150,000
Light Trucks (1/2 ton)	12	150,000
Medium Trucks - Non-Diesel (3/4 to 2 ton)	12	150,000
Medium Trucks - Diesel (3/4 to 2 ton)	12	150,000
Heavy Trucks (over 2 ton)	15	150,000
Fire Apparatus (front line)	15	100,000
Fire Apparatus (reserve)	20	250,000
Shuttle/Bus	15	150,000

B. Idle Time

Within the City's vehicle replacement framework, engine idle time shall be considered a contributing factor **only for vehicles assigned to approved departmental functions where extended idling is operationally necessary** - such as K-9 units, emergency response vehicles, and other equipment requiring continuous engine operation to power auxiliary systems or maintain occupant/environmental safety. For these vehicles, idle time will be monitored and converted to "mileage equivalents" using industry-recognized conversion ratios (typically 25–30 miles per idle hour, depending on vehicle class and duty cycle). Department Fleet Managers, as applicable, shall incorporate this adjusted usage data when evaluating vehicle condition and determining replacement eligibility. Departments with such vehicles must ensure idle-hour data is accurately recorded through telematics or maintenance reporting systems.

FLEET MAINTENANCE AND REPLACEMENT POLICY

C. Maintenance Cost Analysis

1. A vehicle may be considered for replacement when its maintenance costs within a 12-month period:
    a. Equal/exceed 20% of its current replacement value.
    b. Equal/exceed 50% of the current market value.

D. Reliability and Downtime

1. Frequent Breakdowns: A vehicle is considered to have frequent breakdowns if it experiences:
    a. 10 or more unscheduled repair events within a 12-month period.
    b. 2 or more failures of critical components (e.g., engine, transmission) within a 12-month period.
2. Excessive Unscheduled Downtime: A vehicle is considered to have excessive unscheduled downtime if it is out of service for 20 or more days (cumulative) over a 12-month period.

E. Safety Issues

1. When the vehicle exhibits irreparable safety defects, it does not meet current safety standards, or its continued operation poses an unacceptable risk to operators or the public, even after attempts at repair.

F. Obsolescence

1. Inability to meet current operational demands, perform required tasks efficiently, obtain replacement parts, or integrate with new technologies.
2. Failure to meet evolving environmental regulations or emissions standards, leading to increased operational costs or non-compliance.

G. Mission Suitability

1. When the vehicle no longer effectively meets the department's operational needs due to changes in job function, increased demand, or inefficient design for current tasks.

Departments should utilize an evaluation form similar to **Appendix B** when evaluating vehicles within the Framework set forth herein. In accordance with this Policy (**Section XI**), the Vehicle Replacement Framework detailed herein shall be evaluated periodically to ensure relevance given data trends and their impact on the replacement criteria listed herein.

FLEET MAINTENANCE AND REPLACEMENT POLICY

IX. Other Types of Vehicle Replacements

A. Active Retired (AR) Vehicles

These vehicles have previously been replaced by new vehicles and were reactivated for permanent or temporary use and can only be replaced by another AR vehicle with approval of the pertinent Department Director (or designee) and City Administrator (or designee).

B. Active Seized Vehicles

These vehicles can only be replaced by another seized vehicle that has been fully inspected and approved for service by the pertinent Department Fleet Manager with approval of the pertinent Department Director (or designee) and City Administrator (or designee).

The total number of seized vehicles maintained within the City fleet shall not exceed eight (8) at any given time. The Department Fleet Manager, in coordination with the Finance Department (**Section X**), shall ensure compliance with this limit and arrange for timely disposition of any seized vehicles in excess of this cap.

X. Vehicle Sale Process Responsibilities

Department Fleet Managers are responsible for supporting the Finance Department in the sale of the City of Alpharetta fleet vehicles that have reached the end of their useful life. This includes ensuring that all operational condition information - such as maintenance history, mileage, known mechanical issues, and any relevant documentation - is accurately compiled and provided to the Finance Department to support effective marketing and disclosure to prospective buyers.

Additionally, Fleet Managers must ensure that all vehicles designated for sale are fully decommissioned in accordance with regulatory requirements. This includes the removal of all departmental equipment, decals, technology, etc. that is required to ensure the vehicle is safe and legally compliant for public resale.

The Department Fleet Managers and Finance Department will work proactively together to schedule and facilitate the fleet vehicle sale process from start to finish (e.g. from listing to buyer pickup).

The timely and thorough execution of these tasks is essential to facilitate an efficient, transparent, and compliant vehicle sale process.

FLEET MAINTENANCE AND REPLACEMENT POLICY

XI. Policy Review and Updates

This policy shall be reviewed periodically, at a minimum of every three years, or as deemed necessary by the City Administrator (or designee), to ensure its continued relevance, effectiveness, and alignment with evolving industry best practices, technological advancements, and the City of Alpharetta's strategic objectives and financial capabilities. Amendments to this policy must be approved by the City Administrator (or designee).

FLEET MAINTENANCE AND REPLACEMENT POLICY

Appendix A: Vehicle Make/Model Standards (draft structure)

Appendix (A)
Vehicle Make/Model Standards

Vehicle/Equipment Category	Make	Model
Police Cars/SUV's		
Police Motorcycles		
Sedans/SUV's		
Light Trucks (1/2 ton)		
Medium Trucks - Non-Diesel (3/4 to 2 ton)		
Medium Trucks - Diesel (3/4 to 2 ton)		
Heavy Trucks (over 2 ton)		
Fire Apparatus (front line)		
Shuttle/Bus		

FLEET MAINTENANCE AND REPLACEMENT POLICY

Appendix B: Vehicle Evaluation Form (draft structure)

Appendix (B)
Vehicle Evaluation Form

Department: _____

Vehicle VIN #: _____

Vehicle #: _____

Make: _____

Model: _____

Year: _____ **Mileage:** _____ **Hours of Operation:** _____

Date of Evaluation: _____ **Evaluator:** _____

Recommendations (choose one):			
Retain Vehicle	Re-evaluate next year	Replace next year	Priority Replacement

Factor	YES or NO	Description
Age		Vehicle has reached the Age Threshold detailed in Section VIII(A).
Mileage		Vehicle has reached the Mileage Threshold detailed in Section VIII(A)(B).
Maintenance Cost Analysis		Vehicle has incurred maintenance costs within a 12-month period equal/exceeding 20% of its current replacement value.
		Vehicle has incurred maintenance costs within a 12-month period equal/exceeding 50% of its current market value.
Reliability and Downtime		Vehicle has incurred 10 or more unscheduled repair events within a 12-month period.
		Vehicle has incurred 2 or more failures of critical components (e.g., engine, transmission) within a 12-month period.
		Vehicle has incurred 20 or more days (cumulative) of unscheduled downtime over the last 12-month period.
Safety Issues		Vehicle exhibits irreparable safety defects, does not meet current safety standards, and/or poses an unacceptable risk to operators or the public.
Obsolescence		Vehicle is unable to meet current operational demands, perform required tasks efficiently, obtain replacement parts, or integrate with new technologies.
		Vehicle is unable to meet evolving environmental regulations and/or emissions standards.
Mission Suitability		Vehicle no longer meets the department's operational needs due to changes in job function, increased demand, or inefficient design for current tasks.

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: February 23, 2026

AGENDA ITEM:

Grant Agreement Amendment: Community Development Block Grant Program
Consideration of an Amendment to Community Development Block Grant Program Agreement between Fulton County and City of Alpharetta related to grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Amendment to Community Development Block Grant Program Agreement between Fulton County and City of Alpharetta related to grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST OF THE PROJECT IS ESTIMATED TO BE $257,359.00. THE CITY'S MATCHING PORTION OF THIS PROJECT ($147,359.00) WILL COME FROM THE CITY'S ANNUAL MILLING AND RESURFACING PROJECT ACCOUNT. GRANT WILL PROVIDE $110,000.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

On June 26, 2023, the Mayor and Council of the City of Alpharetta approved entering into a cooperative agreement for Fulton County's CDBG Program for the federal fiscal years 2024, 2025, and 2026. The agreement allows the City to make an application to Fulton County for the allocation of CDBG funds for eligible programs.

The grant has been awarded in the amount of $110,000, and this project includes the expansion of ADA-accessible parking capacity, improvement of ADA accessibility facilities and accouterments, and the rehabilitation of parking facilities at the Alpharetta Adult Activity Center. The total cost of the project is estimated to be $257,359.00. The City's matching portion of this project ($147,359.00) will come from the City's annual milling and resurfacing project account.

In July 2025, the City and Fulton County entered into an Agreement for the Community Development Block Grant Program. With the change in federal administration, the County and City believe that an Amendment to that Agreement needs to be made to reflect the current federal laws, processes, and Executive Orders in place.

ALTERNATIVES:

Do not approve the amendment and lose the opportunity to accept CDBG funding.

ATTACHMENTS:

1. Amendment to CDBG Program Agreement
2. Executed CDBG Agreement with Fulton Co_Alph. Adult Activity Center

AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT

THIS AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT (this "***Amendment***") is made and entered into as of the _____ day of _____, 2026 ("***Effective Date***"), between **FULTON COUNTY**, a political subdivision of the State of Georgia ("***Grantee***"), and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia ("***Subrecipient***"), collectively, the "***Parties***".

WITNESSETH THAT:

WHEREAS, Grantee and Subrecipient have made and entered into that certain Community Development Block Grant ("***CDBG***") Program Agreement, dated July 14, 2025, regarding CDBG funds awarded to Subrecipient in the amount of $110,000 to be used for ADA parking improvements at the Alpharetta Adult Activity Center located at 13450 Cogburn Road, Alpharetta, Georgia 30004 (the "***Agreement***"); and

WHEREAS, the project activities funded by such CDBG award are designed to benefit low-moderate income citizens of Fulton County and meet the CDBG national objective; and

WHEREAS, Section VII.G of the Agreement provides for the amendment of the Agreement to conform with federal, state, and local governmental guidelines and policies; and

WHEREAS, the Parties desire to amend the Agreement to conform its terms and conditions with the January 21, 2025, revocation of Executive Order 11246 by Executive Order 14173.

NOW, THEREFORE, for and in consideration of the foregoing, the public purposes, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby do mutually agree to amend the Agreement as follows:

A. **Amendment to Section X.A of the Agreement**. The Agreement is hereby modified and amended by deleting the portion of Section X.A.1 of the Agreement which reads as follows: "Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.", and substituting in lieu thereof the following:

"and Executive Order 11063."

B. **Amendment to Section X.B of the Agreement**. The Agreement is hereby modified and amended by deleting in its entirety Section X.B of the Agreement, including the entirety of Subsections 1 through 6 of such Section, and substituting in lieu thereof the following:

"**B. Reserved**"

C. **Ratification**. Except as expressly modified and amended by this Amendment, the Agreement is and shall remain in full force and effect. The Parties hereby ratify and confirm the Agreement as modified herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date first written above.

CITY OF ALPHARETTA, GEORGIA

_____
Jim Gilvin
Mayor

_____
Chris Lagerbloom
City Administrator

Attest: _____
Lauren Shapiro
City Clerk

[SEAL]

Approved as to form:

_____
City Attorney

FULTON COUNTY, GEORGIA

_____
Robert L. Pitts
Chairman
Board of Commissioners

Attest: _____
Tonya Grier
County Clerk

[COUNTY SEAL]

Approved as to content:

_____
Stanley Wilson, Director
Department of Community Development

Approved as to form:

_____
Chad Alexis
Office of the County Attorney

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

DOCUMENT EXECUTION COVERSHEET

Contact Information

Date	8/12/2025	Phone	404 612-8077
Name	Kim Benjamin	Email	Kim.benjamin@fultoncountyga.gov
Department	Community Development		

Agenda Item Information

BOC Meeting Date	6/6/2024
Agenda Item Number	24-0882
Agenda Item Description	Improvements to the Alpharetta Adult Activity Center – ADA Parking Improvements

Reviewed by County Manager's Office:

DocuSigned by:

9BAD35E458704DE...

Alana Gillespie

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303

AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Alpharetta
STATE OF GEORGIA, COUNTY OF FULTON

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number:	**B-24-UC-13-0003**
City of Alpharetta's Unique Entity Identifier (UEI):	**GKW5HJAHNJJ2**
Federal Award Date:	**1/1/2024-9/1/2031**
Total Fulton County CDBG Municipality Agreement:	**$110,000.00**

THIS AGREEMENT entered this 14th day of July (month) 2025 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Alpharetta** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on June 6, 2024, the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (24-0440) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On December 18th, 2024, the Board of Commissioners approved the project via Agenda Item 24-0882.

WHEREAS, the City of Alpharetta has been provided CDBG funds by Fulton County **for Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Alpharetta in the amount of **$110,000**, shall be specifically used for the improvements of the Alpharetta Adult Activity Center– ADA Parking Improvements located at 13450 Cogburn Road, Alpharetta, Georgia 30004 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2023-2025 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of providing these funds.

B. Description of Activities

Improvements to the Alpharetta Adult Activity Center-ADA Parking Improvements, Alpharetta, Georgia 30004.

A copy of the complete scope of work is attached in **Attachment A**.

C. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives:

1. benefit low/moderate income persons
2. aid in the prevention or elimination of slums or blight
3. meet community development needs having a particular urgency as defined in 24 CFR Part 570.208

This project meets the National Objectives of the Community Development Block Grant program 24 CFR Part 570.208(a)(2)(ii) area benefit.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 14th day of July 2025 and shall end on the 31st day of December 2026.

III. BUDGET

The City of Alpharetta shall maintain a budget compliant to CDBG program requirements. Reference Attachment C of the Agreement for Cost Reimbursement Budget.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub recipient Agreement shall not exceed **$110,000** and **Expenses for eligible activities shall be retroactive to January 1, 2024.** Drawdowns for the payment of eligible expenses shall be made against the line-item budget specified in Paragraph III herein and in accordance with performance.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

V. NOTICES

Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Morgan Rodgers
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Alpharetta 1825 Old Milton Parkway Alpharetta, Georgia 30009
Phone:	(404) 612-8077	(678) 297-6103
Email:	Kim.benjamin@fultoncountyga.gov	mrodgers@alpharetta.ga.us

VI. SPECIAL CONDITIONS

- A complete description of the procurement process must be provided for any items purchased with these funds. Items under $20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
- All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
- Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
- Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
- All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

VII. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

C. Hold Harmless

To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, arising in any way from the actions or omissions of the Sub-recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any injury (including death resulting there from), loss, claim or damage sustained by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive termination of this Agreement, even if the County terminates the Agreement for its convenience.

D. Worker's Compensation

The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and /or undue physical damage.

F. Grantor Recognition

The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur if the Sub-recipient materially fails to comply with any term of the award and the award may be terminated for convenience.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date there of at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- Records required to determine the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly, head of household, family size, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and the use of disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Property Records

The Sub-recipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable.

6. Close outs

The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audit & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR Part 200 subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

a. Sub-recipients must avoid purchasing unnecessary items

b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government

c. Solicitations for goods and services provide for all of the following:
   1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
   2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
   3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
   4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
   5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
   6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
   1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
   2. Make information on forthcoming opportunities available and arrange time frames for

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:

1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
2. The procurement is expected to exceed $10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.

h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

X. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

2. Nondiscrimination

The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial statues with regard to public assistance. The Sub recipient will take affirmative actions to ensure that all employment practices are free from such discrimination. Such employment practices include but not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination against the handicapped in any Federal assisted program. The Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing

The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further fair housing within its own jurisdiction and support Fulton County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];

c. an alien who has qualified ... [as a refugee or asylee];

d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;

e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or

f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.SC. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income. Residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the community in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction projects are given to low and very low income persons residing within the area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards) housing construction, or other public construction projects are given to business concerns that provide economic opportunities for low and very low income persons residing within the municipality in which the CDBG funded project is located where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service are or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.
The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

c. Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Compliance with Fulton County Section 3 Plan
The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan attached as Exhibit F.

D. Conduct

1. Assignability
The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

2. Subcontracts

a. Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content
The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process
The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act
The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest
The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, of for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR.

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308, as all regulations and guidelines issued hereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction of rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications should point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be taken.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older that are included on a Federal, State or local historic property list.

E. Architectural Barriers Act of 1968 and Americans with Disabilities Act

The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with funds provided hereunder. These standards ensure accessibility to, and use by, physically handicapped people.

F.E.O. 12373 – Interagency Review

The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG Program only when funds will be used for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor
City of Alpharetta

Chris Lagerbloom
City Administrator

ATTEST

Lauren Shapiro
City Clerk

DATE: 7.23.2025

SEAL:

APPROVED AS TO FORM:

Molly Esswein, City Attorney

DATE: 7.23.2025

FULTON COUNTY, GEORGIA

Signed by:
Robert L Pitts
14E1B4AA5F6A4A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

Signed by:
EEC476C4837648D...
Tonya Grier, Clerk to the Commission

Signed by:
DATE: 08/18/2025 | 11:16 AM EDT

SEAL

APPROVED AS TO CONTENT:

DocuSigned by:
Stanley Wilson
5E4D76DEB4A0480...
Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

Signed by:
chad alexis
9684614CF158445...
Office of the County Attorney

DATE: 08/15/2025 | 12:03 PM EDT

1

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Alpharetta: Adult Day/DA Accessibility Improvements

The ADA Parking Improvements at Alpharetta Adult Activity Center project entails the expansion of ADA-accessible parking capacity, for handicap barrier removal, as well as improvement of ADA accessibility facilities and accouterments, and the barrier removal and rehabilitation of parking facilities. The Alpharetta Adult Activity Center is a facility providing recreation, socialization, and educational programming for senior adults (50+ years of age) in Alpharetta and adjacent North Fulton Communities.

The facility was constructed in 1988 and draws over 27,000 participants (average age 65-72) annually, who engage in age and ability-appropriate activities five days a week, year-round. The parking area is shared with an adjoining 12-court pickleball center estimated to attract over 4,000 participants of all ages annually. The high usage of the facilities places a strain on parking and leads to rapid deterioration of the parking lots. As the local population ages, we are seeing an increasing need for ADA-accessible parking, and improvements to the parking area are needed to ensure that it is safe and easily accessible for our older population. The proposed project consists of the following:

1. Redesign of the parking facilities to expand ADA-accessible parking
2. Site demolition and grading, including curb, gutter, and sidewalks/walkways to reduce slope/improve accessibility
3. Mill existing asphalt where full demolition is not necessary
4. Inlay asphalt and install new curbs, gutters, and sidewalks
5. Additional items: survey; storm structure modification; removal, re-installation of existing wheel stops; new wheel stop purchase and installation; striping; bonds; and insurance

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	Complete on 12/8/2023
Board of Commissioners Approval	Board of Commissioners Approve 2024 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	12/18/2024
Award Letter	GY 2024 CDBG to City of Alpharetta	1/8/2025
Mayor Council Approval of Alpharetta Contract	Next Calendar for Mayor Council Approval	7/14/2025
Fulton County Alpharetta Contract	Contract Route for Execution	July 2025
Fulton County Notice to Proceed	Project Notice to Proceed to City of Alpharetta	July 2025
Request for Proposals for Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	August 2025
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	August 2025
Notice to Proceed to Contractor	City of Alpharetta Notice to Proceed to Contractor/Award Conference/ Contract Execution	August 2025
Contract Provisions	The City of Alpharetta shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications	Complete
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	August September October 2025
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4th Quarter 2025

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.) Consultant Fees	August – October 2025	$110,000.00	$257,359.00
Total for Grant Award Year 2024 Award		$110,000	

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Reimbursement Projections	Submission Date
• Design & Construction Costs	$25,000.00	3rd Quarter
Construction Costs ▪ Labor/Materials ADA Parking	$45,000.00	3rd Quarter
Construction Costs ▪ Site work and mobilization	$40,000.00	3rd Quarter
TOTAL EXPENSES	$110,000.00	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Alpharetta's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Alpharetta – Alpharetta Adult Activity Center – ADA Parking Improvements
Quarterly Performance Report

Municipality: **City of Alpharetta** CDBG Funding Year: ***2024***

Project Name: **Alpharetta Adult Activity Center – ADA Parking Improvements**

Administering Department***: City of Alpharetta***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$110,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Has CDBG spending occurred for this project? ☐ Yes ☐ No
(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)
CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of drawdowns within reporting period: _____
Total amount of drawdowns to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

HUD INCOME LIMITS SUMMARY as of June 1, 2025

	Persons in Family							
	1	2	3	4	5	6	7	8
Very Low (50%)	$40,000	$45,700	$51,400	$57,100	$61,700	$66,250	$70,850	$75,400
Extremely Low Income (30%)	$24,000	$27,400	$30,850	$34,250	$37,650	$43,150	$48,650	$54,150
Low Income (80%)	$63,950	$73,100	$82,250	$91,350	$98,700	$106,000	$113,300	$120,600

FY 2025 Income Limit Category	Jan 1st – March 31st	April 1st – June 30th	July 1st – Sept 30th	Oct 1st – Dec 31st
Very Low (50%)				
Extremely Low Income (30%)				
Low Income (80%)				
Totals				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31st		April 1st – June 30th		July 1st – Sept 30th		Oct 1st – Dec 31st	
Race Categories	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**	**Number Served**	**of Hispanic Ethnicity**
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a **NEW or Continued Access** to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received *IMPROVED ACCESS* to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program. List here.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	Enter Total Amount Here:

Prepared by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/ Project Manager Signature

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program
ATTACHMENT D1: Year End Performance Report

Municipality: **City of Alpharetta** CDBG Funding Year: ***2024***

Project Name: **Alpharetta Adult Activity Center – ADA Parking Improvements**

Administering Department***: City of Alpharetta***

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: **$110,000**

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____
Contract Amounts: $_____ CDBG Amount: $_____

Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: $_____
Agency's Local Match project fund balance: $_____
Date of Construction start-up: _____
Date of Notice to Proceed (if different): _____
Number of days worked on project: _____
Percentage (%) of project complete: _____ %
Percentage (%) of CDBG funds spent: _____ %
Number of employees/workers on the job site: _____
Number of subcontractors on site: _____
Number of subcontractor's employees on site: _____
Wage decision or modification in use: _____
Number of submitted payrolls within reporting period: _____
Number of drawdowns within reporting period: _____
Total amount of drawdowns to date: $_____
CDBG remaining balance: $_____
Anticipated project completion date: _____

II. ***Narrative Description of Project Progress (attach additional sheets as necessary):***

_____

_____

_____

III. ***Project Issues, Considerations, or Problems (attach additional sheets as necessary):***

_____

_____

_____

_____

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A Job Category	B Number of New Hires	C Number of New Hires that are Section 3 Residents	D % of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what produces or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Anticipated Accomplishments: _____
Actual Accomplishment: _____
Total Number of Beneficiaries: _____
Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____ _____ _____
_____ _____ _____
_____ _____ _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	Outcome1: **Availability/Accessibility**	**Outcome 2:** **Affordability**	**Outcome 3:** **Sustainability**
Objective #1: Suitable Living Environment	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
Objective #2: Decent Housing	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
Objective #3: Economic Opportunity	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Approved by Municipality:

_____ **Date:** _____
Name and Title

_____ **Title:** _____
Signature

Year End Report Reviewed by CDBG CD Specialist:

_____ **Date:** _____
CD Specialist/Project Manager

Approved by Fulton County CD Manager

_____ **Date:** _____
CD Manager Signature

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Exhibit A

Sub-recipient Monitoring
Fulton County Community Development Block Grant
Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

EXHIBIT B

SUB-RECIPIENT MONITORING PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an ***external*** monitoring to review the activities of its sub-recipients.
In addition, the County will conduct an ***internal*** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

General Policy For CDBG Monitoring

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

Process For Notifying Sub-recipients Of Scheduled Monitoring Reviews

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

Determining The Program Areas To Be Included In Annual Monitoring

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

Compliance Checklists

The County will utilize the CDBG monitoring checklist attached to this plan.

Site Visit Procedures

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third-party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

3.	National Objective (check all that apply)		
	☐ Low/moderate-income benefit:		
	Area benefit (not applicable to Public Services)		
	Presumed benefit (check applicable boxes below)		
	Abused children	Battered spouses	
	Elderly persons	Severely disabled adults (use census population report definition)	
	Homeless persons	Illiterate adults	
	Persons living with AIDS	Migrant farm workers	
	Limited clientele		
	Family size and income (income surveys)		
	Nature and location of activity		
	☐ Prevention and elimination of slums and blight		
	a. National objective justification (describe):		
	b. National objective file documentation reviewed during monitoring visit (describe):		
	c. National objective regulatory citation:		
4.	How does the sub-recipient verify actual beneficiaries of the project?		
5.	Performance benchmarks as stated in written agreement:		
6.	Project accomplishments to date (describe):		
7.	Amount of CDBG funds financially obligated by sub-recipient:		$
8.	Amount of CDBG funds expended by sub-recipient:		$
9.	Amount of CDBG funds that remain unexpended for this activity:		$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)		

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.	
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.	
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.	
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.	
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No	
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:	
	a.	Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b.	Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.	
18.	Are the recordkeeping requirements of the CDBG regulations being followed:	
	a.	Eligibility documentation? ☐ Yes ☐ No
	b.	National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?	
	Is the use of program income consistent with the terms of the written agreement?	

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

	☐ Yes ☐ No				
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No				
21.	What sub-recipient staff members have responsibility for administering the project?				
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No				
NOTE:	**MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.**				
23.	Are financial records kept in accordance with CDBG administrative requirements?				
	a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?			
		(1)	Retention Requirements (200.333)	☐ Yes	☐ No
		(2)	Requests for Transfer of Records (200.334)	☐ Yes	☐ No
		(3)	Methods for collection, transmission and storage of Information (200.335)	☐ Yes	☐ No
		(4)	Restrictions on public access to records (200.337)	☐ Yes	☐ No
		(5)	Reporting Requirements (200.327)	☐ Yes	☐ No
		(6)	Monitoring and Reporting Performance (200.328)	☐ Yes	☐ No
		(7)	Records on Source and application of funds	☐ Yes	☐ No
		(8)	Effective Control and accountability of funds, property and assets	☐ Yes	☐ No
		(9)	Comparison of expenditures with budget amounts for each Federal Grant	☐ Yes	☐ No
		(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred)	☐ Yes	☐ No
		(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles	☐ Yes	☐ No
	b.	Internal controls (200.303)			
		(1)	Effective internal controls (COSO)?	☐ Yes	☐ No
		(2)	Evaluates and monitors compliance with federal regulations?	☐ Yes	☐ No
		(3)	Prompt action for non-compliance?	☐ Yes	☐ No
		(4)	Safeguards to protect identifiable information designated Sensitive	☐ Yes	☐ No
	c.	(1)	Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No		
		(2)	Written method for resolution of audit findings?	☐ Yes	☐ No
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No				
25.	If yes, what types of professional services have been retained?				

Type of Service	Name of Contractor

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

26.	How were professional services procured?
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No
28.	If yes, what types of materials and supplies have been purchased?

Type of Materials	Supplier

29.	How were materials and supplies procured?
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No

Description of Project	Contractor	Contract Amount

31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:

a.	Organizational chart?	☐ Yes ☐ No
b.	Written definition of duties of key employees?	☐ Yes ☐ No
c.	Formal system of authorization and supervision?	☐ Yes ☐ No
d.	Separation of duties?	☐ Yes ☐ No
e.	Staff qualifications for accounting functions?	☐ Yes ☐ No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	☐ Yes ☐ No

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

	g.	Comparison of financial records to actual assets and liabilities performed. ☐ Yes ☐ No
35.	Does the sub-recipient's accounting system contain the following elements:	
	a.	Chart of accounts ☐ Yes ☐ No
	b.	Cash receipts journal ☐ Yes ☐ No
	c.	Cash disbursements journal ☐ Yes ☐ No
	d.	Payroll journal ☐ Yes ☐ No
	e.	General ledger ☐ Yes ☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No	
	a.	Are journal entries approved and explained / supported? ☐ Yes ☐ No
	b.	Are posting and trial balances performed on a regular basis? ☐ Yes ☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials? ☐ Yes ☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No	
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No	
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No If "yes", explain:	
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No	
	Describe areas of weakness:	
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:	
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.		
FINDINGS:		
1.		
2.		
3.		
4.		
5.		
6.		
(ATTACH ADDITIONAL SHEETS AS NECESSARY)		

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

Completed by: _____ Date: _____
Fulton County CD Specialist/Project Manager

Reviewed by: _____ Date: _____
Fulton County Community Development Manager

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

FULTON COUNTY CDBG SUB-RECIPIENT MONITORING POLICY **Monitoring Finding / Concerns Clearance Process**	
Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

_____

Fulton County Community Development Department

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

Fulton County Community Development Block Grant Program

EXHIBIT C: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Alpharetta
2	Unique Entity Identifier (UEI)	GKW5HJAHNJJ2
3	Federal Award Identification	B-24-UC-13-0003
4	Federal Award Date	1/1/2024-9/1/2031
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2024 End Date: 9/1/2031
6	Amount of Federal Funds Obligated by This Action	$110,000
7	Total Amount of Federal Funds Obligated to the Subrecipient	$110,000
8	Total Amount of the CDBG Federal Award	$1,254,257
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CDBG funds will be specifically used for Alpharetta Adult Activity Center – ADA Handicap Barrier Removal located at 13450 Cogburn Road, Alpharetta Georgia 30004.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Roxanne McIver Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass-Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

Docusign Envelope ID: 1F927D2C-32F0-474A-99DE-FD7C0C0F0877

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Alpharetta is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

Signature of Authorized Certifying Official X	**Applicant** City of Alpharetta
Title Mayor	**Date** 7.23.2025

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: February 23, 2026

AGENDA ITEM:

iCan Shine & City of Alpharetta 2026 iCan Bike Host Agreement
Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 22-26, 2026, iCan Bike Program.

STAFF RECOMMENDATION:

Approve, as presented, the agreement between the City of Alpharetta and iCan Shine permitted the City of Alpharetta to host the 2026 iCan Bike Program and to 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: $11,400.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
ACC | Professional Services - Special Needs: 10061400 521200 RCC10	$11,400.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality. Additionally, a key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents and staff works diligently to deliver classes, programs, and events for all ages and abilities.

The iCan Bike program was initially introduced by the Alpharetta Public Safety Department in partnership with iCan Shine. The weeklong camp, made possible by volunteers comprised of Public Safety and Recreation staff, seeks to empower adaptive children and adults through learning the skill of riding a bike. Each year, the camp experiences approximately 40 "riders" and requires over 100+ volunteers. Riders of varying abilities come from all over to participate in this unique and rare program for ages eight and up, including teens and adults with intellectual and developmental disabilities. Riders are taught that they can do amazing things with a little effort, parents find the camp inclusive and heartwarming, and volunteers can pride themselves on the unforgettable contribution made to the community.

In the absence of the program's former Public Safety organizer, the Recreation Services Division of the Recreation, Parks & Cultural Services Department took over the program in 2024. This is a natural transition as the division

already assists by funding the program via operational funds and registration revenue and provides staffing assistance in preparation for and during the weeklong program.

THE AGREEMENT:
Under the agreement attached hereto, iCan Shine agrees to transfer over the hosting responsibilities of the iCan Bike Program to the City of Alpharetta's Department of Recreation, Parks & Cultural Services Department. Additionally, the agreement commits the City to a financial responsibility of $11,400 in service costs (shown below) to be provided by iCan Shine for 2026 iCan Bike Program.

$11,400 will cover the following expenses:

1. One Floor Lead Staffer
2. One Bike Technician
3. One additional iCan Bike staffer
4. All iCan Bike Camp Bike Rentals
5. iCan Bike Program Management (iCan Shine will manage the program while RPCS staff provides volunteers to man the program.)

TOTAL PROGRAM COST:
Historically, the iCan Bike Program averages a total cost of $20,000 to produce. $11,400 of the $20,000 expenses are for the services provided by iCan Shine to facilitate the program. The remaining $8,600 encompasses the day-to-day operational expenses for the camp (camp supplies, camp t-shirts, etc.). This year, City staff hopes to offset the City cost through the camp's registration fees as well as actively pursuing sponsorship funding. If all 40 "riders" register for the program, $8,000 can be raised in registration revenue and the total out of pocket expense to the City will be $12,000. This will only reduce if additional sponsorship funds are obtained.

RECOMMENDATION EXPLANATION:
The Department of Recreation, Parks & Cultural Services finds the program indispensable and wishes to take the responsibility of continuing the program to prevent the program's cessation. As such, staff recommends approval of the 2026 iCan Bike Host Agreement between the City of Alpharetta and iCan Shine.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Defer approval of the iCan Shine agreement, and direct staff on the next steps in order to advance the program.

2. Deny approval of the iCan Shine agreement effectively cancelling the iCan Bike Program for 2026.

ATTACHMENTS:

1. Alph - iCB Host Agreement 2026

Professional Services Agreement

This Professional Services Agreement ("Agreement") is between, iCan Shine, Inc., ("Shine"), a Indiana corporation, with a business mailing address of 5710 W Raymond St. Indianapolis, IN 46241, and City of Alpharetta, Georgia, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("Host").

In consideration of the Terms and Conditions set forth in this Agreement, Exhibit and invoices attached hereto, Shine and Host agree that duly authorized representatives as of the date below execute this Agreement.

AGREED BY:

City of Alpharetta

Sign: _____

Name: Jim Gilvin

Title: Mayor

Date:

Shine

Sign: _____

Name: Jeffrey Sullivan

Title: Director of Finance & Administration

Date: 1/20/26

APPROVE AS TO CONTENT:

Sign:

Name: Chris Lagerbloom

Title: City Administrator

APPROVE AS TO FORM::

Sign:

Name: Molly Esswein

Title: City Attorney

PLEASE MAIL THIS SIGNED SIGNATURE PAGE ONLY, ALONG WITH DEPOSIT, TO ICAN SHINE, INC AT P.O. BOX 541 PAOLI, PA 19301.

I. DEFINITIONS

The following additional defined terms will have the meanings set forth below:

1. "Camp" or "iCan Bike Camp" means the weeklong iCan Bike program offered and operated through a collaborative effort between the Host and Shine, including all defined terms, related activities, and obligations described herein.
2. "Camp Booking Form" means Shine's online booking form, completed and submitted by Host, including details necessary to consummating this Agreement.
3. "Camp Director" is the responsible adult person(s) provided by Host that coordinate with Shine during, and (when possible) before, the Camp in the provision of Services under this Agreement. The Camp Director (a full-time role that may be fulfilled by more than one person) may or may not be involved in helping the Host plan and administer the Camp beyond what is required to coordinate with Shine during the weeklong Camp.
4. "Facility" means the local venue utilized to accommodate the Camp, procured by Host, that includes, but is not limited to, the indoor riding area, outdoor riding area, overnight storage for Shine's bikes and related equipment, and parent and volunteer orientation space, including chairs, projector and projection screen.
5. "Family Bike(s)" means the bicycles intended for Riders to use for post-Camp riding that their parents/caregivers bring to Camp. One goal of the Camp is to transition Riders onto their respective Family Bike by the end of Camp.
6. "Fleet" means the adapted bicycles, conventional bicycles, and related equipment, in quantities necessary for conducting an iCan Bike Camp.
7. "Intellectual Property" means Shine's and Rainbow Trainer's (Shine's equipment Lessor) pre-existing inventions and techniques including, but not limited to, iCan Bike programming materials and techniques, policies and procedures, trade secrets, design and specifications of the adapted bicycle equipment utilized, trade names and logos and any other intellectual property incorporated into any deliverable in providing the Services defined herein.
8. "Usable Riding Space" means the riding surface area, whether indoor or outdoor, that: 1) is unobstructed and allows for a circular or ovular bicycle riding pattern for the Riders; and 2) is the source of the available square footage used to calculate the Maximum Number of Riders permitted, as defined below, for each 75-minute Camp session.
9. "Maximum Number of Riders" means the largest number of Riders the Host may enroll for each 75-minute Camp session and is determined by dividing

the Usable Riding Space square footage (length x width) by 1,700 and then rounding to the nearest whole number (i.e., 4, 5, 6, 7 or 8). Under no circumstances can the Maximum Number of Riders exceed eight (8).

10. "Minimum Number of Riders" means the minimum number of Riders the Host may enroll for each 75-minute Camp session. Under no circumstances can the Minimum Number of Riders be less than four (4).
11. "Rider" means the participating person who utilizes the adapted, conventional and/or modified bicycles, and related equipment at the Camp for the purpose of learning to independently ride a conventional two-wheeled bicycle. The Host deems riders eligible for the Camp after review of a completed Rider Registration Form. Eligibility is subject to the Maximum Number of Riders and is permitted based on the Usable Riding Space, both of which were previously defined.
12. "Rider Data Spreadsheet" means Shine's standard one-page excel spreadsheet, to be completed and submitted by Host, which compiles all Rider details necessary to help facilitate efficiency in the operations of the Camp.
13. "Shine Staff" means a minimum of a single full-time Floor Supervisor and a single full-time Bike Technician for the duration of Camp.
14. "Spotter(s)" or "Volunteer(s)" used interchangeably herein, means reasonably prudent and responsible people procured by Host, whether paid or unpaid, that assist the operation of the Camp through activities including, but not limited to, providing physical, motivational and/or emotional support to Riders and/or administering the Rider and Volunteer Camp daily check-in process.

II. DESCRIPTION OF PROFESSIONAL SERVICES

The professional services shall be provided subject to the Terms and Conditions, which follow.

Pursuant to this Agreement, Shine will collaborate with Host to conduct a weeklong iCan Bike Camp, using one Fleet of equipment, as well as Shine's trained staff, to perform the professional services described herein ("Services").

This Agreement is effective as of the date Shine receives, from Host, both the signature page of this Agreement and requisite deposit.

TERMS AND CONDITIONS

1. Shine's Obligations/Services

Shine must provide:

- One Fleet, as defined herein, in order to conduct an iCan Bike Camp to be held at a Shine approved Facility secured by Host from **June 22nd to 26th, 2026.** Unless otherwise agreed to, by Host and Shine, Shine will arrive at Host's locale with said Fleet on Saturday, June 20, 2026 and depart the following Saturday. On Sunday, June 28, 2026, Shine will expend approximately 2 hours unloading the Fleet contents into the Facility and conducting a parent and volunteer orientation at the Facility.

- One Trained Full-Time Floor Supervisor to monitor and manage the progress of the Riders, provide training to, and monitor the activities of, Host's Spotters/Volunteers, consult with Riders' parents/caregivers as needed, and coordinate the overall operation of the Camp. The Floor Supervisor will also resolve any related Camp issues, or concerns, in collaboration with the Host's appointed Camp Director.

- One Trained Full-Time Bike Technician to perform all on, and necessary adjustments to, all Fleet equipment, provide training to Riders utilizing a custom-designed tandem bicycle, as well as collaboratively work with the Floor Supervisor and Camp Director to resolve any related Camp issues or concerns. Additionally, Bike Technicians will assess and provide feedback and recommendations on Family Bikes to ensure such bicycles are suitable and appropriately sized for the specific Rider.

  Bike Technicians are expressly prohibited from making any modifications or adjustments to Family Bikes including, but not limited to, brakes, handlebars, gears, tires, and seats, except for installing a bike safety training handle and/or stem riser, but then only at the request of a Rider's parent/caregiver.

  Your contact for all Camp planning or other questions is Jeff Sullivan, Director of Finance and Administration, who can be reached at jeff@icanshine.org or 610-608-1312.

  Shine Staff assignments will be determined and communicated to Host no later than 14 days prior to the commencement of the Camp.

- One Additional Full-Time iCan Bike staff person to collaborate with and support the Floor Supervisor and/or Bike Technician, as deemed appropriate, to optimize the collective efficiency of Shine resources available to service the needs of the camp families and volunteers.

2. Host's Obligations

Shine's success in conducting the Camp is dependent upon the Host providing, maintaining, and making available, at Host's expense and in a timely manner, the resources described in this Section, and such other additional resources as Shine may, from time to time, reasonably request in connection with Shine's performance of the Services:

Camp Director:

(a) Host must provide a reasonably prudent and responsible adult representative Camp Director, as defined, to consult with Shine in advance of, and during Camp. A Camp Director, which can be a role shared by multiple people, must be in attendance and available at all times, during the Camp's hours of operation.

(b) Host is responsible for ensuring the Camp Director performs their primary duties as outlined below. Camp Directors may or may not be involved in planning the Camp. In addition to possible involvement in helping Host plan and organize the Camp, the primary responsibilities of a Camp Director during the week of Camp include, but are not limited to:

- Coordinate any emergency or other issues with Shine Staff (e.g., calling 911 or managing and collaborating with Shine Staff to resolve parent or spotter questions/issues) and act as a liaison between Shine Staff and parents of Riders (e.g., fielding and answering parent questions as best as possible and consulting with Shine Staff as needed)

- Coordinate communications and resolution of all Facility issues with the facility's staff (e.g., issues with access to or use of the indoor or outdoor riding areas as agreed)

- Providing oversight of Volunteers/Spotters

- Organize and administer a Rider and Spotter daily check-in process near entrance to indoor riding area. Check-in process should include:

- Having Riders arrive 10 minutes before session start time to obtain a name tag and wait in check-in area until met and greeted, each day, by assigned Spotter(s)

- Arrange for seating in check-in area for Riders' parents/caregivers to wait prior to session start times

- Having Spotters arrive 20 minutes before session start time to obtain a name tag and partake in daily instructional/training with the Shine Floor Supervisor

- Label Riders' Family Bikes (using tape on handlebars and marker) as they are brought to Camp by parents/caregivers writing Rider name and session # and provide such bikes to Shine Bike Technician for assessment and storage during Camp

- Coordinate and communicate all details of pre-camp orientation with Facility personnel. This includes, but is not limited to:

    - Scheduling to meet Shine Staff at Facility on Sunday, June 21, 2026 to unload the bike equipment into the Facility, which takes approximately 45 - 60 minutes (typically in the early afternoon) one hour before the start of orientation

    - Scheduling a Rider parent/caregiver and Volunteer/Spotter orientation to take place at the Facility beginning 60 minutes after the scheduled time to begin equipment unload (typically Sunday afternoon or evening)

    - Requesting that parents/caregivers <u>not</u> bring Riders to the Sunday orientation

    - Providing a screen and projector for Shine Staff to connect Shine laptop to show Power Point

presentation at Sunday orientation (no audio requirements)

- Making arrangements for seating for parents/caregivers and Volunteers/Spotters at Sunday orientation (NOTE: Parents/Caregivers and Volunteers/Spotters attend the same orientation.)

- Coordinate and communicate all details of outdoor riding area with Facility personnel and Shine Staff. This includes, but is not limited to:

  - Scheduling outdoor riding area (e.g., track, tennis courts, parking lot or basketball courts) to be free and clear for use before start of Camp on Wednesday (Day #3) through Friday (Day #5)

  - Ensuring outdoor riding area is free of obstacles (e.g., parked cars and other obstructions/hazards)

  - Ensuring outdoor riding area has adequate water/drinks for Spotters and Riders

  - Providing oversight for outdoor riding area during absence of Shine Staff (when both Shine Staff are working indoors) and communicating with Shine Staff to collaborate in addressing any concerns

- At the option of Host, coordinate and administer post camp award ceremony with Riders, Spotters, and parents, if any (typically occurring during the last 5 minutes of each 75-minute session on last day of Camp). Shine Staff does not take part because they are preparing for next session.

Facility:

(c) Facility must have one continuous clean, hard, level, and smooth indoor riding surface, with adequate lighting, that must not be carpeted or asphalt (e.g. hardwood, hard rubber or

similar synthetic material or polished concrete). The indoor riding area must have 1,700 sq. ft. of riding space per Rider, per session, available during the hours of Camp, for the duration of Camp.

(d) Host must either provide a Facility with air conditioning or provide commercial grade fans to properly ventilate and circulate air to maintain a comfortable and safe environment during Camp.

(e) The Maximum Number of Riders permitted per 75-minute session is presented below. However, after dividing the total usable square footage of the indoor riding area by 1,700, rounding to the nearest whole number is permissible when determining Maximum Number of Riders. For example, 4.50 to 4.99 may be rounded to 5 Riders and 5.50 to 5.99 may be rounded to 6 Riders per session:

# of Riders per Session	**Usable Riding Space**
4	6,800 sq. ft.
5	8,500 sq. ft.
6	10,200 sq. ft.
7	11,900 sq. ft.
8	13,600 sq. ft.

(f) The Facility must also have secure overnight storage for Shine's bikes and equipment from the time the equipment is unloaded into the Facility (typically the Sunday immediately before camp commences) through the last day of Camp (typically Friday).

(g) Host must also provide one continuous flat outdoor riding area, **no further than 200 yards from the indoor riding area**, and in compliance with the 'Usable Riding Space' discussed above, to support Riders who will transition to a less-controlled environment if and when ready. The outdoor riding surface must be substantially free of obstacles; including, but not limited to, raised manhole covers, speed bumps, drain grates, uneven/not level areas, curbed planter boxes and other objects or conditions which may pose a safety risk.

(h) The outdoor riding area needs to be available exclusively for Camp activities, beginning at the start of day 3 of Camp

(typically Wednesday) through the end of day 5 of Camp (typically Friday). During such time, Riders will be transitioned, based on their individual progress, from the indoor riding area to the outdoor riding area.

Riders:

(i) Host must provide qualified Riders (minimum requirements are defined on Shine's standard Rider Registration Forms located on Shine's iCan Bike Host webpage) to be enrolled in the Services, not to exceed forty (40) Riders per day, eight (8) Riders per session, and five (5) 75-minute sessions per day provided adequate usable riding space exists to comply with the Maximum Number of Riders, as defined above.

(j) Waitlisting Exceptions:

i. ***Underage Riders*** - Hosts must wait-list Rider applicants that will be between seven and one half (7½) and eight (8) years old at the start of camp. Such underage Riders may be permitted to participate in Camp ONLY if there are: available spots within the seven (7) days immediately prior to Camp, that could not be filled with applicant Riders that meet all requirements for participation; sufficient volunteer spotters to maintain a 2:1 ratio of volunteer spotters to Riders; AND such Rider meets all other requirements for participation. Under no circumstances, can any person with a disability attend Camp as a Rider if they are less than 7 ½ years old at the start of Camp.

ii. ***Typically Developing Riders*** - Hosts must wait-list Rider applicants that do not have a formal disability (i.e. typically developing people). Such typically developing Riders may be permitted to participate in Camp ONLY if there are: available spots within the seven (7) days immediately prior to Camp, that could not be filled with applicant Riders that meet all requirements for participation; sufficient volunteer spotters to maintain a 2:1 ratio of volunteer spotters to Riders; AND such Rider meets all other requirements for participation. Under no circumstances, can any typically developing person attend Camp as a Rider if they are less than 8 years old at the start of Camp.

(k) If the minimum sq. ft. per Rider is not available at the Host's

Facility, to accommodate the number of Riders Host has enrolled in Camp for any given 75-minute session, Host agrees to reduce the number of Riders to comply with the Maximum Number of Riders, as defined above.

(l) The minimum number of Riders enrolled in any one session must not be less than four (4). In the event Host has fewer than 4 Riders scheduled, for any one session, Host agrees to reschedule such Riders to other sessions to comply with the Minimum Number of Riders, as defined.

(m) Host must ensure the distribution of Riders in each session appropriately complies with the bicycles/equipment available for each session. Shine Fleets have only six (6) of the largest 26" bikes and two (2) of the smallest 16" bikes. Specifically, **having more than six (6) Riders 64" or taller OR more than two (2) Riders under 48" tall in any one 75-minute session cannot be accommodated.**

(n) Host must schedule each Rider to attend no more than one 75-minute session per day for Camp, and schedule each session to be 75 minutes in duration with no less than a 20-minute break in between sessions (15-minute breaks do not suffice). The schedule must allow for an approximate one-hour meal break for Shine Staff each day.

(o) Host must supply all available Rider registration data, on Shine's Rider Data Spreadsheet to the then assigned Shine Floor Supervisor. If all data is not available 14 days prior to the Camp start date, Host must send all available data at that time, and send additional data as it becomes available in the days immediately preceding Camp. Please note this data is automatically provided if Host elects to utilize Shine's online registration platform.

(p) Host must offer either Shine's online video orientation (YouTube video links available) OR arrange for Riders' parents/caregivers to be available to Shine for a one-hour in-person informational orientation meeting, designed for parents/caregivers and Volunteers/Spotters, at the Facility or other space approved by Shine the day prior to the start of Camp. Riders should NOT attend this orientation. This is the same orientation meeting as discussed below for Spotters/Volunteers.

Volunteers/Spotters:

(q) Host must provide a **minimum of two (2) Spotters, at least fourteen (14) years old, per Rider (ratio of 2:1 Spotters to Rider), for each session to work with the Riders**. These Spotters must be physically fit, such that they can run beside Riders on the bike for most of the session, and strong enough to hold the bike and Rider in the event of a fall. **To the extent Host cannot meet this 2:1 ratio, Host must reduce the number of riders such that this 2:1 ratio is met.**

(r) Host must offer either Shine's online video orientation (YouTube video links available) OR arrange for Volunteers/Spotters to be available to Shine for a one-hour in-person informational orientation meeting designed for Volunteers/Spotters at the Facility or other space approved by Shine the day prior to the start of Camp. This is the same orientation meeting as discussed above for Riders' parents/caregivers.

(s) Host is responsible for background screenings of Volunteers/Spotters only to the extent required by federal, state, and/or local laws. Host is responsible for compliance with any applicable federal, state, and local laws and regulations regarding Volunteer/Spotter screenings and participation in this type of event.

(t) Host will instruct Spotters to arrive to camp each day 20 minutes before their scheduled session start time for check-in and a mandatory 15-minute spotter meeting with Shine Floor Supervisor.

(u) Host will provide the completed Shine Volunteer Data Spreadsheet to Shine Floor Supervisor no later than the Friday prior to the Camp start date. Please note this data is automatically provided if Host elects to utilize Shine's online registration platform.

Shine Staff Lodging:

(v) Host must provide appropriate lodging for Shine Staff. Appropriate lodging consists of the following: Two (2) separate bedrooms and bathrooms, for seven (7) nights, at the same location, checking in and checking out on Saturday, June 20, 2026 unless otherwise agreed to, at Host's sole expense, and in

addition to the fees indicated in Section 4 below.

Such accommodations should be placed in the name(s) of the then assigned Shine Staff to ensure a smooth check-in upon arrival. Any lodging arrangements at properties other than hotels, for example dormitories, condominiums, summer houses, cottages, etc. require advanced approval by Shine.

Host agrees that lodging will meet the following requirements:

- Have two (2) beds in at least one of the hotel rooms to enable sharing of room by staff
- Located in a safe neighborhood
- Air-conditioned, clean, and comfortable
- Overall average or better online reviews/ratings
- Located no more than a 30-minute drive from the Camp Facility, unless otherwise agreed to by Shine
- If accommodations are not a hotel, room comfort and hygiene amenities provided shall include those provided by a hotel, including but not limited to: pillows, bed sheets, blankets, soap, towels, and toilet paper

Border Crossing (Canadian Camp Locations only):

(w) Host must reimburse Shine for atypical expenses related to crossing the U.S. border (e.g., ferry transportation, temporary job permit or assessed fees) necessary to reach Host's camp location. Further, Host assumes responsibility for applying for and/or otherwise administratively securing required border crossing authorization and documentation on behalf of and through collaboration with Shine (e.g., Shine providing staff passports and other required supporting documentation).

Camp Rules:

(x) Host must appropriately communicate and assist Shine Staff in enforcing that anyone who sits on a bicycle, at Camp at any time, must wear a properly fitted and secured helmet suitable for a bicycle; and that no one shall be permitted to enter the indoor and outdoor riding areas unless they are wearing shoes with closed toes, such as sneakers. Flip flops, sandals, and other open-toe shoes are not permitted.

(y) In order for a Rider to participate, Host must ensure the

following for each applicable Rider: 1) Shine be provided with a signed Rider Acknowledgement & Liability Release, as presented in Exhibit A attached hereto, from the party legally responsible for the Rider (electronic signature is accepted for online registrations); 2) appropriately fitting bike safety equipment (e.g., Bike helmet) be available and worn while sitting on a bike; and 3) have a parent/caregiver, legal guardian or designated equivalent present at Camp at all times. If Host, for any reason, cannot ensure the above, that Rider will not be permitted to participate in Camp.

(z) Host must communicate to all present at Camp that: 1) photography is to be focused on the people at Camp as opposed to the bike equipment; 2) escorting Riders into the restroom by anybody other than their parent or caregiver is strictly prohibited; and 3) close up photos or filming of the bike equipment that would enable an individual to determine manufacturing measurements, materials, and methods are strictly prohibited.

(aa) Host agrees to utilize Shine's administrative forms (e.g., Rider Registration Forms, Rider Data Spreadsheet and Volunteer Data Spreadsheet, etc.) as provided on the iCan Bike Host page of Shine's website, without modification, aside from inputting and/or customizing the content requested by such forms. Host may elect to utilize Shine's complimentary online registration platform.

3. Place of Performance

Unless otherwise mutually agreed to in writing, Shine will perform the Services, in whole or in part, at the Facility/Venue secured by Host and approved by Shine as disclosed in the Online Camp Booking Form submitted by Host.

4. Price, Payment Terms, Lodging, Border Crossing, Credit Card Processing & Refund Policy

Price & Payment Terms:

The price for the Services shall be USD $11,400.

Payments for the Services are due as follows (see attached invoices):

- A deposit of USD $2,500 is due at contract signing and secures Host's Camp week

- A payment of USD $4,500 is due 30 days prior to the start of the Camp

- A final payment of USD $4,400 is due by the Friday prior to the start of Camp

In the event any payment is not received by the above due dates, Shine reserves the right to assess a one percent (1.0 %) monthly late charge, calculated on a pro rata daily basis, to past due outstanding balances.

If Shine does not receive payment, in full, by the first day of Camp, Shine reserves the right to promptly cease performance under this Agreement. This is exercisable at Shine's sole discretion, in addition to Shine's other rights and remedies, and failure to exercise this right shall not act as a waiver of this, or any other, rights and remedies available to Shine at present or in the future.

Credit Card Processing:

Hosts may opt to utilize Shine's website credit card payment processing feature, enabling participant registration fees and/or donations to be processed via credit card through Shine's website and credited directly to Host's Shine account. Shine will record such credit card payments to Host's account for the gross amount, thereby absorbing related merchant bank processing fees. This service is complimentary to Hosts.

Hosts are notified via e-mail each time a credit card transaction, specific to their camp, has been processed through Shine's website and credited to their account. The amounts due per above mentioned invoices shall be reduced accordingly by all such credit card transactions credited to Host's Shine account. Host may request a detail of their Shine Account at any time which will be promptly e-mailed to Host. This enables Host to reduce payments by accounting for all credited credit card transactions.

Additionally, at the request of Host, Shine will pay vendors directly or reimburse Host for camp related costs (e.g., lodging, t-shirts, facility fees, camp supplies, etc.) from Host's Shine account to the extent such payments or reimbursements do not create an outstanding balance due to Shine.

Refund Policy:

The following outlines the circumstances and the extent to which Host payments to Shine are refundable:

(a) In the event Shine informs Host of an inability to provide the services described herein, due to events as described in Section 13, Shine must fully and immediately refund to Host all monies paid that have not yet been expended on such Camp by Shine (e.g., non-refundable airline tickets, if any, purchased in advance).

(b) In the event Host provides written notice to Shine (e-mail messages suffice), equal to or more than 150 days prior to the start date of Camp, this Agreement may be terminated for any reason by Host and all monies paid by Host to Shine will be fully and immediately refunded**.**

(c) In the event Host terminates this Agreement **less than** 150 days prior to the start of Camp, all monies paid by Host to Shine, other than the deposit, will be fully and immediately refunded. The deposit amount will first be applied by Shine as reimbursement for actual costs Shine incurs directly related to such Camp cancellation that are unavoidable (e.g., non-refundable airfare/travel, truck rental and trailer storage, Staff Camp compensation and/or per diem to the extent incurred by Shine).

After reducing Host deposit by said actual costs Shine incurs, if any, the remainder of the deposit will be maintained by Shine as a credit for the benefit of Host, with no expiration date, to be applied towards the price of any future Shine program (i.e. iCan Bike, iCan Swim or iCan Dance) hosted by Host.

To the extent Host has not paid at least $1,500 of the deposit and terminates this Agreement **less than** 150 days prior to the start of Camp, Host agrees to pay Shine a $1,500 cancellation fee.

5. Confidentiality and Privacy

Shine must keep confidential any Host information that has been provided to Shine as such. All Rider information and data must be kept confidential, at all times, by Host and Shine, and shall only be shared with Spotters assigned to work with and support the respective Rider at Camp.

6. Intellectual Property/Branding & Marketing

(a) Shine and not Host, shall retain ownership of, and all rights, title, and interest in and to the Intellectual Property, as defined. Additionally, no license therein, whether express or implied, is granted by this Agreement, or as a result of the Services performed hereunder, without the express written consent of Shine.

(b) Host may include references to Shine or the iCan Bike program and its capabilities and Services in brochures, fund-raising materials, news articles, websites, Facebook pages, advertising materials, and/or Camp signs/clothing/gifts in support of the Camp. However, Host or its' agents (e.g., printers) must use only the Shine logos (including the format for the name "iCan Shine" or "iCan Bike") provided on Shine's website Host page Marketing Section, or otherwise by Shine, absent of any modifications except for adding beneath the words "iCan Shine" or "iCan Bike" the city, state and/or date of the Host's local camp using the same font, color, style, and format (e.g., iCan Bike 2026 – Chicago, IL).

Under no circumstances shall Host 're-brand' the Shine iCan Bike program under a name different than "iCan Bike."

(c) Host agrees to not use any design or proprietary information obtained from access to, or observation of, the specialized bike equipment used by Shine, such as by manufacturing or causing to be manufactured equipment patterned after the designs of such equipment.

7. Termination/Cancellation

Either party may terminate this Agreement if any of the following occur:

(a) the other party fails to perform a material obligation of the Agreement in accordance with its terms and does not cure such failure within a period of 30 days after receipt of written notice from the non-breaching party specifying such failure; or

(b) the other party becomes insolvent or the subject of proceedings under law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts generally

as they become due; or

(c) Host loses right to utilize their chosen facility/venue and fails to secure another acceptable location within 15 days.

(d) the Host opts to do so for convenience subject to the terms set forth in Section 4.

8. Disclaimer of Warranties

Shine expressly disclaims all express or implied standards, guarantees or warranties including, but not limited to, a warranty that any Rider will be independently riding a conventional two-wheel bike, or otherwise, by the conclusion of Camp. SHINE MAKES NO WARRANTIES OF ANY KIND CONCERNING POTENTIAL RESULTS OF SHINE'S SERVICES.

9. Limitation of Liability and Release

The following limitations of liability are provided under this Agreement:

(a) Shine's total liability to Host for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the greater of either the amounts paid by Host to Shine under this Agreement or the amounts paid by Shine's insurance carriers to or on behalf of Host.

(b) In no event, shall either Shine or Host be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

10. Severability

If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any

respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms, and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

11. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Shine may, without violation of this paragraph, engage the services of independent contractors to assist in the performance of its duties hereunder.

12. Applicable Law

This Agreement shall be governed by and construed under the laws of the State, Commonwealth, or Province in which the Host's Facility resides, without regard to its laws relating to conflict or choice of laws.

13. Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations (except monetary payment) under this Agreement to the extent such failure or delay is due to an unexpected and disruptive event beyond its reasonable control (referred to herein as "Force Majeure Event") examples of which include, but are not limited to, drought, war, famine, pandemics, embargo, martial law, labor shortages, strikes, economic and natural disasters and environmental hazards.

Upon a Force Majeure Event, the parties must notify the other that such an event has occurred and include the effect and duration on its performance. The parties must use reasonable diligence in resuming performance and updating the other party on its progress.

Any such delays shall not be a breach of, or failure to perform, this Agreement or any part thereof, and the date on which the obligations hereunder are due to be fulfilled shall only be extended for a period equal to the time lost as a result of such delays, to the extent Host and Shine's schedule permits, or rescheduled for a future date mutually agreed upon by Shine and Host. Shine and Host must make all reasonable efforts to mutually agree on a future date.

14. Relationship of Parties

Shine is an independent contractor in all respects with regard to this Agreement.

15. Third Party Beneficiaries

This Agreement does not create, and must not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

16. Waiver or Modification

This Agreement may be modified, or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of both Host and Shine (unless in the form of e-mail in which both parties explicitly and mutually agree to the waiver or modification). Nothing in this Agreement shall be deemed to constitute a waiver of the City's sovereign immunity.

17. Entire Agreement

This Agreement, including any and all Exhibits attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement and understanding between the parties hereto and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services to be provided hereunder.

18. Survival

The provisions of sections 4, 5, 6, 8, 9, 14, 15 and 20 shall survive the termination or expiration of this Agreement.

19. Insurance

Shine shall provide liability insurance with an aggregate limit of USD $3 million (General liability insurance of USD $2 million plus Umbrella liability insurance of USD $1 million) by naming the Host and owner of Host's Facility as an

"Additional Insured" on Shine's liability insurance policies for the Camp period. The Host will be provided with certificates of insurance prior to Camp as evidence of coverage (an example of such insurance certificate is available on Shine's website on the iCan Bike Host page under the subsection 'Legal').

Additionally, Host must name Shine as an "Additional Insured," on any existing liability insurance policies maintained by Host that permit naming additional insured parties for the Camp period as follows: iCan Shine, Inc. and its' officers PO Box 541 Paoli, PA 19301.

Because the Host recruits Camp Volunteers/Spotters locally, such Volunteers/Spotters are considered the Host's Volunteers/Spotters and are therefore NOT COVERED by Shine's accident insurance. Hosts should consider if such Volunteers/Spotters are covered under Host's insurance policies and/or if procuring a weeklong 'special events' insurance policy in this regard is warranted. Obtaining such optional insurance coverage is at the sole discretion of the Host.

20. Mutual Indemnification/Hold Harmless

Host agrees to indemnify and hold harmless Shine (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, as result of **Host's** breach of any representation, warranty, duty, promise or covenant made in this Agreement.

Shine agrees to indemnify and hold harmless Host (together with its officers, directors, employees, volunteers, or agents) from and against all losses, claims, damages, liabilities, expenses, and costs including, but not limited to, attorneys' fees, as a result of **Shine's** breach of any representation, warranty, duty, promise or covenant made in this Agreement.

Exhibit A

Rider Acknowledgment & Liability Release
(Mandatory for Participation)

Rider Name: _____

Rider's Parent/Legal Guardian Name: _____

The undersigned hereby agrees to the following:

1. Assumption of Risk:

I,_____, am the above indicated Rider's parent or legal guardian and, for myself and on behalf of said Rider, have fully read the accompanying iCan Bike Rider Registration Form and the related materials made available to me describing the iCan Bike program ("Camp"), and I am aware of, understand, and assume the unavoidable risks of the inherently dangerous activity of bicycling, which involves movement and physical exertion that could result in, but not be limited to, severe bodily injury or death.

I further understand and acknowledge that some bicycles have a handbrake connected to the front wheel posing a significant safety risk to riders being dislodged from the bicycle over the handlebars to the extent such handbrake is squeezed too firmly while riding. I also understand and acknowledge that iCan Shine, Inc. ("iCan Shine") has a practice of teaching bicycle braking using handbrakes connected to the rear wheel only to mitigate this risk. To alleviate the risk of bodily injury to said Rider, in the absence of my explicit request that such front wheel handbrake disengagement not occur, I hereby consent to iCan Shine disengaging any front wheel handbrake affixed to said Rider's personal bicycle brought to camp.

2. Release of Liability:

In consideration of iCan Shine, its affiliates,_____*[insert Host name]*, and _____*[insert Facility name]* allowing the above named Rider's and MY participation in the Camp, I, for myself and on behalf of said Rider, our heirs, administrators, personal representatives or assigns, hereby agree to release, indemnify, hold harmless and discharge iCan Shine, its owners, agents, employees, officers, executives, directors, representatives, affiliates, assigns, [Insert Host and Facility Names] and their volunteers, agents, employees, and officers of and from all claims, demands, causes of action, and liability,

whether the same be known or unknown, anticipated or unanticipated, even if caused, in whole or part, **BY THE NEGLIGENCE OF ANY OF THE FOREGOING**. I further agree that I shall not bring any claims, demands, legal action and causes of action, against iCan Shine and/or any of the foregoing for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by said Rider or ME in relation to the facility and/or operations of the Camp, which shall include, but not be limited to, riding, driving, training, handling, or otherwise being near both conventional two-wheeled bicycles as well as the adapted and/or modified biking equipment used by iCan Shine at the facility during the Camp, whether or not such bicycles and equipment are owned by iCan Shine, or in the care, custody, or control of iCan Shine.

3. Indemnification:

If, despite this release, I, the above named Rider or anyone on said Rider's behalf makes a claim against iCan Shine or any of the foregoing, I agree to indemnify and hold harmless iCan Shine and the foregoing from any litigation expenses, attorney's fees, loss, liability, damage, or cost that they may incur due to the claim(s) made against iCan Shine and the foregoing related to any of the activities or associated activities outlined above.

Further, I hereby expressly acknowledge that photographs and/or videos of said Rider could be taken by parties outside the control of iCan Shine and [insert Host and Facility names] in connection with participating in the Camp. I acknowledge that iCan Shine and [insert Host and Facility names] have limited or no control over such activities of third parties and have no control over any editing and/or use of such photos and/or video footage.

Signature of Rider's Parent/Legal Guardian: _____

<u>Media and Data Collection Release</u>
(NOT mandatory for participation)

I give permission for said Rider to be photographed and/or videotaped and later published in print or electronic media by iCan Shine or [insert Host and Facility names] or third parties acting on behalf of iCan Shine or [insert Host and Facility names]. I acknowledge and agree that photographs and videos may be edited and used in whole or in part as desired for these purposes, and may be produced, duplicated, distributed and used for informational, promotional, or other public purposes. I understand that photographs and videos are not my property and I will not be compensated for them. I understand and authorize the use in writing or otherwise the name or identity of said Rider.

Further, I understand that data collected from this program will be used to help the camp operate effectively relative to appropriate progressions, bike sizing and behavior management. I acknowledge that I may be contacted in the future for follow up information pertaining to rider progress, status or for other requests to support the future development and success of the program.

Signature of Rider's Parent/Legal Guardian: _____

INVOICE

Invoice #: 20261B

To: City of Alpharetta

Description	Amount
Deposit for 2026 Bike Camp	USD $2,500
Credit from prior year	(1,085)
Total Due Upon Receipt	USD $1,415

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!

INVOICE

Invoice #: 20262B

To: City of Alpharetta

Description	Amount
Progress Payment for 2026 Bike Camp	USD $4,500
Total Due No Later Than May 22, 2026	USD $4,500

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!

INVOICE

Invoice #: 20263B

To: City of Alpharetta

Description	Amount
Final Payment for 2026 Bike Camp	USD $4,400
Total Due No Later Than June 19, 2026	USD $4,400

Make all checks payable to:

iCan Shine, Inc.
P.O. Box 541
Paoli PA 19301

For questions concerning this invoice, please e-mail or call:
jeff@icanshine.org or (610) 608-1312

THANK YOU FOR YOUR COLLABORATION!

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: February 23, 2026

AGENDA ITEM:

Grant Agreement: Arts Alpharetta and Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project
Consideration of approval of a grant agreement between the City of Alpharetta and Arts Alpharetta for the creation and implementation of the Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approval of a grant agreement between the City of Alpharetta and Arts Alpharetta for the creation and implementation of the Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project and with authorization for 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:
EACH YEAR, THE EXPENSE ASSOCIATED WITH THE BI-YEARLY AGREEMENT (DETERMINED BY CURRENT COSTS FOR DEINSTALLATION, MATERIALS, SHIPPING, NEW INSTALLATION, AND ON-LOAN RENTAL AGREEMENTS WITH ARTISTS) IS EVENLY DISTRIBUTED ACROSS TWO FISCAL YEARS. FUNDING IS REQUESTED EVERY FISCAL CYCLE IN ACCORDANCE WITH THE AGREEMENT; 50% OF TOTAL COSTS REQUESTED IN FISCAL YEAR 1 AND THE REMAINING 50% OF TOTAL COSTS REQUESTED IN FISCAL YEAR 2.

IN FISCAL YEAR 2026, THE DEPARTMENT WAS GRANTED $45,000 IN CAPITAL FUNDING TO CONTINUE THE INITIATIVE. THE DEPARTMENT IS CURRENTLY REQUESTING $45,000 IN THE 2027 FISCAL CYCLE TO CONTINUE FUNDING THE PROGRAM AS WELL AS ADVANCE THE EXHIBIT TO FINALLY ACHIEVE THE ORIGINAL FOOTPRINT AS IMAGINED. SHOULD THE AGREEMENT AND RESPECTIVE FUNDING BE APPROVED BY CITY COUNCIL, THE DEPARTMENT WILL HAVE THE APPROPRIATIONS AND AUTHORIZATION TO NOT ONLY REPLACE THE CURRENT (5) SCULPTURES BUT SECURE FUNDING TO FINALLY INSTALL THE REMAINING 2-5 SCULPTURES FOR THE POPULAR EXHIBIT.

IF NOT FUNDED IN FY2027 BUDGET, THEN THE

NUMBER OF SCULPTURES WILL BE REDUCED
TO THE AMOUNT OF FUNDING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Cultural Services - Public Art On-Loan Program/30161150 544100 C1807	$45,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

BACKGROUND:

The Department of Recreation, Parks, and Cultural Services partners with Arts Alpharetta, Inc. to curate outdoor and indoor exhibits throughout the City of Alpharetta. In addition, Arts Alpharetta, Inc. serves as our Public Art Review Committee for developers that are given public art conditions by the Design & Review Board overseen by the Department of Community Development.
The Outdoor On-Loan Sculpture Exhibit changes names and themes every two years. The first exhibit, installed 2018 was titled *Miscellany,* the second exhibit was *Omnium Gatherum,* and the third, which is currently on display, is *Medley*.

The Alpharetta Convention & Visitors Bureau, the City of Alpharetta, and Arts Alpharetta, Inc. partner on a Downtown Alpharetta Arts Walking Tour Brochure for the community that includes the outdoor on-loan sculptures as well as permanent sculptures that is available in print and online. In addition, the City's public art is also available on the City's website via a GIS Public Art Map. This allows the public to follow along online to experience City-owned and privately owned public art pieces throughout Alpharetta. The outdoor on-loan program is updated on the GIS Public Art Map with each new exhibit.

Due to the challenges presented from the COVID pandemic, the outdoor on-loan exhibit was scaled back to include only (5) sculptures stationed in Brooke Street Park, Goswick Park, and Wills Park. To date, the exhibit's remaining 2–5 sculptures in sections of Downtown Alpharetta and along the Alpha Loop (at Thompson Street) have designated locations but remain unfunded.

THE AGREEMENT:

In 2018, the first agreement with Arts Alpharetta, Inc. was approved for $85,000 to install all sculptures for the exhibit and was intended to be an annual agreement. The recurrence of a yearly project proved too frequent and not sustainable for Arts Alpharetta, Inc. and in 2020, the agreement was revised to a bi-yearly agreement, resulting in a division of the expense across two fiscal years. By 2021, the initiative was scaled back on account of available funding and has yet to receive the funding needed to bring the exhibit back to its original footprint.

The Bi-Yearly Outdoor On-Loan Agreement outlines a total expense of $90,000 for the exhibit in the hopes of finally installing all the sculptures planned for the initiative. $68,660 in available funding currently exists in the Department's capital funds allocated for the initiative and is earmarked as follows:

$13,500	Final payment for the 2024-2025 agreement
$45,000	First 50% associated with the Bi-Yearly Outdoor On-Loan Agreement (From FY2026 Budget).
$10,160	Public art maintenance and repairs.

As mentioned above, the Department is currently requesting $45,000 in Fiscal Year 2027 capital funding to fully realize the outdoor on-loan program under the new agreement. Payments would be made in (3) installations as per the agreement and in alignment with fiscal year appropriations.

If the new outdoor on-loan agreement is approved, *Dazzle and Discord* will be a collection of sculptures that celebrate imagination, inspire visual delight, exciting yet unpredictable…generating a joyful but surprise us as we walk about town. Musically, discord is defined as an effect “to create a feeling of surprise.”

The agreement would be valid for a period of (2) years.

RECOMMENDATION EXPLANATION:

Staff is in favor of the City’s agreement with Arts Alpharetta, Inc. for the bi-yearly outdoor on-loan exhibit. The agreement supports the City's vision of promoting and supporting arts and culture through public art. In addition, art on-loan programs promote transitional art in the City’s outdoor environment intentionally offering new and beautiful art walk opportunities for Alpharetta’s vibrant community while also providing the Alpharetta Convention & Visitors Bureau with yet another avenue to promote visitation and tourism.

Lastly, Staff recommends the services provided by Arts Alpharetta, Inc. which provides turn-key service for all aspects of the project. Services include all correspondence with artists (ranging from the online call for artists to rental agreements and payments), curation, installation, and deinstallation of the art, and marketing.

ALTERNATIVES:

There are two alternatives to this recommendation:

1. Deny approval of the 2026-2027 Bi-Yearly Sculpture Outdoor On Loan Exhibit Agreement resulting in the removal of the (10) current *RIFF* sculptures and cessation of the outdoor art on-loan exhibit program.
2. Deny approval to incorporate the exhibit’s remaining sculptures and direct staff to revise the 2026-2027 Bi-Yearly Sculpture Outdoor On Loan Exhibit Agreement to continue with the exhibit as-is.

ATTACHMENTS:

1. Arts Alpharetta FY2026-2027 Outdoor On Loan Agreement
2. Alpharetta Grant Agreement with Arts Alpharetta FY2024-2026

2 PARK PLAZA
ALPHARETTA, GA 30009

**CITY OF ALPHARETTA GRANT AGREEMENT WITH
ARTS ALPHARETTA, INC.
FOR THE CREATION AND IMPLEMENTATION OF THE
FY2026-2027 BI-YEARLY OUTDOOR SCULPTURE EXHIBIT /
ART ON-LOAN PROJECT**

THIS AGREEMENT is made and effective as of August 1, 2026 (the "Effective Date"), by and between the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and **ARTS ALPHARETTA, INC.**, a Georgia nonprofit corporation, with its principal office located at 625 Varina Way, Alpharetta, Georgia 30022 ("Arts Alpharetta").

BACKGROUND

WHEREAS, the Charter of the City of Alpharetta authorizes the City to exercise and perform all functions necessary or desirable to promote the general welfare of the City of Alpharetta and its inhabitants; and

WHEREAS, the City Council has approved the funding of a public art initiative to create an outdoor sculpture exhibit / art on loan project, the intended purpose of which is to further goals and policies set forth in the City's Comprehensive Plan and Downtown Master Plan and other interests of the City, including: to foster community pride; to improve the visual attractiveness of public spaces; to provide for the incorporation and connectivity of small scale outdoor spaces, green spaces, open spaces and other public spaces as a system of public art attractions; to encourage public interaction with public places via the placement of works of art; to promote art attractions to residents, tourists and visitors and thereby promote and stimulate business and economic development in the City; and to provide for the opportunity and ability to appreciate art and expand cultural opportunities throughout the community (the "Grant Purpose"); and

WHEREAS, Arts Alpharetta is a Georgia non-profit corporation based in Alpharetta and is exempt from income tax under IRC §501(c)(3); and

WHEREAS, Arts Alpharetta and the City are mutually interested in and concerned with providing and making available an outdoor sculpture exhibit / art on loan program for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta originally presented a proposal to the City Council on October 23, 2017, providing for the creation and implementation of an outdoor sculpture exhibit / art on loan project, a temporary exhibition titled "Miscellany: Open Air Art Exhibit" (referred to herein as the "Initial Exhibition"), as part of the City outdoor sculpture exhibit / art on loan program, and the City subsequently awarded an arts grant to Arts Alpharetta in Fiscal Year 2018 to fund said project (the "FY 2018 Grant"); and

WHEREAS, Arts Alpharetta managed said FY 2018 Grant project and expended the FY 2018 Grant funds in a manner consistent with the FY 2018 Grant purpose, and Arts Alpharetta and the

City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta submitted a proposal to the City Council on or about April 22, 2019, providing for the creation and implementation of a second project for the outdoor public art on loan project, a temporary exhibition titled "Omnium Gatherum," and the City subsequently awarded an arts grant to Arts Alpharetta in Fiscal Year 2019 to fund said project (the "FY 2019 Grant"); and

WHEREAS, Arts Alpharetta managed said FY 2019 Grant project and expended the FY 2019 Grant funds in a manner consistent with the FY 2019 Grant purpose, and Arts Alpharetta and the City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta submitted a proposal to the City, which was presented to the City Council on June 30, 2026, providing for the creation and implementation of a third project for the outdoor sculpture exhibit / art on loan project, a temporary exhibition title Dazzle and Discord by June 30, 2026, and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2026 and FT 2027 to fund said project (the "FY2026 - FY2027 Grant"); and said proposal as subsequently modified by mutual agreement of the parties is referred to herein as the "Proposal"; and

WHEREAS, the City desires to continue to fund the outdoor public sculpture on loan project described in the Proposal, a temporary exhibition titled Dazzle and Discord (the "Project"), and Arts Alpharetta is willing and able to perform the Project and is authorized to expend such funds for the purpose of performing the Project in a manner consistent with the Grant Purpose; and

WHEREAS, the City Council has approved the award of the FY2026-FY2027 arts grant to Arts Alpharetta for the purposes and in the amount described herein.

NOW THEREFORE, the City and Arts Alpharetta hereby agree to the following:

1. GRANT ACCEPTANCE AND SCOPE OF SERVICES

The City hereby awards a grant in the amount of NINETY THOUSAND DOLLARS ($90,000.00- funding combined from FY2026 $45,000.00 and FY2027 $45,000.00) (the "Grant Funds") to Arts Alpharetta for the purpose of managing the Project within the City of Alpharetta in a manner that is consistent with the Grant Purpose. Arts Alpharetta hereby accepts said grant under the terms and conditions of this Agreement and agrees to utilize the funds from this grant to perform and carry out in full the Project in a manner that is consistent with the Grant Purpose. The Project and the scope of services to be performed by Arts Alpharetta are further described and identified in **Exhibit "A"** attached hereto and incorporated herein by this reference.

2. DISBURSEMENT OF GRANT FUNDS

Within fourteen (14) days of execution of this Agreement by both parties, the City shall deliver to Arts Alpharetta a check in the amount of FORTY-FIVE THOUSAND DOLLARS ($45,000.00), as an initial, partial payment ("Initial Payment") of the Grant Funds, representing fifty percent (50%) of the Grant Funds. City will disburse the balance ("Final Payments") of the Grant Funds by tendering a check to Arts Alpharetta as follows:

(a) The 1st Exhibit Cycle Final Payment in the amount of THIRTY-ONE THOUSAND AND FIVE HUNDRED DOLLARS ($31,500.00), representing thirty-five percent (35%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the Initial Payment in full and has delivered to the City its "Request for 1st Exhibit Cycle Final Payment." In its "Request for 1st Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the Initial Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 1st Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

(b) The 2nd Exhibit Cycle Final Payment in the amount of THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS ($13,500.00), representing the remaining fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the 1st Exhibit Cycle Final Payment in full and has delivered to the City its "Request for 2nd Exhibit Cycle Final Payment." In its "Request for 2nd Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the 1st Exhibit Cycle Final Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 2nd Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

3. USE OF GRANT FUNDS

(a) Permitted Purposes. Arts Alpharetta may use the Grant Funds only for the purposes set forth in Section 1 of this Agreement, to wit: to procure and provide the services, labor, artwork/sculptures, materials, equipment, superintendence and other incidentals contemplated in this Agreement, including Exhibit "A" hereof, and as otherwise necessary to create, implement, perform and carry out the Project in a manner that is consistent with the Grant Purpose and the use of funds contemplated herein. Further, expenditures of the Grant Funds by Arts Alpharetta shall conform to the budget for the Project attached hereto and incorporated herein as **Exhibit "B"**.

(b) Capital Equipment. Arts Alpharetta shall not use the Grant Funds to purchase any kind of capital equipment.

(c) Deadlines. Except as extended by written permission of the City, the following deadlines will apply:

(1) Expenditure or Obligation. Arts Alpharetta must expend or contractually obligate the full amount of the Grant Funds in accordance with the timeframes set forth in Exhibit "A" and this Agreement. At the end of that time, the authority to expend unencumbered Grant Funds or to obligate them contractually will expire, and Arts Alpharetta must repay to the City, within fifteen (15) days, all Grant Funds paid to Arts Alpharetta that Arts Alpharetta has not spent or contractually obligated, unless the deadline is extended in writing by the City for good cause shown.

(2) Duty to Complete Expeditiously and Report. Arts Alpharetta will expeditiously implement the grant and will submit to the City, not less than once every four (4) months beginning from the date of this Agreement, detailed financial and status reports related to the Project. All uses and expenditures of Grant Funds pursuant to this Agreement shall be completed by the dates set forth in Exhibit "A", which in no event shall be any later than June 30, 2028 (the "Date of Completion"). Not more than fifteen (15) days after the Date of Completion, Arts Alpharetta will report to the City the status of Grant Funds expended or incurred and Arts Alpharetta return to the City any unspent Grant Funds, whether contractually obligated or not, unless the City consents in writing to a new deadline for good cause.

(d) Documenting Grant Purpose. To ensure that the expenditure of funds are being made in a manner that is consistent with the Grant Purpose, Arts Alpharetta shall maintain records detailing all uses and expenditures of the Grant Funds and provide the City with copies of such records upon request by the City.

(e) Additional Responsibilities and Obligations of Arts Alpharetta.

(1) Sculpture Selection. Arts Alpharetta shall be responsible for soliciting proposals for loaned sculptures to display in the exhibition and, in consultation with the City, selecting the sculptures that will be displayed in the exhibition. The final selection of sculptures by Arts Alpharetta shall be subject to the City's right to object to any proposed sculpture. Prior to making a final decision regarding the selection of a sculpture and entering into a binding agreement for the loan or purchase of such sculpture, Arts Alpharetta shall notify the City of its proposed selection and provide the City a ten (10) day period to review the proposed selection/sculpture. If the City notifies Arts Alpharetta of its disapproval of the proposed sculpture during said ten (10) day period, Arts Alpharetta shall not select the subject sculpture for the exhibition. Arts Alpharetta acknowledges and agrees that the City's public system of outdoor public art attractions, including outdoor visual works of art placed on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest ("City Property"), play an important role in defining the identity that the City projects to its

residents and the outside world and that the City has a substantial interest in selecting works of art that are appropriate for the place in question, based on aesthetics, history, local culture, and similar factors. Arts Alpharetta further acknowledges and agrees that such visual works of art convey and have the effect of conveying a government message and thus constitute government speech.

(2) *Site Selection*. Arts Alpharetta, in consultation with the City, shall be responsible for identifying and selecting the locations (within the area identified in Exhibit "A") at which the sculptures will be installed (referred to herein as the "Sites", or individually as a "Site"). The proposed Sites selected by Arts Alpharetta shall be subject to the City's final written approval, which may be withheld at its sole discretion.

(3) *Presentation of Selected Sculptures.* Arts Alpharetta shall present the proposed collection of sculptures curated and proposed for the current lease to Alpharetta Cultural Arts Commission for discussion and recommendation and presented for final approval for Alpharetta Mayor and City Council at their regularly scheduled meeting dates within the timeline for installation.

(4) *Signage*. Arts Alpharetta shall procure and install signage for the Project, subject to the City's approval of the proposed sign. No sign shall be installed without the City's prior written approval of same.

(5) *Required Terms of Agreements with Artists.* Arts Alpharetta shall incorporate the provisions attached hereto and incorporated herein as **Exhibit "C"** (as modified to conform to the subject agreement) and include such other terms and conditions as required by the City Attorney in any agreement with an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project.

(6) *Compliance with Laws*. Arts Alpharetta shall comply with all applicable federal, State, and City laws, statutes, ordinances, rules, regulations, and requirements in the performance of its obligations hereunder and any services related to the Project, including, but not limited to, all applicable copyright laws and other intellectual property laws.

4. TERM

This Agreement shall commence upon the Effective Date and continue for a 2-year term ending on June 30, 2028 as further set forth herein and in accordance with O.C.G.A. § 36-60-13, unless terminated earlier in accordance with other provisions of this Agreement or extended by mutual agreement of the parties. Arts Alpharetta shall complete the Project in accordance with the schedule set forth in Exhibit "A" or as otherwise mutually agreed to by the parties in writing. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Arts Alpharetta until fully paid for by the City.

5. ACCOUNTING; AUDIT RIGHTS

(a) Accounting. Arts Alpharetta will account for the Grant Funds and keep track of their application in such a way that their receipt, deposit, budgeting, contractual commitment,

expenditure, and uses may be determined and confirmed chronologically by auditors at all times. Arts Alpharetta shall also account for the Grant Funds in accordance with generally accepted accounting principles for nonprofit corporations and shall provide the City with any information and documents necessary to detail and support the accounting of such funds, including the actual expenditures, as determined by the City.

(b) Audit. The City shall retain authority to obtain and/or perform an audit of Arts Alpharetta in any manner related to this Grant. Further, Arts Alpharetta shall allow, obtain, and cooperate with any audit or investigation of Grant administration requested or undertaken by the City. Arts Alpharetta shall also provide to the City statements of expenditures and financial statements reasonably required by the City with respect to this Agreement and the Grant Funds.

(c) Records Retention. Arts Alpharetta will maintain all records required under this Agreement for at least three years after it has fully spent or returned to the City the amount of all Grant Funds.

(d) Written Contracts. Any external expenditure or obligation of Grant Funds by Arts Alpharetta must be under a contract and in writing.

(e) Certification. Arts Alpharetta must certify to the City that the Grant Funds were used solely for the purposes for which the grant was made. The certification must also include a final statement that expenditures made from the Grant Funds were in accordance with Exhibits "A" and "B" and the Grant Purpose. Arts Alpharetta must make the certification required above for each fiscal year in which Arts Alpharetta expends Grant Funds or after which Arts Alpharetta has an unexpended balance of Grant Funds.

(f) Survival. The obligations set forth in this Section and its subsections shall survive termination of this Agreement.

6. INSURANCE

(a) Insurance Generally. Unless (and then only to the extent) expressly waived in accordance with Subsection 6(f) below, Arts Alpharetta shall obtain and continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

(1) Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Arts Alpharetta is self-insured, Arts Alpharetta shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that Arts Alpharetta qualifies to pay its own workers' compensation claims.

(2) Comprehensive General Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of Arts Alpharetta. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Project. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(3) Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of Arts Alpharetta's owned, hired, and non-owned vehicles assigned to or used in performance of this Agreement. The policy shall contain a severability of interests provision. Such coverage must include all automotive equipment used in the performance of this Agreement, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance coverage must either extend to all of Arts Alpharetta's contractors or subcontractors performing services under this Agreement (if any) or Arts Alpharetta shall require such contractors or subcontractors to procure and maintain insurance covering each subcontractor and meeting the above criteria. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(4) Umbrella/Excess Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as the underlying Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees, and agents as additional insured parties.

(b) Requirements of Insurance.

(1) Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Arts Alpharetta.

(2) No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

(3) Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

(4) Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Agreement.

(5) Arts Alpharetta will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Arts Alpharetta waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. Neither Arts Alpharetta's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections nor the City's waiver of such requirements in accordance with Subsection 6(f) below shall limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Arts Alpharetta arising from performance or non-performance of this Agreement. Failure on the part of Arts Alpharetta to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement without advance notice.

(d) Insurance Certificates. Arts Alpharetta shall provide proof of such insurance to the City contemporaneously with the execution of this Agreement. Prior to the disbursement of Grant Funds, Arts Alpharetta shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Arts Alpharetta shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

(f) City's Waiver of Insurance Requirements. The parties do hereby expressly agree that the City, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Section and its subsections, such waiver to be made in writing, as an Addendum to this Agreement, signed by the City Risk Manager. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the City's Risk Manager taking into account the nature of the work and other factors relevant to the City's exposure, if any, under this Agreement. Any such waiver may be withdrawn, terminated, or modified by the Risk Manager, in whole or in part, so as to reinstate such obligation(s), effective upon the Risk Manager's execution of a further Addendum to this Agreement and the provision of written

notice of same to Arts Alpharetta. The foregoing provision shall supersede and control over any conflicting provision(s) of this Agreement.

(g) Contractor Insurance. Arts Alpharetta shall, in any contract for the installation or removal of sculptures or the performance of construction or other similar services on City Property in connection with the Project, require its contractor (of any tier) to carry statutory Workers' Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the same minimum amounts and providing the same or greater coverage as listed above for Arts Alpharetta. Arts Alpharetta shall further require such contractor to have its Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies endorsed to name Arts Alpharetta, the City and the City's elected officials, officers, employees, and agents as additional insureds. Arts Alpharetta shall require its contractor to furnish to the City certificates of insurance for all required insurance prior to contractor commencing any work under such contract. No waiver by the City's Risk Manager pursuant to Subsection 6(f) of this Agreement shall operate or be construed as a waiver of the requirements set forth in this Paragraph (g).

7. PROPERTY INSURANCE

(a) Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years) (duration of the exhibit is two years) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars ($50,000.00). Such coverage shall not apply during transit. The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, which shall not include any loss or damage incurred during transit, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. The amount payable by insurance secured in accordance with the foregoing provisions is agreed to be the sole and exclusive remedy available to artist for any physical loss or damage to the sculpture, and in no event will the City be liable to Arts Alpharetta or any artist for damages in excess of the amount of any insurance recovery from

the City's insurance policy, nor for any loss or damage due to causes excluded from coverage under such policy. Nothing in this Section shall be deemed to constitute a waiver of the City's sovereign immunity.

8. INDEMNIFICATION

(a) Arts Alpharetta shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to Arts Alpharetta's or its officers', agents', employees', contractors' or subcontractors' performance or non-performance of this Agreement, including, but not limited to, (a) any Claim arising out of or related to Arts Alpharetta's (or its officers', agents', employees', contractors' or subcontractors') failure to comply with any of the obligations contained herein, (b) any Claim for personal injury or property damage arising out of or related to any act or omission of Arts Alpharetta and/or Arts Alpharetta's agents, employees, contractors or subcontractors, (c) any Claim for infringement of patent, copyright, trademark, trade secret or other intellectual property or proprietary right, or (d) any Claim for infringement of an artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with Section 7 of this Agreement or to any Claim caused by the sole negligence or willful misconduct of the City. Nothing set forth in this Section shall be deemed to constitute a waiver of the City's sovereign immunity. Further, no provision of this Agreement shall be deemed to create rights in any third party or create any third- party beneficiaries (other than with respect to the provisions set forth in Section 7 hereof obligating the City to maintain property insurance insuring against risk of physical loss or damage to the sculpture for the benefit of the artist/owner of same).

9. TERMINATION; REMEDIES UPON DEFAULT

(a) Termination. This Agreement may be terminated by the City in the event Arts Alpharetta defaults in the observance or performance of any of its covenants or obligations under this Agreement. Prior to such termination, the City shall provide written notice of the default to Arts Alpharetta, and Arts Alpharetta shall have ten (10) days from the date of receipt of such notice to cure the default if such default is capable of being cured. If Arts Alpharetta fails to cure the default within said ten (10) day period, or if the default is not capable of being cured, the City may terminate this Agreement effective immediately upon the provision of written notice to Arts Alpharetta. The City may also terminate this Agreement for convenience at any time upon providing a written notice thereof at least thirty (30) days in advance of the termination date.

(b) Repayment of Grant Funds.

(1) *Unexpended Grant Funds.* Upon termination of this Agreement pursuant to this Section, all remaining and unexpended Grant Funds, whether contractually obligated or not, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(2) *Non-Compliance with Audit Requirements*. If Arts Alpharetta defaults on its obligation to comply with the certification and audit requirements set forth in Section 5 of this Agreement and fails to cure such default within ten (10) days of receipt of notice of same from the City, Arts Alpharetta shall be liable to the City for the repayment of all Grant Funds previously disbursed by the City under this Agreement. Upon such default and failure to cure, all Grant Funds disbursed to Arts Alpharetta under this Agreement, whether spent, unspent, or contractually obligated, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(3) *Non-Permitted Use.* Arts Alpharetta shall promptly repay the City the amount of any Grant Funds spent or contractually committed for purposes outside of the purposes set forth in Section 1 of this Agreement or otherwise spent or committed in violation of this Agreement, as determined in writing by the City, but in no event any later than ten (10) days following receipt of notice from the City of any such non-permitted expenditure or contractual commitment.

(4) *Survival*. The obligations set forth in this Section and its subsections shall survive termination of this Agreement. No termination of this Agreement shall relieve or discharge Arts Alpharetta from its liability for repayment of any portion of the Grant Funds required hereunder, and Arts Alpharetta's obligations with respect to repayment of the Grant Funds (or portion thereof) shall continue until all amounts due and owing to the City have been paid in full.

(c) Ineligibility for other Grants. Arts Alpharetta will not be eligible to receive any future grant from the City until the amount of Grant Funds required to be repaid to the City under this Agreement has been paid in full. Additionally, and notwithstanding the foregoing, Arts Alpharetta acknowledges and agrees that the City's early termination of this Agreement due to an event of default may, in the City's discretion, constitute sufficient grounds for denying or rejecting any subsequent proposal or application for a grant from the City.

(d) Interest. Any Grant Funds required to be repaid to the City by Arts Alpharetta must be repaid with interest at the average rate at which the Grant Funds would have earned interest if held by the City, as reasonably determined by the City's Finance Director, which shall accrue from the date of the City's disbursement of the Grant Funds to Arts Alpharetta; provided, however, any amounts which have not been paid by the due dates provided for herein shall accrue interest at an annual rate equal to the bank prime loan rate (as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15) plus three percent (3%) from the date the payment was due until the date the payment is made.

(e) Remedies Cumulative. The foregoing remedies are cumulative of one another and of all

other remedies at law or in equity which the City may have.

10. MISCELLANEOUS

(a) Compliance with Law – No Discrimination. In the performance of this Agreement, Arts Alpharetta shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975 (as amended), the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), and any other applicable law which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, age or disability. In the performance of this Agreement, Arts Alpharetta shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that its agents, contractors, and/or subcontractors comply with same.

(b) Compliance with Illegal Immigration Reform and Enforcement Act. Arts Alpharetta, if providing the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) under this Agreement, shall comply with the requirements of O.C.G.A. § 13-10-91.

(c) Relationship of Parties. Arts Alpharetta shall at all times be acting as an independent contractor of the City and shall not be deemed by virtue of this Agreement to have entered into any agency or employer/employee relationship, partnership, joint venture, or other relationship with the City other than as a contracting party and independent contractor. The City is not an agent or representative of Arts Alpharetta, and Arts Alpharetta is not an agent or representative of the City. Arts Alpharetta shall have no authority to contract for or bind the City in any manner. Arts Alpharetta shall be solely responsible for its services performed with respect to this Agreement.

(d) Notices. Any notice required or permitted under this Agreement shall be deemed to have been sufficiently given if hand delivered or sent by certified mail or statutory overnight delivery, return receipt requested, to the other party at the address set forth below:

If to Arts Alpharetta, at the following address:

Arts Alpharetta, Inc.
625 Varina Way
Alpharetta, GA 30022
Attn: Nancy J Murphy

If to the City, at the following address:

City of Alpharetta

Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers

With a copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Agreement, notice sent by certified mail or statutory overnight delivery shall be deemed given on the next business day following the day same was placed in the United States mail or with U.S.P.S. or a commercial delivery firm for overnight delivery. Notice may also be given to such other address/representative of a party as has been previously furnished, in writing, by such party for the receipt or giving of notice, with specific reference to this Agreement.

(e) Time is of the Essence. All limitations of time set forth in this Agreement are of the essence.

(f) No Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim or any similar right or claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(g) Counterparts. This Agreement 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 Agreement 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.

(h) Captions. The captions in this Agreement are for convenience and not for use in interpretation.

(i) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and Arts Alpharetta with respect to the matters contained herein, superseding all prior discussions, understandings, or agreements between the parties. No term or provision of this Agreement may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(k) Assignment. This Agreement may not be assigned by Arts Alpharetta without the prior written consent of the City.

(l) Governing Law and Venue. This Agreement is executed and shall be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any action arising out of this Agreement shall lie in the appropriate court of Fulton County, Georgia. This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

(m) No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental, or sovereign immunity afforded or available pursuant to Georgia law.

(n) Publicity Provision. Arts Alpharetta shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Arts Alpharetta agrees to give credit to the City in any advertising or other promotional modality regarding the exhibition, such credit to be given a manner approved by the City. Unless otherwise requested by the City, Arts Alpharetta further agrees to include the following statement (subject to any reasonable modifications requested or approved by the City) in all brochures, news releases, programs, publications, and other printed materials regarding the exhibition: "This project is funded by an arts grant from the City of Alpharetta, Georgia."

(o) Renewal; Annual Appropriation. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on the Effective Date and terminating at midnight on June 30, 2028 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to two (2) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Arts Alpharetta at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term (other than the third renewal term), this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated or no longer available such that the City cannot fulfill its obligations under this Agreement, which determination is at the City's sole discretion and shall be conclusive.

(p) Additional Terms of Arts Alpharetta. The City shall not be bound by any terms and conditions included in any invoice, catalog, brochure, data sheet, or other document provided by Arts Alpharetta which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(q) Presumptions and Interpretations. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

(r) Conflict of Interest. Arts Alpharetta warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Arts Alpharetta, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, contractor, individual or firm, other than a bona fide employee working solely for Arts Alpharetta, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement; provided however, this provision does not encompass Arts Alpharetta's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and recover the full amount of such fee, commission, percentage, gift, or consideration. Further, neither Arts Alpharetta nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of this Agreement.

(s) Survival. Any and all provisions of this Agreement creating obligations or requiring acts that extend beyond the term of this Agreement, including, without limitation, the indemnification provisions contained herein, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

Remainder of page intentionally left blank.

(Signature page to follow.)

IN WITNESS WHEREOF, the City and Arts Alpharetta have each caused this Agreement to be executed and delivered by a duly authorized officer, agent, or official as of the date first written above.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
City Attorney

ARTS ALPHARETTA, INC.

By: _____
Nancy Murphy, President

ATTEST:

By: _____
Erika Kenn, Corporate Secretary

EXHIBIT "A"

Description of Project – "Dazzle and Discord"

Dazzle and Discord will be a collection of sculptures that celebrate imagination, inspire visual delight, exciting yet unpredictable…generating a joyful but unexpected surprise us as we walk about town. Musically, discord is defined as an effect "to create tension, surprise, or a feeling of unease, but it can also be a pleasing effect." These sculptures will be selected to focus on the pleasing effect of discord.

This fifth phase of the Outdoor Art Exhibit or Open Air Exhibit, formerly known as Miscellany (first phase) and Omnium Gatherum (second phase), Medley (third phase) and RIFF (fourth Phase) will provide temporary outdoor sculptures to be placed in pre-selected sites in Brooke Street Park (City Hall Grounds) along Thompson Street development, Wills Park and additional Alpharetta Parks as indicated by City Staff.

Scope of Services

The following is a description of the services to be performed by Arts Alpharetta to carry out and complete the Project:

- Arts Alpharetta will recruit artist entries and create an appropriate application process for artists to submit entries;
- Arts Alpharetta will conduct and oversee the selection process for the artwork (sculptures);
- Arts Alpharetta will procure the loans of sculptures from artists, who will each be paid an honorarium for the loan of the sculpture at one of the two payment cycles, as follows: (i) the loan of sculptures provided under the 1st Payment Cycle at installation and the amount of the honorarium will be $3,000; and (ii) the loan of sculptures provided under the 2nd Payment Cycle at the end of the 2-year loan at de-installation and the amount of the honorarium will be $3,000.00.
- If not otherwise pre-selected, Arts Alpharetta will identify and select sites for placement of the sculptures in coordination with the City;
- Arts Alpharetta will provide for the installation and removal (de-installation) of the sculptures, including the construction or installation of concrete pads or other bases on which to place the sculptures, by a licensed contractor, and coordinate such installations and removals with the City and artists; and
- Arts Alpharetta will actively co-promote the event to the public.
- Arts Alpharetta will retain the services of an outside vendor with City Staff approval to install and deinstall the sculptures.
- Arts Alpharetta will be responsible for all costs and expenses associated with the foregoing services, including all fees for the loans of the sculptures and all costs and expenses for the installation/removal of the sculptures.

2026 – 2028 Exhibition Dates and Timeline

The exhibit will run in **one, two-year cycle:**

Beginning July 2026; installation (by appointment) begins starting in August 2026 and will run through June 2028; de-installation by appointment will begin June 2028.

Tentative Calendar

Exhibit Cycle

June 1, 2026	RFP issued
June 30, 2026	Final deadline to receive RFP submissions
July 1-9, 2026	Jury period
July 31, 2026	Artists notified via email after Cultural Arts Commission Meeting recommends the new exhibit to Mayor & City Council for final approval.
August 1-19, 2026	Delivery/Installation dates (by appointment with Arts Alpharetta exhibition coordinator)
August 2026 – June 2028	Exhibition Dates
June 2028	De-Installation dates (by week-day appointment with Arts Alpharetta)

EXHIBIT "B"

FY2026-FY2028 Public Art - Contract Outdoor-On-Loan Sculpture Exhibit – *DAZZLE AND DISCORD*

Ordinary Income/Expense		
Income		
43400 - Direct Public Support		
43403 - City Grant: Outdoor Art on Loan		$90,000
Total Income		**$90,000**
Expense		
60930 - Dues and Subscriptions	**see below	$0
62100 - Contract Services		
62115 - Payments to Artists		$61,000
62120 Call to Artists (CaFE)		$500
62150 Outside Contractors (jurors)		$500
Sub-total		**$62,000**
62800 - Facilities and Equipment		
62850 - Installation Services		$13,000
62860 - De-installation services		$9000
Sub-total		**$22,000**
6500 - Operations		
65060 - Office expenses	**see below	$0
65100 - Other types of expenses		
65105 - Marketing & Promotional (MailChimp and signage)		$4,500
65110 - Center Promotional Events		
65115 - Promotional Events (music)	**see below	$0
65110 - Center Promo Events - other	**see below	$0
65120 - Insurance - Liability D and O		$1,500
Sub-total		**$6,000**
Reserve		
Additional Sculptures, Rental/Purchase, Unanticipated		
TOTAL		**$90,000**

EXHIBIT "C"

The following terms and conditions shall be included in any agreement between Arts Alpharetta and an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project:

A. Representations and Warranties. Artist represents and warrants that:

(1) Artist is the sole author and owner of the sculpture and the sole owner of any and all copyrights and other intellectual rights pertaining to the sculpture;

(2) The sculpture is free and clear of any lien, encumbrance, security interest or other claim, of whatever nature, including, but not limited to, any claim or dispute related to the intellectual property rights in the sculpture or parts thereof;

(3) The sculpture will not pose a danger to public property, health, or safety in view of the possibility of misuse, if such misuse was reasonably foreseeable;

(4) Foreseeable exposure to the elements and general wear and tear will not cause the sculpture to experience more than nominal damage or to fall below an acceptable standard of public display or safety;

(5) Minor maintenance of this sculpture will maintain the sculpture within an acceptable standard of public display during the term of the loan;

(6) The installation and removal of the sculpture will not unacceptably damage or alter the sculpture;

(7) Artist shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery of the sculpture;

(8) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted to City;

(9) The sculpture will be free from defective or inferior materials and workmanship, including any defects consisting of inherent vice, or qualities that cause or accelerate deterioration of the sculpture; and

(10) The sculpture and the materials used in same are not currently known to pose a danger or be harmful to public health and safety.

Artist acknowledges that the foregoing representations and warranties will be relied upon by the City and are being made and given in connection with and for purpose of the City approving the placement of the sculpture on or within City greenway, public rights-of-way, parks, or any other property owned or leased by the City or in which the City holds a property interest ("City Property").

B. Removal of Sculpture. Artist acknowledges and agrees that the City is not responsible for the maintenance or repair of the sculpture during the term of the loan. Artist expressly authorizes the City and Arts Alpharetta, and their respective agents, contractors, or subcontractors, to install the sculpture following its delivery to City Property and to remove the sculpture within a reasonable time following the completion of the exhibition, acknowledging that only routine precautions will be taken to minimize alteration of the sculpture during installation and removal. If efforts to return the sculpture to Arts Alpharetta or the artist within a reasonable period following the completion of the exhibition are unsuccessful, then the sculpture will be removed, stored, and maintained by the City at the artist's or owner's expense for a maximum of two (2) years. If the sculpture has not been claimed by the artist within one (1) year, then in consideration of the City's storage of the sculpture, the artist or owner shall be deemed to have made the sculpture an unrestricted gift to the City. Notwithstanding any other provision to the contrary, artist acknowledges that the City has sole discretion as to whether, how long, and where a sculpture will be exhibited on City Property. Nothing shall preclude any right of the City to: (a) move the sculpture to a different site; (b) temporarily store the sculpture; or (c) remove the sculpture from public display prior to the termination of the exhibition. Without limiting the City's rights provided hereunder, should disaster, accident, emergency, or any other condition render the continued presence of the sculpture or structure to which it is affixed a hazard, the City shall have the right to remove the sculpture as to alleviate the hazardous situation without making prior notification to the artist or obtaining the artist's consent.

(1) VARA Waiver. With respect to the sculpture, artist waives any and all claims, arising at any time and under any circumstances, against the City, its officers, agents, employees, successors and assigns under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art, including any claim arising out of or related to the alteration of the sculpture. Notwithstanding the foregoing, if the City alters the sculpture or work of art without the artist's prior consent in a manner that is prejudicial to the artist's reputation, the artist retains the right to disclaim authorship of the work of art in accordance with 17 U.S.C. §106A(a)(2). Artist acknowledges and agrees that the City has no obligation to pursue claims against third parties to remedy or prevent any alteration of the sculpture. As used herein, to "alter" means, with respect to the sculpture, to repair, modify, remove, relocate, allow to deteriorate, dispose of, distort, mutilate, deface, or destroy, and "alteration" means the alteration, repair, modification, removal, relocation, deterioration, disposal, distortion, mutilation, defacement, or destruction of the sculpture.

C. City's Intellectual Property License. Artist hereby grants to the City, including the City's agents, authorized contractors, and assigns, and to Arts Alpharetta an unlimited, non- exclusive and irrevocable license to do the following with respect to the sculpture:

(1) Use and Display. The City may use and display the sculpture for the term of the loan.

(2) Reproduction and Distribution. The City may make and distribute, and authorize the making, display, and distribution of, photographs and other two-dimensional reproductions of the sculpture in connection with any City-related purpose, including advertising and promotion, such as on or in educational and promotional materials, brochures, books, flyers, postcards,

print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Such reproductions of the sculpture created by the City shall contain a credit to the artist.

(3) Third Party Infringement. The City is not responsible for any third-party infringement of any copyright to the sculpture held by the artist, nor is the City responsible for protecting the intellectual property rights of the artist.

(4) Filming of Sculpture. The artist understands and acknowledges that the City, pursuant to applicable local laws, regulations, and policies, often issues film permits to persons and entities wishing to film in the City of Alpharetta, whether still, motion picture, or otherwise. Notwithstanding any other provision to the contrary, the artist recognizes and permits the City to issue such permits to persons and entities, to include the sculpture and surrounding site, and the artist holds the City harmless, therefore. The artist will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the sculpture.

D. Property Insurance. Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years from installation date) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars ($50,000.00). The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. In the event of any physical loss or damage to the sculpture or any alteration of the sculpture by the City without the artist's consent, the artist's sole and exclusive remedies shall be limited to the amount payable by insurance secured by the City in accordance with the foregoing provisions and the exercise of artist's right to disclaim authorship of the sculpture in accordance with 17 U.S.C. §106A(a)(2), and in no event will the City be liable to artist for any damages in excess of the amount of any insurance recovery from the City's insurance policy or for any loss or damage due to causes excluded from coverage under such policy. Artist further agrees that in no event will the City be liable to artist for any special, incidental, punitive, indirect, or consequential damages, including, without limitation, loss of profits or lost business. The foregoing limitation of liability shall apply regardless of the

cause of action under which such damages are sought.

Indemnification. Artist shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to the artist's or its officers', agents', employees' or subcontractors' performance or non- performance of the services required hereunder or failure to comply with any of the obligations contained herein, including, but not limited to, (a) any Claim for personal injury or property damage caused, directly or indirectly, by any act or omission of artist and/or artist's agents, employees, or subcontractors, (b) any Claim for infringement of patent, copyright, trademark, trade secret or other proprietary right, or (c) any Claim for infringement of artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with the preceding Section or to any Claim caused by the sole negligence or willful misconduct of the City.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

THE CITY OF
ALPHARETTA
GEORGIA

2 PARK PLAZA
ALPHARETTA, GA 30009

CITY OF ALPHARETTA GRANT AGREEMENT WITH ARTS ALPHARETTA, INC. FOR THE CREATION AND IMPLEMENTATION OF THE FY2024-2025 BI-YEARLY OUTDOOR SCULPTURE EXHIBIT / ART ON-LOAN PROJECT

THIS AGREEMENT is made and effective as of August 1, 2024 (the "Effective Date"), by and between the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and **ARTS ALPHARETTA, INC.**, a Georgia nonprofit corporation, with its principal office located at 625 Varina Way, Alpharetta, Georgia 30022 ("Arts Alpharetta").

BACKGROUND

WHEREAS, the Charter of the City of Alpharetta authorizes the City to exercise and perform all functions necessary or desirable to promote the general welfare of the City of Alpharetta and its inhabitants; and

WHEREAS, the City Council has approved the funding of a public art initiative to create an outdoor sculpture exhibit / art on loan project, the intended purpose of which is to further goals and policies set forth in the City's Comprehensive Plan and Downtown Master Plan and other interests of the City, including: to foster community pride; to improve the visual attractiveness of public spaces; to provide for the incorporation and connectivity of small scale outdoor spaces, green spaces, open spaces and other public spaces as a system of public art attractions; to encourage public interaction with public places via the placement of works of art; to promote art attractions to residents, tourists and visitors and thereby promote and stimulate business and economic development in the City; and to provide for the opportunity and ability to appreciate art and expand cultural opportunities throughout the community (the "Grant Purpose"); and

WHEREAS, Arts Alpharetta is a Georgia non-profit corporation based in Alpharetta and is exempt from income tax under IRC §501(c)(3); and

WHEREAS, Arts Alpharetta and the City are mutually interested in and concerned with providing and making available an outdoor sculpture exhibit / art on loan program for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta originally presented a proposal to the City Council on October 23, 2017, providing for the creation and implementation of an outdoor sculpture exhibit / art on loan project, a temporary exhibition titled "Miscellany: Open Air Art Exhibit" (referred to herein as the "Initial Exhibition"), as part of the City outdoor sculpture exhibit / art on loan program, and the City subsequently awarded an arts grant to Arts Alpharetta in Fiscal Year 2018 to fund said project (the "FY 2018 Grant"); and

WHEREAS, Arts Alpharetta managed said FY 2018 Grant project and expended the FY 2018 Grant funds in a manner consistent with the FY 2018 Grant purpose, and Arts Alpharetta and the

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta submitted a proposal to the City Council on or about April 22, 2019, providing for the creation and implementation of a second project for the outdoor public art on loan project, a temporary exhibition titled "Omnium Gatherum," and the City subsequently awarded an arts grant to Arts Alpharetta in Fiscal Year 2019 to fund said project (the "FY 2019 Grant"); and

WHEREAS, Arts Alpharetta managed said FY 2019 Grant project and expended the FY 2019 Grant funds in a manner consistent with the FY 2019 Grant purpose, and Arts Alpharetta and the City desire to continue to provide and make available an outdoor public art on loan project for the benefit of the citizens of the City of Alpharetta; and

WHEREAS, Arts Alpharetta submitted a proposal to the City, which was presented to the City Council on _____, 2024, providing for the creation and implementation of a third project for the outdoor sculpture exhibit / art on loan project, a temporary exhibition titled "*RIFF*," and the City subsequently awarded an arts grant to Arts Alpharetta in FY 2024 and FY 2025 to fund said project (the "FY2024 – FY2025 Grant"); and said proposal as subsequently modified by mutual agreement of the parties is referred to herein as the "Proposal"; and

WHEREAS, the City desires to continue to fund the outdoor public sculpture on loan project described in the Proposal, a temporary exhibition titled "Riff" (the "Project"), and Arts Alpharetta is willing and able to perform the Project and is authorized to expend such funds for the purpose of performing the Project in a manner consistent with the Grant Purpose; and

WHEREAS, the City Council has approved the award of the FY2024-2025 arts grant to Arts Alpharetta for the purposes and in the amount described herein.

NOW THEREFORE, the City and Arts Alpharetta hereby agree to the following:

1. GRANT ACCEPTANCE AND SCOPE OF SERVICES

The City hereby awards a grant in the amount of NINETY THOUSAND DOLLARS ($90,000.00-funding combined from FY2024 $45,000.00 and FY2025 $45,000.00) (the "Grant Funds") to Arts Alpharetta for the purpose of managing the Project within the City of Alpharetta in a manner that is consistent with the Grant Purpose. Arts Alpharetta hereby accepts said grant under the terms and conditions of this Agreement and agrees to utilize the funds from this grant to perform and carry out in full the Project in a manner that is consistent with the Grant Purpose. The Project and the scope of services to be performed by Arts Alpharetta are further described and identified in **Exhibit "A"** attached hereto and incorporated herein by this reference.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

THE CITY OF
ALPHARETTA
GEORGIA

2 PARK PLAZA
ALPHARETTA, GA 30009

2. DISBURSEMENT OF GRANT FUNDS

Within fourteen (14) days of execution of this Agreement by both parties, the City shall deliver to Arts Alpharetta a check in the amount of FORTY-FIVE THOUSAND DOLLARS ($45,000.00), as an initial, partial payment ("Initial Payment") of the Grant Funds, representing fifty percent (50%) of the Grant Funds. City will disburse the balance ("Final Payments") of the Grant Funds by tendering a check to Arts Alpharetta as follows:

(a) The 1st Exhibit Cycle Final Payment in the amount of THIRTY-ONE THOUSAND AND FIVE HUNDRED DOLLARS ($31,500.00), representing thirty-five percent (35%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the Initial Payment in full and has delivered to the City its "Request for 1st Exhibit Cycle Final Payment." In its "Request for 1st Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the Initial Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 1st Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

(b) The 2nd Exhibit Cycle Final Payment in the amount of THIRTEEN THOUSAND AND FIVE HUNDRED DOLLARS ($13,500.00), representing the remaining fifteen percent (15%) of the Grant Funds, will be disbursed once Arts Alpharetta has spent or contractually obligated the 1st Exhibit Cycle Final Payment in full and has delivered to the City its "Request for 2nd Exhibit Cycle Final Payment." In its "Request for 2nd Exhibit Cycle Final Payment," Arts Alpharetta shall certify that this Agreement is being implemented in compliance with its terms, that the 1st Exhibit Cycle Final Payment previously paid to Arts Alpharetta under this Agreement has been spent or contractually obligated in accordance with this Agreement, and that Arts Alpharetta is prepared to spend or contractually obligate the 2nd Exhibit Cycle Final Payment expeditiously in accordance with this Agreement. The certification shall be signed by an authorized representative of Arts Alpharetta and notarized.

3. USE OF GRANT FUNDS

(a) Permitted Purposes. Arts Alpharetta may use the Grant Funds only for the purposes set forth in Section 1 of this Agreement, to wit: to procure and provide the services, labor, artwork/sculptures, materials, equipment, superintendence and other incidentals contemplated in this Agreement, including Exhibit "A" hereof, and as otherwise necessary to create, implement, perform and carry out the Project in a manner that is consistent with the Grant Purpose and the use of funds contemplated herein. Further, expenditures of the Grant Funds by Arts Alpharetta shall conform to the budget for the Project attached hereto and incorporated herein as **Exhibit "B"**.

(b) Capital Equipment. Arts Alpharetta shall not use the Grant Funds to purchase any kind of capital equipment.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

(c) Deadlines. Except as extended by written permission of the City, the following deadlines will apply:

(1) Expenditure or Obligation. Arts Alpharetta must expend or contractually obligate the full amount of the Grant Funds in accordance with the timeframes set forth in Exhibit "A" and this Agreement. At the end of that time, the authority to expend unencumbered Grant Funds or to obligate them contractually will expire, and Arts Alpharetta must repay to the City, within fifteen (15) days, all Grant Funds paid to Arts Alpharetta that Arts Alpharetta has not spent or contractually obligated, unless the deadline is extended in writing by the City for good cause shown.

(2) Duty to Complete Expeditiously and Report. Arts Alpharetta will expeditiously implement the grant and will submit to the City, not less than once every four (4) months beginning from the date of this Agreement, detailed financial and status reports related to the Project. All uses and expenditures of Grant Funds pursuant to this Agreement shall be completed by the dates set forth in Exhibit "A", which in no event shall be any later than **June 30, 2026** (the "Date of Completion"). Not more than fifteen (15) days after the Date of Completion, Arts Alpharetta will report to the City the status of Grant Funds expended or incurred and Arts Alpharetta return to the City any unspent Grant Funds, whether contractually obligated or not, unless the City consents in writing to a new deadline for good cause.

(d) Documenting Grant Purpose. To ensure that the expenditure of funds are being made in a manner that is consistent with the Grant Purpose, Arts Alpharetta shall maintain records detailing all uses and expenditures of the Grant Funds and provide the City with copies of such records upon request by the City.

(e) Additional Responsibilities and Obligations of Arts Alpharetta.

(1) Sculpture Selection. Arts Alpharetta shall be responsible for soliciting proposals for loaned sculptures to display in the exhibition and, in consultation with the City, selecting the sculptures that will be displayed in the exhibition. The final selection of sculptures by Arts Alpharetta shall be subject to the City's right to object to any proposed sculpture. Prior to making a final decision regarding the selection of a sculpture and entering into a binding agreement for the loan or purchase of such sculpture, Arts Alpharetta shall notify the City of its proposed selection and provide the City a ten (10) day period to review the proposed selection/sculpture. If the City notifies Arts Alpharetta of its disapproval of the proposed sculpture during said ten (10) day period, Arts Alpharetta shall not select the subject sculpture for the exhibition. Arts Alpharetta acknowledges and agrees that the City's public system of outdoor public art attractions, including outdoor visual works of art placed on or within City greenway, public rights-of-way, parks or any other property owned or leased by the City or in which the City holds a property interest ("City Property"), play an important role in defining the identity that the City projects to its

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

residents and the outside world and that the City has a substantial interest in selecting works of art that are appropriate for the place in question, based on aesthetics, history, local culture, and similar factors. Arts Alpharetta further acknowledges and agrees that such visual works of art convey and have the effect of conveying a government message and thus constitute government speech.

(2) *Site Selection.* Arts Alpharetta, in consultation with the City, shall be responsible for identifying and selecting the locations (within the area identified in Exhibit "A") at which the sculptures will be installed (referred to herein as the "Sites", or individually as a "Site"). The proposed Sites selected by Arts Alpharetta shall be subject to the City's final written approval, which may be withheld at its sole discretion.

(3) *Presentation of Selected Sculptures.* Arts Alpharetta shall present the proposed collection of sculptures curated and proposed for the current lease to Alpharetta Cultural Arts Commission for discussion and final approval at their regularly scheduled meeting dates within the timeline for installation.

(4) *Signage.* Arts Alpharetta shall procure and install signage for the Project, subject to the City's approval of the proposed sign. No sign shall be installed without the City's prior written approval of same.

(5) *Required Terms of Agreements with Artists.* Arts Alpharetta shall incorporate the provisions attached hereto and incorporated herein as **Exhibit "C"** (as modified to conform to the subject agreement) and include such other terms and conditions as required by the City Attorney in any agreement with an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project.

(6) *Compliance with Laws.* Arts Alpharetta shall comply with all applicable federal, State, and City laws, statutes, ordinances, rules, regulations, and requirements in the performance of its obligations hereunder and any services related to the Project, including, but not limited to, all applicable copyright laws and other intellectual property laws.

4. TERM

This Agreement shall commence upon the Effective Date and continue for a 2-year term ending on **June 30, 2026** as further set forth herein and in accordance with O.C.G.A. § 36-60-13, unless terminated earlier in accordance with other provisions of this Agreement or extended by mutual agreement of the parties. The Agreement term shall end absolutely and without further obligation of the City at the close of the Fiscal Year, June 30th, and shall automatically renew at the beginning of the next Fiscal Year, July 1st. Arts Alpharetta shall complete the Project in accordance with the schedule set forth in Exhibit "A" or as otherwise mutually agreed to by the parties in writing. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Arts Alpharetta until fully paid for by the City.

5. ACCOUNTING; AUDIT RIGHTS

(a) Accounting. Arts Alpharetta will account for the Grant Funds and keep track of their

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

application in such a way that their receipt, deposit, budgeting, contractual commitment, expenditure, and uses may be determined and confirmed chronologically by auditors at all times. Arts Alpharetta shall also account for the Grant Funds in accordance with generally accepted accounting principles for nonprofit corporations and shall provide the City with any information and documents necessary to detail and support the accounting of such funds, including the actual expenditures, as determined by the City.

(b) Audit. The City shall retain authority to obtain and/or perform an audit of Arts Alpharetta in any manner related to this Grant. Further, Arts Alpharetta shall allow, obtain, and cooperate with any audit or investigation of Grant administration requested or undertaken by the City. Arts Alpharetta shall also provide to the City statements of expenditures and financial statements reasonably required by the City with respect to this Agreement and the Grant Funds.

(c) Records Retention. Arts Alpharetta will maintain all records required under this Agreement for at least three years after it has fully spent or returned to the City the amount of all Grant Funds.

(d) Written Contracts. Any external expenditure or obligation of Grant Funds by Arts Alpharetta must be under a contract and in writing.

(e) Certification. Arts Alpharetta must certify to the City that the Grant Funds were used solely for the purposes for which the grant was made. The certification must also include a final statement that expenditures made from the Grant Funds were in accordance with Exhibits "A" and "B" and the Grant Purpose. Arts Alpharetta must make the certification required above for each fiscal year in which Arts Alpharetta expends Grant Funds or after which Arts Alpharetta has an unexpended balance of Grant Funds.

(f) Survival. The obligations set forth in this Section and its subsections shall survive termination of this Agreement.

6. INSURANCE

(a) Insurance Generally. Unless (and then only to the extent) expressly waived in accordance with Subsection 6(f) below, Arts Alpharetta shall obtain and continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

(1) Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Arts Alpharetta is self-insured, Arts Alpharetta shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that Arts Alpharetta qualifies to pay its own workers' compensation claims.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

(2) *Comprehensive General Liability Insurance* with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of Arts Alpharetta. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Project. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(3) *Comprehensive Automobile Liability Insurance* with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of Arts Alpharetta's owned, hired, and non-owned vehicles assigned to or used in performance of this Agreement. The policy shall contain a severability of interests provision. Such coverage must include all automotive equipment used in the performance of this Agreement, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance coverage must either extend to all of Arts Alpharetta's contractors or subcontractors performing services under this Agreement (if any) or Arts Alpharetta shall require such contractors or subcontractors to procure and maintain insurance covering each subcontractor and meeting the above criteria. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(4) *Umbrella/Excess Liability Insurance* with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy described above. Such policy shall be no more restrictive and provide the same or greater coverage as the underlying Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees, and agents as additional insured parties.

(b) Requirements of Insurance.

(1) Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Arts Alpharetta.

(2) No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

(3) Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

(4) Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Agreement.

(5) Arts Alpharetta will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Arts Alpharetta waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. Neither Arts Alpharetta's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections nor the City's waiver of such requirements in accordance with Subsection 6(f) below shall limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of Arts Alpharetta arising from performance or non-performance of this Agreement. Failure on the part of Arts Alpharetta to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement without advance notice.

(d) Insurance Certificates. Arts Alpharetta shall provide proof of such insurance to the City contemporaneously with the execution of this Agreement. Prior to the disbursement of Grant Funds, Arts Alpharetta shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Arts Alpharetta shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

(f) City's Waiver of Insurance Requirements. The parties do hereby expressly agree that the City, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Section and its subsections, such waiver to be made in writing, as an Addendum to this Agreement, signed by the City Risk Manager. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by the City's Risk Manager taking into account the nature of the work and other factors relevant to the City's exposure, if any, under this Agreement. Any such waiver may be withdrawn, terminated, or modified by the Risk Manager, in whole or in part, so as to reinstate such obligation(s), effective upon the Risk

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

Manager's execution of a further Addendum to this Agreement and the provision of written notice of same to Arts Alpharetta. The foregoing provision shall supersede and control over any conflicting provision(s) of this Agreement.

(g) Contractor Insurance. Arts Alpharetta shall, in any contract for the installation or removal of sculptures or the performance of construction or other similar services on City Property in connection with the Project, require its contractor (of any tier) to carry statutory Workers' Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the same minimum amounts and providing the same or greater coverage as listed above for Arts Alpharetta. Arts Alpharetta shall further require such contractor to have its Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies endorsed to name Arts Alpharetta, the City and the City's elected officials, officers, employees, and agents as additional insureds. Arts Alpharetta shall require its contractor to furnish to the City certificates of insurance for all required insurance prior to contractor commencing any work under such contract. No waiver by the City's Risk Manager pursuant to Subsection 6(f) of this Agreement shall operate or be construed as a waiver of the requirements set forth in this Paragraph (g).

7. PROPERTY INSURANCE

(a) Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years) (duration of the exhibit is two years) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars ($50,000.00). Such coverage shall not apply during transit. The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, which shall not include any loss or damage incurred during transit, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. The amount payable by insurance secured in accordance with the foregoing provisions is agreed to be the sole and exclusive remedy available to artist for any physical loss or damage to the sculpture, and in no event will the City be liable to Arts

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

Alpharetta or any artist for damages in excess of the amount of any insurance recovery from the City's insurance policy, nor for any loss or damage due to causes excluded from coverage under such policy. Nothing in this Section shall be deemed to constitute a waiver of the City's sovereign immunity.

8. INDEMNIFICATION

(a) Arts Alpharetta shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to Arts Alpharetta's or its officers', agents', employees', contractors' or subcontractors' performance or non-performance of this Agreement, including, but not limited to, (a) any Claim arising out of or related to Arts Alpharetta's (or its officers', agents', employees', contractors' or subcontractors') failure to comply with any of the obligations contained herein, (b) any Claim for personal injury or property damage arising out of or related to any act or omission of Arts Alpharetta and/or Arts Alpharetta's agents, employees, contractors or subcontractors, (c) any Claim for infringement of patent, copyright, trademark, trade secret or other intellectual property or proprietary right, or (d) any Claim for infringement of an artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with Section 7 of this Agreement or to any Claim caused by the sole negligence or willful misconduct of the City. Nothing set forth in this Section shall be deemed to constitute a waiver of the City's sovereign immunity. Further, no provision of this Agreement shall be deemed to create rights in any third party or create any third- party beneficiaries (other than with respect to the provisions set forth in Section 7 hereof obligating the City to maintain property insurance insuring against risk of physical loss or damage to the sculpture for the benefit of the artist/owner of same).

9. TERMINATION; REMEDIES UPON DEFAULT

(a) Termination. This Agreement may be terminated by the City in the event Arts Alpharetta defaults in the observance or performance of any of its covenants or obligations under this Agreement. Prior to such termination, the City shall provide written notice of the default to Arts Alpharetta, and Arts Alpharetta shall have ten (10) days from the date of receipt of such notice to cure the default if such default is capable of being cured. If Arts Alpharetta fails to cure the default within said ten (10) day period, or if the default is not capable of being cured, the City may terminate this Agreement effective immediately upon the provision of written notice to Arts Alpharetta. The City may also terminate this Agreement for convenience at any time upon providing a written notice thereof at least thirty (30) days in advance of the termination date.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

(b) Repayment of Grant Funds.

(1) Unexpended Grant Funds. Upon termination of this Agreement pursuant to this Section, all remaining and unexpended Grant Funds, whether contractually obligated or not, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(2) Non-Compliance with Audit Requirements. If Arts Alpharetta defaults on its obligation to comply with the certification and audit requirements set forth in Section 5 of this Agreement and fails to cure such default within ten (10) days of receipt of notice of same from the City, Arts Alpharetta shall be liable to the City for the repayment of all Grant Funds previously disbursed by the City under this Agreement. Upon such default and failure to cure, all Grant Funds disbursed to Arts Alpharetta under this Agreement, whether spent, unspent, or contractually obligated, shall be immediately due and payable to the City by Arts Alpharetta without further demand or notice.

(3) Non-Permitted Use. Arts Alpharetta shall promptly repay the City the amount of any Grant Funds spent or contractually committed for purposes outside of the purposes set forth in Section 1 of this Agreement or otherwise spent or committed in violation of this Agreement, as determined in writing by the City, but in no event any later than ten (10) days following receipt of notice from the City of any such non-permitted expenditure or contractual commitment.

(4) Survival. The obligations set forth in this Section and its subsections shall survive termination of this Agreement. No termination of this Agreement shall relieve or discharge Arts Alpharetta from its liability for repayment of any portion of the Grant Funds required hereunder, and Arts Alpharetta's obligations with respect to repayment of the Grant Funds (or portion thereof) shall continue until all amounts due and owing to the City have been paid in full.

(c) Ineligibility for other Grants. Arts Alpharetta will not be eligible to receive any future grant from the City until the amount of Grant Funds required to be repaid to the City under this Agreement has been paid in full. Additionally, and notwithstanding the foregoing, Arts Alpharetta acknowledges and agrees that the City's early termination of this Agreement due to an event of default may, in the City's discretion, constitute sufficient grounds for denying or rejecting any subsequent proposal or application for a grant from the City.

(d) Interest. Any Grant Funds required to be repaid to the City by Arts Alpharetta must be repaid with interest at the average rate at which the Grant Funds would have earned interest if held by the City, as reasonably determined by the City's Finance Director, which shall accrue from the date of the City's disbursement of the Grant Funds to Arts Alpharetta; provided, however, any amounts which have not been paid by the due dates provided for herein shall accrue interest at an annual rate equal to the bank prime loan rate (as posted by the Board of Governors of the Federal Reserve System in statistical release H. 15) plus three percent (3%) from the date the payment was due until the date the payment is made.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

(e) Remedies Cumulative. The foregoing remedies are cumulative of one another and of all other remedies at law or in equity which the City may have.

10. MISCELLANEOUS

(a) Compliance with Law – No Discrimination. In the performance of this Agreement, Arts Alpharetta shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975 (as amended), the Americans with Disabilities Act of 1990 (as amended), Section 504 of the Rehabilitation Act of 1973 (as amended), and any other applicable law which prohibits discrimination on the ground of race, color, religion, sex, age, national origin, age or disability. In the performance of this Agreement, Arts Alpharetta shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that its agents, contractors, and/or subcontractors comply with same.

(b) Compliance with Illegal Immigration Reform and Enforcement Act. Arts Alpharetta, if providing the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) under this Agreement, shall comply with the requirements of O.C.G.A. § 13-10-91.

(c) Relationship of Parties. Arts Alpharetta shall at all times be acting as an independent contractor of the City and shall not be deemed by virtue of this Agreement to have entered into any agency or employer/employee relationship, partnership, joint venture, or other relationship with the City other than as a contracting party and independent contractor. The City is not an agent or representative of Arts Alpharetta, and Arts Alpharetta is not an agent or representative of the City. Arts Alpharetta shall have no authority to contract for or bind the City in any manner. Arts Alpharetta shall be solely responsible for its services performed with respect to this Agreement.

(d) Notices. Any notice required or permitted under this Agreement shall be deemed to have been sufficiently given if hand delivered or sent by certified mail or statutory overnight delivery, return receipt requested, to the other party at the address set forth below:

If to Arts Alpharetta, at the following address:

Arts Alpharetta, Inc.
625 Varina Way
Alpharetta, GA 30022
Attn: Nancy J Murphy

If to the City, at the following address:

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers

With a copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Agreement, notice sent by certified mail or statutory overnight delivery shall be deemed given on the next business day following the day same was placed in the United States mail or with U.S.P.S. or a commercial delivery firm for overnight delivery. Notice may also be given to such other address/representative of a party as has been previously furnished, in writing, by such party for the receipt or giving of notice, with specific reference to this Agreement.

(e) Time is of the Essence. All limitations of time set forth in this Agreement are of the essence.

(f) No Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim or any similar right or claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(g) Counterparts. This Agreement 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 Agreement 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.

(h) Captions. The captions in this Agreement are for convenience and not for use in interpretation.

(i) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement.

(j) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and Arts Alpharetta with respect to the matters contained herein, superseding all prior discussions, understandings, or agreements between the parties. No term or provision of this Agreement may be amended, waived, supplemented, modified, or terminated except by an

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(k) Assignment. This Agreement may not be assigned by Arts Alpharetta without the prior written consent of the City.

(l) Governing Law and Venue. This Agreement is executed and shall be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any action arising out of this Agreement shall lie in the appropriate court of Fulton County, Georgia. This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

(m) No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental, or sovereign immunity afforded or available pursuant to Georgia law.

(n) Publicity Provision. Arts Alpharetta shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Arts Alpharetta agrees to give credit to the City in any advertising or other promotional modality regarding the exhibition, such credit to be given a manner approved by the City. Unless otherwise requested by the City, Arts Alpharetta further agrees to include the following statement (subject to any reasonable modifications requested or approved by the City) in all brochures, news releases, programs, publications, and other printed materials regarding the exhibition: "This project is funded by an arts grant from the City of Alpharetta, Georgia."

(o) Renewal; Annual Appropriation. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement shall be effective for a term commencing on the Effective Date and terminating at midnight on June 30, 2024 (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement shall be automatically renewed for up to two (2) successive one (1) year terms (each one-year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Arts Alpharetta at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term (other than the third renewal term), this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Notwithstanding any other provision of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

or no longer available such that the City cannot fulfill its obligations under this Agreement, which determination is at the City's sole discretion and shall be conclusive.

(p) Additional Terms of Arts Alpharetta. The City shall not be bound by any terms and conditions included in any invoice, catalog, brochure, data sheet, or other document provided by Arts Alpharetta which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(q) Presumptions and Interpretations. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Agreement.

(r) Conflict of Interest. Arts Alpharetta warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Arts Alpharetta, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, contractor, individual or firm, other than a bona fide employee working solely for Arts Alpharetta, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement; provided however, this provision does not encompass Arts Alpharetta's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and recover the full amount of such fee, commission, percentage, gift, or consideration. Further, neither Arts Alpharetta nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of this Agreement.

(s) Survival. Any and all provisions of this Agreement creating obligations or requiring acts that extend beyond the term of this Agreement, including, without limitation, the indemnification provisions contained herein, shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

Remainder of page intentionally left blank.

(Signature page to follow.)

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

THE CITY OF
ALPHARETTA
GEORGIA

2 PARK PLAZA
ALPHARETTA, GA 30009

IN WITNESS WHEREOF, the City and Arts Alpharetta have each caused this Agreement to be executed and delivered by a duly authorized officer, agent, or official as of the date first written above.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO CONTENT:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
City Attorney

ARTS ALPHARETTA, INC.

DocuSigned by:
By: Nancy Murphy 4/25/2024
C8A35858C6B4469...
Nancy Murphy, President

ATTEST:

DocuSigned by:
By: Laurel Bell 4/27/2024
E1B1F986EDBF4AE...
Board Member

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

EXHIBIT "A"

Description of Project – "RIFF: Open-Air Art Exhibit"

RIFF, meaning a repeated phrase in music, free-styling, and an individual artistic expression often described as freelance, whimsical, unique emotion. *RIFF* is an acronym for Representing Inspiration in Free Form and presents a tone of independence yet within the theme - more complimentary than rebellious, more expanding of the vision than limiting, with freedom of expression from the artist's interpretation. It is a jazzy experiment or idea, making changes that create a new and novel version of it.

This fourth phase of the Outdoor On-Loan Exhibit or Open Air Art Exhibit, formerly known as *Miscellany* (first phase), *Omnium Gatherum* (second phase), and *Medley* (third phase), will provide temporary outdoor sculptures to be placed in pre-selected sites in Brooke Street Park (City Hall Grounds), along the Thompson Street development, Goswick Park, and Wills Park.

Scope of Services

The following is a description of the services to be performed by Arts Alpharetta to carry out and complete the Project:

- Arts Alpharetta will recruit artist entries and create an appropriate application process for artists to submit entries;
- Arts Alpharetta will conduct and oversee the selection process for the artwork (sculptures);
- Arts Alpharetta will procure the loans of sculptures from artists, who will each be paid an honorarium for the loan of the sculpture at one of the two payment cycles, as follows: (i) the loan of sculptures provided under the 1st Payment Cycle at installation and the amount of the honorarium will be $3,000; and (ii) the loan of sculptures provided under the 2nd Payment Cycle at the end of the 2-year loan at de-installation and the amount of the honorarium will be $3,000.00.
- If not otherwise pre-selected, Arts Alpharetta will identify and select sites for placement of the sculptures in coordination with the City;
- Arts Alpharetta will provide for the installation and removal (de-installation) of the sculptures, including the construction or installation of concrete pads or other bases on which to place the
- sculptures, by a licensed contractor, and coordinate such installations and removals with the City and artists; and
- Arts Alpharetta will actively co-promote the event to the public.
- Arts Alpharetta will retain the services of
- Arts Alpharetta will be responsible for all costs and expenses associated with the foregoing services, including all fees for the loans of the sculptures and all costs and expenses for the installation/removal of the sculptures.

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

2024 – 2026 Exhibition Dates and Timeline

The exhibit will run in **one, two-year cycle:**

Beginning July 2024; installation (by appointment) starting in August 2024 and will run through June 2026; de-installation by appointment will begin June 2026.

Tentative Calendar

Exhibit Cycle

June 3, 2024	RFP issued.
June 30, 2024	Final deadline to receive RFP submissions.
July 1-9, 2024	Jury period.
July 31, 2024	Artists notified via email after Cultural Arts Commission review.
August 1-19, 2024	Delivery/Installation dates (by appointment with Arts Alpharetta exhibition coordinator).
August 2024 – June 2026	Exhibition dates.
June 2026	De-Installation dates (by week-day appointment with Arts Alpharetta exhibition coordinator).

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

EXHIBIT "B"

FY2024 – FY2025 Public Art - Contract Outdoor Sculpture Exhibit – *RIFF*

Ordinary Income/Expense		
Income		
43400 - Direct Public Support		
43403 - City Grant: Outdoor Art on Loan		$90,000
Total Income		**$90,000**
Expense		
60930 - Dues and Subscriptions	**see below	$0
62100 - Contract Services		
62115 - Payments to Artists		$61,000
62120 Call to Artists (CaFE)		$500
62150 Outside Contractors (jurors)		$500
Sub-total		**$62,000**
62800 - Facilities and Equipment		
62850 - Installation Services		$13,000
62860 - De-installation services		$9,000
Sub-total		$22,000
6500 - Operations		
65060 - Office expenses	**see below	$0
65100 - Other types of expenses		
65105 - Marketing & Promotional (MailChimp and signage)		$4,500
65110 - Center Promotional Events		
65115 - Promotional Events (music)	**see below	$0
65110 - Center Promo Events - other	**see below	$0
65120 - Insurance - Liability D and O		$1,500
Sub-total		**$6,000**
Reserve		
Additional Sculptures, Rental/Purchase, Unanticipated		
TOTAL		**$90,000**

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

EXHIBIT "C"

The following terms and conditions shall be included in any agreement between Arts Alpharetta and an artist providing for the loan of a sculpture that will be installed on City Property as part of the Project:

A. Representations and Warranties. Artist represents and warrants that:

(1) Artist is the sole author and owner of the sculpture and the sole owner of any and all copyrights and other intellectual rights pertaining to the sculpture;

(2) The sculpture is free and clear of any lien, encumbrance, security interest or other claim, of whatever nature, including, but not limited to, any claim or dispute related to the intellectual property rights in the sculpture or parts thereof;

(3) The sculpture will not pose a danger to public property, health, or safety in view of the possibility of misuse, if such misuse was reasonably foreseeable;

(4) Foreseeable exposure to the elements and general wear and tear will not cause the sculpture to experience more than nominal damage or to fall below an acceptable standard of public display or safety;

(5) Minor maintenance of this sculpture will maintain the sculpture within an acceptable standard of public display during the term of the loan;

(6) The installation and removal of the sculpture will not unacceptably damage or alter the sculpture;

(7) Artist shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery of the sculpture;

(8) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted to City;

(9) The sculpture will be free from defective or inferior materials and workmanship, including any defects consisting of inherent vice, or qualities that cause or accelerate deterioration of the sculpture; and

(10) The sculpture and the materials used in same are not currently known to pose a danger or be harmful to public health and safety.

Artist acknowledges that the foregoing representations and warranties will be relied upon by the City and are being made and given in connection with and for purpose of the City approving the placement of the sculpture on or within City greenway, public rights-of-way, parks, or any other property owned or leased by the City or in which the City holds a property interest ("City Property").

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

B. Removal of Sculpture. Artist acknowledges and agrees that the City is not responsible for the maintenance or repair of the sculpture during the term of the loan. Artist expressly authorizes the City and Arts Alpharetta, and their respective agents, contractors, or subcontractors, to install the sculpture following its delivery to City Property and to remove the sculpture within a reasonable time following the completion of the exhibition, acknowledging that only routine precautions will be taken to minimize alteration of the sculpture during installation and removal. If efforts to return the sculpture to Arts Alpharetta or the artist within a reasonable period following the completion of the exhibition are unsuccessful, then the sculpture will be removed, stored, and maintained by the City at the artist's or owner's expense for a maximum of two (2) years. If the sculpture has not been claimed by the artist within one (1) year, then in consideration of the City's storage of the sculpture, the artist or owner shall be deemed to have made the sculpture an unrestricted gift to the City. Notwithstanding any other provision to the contrary, artist acknowledges that the City has sole discretion as to whether, how long, and where a sculpture will be exhibited on City Property. Nothing shall preclude any right of the City to: (a) move the sculpture to a different site; (b) temporarily store the sculpture; or (c) remove the sculpture from public display prior to the termination of the exhibition. Without limiting the City's rights provided hereunder, should disaster, accident, emergency, or any other condition render the continued presence of the sculpture or structure to which it is affixed a hazard, the City shall have the right to remove the sculpture as to alleviate the hazardous situation without making prior notification to the artist or obtaining the artist's consent.

(1) VARA Waiver. With respect to the sculpture, artist waives any and all claims, arising at any time and under any circumstances, against the City, its officers, agents, employees, successors and assigns under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)) and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art, including any claim arising out of or related to the alteration of the sculpture. Notwithstanding the foregoing, if the City alters the sculpture or work of art without the artist's prior consent in a manner that is prejudicial to the artist's reputation, the artist retains the right to disclaim authorship of the work of art in accordance with 17 U.S.C. §106A(a)(2). Artist acknowledges and agrees that the City has no obligation to pursue claims against third parties to remedy or prevent any alteration of the sculpture. As used herein, to "alter" means, with respect to the sculpture, to repair, modify, remove, relocate, allow to deteriorate, dispose of, distort, mutilate, deface, or destroy, and "alteration" means the alteration, repair, modification, removal, relocation, deterioration, disposal, distortion, mutilation, defacement, or destruction of the sculpture.

C. City's Intellectual Property License. Artist hereby grants to the City, including the City's agents, authorized contractors, and assigns, and to Arts Alpharetta an unlimited, non- exclusive and irrevocable license to do the following with respect to the sculpture:

(1) Use and Display. The City may use and display the sculpture for the term of the loan.

(2) Reproduction and Distribution. The City may make and distribute, and authorize the making, display, and distribution of, photographs and other two-dimensional reproductions of the sculpture in connection with any City-related purpose, including advertising and promotion, such as on or in educational and promotional materials, brochures, books, flyers, postcards,

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. Such reproductions of the sculpture created by the City shall contain a credit to the artist.

(3) *Third Party Infringement*. The City is not responsible for any third-party infringement of any copyright to the sculpture held by the artist, nor is the City responsible for protecting the intellectual property rights of the artist.

(4) *Filming of Sculpture*. The artist understands and acknowledges that the City, pursuant to applicable local laws, regulations, and policies, often issues film permits to persons and entities wishing to film in the City of Alpharetta, whether still, motion picture, or otherwise. Notwithstanding any other provision to the contrary, the artist recognizes and permits the City to issue such permits to persons and entities, to include the sculpture and surrounding site, and the artist holds the City harmless, therefore. The artist will not hold or seek to hold the City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the sculpture.

D. Property Insurance. Unless the artist expressly elects to maintain its/his/her own insurance, the City will insure the sculpture against physical loss or damage during the period of time the sculpture is on loan to Arts Alpharetta and located on City Property (not to exceed 2 years from installation date) for 100% of the declared fair market value listed by the artist in its/his/her agreement with Arts Alpharetta, not to exceed fifty thousand dollars ($50,000.00). The insurance will include coverage against risk of physical loss or damage from external causes while located on City Property during the term of the loan, subject to any policy exclusions; however, if the sculpture is industrially fabricated or can otherwise be repaired or replaced to the artist's specifications, the amount of insurance shall be limited to the cost of such repair or replacement. In the event of a loss, it will be the artist's responsibility to establish to the satisfaction of the City's insurer that the declared value is the actual fair market value of the sculpture. If no declared value is specified in artist's agreement with Arts Alpharetta, the City will insure the sculpture at an estimated value as determined in the City's sole discretion; however, such estimated value shall not be construed as an appraisal of the sculpture. The risk of loss or damage to the sculpture shall be borne solely by the artist during transit and until such time the sculpture is delivered to City Property and care, custody and control of the sculpture is accepted by Arts Alpharetta. Once the sculpture has been removed from public display in the exhibition in accordance with artist's agreement with Arts Alpharetta, the risk of loss or damage to the sculpture shall be borne solely by artist. In the event of any physical loss or damage to the sculpture or any alteration of the sculpture by the City without the artist's consent, the artist's sole and exclusive remedies shall be limited to the amount payable by insurance secured by the City in accordance with the foregoing provisions and the exercise of artist's right to disclaim authorship of the sculpture in accordance with 17 U.S.C. §106A(a)(2), and in no event will the City be liable to artist for any damages in excess of the amount of any insurance recovery from the City's insurance policy or for any loss or damage due to causes excluded from coverage under such policy. Artist further agrees that in no event will the City be liable to artist for any special, incidental, punitive, indirect, or consequential damages, including, without limitation, loss of profits or lost business. The foregoing limitation of liability shall apply regardless of the

DocuSign Envelope ID: 059D363B-7D0C-4CB6-BC47-CFBF8D18E940

cause of action under which such damages are sought.

Indemnification. Artist shall indemnify and hold harmless the City, including its officials, officers, employees and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (collectively "Claims") of any type or nature arising out of or related to the artist's or its officers', agents', employees' or subcontractors' performance or non- performance of the services required hereunder or failure to comply with any of the obligations contained herein, including, but not limited to, (a) any Claim for personal injury or property damage caused, directly or indirectly, by any act or omission of artist and/or artist's agents, employees, or subcontractors, (b) any Claim for infringement of patent, copyright, trademark, trade secret or other proprietary right, or (c) any Claim for infringement of artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, or similar state, federal, or international law. Notwithstanding the foregoing, this indemnification obligation shall not apply to any Claim for physical loss or damage to the sculpture that is covered by the insurance policy maintained by the City in accordance with the preceding Section or to any Claim caused by the sole negligence or willful misconduct of the City.

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: February 23, 2026

AGENDA ITEM:

Ordinance: Fiscal Year 2026 Budget Amendment
SECOND READING
The first reading of this Ordinance occurred during the February 2, 2026 City Council meeting.
Consideration of an Ordinance to adopt a Fiscal Year 2026 Budget Amendment for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the items of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

STAFF RECOMMENDATION:

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 (attached as Exhibit A).

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: YES
TOTAL PROJECT COST: SEE EXHIBIT A (ATTACHED)
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2026 Budget Amendment which amends the base budget, as adopted by the City Council, including subsequent amendments, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

Initiatives are discussed in detail within the attached FY 2026 Mid-Year Budget Requests (Exhibit A). The Amendment is substantially similar to what was presented by staff at the 2026 City Council Retreat; the only changes related to the updating of certain beginning budgetary balances to match those values contained in the Financial Management Reports for the period ending December 31, 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 (1st Reading)
2. Exhibit A (2026 Budget Amendment Ordinance) (1st Reading)

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO ADOPT A FISCAL YEAR 2026 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS 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 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 proposed 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 budget amendment or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of February 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 T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____

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 seven 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.

GENERAL FUND LEGAL LEVEL OF CONTROL	Fiscal Year 2026			
	Current Budget	*Personnel Adjustments* Budget Amendment	*Other Adjustments* 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	-	769,239	20,784,639
Licenses and Permits	3,476,500	-	-	3,476,500
Intergovernmental Revenue	352,385	-	-	352,385
Charges for Services	5,419,312	-	-	5,419,312
Fines and Forfeitures	2,280,000	-	-	2,280,000
Investment Earnings	1,150,000	-	-	1,150,000
Other/Miscellaneous	256,330	-	-	256,330
Other Financing Sources				
Transfer-in from Hotel/Motel Fund	3,412,500	-	-	3,412,500
Transfer-in from Development Authority	-	-	53,448	53,448
Budgeted Fund Balance	5,017,048	-	-	5,017,048
Total Revenues	**$101,898,975**	**$ -**	**$ 822,687**	**$102,721,662**
Expenditures by Department:				
Mayor and City Council	$ 443,701	$ -	$ -	$ 443,701
City Administration	3,110,149	134,224	-	3,244,373
Finance	4,220,564	19,961	-	4,240,525
City Attorney	800,000	-	-	800,000
Information Technology	2,572,375	63,686	-	2,636,061
Human Resources	1,110,544	-	-	1,110,544
Municipal Court	1,410,650	-	-	1,410,650
Police Department	27,930,459	(334,838)	-	27,595,621
Fire Department	20,242,597		-	20,242,597
Public Works	11,483,060	-	-	11,483,060
Recreation, Parks, and Cultural Services	14,890,458	-	-	14,890,458
Community Development	4,884,783	-	-	4,884,783
subtotal	***$ 93,099,340***	***$ (116,967)***	***$ -***	***$ 92,982,373***
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	1,517,405	-	-	1,517,405
Transfer to Stormwater Capital Fund	1,900,000	-	-	1,900,000
Transfer to 911 Fund (Operations Subsidy)	-	-	564,175	564,175
Transfer to Solid Waste Fund (One-Time Subsidy)	-	-	75,000	75,000
Contingency	913,617	-	300,479	1,214,096
subtotal	***$ 8,799,635***	***$ -***	***$ 939,654***	***$ 9,739,289***
Total Expenditures	**$101,898,975**	**$ (116,967)**	**$ 939,654**	**$102,721,662**

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

Multiple Departments

Initiative: **Personnel Funding Reallocations *(no additional positions)***

Budgetary Expenditures: **Net reduction in budgetary expenditures of -$116,967**

This request reallocates departmental personnel budgets to reflect previously approved position changes implemented since adoption of the FY 2026 Budget. These adjustments result in an overall reduction in personnel appropriations of -$116,967.

No position changes (additions, reductions, reclassifications, or new positions) are being requested as part of this action.

Summary of adjustments:

- City Administration *(net budgetary increase: +$134,224)*
    - Assistant City Administrator – This position has been filled. Additional funding is requested to cover the incremental cost associated with the change in incumbent and related benefit impacts (e.g., auto allowance). Total cost increase: $104,821.
    - Municipal Records Officer – The approved reclassification of the Assistant City Clerk position to Municipal Records Officer results in an annualized cost increase of $29,403.
- Finance Department *(net budgetary increase: +$19,961)*
    - Treasury Division Reorganization – The Finance Department reorganized existing staffing to strengthen the Treasury Division under the management of a Tax & Billing Manager. Previously, the Division operated with dual managers overseeing billing and customer support. This reorganization centralizes management and improves accountability.
- Police Department *(net budgetary decrease: -$271,152)*
    - Public Safety Director – This position was eliminated as part of the Public Safety Department reorganization into separate Police and Fire Departments. Each Department now operates under the traditional Police Chief / Fire Chief command structure. Total savings: $271,152.
- Police Department/IT Department *(net budget impact: $0)*
    - Public Safety System Administrator – This position will transfer from the Police Department to the IT Department effective February 1, 2026, to better align oversight of IT infrastructure and software administration. The transfer is budget-neutral overall: Police Department: -$63,686; IT Department: +$63,686.

Economic Development

Initiative: **Return of expired IGA Funding for Development Authority Initiatives**

Budgetary Revenues: **Increase in budgetary revenues of +$53,448**

The City provided funding to the Development Authority for the following initiatives that have expired, and the funds are being returned to the City.

- Local Job Creation Grant Program – Funding for this program totaled $60,000 with $27,500 spent to date (FYs 2017-2018), leaving a balance of $32,500. This program window is complete, and the $32,500 in remaining funding will be returned by the Development Authority.
- High Impact Permitting Grant Program – Funding for this program totaled $75,000 with $54,052 spent to date (FY 2016), leaving a balance of $20,948. This program window is complete, and the $20,948 in remaining funding will be returned by the Development Authority.

General Government

Initiative: **Insurance Premium Taxes**

Budgetary Revenues: **Increase in budgetary revenues of +$769,239**

As detailed in the City's Monthly Financial Management Report for November 2025, Insurance Premium Tax collections total $7.2 million in FY 2026 and represent a 14% increase ($769,239 greater than budget) over FY 2025 collections of $6.3 million. This funding will be used to offset the General Fund costs detailed below with the balance allocated to Contingency.

Initiative: **Transfer to E911 Fund (subsidy; ongoing)**

Budgetary Expenditures: **Increase in budgetary expenditures of +$564,175**

The City of Alpharetta's E911 Fund accounts for fees received from users of the city's Emergency 911 System. The fee equals $1.50 monthly and is paid by wired and wireless telecommunication providers (including prepaid cards) as well as Voice over Internet Protocol providers, with expenditures occurring to maintain and run the system within the government. E911 services are also provided to the City of Milton under an Intergovernmental Agreement (IGA) that obligates Milton to provide all 911 tax revenue to Alpharetta.

The City's E911 Fund has reached a point where recurring 911 tax revenue is no longer sufficient to fully support ongoing operational costs. As call volume, service demands, and associated personnel and technology expenses continue to rise, the E911 Fund has experienced a structural gap between revenues and expenditures.

For example, E911 tax revenue in FY 2019 totaled $4.3 million while the revenue estimate for FY 2026 is flat at $4.3 million. During that same period, personnel costs alone have increased from $2.5 million in FY 2019 to $3.9 million for FY 2026 (estimated). When combined with operational costs, the E911 Fund is facing a forecasted operational deficit of -$564,175 for FY 2026. It is important to note that E911 Fund operations throughout the State often require subsidies, and the legislature is looking at options for augmenting 911 funding sources including amendments to the 911 fees.

This request is for full funding from the City for the estimated FY 2026 operational deficit. That said, our E911 System services both the City of Alpharetta and the City of Milton. Historical call volume reflects a usage allocation of 74% Alpharetta and 26% Milton. Using historical call volume as an allocation reference, Alpharetta's portion of the FY 2026 subsidy requirement would total $417,490 and Milton's would total $146,685.

The current service IGA obligates Milton to remit all related E911 Fund Revenue to the City. As 911 tax revenue trends have proven insufficient to cover ongoing operations, renegotiation of the IGA is needed. A subsidy will be required for FY 2027 and is currently part of the draft FY 2027 budget being programmed by staff.

Initiative: **Transfer to Solid Waste Fund (subsidy; one-time)**

Budgetary Expenditures: **Increase in budgetary expenditures of +$75,000**

The City of Alpharetta's Solid Waste Fund accounts for fees received from users of the City's residential solid waste program (i.e., garbage, yard waste, and recycling collection).

Additionally, the city managed the Downtown Dumpster Program that included setting aside spaces within the Roswell Street parking lot to house solid waste and recycling dumpsters to service various downtown restaurants. Restaurant owners were billed directly by the City for a pro-rata of dumpster expenses. However, billing issues arose due to multiple factors (e.g. restaurant turnover) and the City paused the program (including billing) while a more effective permit process was instituted that enables restaurant owners to secure a space for dumpsters they will rent directly from the sanitation carrier. This new program, the "Downtown Dumpster Permit Program", went into effect on December 31, 2025. The funding requested herein is to cover costs incurred for the 1st six months of FY 2026 where the program was not billed while the City formulated an effective replacement program (estimated at $75,000). This is a one-time subsidy request.

Initiative: **Contingency**

Budgetary Expenditures: **Increase in budgetary contingency of +$300,479**

The General Fund Contingency account is appropriated annually in an amount approximating 1% of annual operating expenditures. Usage is generally focused on covering revenue forecasting shortfalls, unexpected operational needs, emergencies, etc.

The contingency balance is being increased herein by +$300,479, from $914K to $1.2 million. Unused contingency funding will become part of the City's fund balance and flow to capital investment in future budget cycles.

E911 Fund

The City of Alpharetta's E911 Fund accounts for fees received from users of the city's Emergency 911 System. The fee equals $1.50 monthly and is paid by wired and wireless telecommunication providers (including prepaid cards) as well as Voice over Internet Protocol providers, with expenditures occurring to maintain and run the system within the government. E911 services are also provided to the City of Milton under an Intergovernmental Agreement (IGA) that obligates Milton to provide all 911 tax revenue to Alpharetta. The E911 Fund is managed by the Police Department.

911 FUND LEGAL LEVEL OF CONTROL	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Charges for Services			
E911 Service Fees (non-prepaid)	$ 3,450,000	$ (371,241)	$ 3,078,759
E911 Service Fees (prepaid)	300,000	(50,000)	250,000
Intergovernmental			
City of Milton IGA (E911 Service Fees)	1,130,000	(105,000)	1,025,000
Taxes	950	-	950
Interest Earnings	37,934	(37,934)	-
Other Financing Sources			
Alpharetta Subsidy (Transfer from General Fund)	-	564,175	564,175
Carryforward Fund Balance	53,594	-	53,594
Total Revenues	**$ 4,972,478**	**$ -**	**$ 4,972,478**

Initiative: **Revenue Adjustments (including subsidy; ongoing)**

Budgetary Revenues: **Net impact = $0**

The City's E911 Fund has reached a point where recurring 911 tax revenue is no longer sufficient to fully support ongoing operational costs. As call volume, service demands, and associated personnel and technology expenses continue to rise, the E911 Fund has experienced a structural gap between revenues and expenditures. For example, E911 tax revenue in FY 2019 totaled $4.3 million while the revenue estimate for FY 2026 is flat at $4.3 million. During that same period, personnel costs alone have increased from $2.5 million in FY 2019 to $3.9 million for FY 2026 (estimated). When combined with operational costs, the E911 Fund is facing a forecasted operational deficit of -$564,175 for FY 2026. It is important to note that E911 Fund operations throughout the State often require subsidies, and the legislature is looking at options for augmenting 911 funding sources including amendments to the 911 fees.

This request is for full funding from the City for the estimated FY 2026 operational deficit. That said, our E911 System services both the City of Alpharetta and the City of Milton. Historical call volume reflects a usage allocation of 74% Alpharetta and 26% Milton. Using historical call volume as an allocation reference, Alpharetta's portion of the FY 2026 subsidy requirement would total $417,490 and Milton's would total $146,685. The current service IGA obligates Milton to remit all related E911 Fund Revenue to the City. As 911 tax revenue trends have proven insufficient to cover ongoing operations, renegotiation of the IGA is needed. A subsidy will be required for FY 2027 and is currently part of the draft FY 2027 budget being programmed by staff.

Solid Waste Fund

The City of Alpharetta's Solid Waste Fund accounts for fees received from users of the city's residential solid waste program (i.e., garbage, yard waste, and recycling collection). The Solid Waste Fund is managed by the Finance Department.

SOLID WASTE FUND LEGAL LEVEL OF CONTROL	Fiscal Year 2026 Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Charges for Services			
Sanitation Collection Fees	$ 6,050,000	$ -	$ 6,050,000
Sanitation Collection Fees (Downtown)	130,000	(130,000)	-
Other	55,000	-	55,000
Interest Earnings	17,568	-	17,568
Other Financing Sources			
Alpharetta Subsidy (Transfer from General Fund)	-	75,000	75,000
Total Revenues	**$ 6,252,568**	**$ (55,000)**	**$ 6,197,568**
Expenditures by Department:			
Finance	$ 6,122,568	$ -	$ 6,122,568
Sanitation Services (Downtown)	130,000	(55,000)	75,000
Total Expenditures	**$ 6,252,568**	**$ (55,000)**	**$ 6,197,568**

Initiative: **Revenue/Expenditure Adjustments (incl. subsidy; one-time)**

Budgetary Revenues: **Net decrease in budgetary revenues of -$55,000**

Budgetary Expenditures: **Decrease in budgetary expenditures of -$55,000**

The Downtown Dumpster Program includes setting aside spaces within the Roswell Street parking lot to house solid waste and recycling dumpsters to service various downtown restaurants. Restaurant owners were billed directly by the City for a pro-rata of dumpster expenses. However, billing issues arose due to multiple factors (e.g. restaurant turnover) and the City paused the program (including billing) while a more effective permit process was instituted that enables restaurant owners to secure a space for dumpsters they will fund directly with the sanitation carrier. This new program, the "Downtown Dumpster Permit Program", went into effect on December 31, 2025. The funding requested herein is to cover costs incurred for the 1st six months of FY 2026 where the program was not billed while the City formulated an effective replacement program (estimated at $75,000). This is a one-time subsidy request.

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:			
Investment Earnings	$ 300,000	$ 130,000	$ 430,000
Net Budget Adjustments	**$ 300,000**	**$ 130,000**	**$ 430,000**
Expenditures by Project:			
Public Works			
Crabapple Government Facility Roof Replacement	$ -	$ 70,000	$ 70,000
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	1,665,000	(1,665,000)	-
Non-Allocated	1,542,083	1,725,000	**3,267,083**
Net Budget Adjustments	**$ 3,207,083**	**$ 130,000**	**$ 70,000**

Public Works

Initiative: **Crabapple Government Facility Roof Replacement**

Budgetary Expenditures: **Increase in budgetary expenditures of +$70,000**

This request is for the replacement of the asphalt shingle roof at Crabapple Government Facility. The existing roof was installed in 1999 and is at the end of its useful life. The current asphalt roof is experiencing leaks causing damage to ceilings and walls located inside the police training offices and rooms. The CIP currently includes the roof replacement roof in FY 2029. However, the deterioration of the roof is such that staff feels it prudent to accelerate replacement of the roof in FY 2026. The existing roof will be replaced with a 50-year architectural shingle with a 25-year workmanship warranty and a 50-year manufacturer's warranty.

Initiative: **SR9 Landscaping (no change in appropriation levels; simply changing funding sources)**

Budgetary Expenditures: **Decrease in budgetary expenditures of -$1,665,000 (appropriations to be provided in the TSPLOST-II Fund)**

This request involves changing the funding source for the SR9 Landscaping project from the Capital Project Fund to the TSPLOST-II Fund as it is an allowable use of TSPLOST monies. The TSPLOST-II Fund request, included herein, includes an equal appropriation request.

This request does not change the scope of the project or provide additional appropriations.

Background - the City has appropriated funding totaling $1.67 million for the design and installation of landscaping within the new beauty strips along SR9 from Academy St. to Windward Parkway.

General Government

Initiative: **Increase in Non-Allocated**

Budgetary Revenues: **Increase in budgetary revenues based on actual collections**
Investment Earnings = +$130,000

Budgetary Expenditures: **Increase in Non-Allocated of +$1,725,000**

The increase in Non-Allocated is funded through additional anticipated investment earnings on the City's cash balances, and the net reallocation of project balances discussed above. Non-Allocated Impact Fee balances are available for future appropriation by the City Council.

Impact Fee Fund

This fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (recreation/parks, streets, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

IMPACT FEE FUND
LEGAL LEVEL OF CONTROL (Impacted Line-Items)

	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Impact Fees (Parks)	$ -	$ 379,813	$ 379,813
Impact Fees (Roads)	-	108,639	108,639
Impact Fees (Public Safety)	-	24,024	24,024
Net Budget Adjustments	**$ -**	**$ 512,476**	**$ 512,476**
Expenditures by Project:			
Impact Fees (Roads)			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 2,062,937	$ (2,062,937)	$ -
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	-	2,223,615	-
Non-Allocated (Parks)	840,756	379,813	1,220,569
Non-Allocated (Roads)	52,039	(52,039)	-
Non-Allocated (Public Safety)	120,359	24,024	144,383
Net Budget Adjustments	**$ 3,076,091**	**$ 512,476**	**$ 1,364,952**

Public Works

Initiative: **AlphaLink Design/Construction (no change in appropriation levels; simply changing funding sources)**

Budgetary Expenditures: **Decrease in budgetary expenditures of -$2,062,937 (appropriations to be provided in the TSPLOST-II Fund)**

This request involves changing one of the funding sources for the AlphaLink Design/Construction project from the Impact Fee Fund to the TSPLOST-II Fund as it is an allowable use of TSPLOST monies. The TSPLOST-II Fund request, included herein, includes an equal appropriation request.

This request does not change the scope of the project or provide additional appropriations.

Background - The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc. Total funding for this project is $10 million between the Impact Fee Fund ($2.1 million) and the TSPLOST-II Fund ($7.9 million). Upon approval of this request, the full $10 million appropriation will reside within the TSPLOST-II Fund.

Initiative:	**Dryden Road Extension (no change in appropriation levels; simply changing funding sources)**
Budgetary Expenditures:	**Increase in budgetary expenditures of +$2,223,615 (appropriations previously provided in the TSPLOST-II Fund)**

This request involves changing a portion of the funding sources for the Dryden Road Extension project from the TSPLOST-II Fund to the Impact Fee Fund as it is an allowable use of impact fees (roads). The TSPLOST-II Fund request, included herein, includes an equal appropriation reduction.

This request does not change the scope of the project or provide additional appropriations.

Background - Dryden Road is situated between Morris Road and North Point Parkway and fronts the Windward MARTA Park and Ride facility. Extending Dryden Road to Edison Drive will provide connectivity for both pedestrians and vehicles to the MARTA Park and Ride and the future end of the line of MARTA's future Bus Rapid Transit. Total funding for this project is $3 million and currently funding fully within the TSPLOST-II Fund. Upon approval of this request, the project will be funded between the TSPLOST-II Fund ($776,385) and the Impact Fee Fund ($2.2 million).

General Government

Initiative:	**Increase in Non-Allocated**
Budgetary Revenues:	**Increase in budgetary revenues based on actual collections** Park Impact Fees = +$379,813 Road Impact Fees = +$108,639 Public Safety Impact fees = +$24,024
Budgetary Expenditures:	**Change in budgetary non-allocated balances as follows.** Park Non-Allocated = +$379,813 Road Non-Allocated = -$52,039 Public Safety Non-Allocated = +$24,024

Non-Allocated Impact Fee balances are available for future appropriation by the City Council.

TSPLOST-2 Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax is imposed for the period of April 1, 2022, through March 31, 2027. The budgetary legal level of control resides at the project level.

TSPLOST-II CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
TSPLOST-II Tax Revenue (90% to 100% of GSU forecast)	$ 6,985,201	$ 6,146,934	$ 13,132,135
Investment Earnings	400,000	700,000	1,100,000
Net Budget Adjustments	**$ 7,385,201**	**$ 6,846,934**	**$ 14,232,135**
Expenditures by Project:			
Public Works			
AlphaLink Design/Construction *(no change in overall funding level; simply a change in funding sources)*	$ 7,937,063	$ 2,062,937	$ 10,000,000
Dryden Road Extension *(no change in overall funding level; simply a change in funding sources)*	2,998,902	(2,223,615)	775,287
SR 9 Landscaping *(no change in overall funding level; simply a change in funding sources)*	-	1,665,000	1,665,000
Non-Allocated	3,881,433	5,342,612	9,224,045
Net Budget Adjustments	**$ 14,817,398**	**$ 6,846,934**	**$ 21,664,332**

Public Works

Initiative: **AlphaLink Design/Construction (no change in appropriation levels; simply changing funding sources)**

Budgetary Expenditures: **Increase in budgetary expenditures of +$2,062,937 (appropriations previously provided in the Impact Fee Fund)**

This request involves changing one of the funding sources for the AlphaLink Design/Construction project from the Impact Fee Fund to the TSPLOST-II Fund as it is an allowable use of TSPLOST monies. The Impact Fee Fund request, included herein, includes an equal appropriation reduction.

This request does not change the scope of the project or provide additional appropriations.

Background - The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc. Total funding for this project is $10 million between the Impact Fee Fund ($2.1 million) and the TSPLOST-II Fund ($7.9 million). Upon approval of this request, the full $10 million appropriation will reside within the TSPLOST-II Fund.

Initiative: **Dryden Road Extension (no change in appropriation levels; simply changing funding sources)**

Budgetary Expenditures: **Decrease in budgetary expenditures of -$2,223,615 (appropriations to be provided in the Impact Fee Fund)**

This request involves changing a portion of the funding sources for the Dryden Road Extension project from the TSPLOST-II Fund to the Impact Fee Fund as it is an allowable use of impact fees (roads). The Impact Fee Fund request, included herein, includes an equal appropriation request

This request does not change the scope of the project or provide additional appropriations.

Background - Dryden Road is situated between Morris Road and North Point Parkway and fronts the Windward MARTA Park and Ride facility. Extending Dryden Road to Edison Drive will provide connectivity for both pedestrians and vehicles to the MARTA Park and Ride and the future end of the line of MARTA's future Bus Rapid Transit. Total funding for this project is $3 million and currently funding fully within the TSPLOST-II Fund. Upon approval of this request, the project will be funded between the TSPLOST-II Fund ($776,385) and the Impact Fee Fund ($2.2 million).

Initiative: **SR9 Landscaping (no change in appropriation levels; simply changing funding sources)**

Budgetary Expenditures: **Increase in budgetary expenditures of +$1,665,000 (appropriations previously provided in the Capital Project Fund)**

This request involves changing the funding source for the SR9 Landscaping project from the Capital Project Fund to the TSPLOST-II Fund as it is an allowable use of TSPLOST monies. The Capital Project Fund request, included herein, includes an equal appropriation reduction.

This request does not change the scope of the project or provide additional appropriations.

Background - the City has appropriated funding totaling $1.67 million for the design and installation of landscaping within the new beauty strips along SR9 from Academy St. to Windward Parkway.

General Government

Initiative: **Increase in Non-Allocated**

Funding Request: +$5,342,612

Funding Source: +$6,146,934 (TSPLOST-2 Tax Revenue; 90% to 100% of GSU Forecast)
+$700,000 (additional investment earnings)
-$1,504,322 (net impact of project funding reallocations requested herein)

The increase in Non-Allocated is funded through additional TSPLOST revenues (based on current trends), anticipated investment earnings on the City's cash balances, and the net reallocation of project balances discussed above.

TSPLOST-2 Fund appropriations currently reflect tax revenues at 90% of the original forecasted revenue collections over the life of the 5-year tax (or $52 million, as provided by Georgia State University). For comparison purposes, TSPLOST-1 collections trended at over 90% of forecasted revenue collections. As detailed within the Monthly Financial Management Report for November 2025, life-to-date collections for TSPLOST-2 have trended at 121% of the original forecasted revenue estimates. Staff recommend increasing the tax revenue forecast within the TSPLOST-2 Fund to 100% of the GSU forecast, which results in an additional $6.1 million. This tax revenue will likely be increased in the future if current collection trends continue.

Year-to-date growth in investment earnings has approximated 37% over FY 2025 ($960,299 in collections). Forecasts indicate collections exceeding $1.1 million for FY 2026 resulting in a budgetary appropriation increase of $700,000 (from $400,000 to $1,100,000).

Non-Allocated account balances are available for future appropriation by the City Council.

TSPLOST-1 Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax was imposed for the period of April 1, 2017, through March 31, 2022. The budgetary legal level of control resides at the project level.

TSPLOST-I CAPITAL PROJECT FUND LEGAL LEVEL OF CONTROL (Impacted Line-Items)	Fiscal Year 2026		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	$ 300,000	$ 550,000	$ 850,000
Net Budget Adjustments	**$ 300,000**	**$ 550,000**	**$ 850,000**
Expenditures by Project:			
Non-Allocated	$ 1,389,099	$ 550,000	$ 1,939,099
Net Budget Adjustments	**$ 1,389,099**	**$ 550,000**	**$ 1,939,099**

General Government

Initiative: **Increase in Non-Allocated**

Funding Request: $550,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. As the TSPLOST-I tax ended in March 2022, investment earnings will decline as project spend advances. That said, the budget for FY 2026 totals $3300,000 and year-to-date collections (through November 2025) have already exceeded budget at $457,801 in collections. Forecasts indicate collections exceeding $850,000 for FY 2026 resulting in a budgetary appropriation increase of $550,000 (from $300,000 to $850,000).

Non-Allocated account balances are available for future appropriation by the City Council. As discussed at City Council Retreats, potential future uses of the non-allocated balance include completion of the Webb Bridge Road Corridor project, inclusive of the Morris Road to North Point Parkway section.

STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: February 23, 2026

AGENDA ITEM:

Contract Approval: Alpharetta Strategic Plan
Consideration of approval of a Memorandum of Agreement between the City of Alpharetta and The University of Georgia Research Foundation, Inc. for the purposes of the Carl Vinson Institute of Government to prepare a Strategic Plan for the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Memorandum of Agreement between the City of Alpharetta and The University of Georgia Research Foundation, Inc. for the purposes of the Carl Vinson Institute of Government to prepare a Strategic Plan for the City of Alpharetta and authorize for the Mayor to execute all necessary documents.

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:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Mayor, City Council, and Staff Leadership Team held its annual retreat on January 16 and 17, 2026. During the retreat, there was discussion of creating a strategic plan to help guide the city in decision-making and priority setting over the next five to ten years, especially as it sets priorities, develops budgets, and make other decisions about infrastructure, development, and municipal investments.

The Carl Vinson Institute of Government, through the University of Georgia, offers design and facilitation services necessary to develop a strategic plan for local governments. CVIOG experts will meet with staff to refine strategies and define measures that will be used to track progress and success in the plan. The strategic plan will be composed of three phases: pre-planning, retreats, and report and implementation.

The initial investment for the three phases is $23,281.00. If approved, staff will work with the finance director to identify funding. It may come from various accounts based on current spending trends, but will be a general fund expense.

If the proposed Memorandum of Agreement is approved, kick off will begin in late March/early April 2026, with a goal of finalizing the strategic plan before September 1, 2026.

ALTERNATIVES:

Do not approve the Memorandum of Agreement and forego the opportunity to create a strategic plan or identify another entity to provide strategic planning services.

ATTACHMENTS:

1. 2.12.26 Partially Executed Alpharetta Strategic Plan Contract

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this ____ day of February, 2026, by and between the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, party of the first part, hereinafter called the COOPERATOR, and the **UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.**, a Georgia nonprofit corporation, hereinafter called the FOUNDATION, to fund that certain cooperative service project, hereinafter referred to as the PROJECT and further described in Exhibit "A" attached hereto and incorporated herein. The PROJECT shall be performed at the University of Georgia ("UGA"). It is agreed and understood that the FOUNDATION has the authority to execute this Agreement and to subcontract with UGA for the performance of the PROJECT It shall be further agreed to and understood that, under subcontract from the FOUNDATION, UGA, by and through the Carl Vinson Institute of Government, shall perform all obligations of the FOUNDATION hereunder. .

WITNESSETH, inasmuch as the COOPERATOR is desirous of the PROJECT, and inasmuch as the FOUNDATION is willing to undertake the PROJECT, the purpose of this Agreement is to establish the terms and conditions under which the PROJECT shall be accomplished.

NOW, THEREFORE, for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, it is agreed as follows:

Section I

The FOUNDATION shall:

a. Substantially carry on the PROJECT as set forth herein and in Exhibit "A" below.

b. Preserve all of its records bearing upon the amounts payable under this Agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers, and records of the FOUNDATION involving transactions related to this Agreement.

c. Expend monies received under Section II of this Agreement for the PROJECT in a manner to be determined by the FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR.

Section II

COOPERATOR shall pay the FOUNDATION a **fixed fee** of $23,281 for the PROJECT. **No federal dollars are involved in this Agreement**. All invoices shall be directed to Mr. Chris Lagerbloom, City Administrator, City of Alpharetta, 2 Park Plaza, Alpharetta, GA 30009; email: clagerbloom@alpharetta.ga.us; telephone 678-297-6010, and payable within 30 days of such receipt.

Section III

The term of this Agreement shall be from March 1, 2026, through October 31, 2026 (the "Initial Term"); provided, however, that the Agreement may be terminated prior to the end of the Initial Term by either party upon provision of not less than ninety (90) days written notice of such intent. In the event of such termination, the COOPERATOR shall pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this contract.

The FOUNDATION will continue to work on the project until the revised termination date and will provide the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This Agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the parties.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other; provided, however, that the FOUNDATION shall not use any trademarks, service marks, or logos of the COOPERATOR without the COOPERATOR's express prior written consent – in particular, the FOUNDATION shall not identify or make reference to the COOPERATOR in any advertising

or other promotional modality regardless of its form without the express prior written consent of the COOPERATOR. Publication by either party shall give proper credit to the other party.

Section VIII

COOPERATOR is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the COOPERATOR shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the FOUNDATION registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the FOUNDATION will become part of the Contract Documents.

Section IX

All notices and communications under this Agreement shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the COOPERATOR, at the following address:

City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Chris Lagerbloom
clagerbloom@alpharetta.ga.us

(b) If to the FOUNDATION, at the following address:

University of Georgia Research Foundation, Inc.
310 East Campus, Tucker Hall 416
Athens, GA 30602
Attn: Susie Weller
swell@uga.edu

Section X

This Agreement is executed and shall be performed in the State of Georgia, and this Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. Venue for any action arising of this Agreement shall lie in the appropriate court of Fulton County, Georgia.

Section XI

This Agreement supersedes all prior discussions and agreements between the parties hereto with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

FOR THE

CITY OF ALPHARETTA GEORGIA

_____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

[Seal]

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Jeff Strickland, City Attorney

FOR THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.

_____
Susie Weller, Grants Officer
Authorized Signer

2/12/26

EXHIBIT A
SCOPE OF WORK

Background

COOPERATOR was established on December 11, 1858. Located in the northern part of Fulton County, the city has grown significantly in the past few decades. In 1980 the population was around 3,000 people. As of the 2020 census, the residential population exceeds 65,800 with an estimated 27% of residents being born outside of the United States. The most recent population estimate suggests a population of over 67,000, a modest increase over the last few years. On average the people living in Alpharetta are well educated (71.8% have a bachelor's degree or higher compared to 35.4% statewide) and the median household income is $141,420 compared to the state median household income of $74,632.

As a growing and vibrant city, officials have expressed interest in developing a strategic plan to help the city guide its priorities and create a road map to guide its decisions over the next five to ten years. Officials expressed interest in developing a plan to continue its efforts to be fiscally responsible and manage growth while sustaining a highly desirable and safe place for its residents to work, shop, and recreate.

Purpose

The FOUNDATION proposes to assist the COOPERATOR with designing and facilitating a strategic planning process consisting of planning activities, board retreat, staff planning retreat, retreat notes, draft plan documents, a final document, and follow-up meetings.

Scope of Work

This project aims to develop a strategic plan for the COOPERATOR for the next five years. The board retreat will focus on developing the mission, vision, values, goals and strategies for the city. The staff planning retreat will be an opportunity to further develop the strategic plan by refining the strategies and defining the measures that will be used to track progress and success in the plan. The project's ultimate goal is to have a formally designed strategic plan for the city to use over the next five years as it sets priorities, develops budgets, and makes other decisions about infrastructure, development, and other investments. Finally, the FOUNDATION will develop and design a formal strategic plan document.

The project will encompass three tasks: 1) Preplanning, 2) Retreats, and 3) Report and Implementation

Strategic Planning

Phase 1 – Preplanning and needs assessment activities

The time spent at the planning retreat meetings is critical. Preplanning and the needs assessment process helps make sure the time at the retreats is focused on the most important topics and needs of the city. These preplanning activities also ensure that the IFOUNDATION's team is well informed on the issues facing the city. The FOUNDATION will work with a planning team led by the city administrator and a couple other key city staff to conduct preplanning activities. Preplanning activities include interviews, collection of needs assessment data, and at least three retreat planning meetings.

Interviews

During the pre-planning phase, we will also conduct interviews with each member of the city's leadership team to help us understand the issues facing the city. The interviews will also help us inform the agenda for strategic planning retreat and make sure the strategic needs of the city are addressed in the planning process.

Focus Groups (Optional)

Some organizations like to include additional input from clients, community groups, and businesses as part of their strategic planning process. The FOUNDATION can facilitate focus groups and advise on strategies for other community engagement. Two days of focus groups would cost an additional $4,000. These activities are not included in the core proposal but can be added to the scope of work if desired.

Needs Assessment and Trend Data

As part of the preplanning process, we ask the city to gather trend data on city services and programs. Data concerning the administrative operations of the city will also be helpful in areas such as workforce retention and succession planning and budget. Five to ten year trend data will help inform discussions about the challenges and opportunities facing the city. The data collected will be presented at the planning retreat and help provide a common understanding of city's operating landscape.

Retreat Planning Meetings

The FOUNDATION will hold meetings with the staff planning team in the three to four months leading up to the board retreat. The first meeting will be used to finalize the project timeline and confirm arrangements for the board retreat and staff retreat. The second planning meeting will be an opportunity to review data collected in the interviews and review any trend data or other needs assessment data. In the final retreat planning meeting we will finalize the agenda for the board retreat and any data presentations.

Emergenetics (Optional)

Some organizations benefit from a team building activity as part of its retreat. Emergenetics (https://emergenetics.com/) is a tool that can help a leadership team better understand each other's preferred thinking styles. The instrument helps people know if their thinking preference is conceptual, analytical, process oriented or relationship based or a combination of these preferences. The Emergenetics meeting of the minds workshop is a fun and informative way for members of the leadership team know how to best communicate and work with their colleagues.

If the city is interested in adding an Emergenetics workshop in either its board retreat or staff retreat we can adjust the proposal and retreat plan accordingly. At minimum we will need two hours to conduct this workshop. This can also be done in advance of a retreat as a separate activity leading up to the retreat. This workshop can help improve teams by informing participants how they approach problem solving, their general behavioral attributes, workstyles, and how others might adjust their styles to improve communication with each other. The cost of this program is $5,350 for up to 15 people, and an additional $90 per participant beyond 15, which is not included in this cost proposal.

Phase 2 – Retreats

To best support the needs of the COOPERATOR, the FOUNDATION will facilitate two planning retreats: Council retreat and a staff retreat. The Council retreat is recommended to be a day and a half (or two-day if you add the Emergenetics session). The staff retreat is anticipated to be a one-day session. The city is responsible for

securing and paying for the meeting location and any food. A large room with lots of wall space is needed for the retreats.

- **Council Retreat:** A quality strategic plan requires a strong foundation built on a shared vision, mission, and organizational values. The retreat will provide the time necessary to develop the essential plan elements while allowing the time needed for city leaders to discuss any issues that impact the future of the city. During the Council retreat the group will develop the organization's vision, mission, values, goals, and initial strategies and measures of success. To inform the goals and strategy discussion, the retreat agenda also includes time for staff and FOUNDATION staff to share the needs assessment data including trend data on city programs and operations.

  A typical outline for the Council's retreat is as follows:

Day 1	Day 2
- Welcome and planning orientation - Emergenetics workshop (2 hours) – Optional - Mission, Vision, Values - Sharing of needs assessment data - Environmental scan (SOAR analysis)	- Recap day 1 - Develop Goals - Develop Strategies - Measures of success and progress

- **Staff Retreat:** The goal of the staff retreat is to have collective understanding and buy-in of the city strategic plan and an leave with an implementation plan. The Council retreat will create a draft plan that articulates the city's vision and a set of goals and strategies. The staff retreat is an opportunity for department heads and other members of the city's leadership team to learn about the plan and then refine the strategies and measures of progress and success for the city. City staff will develop a timeline for the strategies and action items in the plan. The second half of the day of the retreat will be to further develop an implementation plan by focusing on the near-term (12-18 month) strategies and action items and how each department will contribute to the success of the plan. It is best if the staff retreat happens 3-5 weeks after the board retreat.

After each retreat, the IFOUNDATION will prepare the retreat summary notes. At the city's direction, the notes can include an appendix with any presentations, data, or other information shared during the retreat. The retreat documentation will be provided to the city in Word document format.

Phase 3 – Reporting/ Implementation

Working with the city's staff planning team, the FOUNDATION will draft the City of Alpharetta Strategic Plan. The report will include a one-page summary of the plan and draft plan. A separate document will be provided that includes the summary of the interview themes, planning meeting notes documentation, and any other supporting information. If the city chooses, the FOUNDATION can also prepare a brochure version of the strategic plan that is graphically designed for $7,000, which is not included in this cost proposal.

Implementation Support (Optional)

The city can schedule two implementation check-in meetings with the FOUNDATION team to facilitate the accountability process. The FOUNDATION will work with the city's strategic planning team or contact to prepare for these sessions. This time can be used for general check-ins, questions regarding implementation, or tracking of metrics. The FOUNDATION's cost for support meetings is $1,900 per meeting. This includes meeting preparation time, meeting facilitation and meeting documentation. This activity could also be contracted and invoiced separately. We recommend a regular cadence meeting to keep the momentum going in implementing the plan. A formal check-in quarterly or every six months is recommended. Implementation check-in meetings are NOT included in this cost proposal.

Responsibilities of the COOPERATOR

To facilitate an effective and efficient engagement, the city agrees as part of this proposal to:

- Identify a primary point of contact for communications and coordination.
- Provide appropriate data and information to the FOUNDATION as needed and appropriate.

- Establish meeting dates and locations and manage meeting logistics (projector, screen, flip chart stands and paper, sticky pads, tables/chairs, refreshments, meeting handouts, etc.) in support of proposed activities. Communicate such information with appropriate city employees and the FOUNDATION project team.
- Review meeting notes and draft planning documents, providing feedback and guidance.
- Collaborate with the FOUNDATION to develop and plan proposed activities.

Timeline

The work outlined in this proposal will commence upon the signature of both parties. The project timeline will be finalized when the contract is approved. The following is a general timeline for the work outlined. Work will begin with an initial planning meeting.

- **March/April 2026**
  - Planning meeting
  - Gather data for needs assessment / environmental scan
  - Leadership Interviews
- **May 2026**
  - Data gathered and packaged for the retreat
  - Final staff planning meeting
  - Board Retreat – late May or early June
- **June 2026**
  - Staff Retreat
- **July 2026**
  - Prepare draft strategic plan documents
- **August 2026**
  - **Finalize retreat documentation and strategic plan**
- **September 2026 – February 2027**
  - Optional implementation sessions

Project Costs

The FOUNDATION will perform the services outlined in this scope of work for a fixed fee of $23,281, subject to any modifications. This fee includes, but is not limited to, project management, travel and supply costs, project support, facilitation, meeting and project documentation, and UGA's required 10% indirect charge for administrative costs. A breakdown of the total fixed fee follows.

Strategic Planning	
• Phase 1 – Pre-planning	$8,138
• Phase 2 – Retreats	$9,765
• Phase 3 – Basic Report & Documents	$5,348
TOTAL	$23,281

Optional (Not included in the proposal):

1. Emergenetics Workshop	$5,350
2. Focus Groups ($2,000 per day)	$4,000
3. Follow-up Implementation Meetings (2)	$3,800
4. Trifold Designed Executive Summary	$7,000

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 23, 2026

AGENDA ITEM:

Resolution: Appointment of Hearing Examiner for Alcohol License Hearings
Consideration of adoption of a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings.

STAFF RECOMMENDATION:

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

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Section 4.29 of the Code of the City of Alpharetta allows the City Clerk to request the City Council appoint a hearing examiner to hold hearings and make findings and determinations as it relates to alcoholic beverage license hearings.

When appointed, a hearing examiner will perform the duties of the City Clerk under Section 4.28 and 4.29 of the Code.

The City Clerk requests that Jamie Bendall be appointed as hearing examiner for alcohol beverage license hearings through June 30, 2026.

ALTERNATIVES:

ATTACHMENTS:

1. 2026-02-23 Resolution Appointing Hearing Examiner for Alcohol Hearings

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA APPOINTING A HEARING EXAMINER FOR THE PURPOSE OF ALCOHOLIC BEVERAGE LICENSE HEARINGS

WHEREAS, Section 4.29 of the Code of the City of Alpharetta provides that in matters of alcoholic beverage license hearings, the City Clerk may request that the City Council appoint a hearing examiner to hold hearings and make findings and determinations;

WHEREAS, the appointed hearing examiner will perform the duties of the City Clerk under Section 4.28 and 4.29 of the Code of the City of Alpharetta; and

WHEREAS, the City Clerk requests that Jamie Bendall be appointed as hearing examiner by the City Council, for this purpose; and

WHEREAS, the appointment of Jamie Bendall as hearing examiner for alcohol beverage license hearings will terminate on June 30, 2026.

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

- Jamie Bendall is hereby appointed as hearing examiner for the purpose of alcohol beverage license hearings from the date of this Resolution June 30, 2026.

SO RESOLVED this ___ day of February 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 T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney