CITY COUNCIL MEETING & PUBLIC HEARING
JULY 20, 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. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 07/13/2026)
Approval of the City Council meeting minutes from the meeting of July 13, 2026.

B. Financial Management Report: Month Ending May 31, 2026
Approval of the Financial Management Report for the month ending May 31, 2026.

C. Agreement: Lionheart Works Memorandum of Understanding
Consideration and approval of a Memorandum of Understanding between the City of Alpharetta and The Lionheart Life Center, Inc., dba Lionheart WORKS for the continued rental of Crabapple Government Center, and with authorization for the Mayor to execute all necessary documents.

D. Agreement: Senior Services North Fulton Memorandum of Understanding
Consideration and approval of the Memorandum of Understanding between the City of Alpharetta and Senior Services North Fulton, Inc. for the continued rental of Crabapple Government Center, and with authorization for the Mayor to execute all necessary documents.

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. CU-26-07 St. Thomas Aquinas Catholic Church Columbarium
Consideration of a conditional use to allow 'Cemetery' use at St. Thomas Aquinas Catholic Church on 48.06 acres. A conditional use is requested to allow 'Cemetery' for a columbarium/memorial garden. The property is located at 535 Rucker Road and is legally described as being located in Land Lots 1241, 1279 & 1280, 2nd District, 2nd Section, Fulton County, Georgia.

C. MP-26-09/CU-26-08/V-26-13 Onelife Fitness/Delta Credit Union MP
Consideration of a master plan amendment, conditional use, and variance to allow for the construction of a 2 story, 55,000 square foot building to be used by Onelife Fitness on 6.25 acres in the North Point Overlay. A master plan amendment is requested to the Delta Credit Union Master Plan to add 'Athletic Facility' as a conditional use and a conditional use is requested to allow Onelife Fitness to operate an 'Athletic Facility' on the subject property. Variances are requested to Unified Development Code (UDC) Subsection 2.10.3(B) to allow parking between the building and the street and to increase the maximum building setback from Haynes Bridge Road and Rock Mill Road, and UDC Subsection 2.10.6(A)(3) to allow the impervious area of surface parking stalls to exceed the impervious area of the building. The property is located at 0 North Fulton Expressway and is legally described as being located in Land Lots 753, 754, 797 & 798, 1st District, 2nd Section, Fulton County, Georgia.

D. V-26-11 Brookside Concourse Landscape Strip Variance
Consideration of a variance request to eliminate a landscape strip requirement in order to allow for the subdivision of 2 office properties. A variance is requested from Unified Development Code Subsection 3.2.8(D)(4) to eliminate the 5' landscape strip requirement along property lines which do not adjoin a street. The property is located at 4300, 4400, 4325 & 4425 Alexander Drive and is legally described as being located in Land Lots 50, 82 & 83, 1st District, 1st Section, Fulton County, Georgia.

E. Ordinance: Fire Prevention and Protection Text Amendments
FIRST READING
Consideration of text amendments to Chapter 20, referred to as Fire Prevention and Protection, to amend provisions related to adoption of state minimum fire safety standards; definitions; appeals from decisions of the fire department; storage of explosives, blasting agents, and liquified petroleum gases; sprinkler installation requirements; outdoor burning regulations; emergency access for gated communities; emergency responders radio coverage and testing; special fire services and public safety plans; fire watch personnel and fire safety officer requirements; permit requirements for certain assembly events, temporary events, or planned activities; fire and life safety record retention; records reporting system requirements through the use of third-party inspection reporting software programs; compliance reporting; enforcement provisions; and for other purposes.

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

1. PH-26-04 Unified Development Code – Amendments Business & Recreational Vehicles
DEFERRED: This item has been deferred by the Planning Commission and will not be considered at this meeting.
Consideration of text amendments to Unified Development Code (UDC) Subsection 1.4 and UDC Subsection 2.5.4(B) to assign definitions and amend the locational parking requirements for business and recreational vehicles in residential zoning districts.

2. MP-26-08 5905 Windward Parkway Restaurant/Windward MP Pod 14
DEFERRED: This item has been deferred by the Applicant to the September 28, 2026 City Council meeting and will not be considered at this meeting.
Consideration of a master plan amendment to allow a free-standing 'Restaurant (no drive-thru)' on 3.75 acres in Windward. A master plan amendment is requested to the Windward Master Plan Pod 14A to allow a free-standing 'Restaurant (no drive-thru)' as a principal use on the property. The property is located at 0 Windward Parkway and is legally described as being located in Land Lot 1113, 2nd District, 1st Section, Fulton County, Georgia.

3. PH-26-12 Royal 400 Data Center - Change of Condition
DEFERRED: This item has been deferred by Staff and will not be considered at this meeting.
Consideration of a request to change a condition of zoning related to an expansion at an existing data center on 38.8 acres in the Royal 400 Master Plan. The applicant requests to reduce a 100' buffer to a 40' buffer along Kimball Bridge Road in order to accommodate a power substation. The property is located at 4905 North Point Parkway and is legally described as being located in Land Lots 850, 851, 858 & 859, 1st District, 2nd Section, Fulton County, Georgia.

6. NEW BUSINESS

A. Request for Proposal 26-116: Webb Bridge Road Design - Morris Road to East of North Point Pkwy
Consideration and approval of the award of RFP 26-116 for the design of Webb Bridge Road from Morris Road to East of North Point Pkwy and multiple intersection upgrades, such as adding traffic signals at the intersections of Douglas Road at Clubhouse Drive and North Point Pkwy at Tradewinds Pkwy to Lowe Engineers consulting firm with a contract term of 17-months from Notice to Proceed, in an amount not to exceed $281,000.00, and authorize the Mayor to execute all necessary documents.

B. Request For Qualifications (RFQ) 26-1001: Public Bike Share Program: Equipment, Operations, and Services for City of Alpharetta
Consideration to award RFQ 26-1001 to Tandem Mobility, LLC for Public Bike Share Program Services with a contract term of five-years and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of Understanding with the Alpharetta Convention and Visitors Bureau, Inc. for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of Understanding with True North 400 for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of

Understanding with PR Avalon Phase 1 Owner, LLC for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents.

C. Ordinance: Alcoholic Beverages Text Amendments
SECOND READING: The first reading occurred at the July 13, 2026 City Council meeting.
Consideration of an ordinance to amend Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta, Georgia. The proposed modifications will amend provisions related to alcohol service and consumption at publicly-owned facilities; to provide for severability; to provide for an effective date; and for other purposes.

D. Resolution: Authorization to Intervene and to Petition for Temporary Collection of Taxes
Consideration and approval of a resolution authorizing the City to intervene in Fulton County's Petition for Temporary Tax Collection Relief and to petition the Superior Court of Fulton County for an Order authorizing the immediate and temporary collection of municipal ad valorem taxes.

7. WORK SESSION ITEMS

A. Alcohol Ordinance Text Amendments
Discussion of proposed text amendments to Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT

STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 20, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 07/13/2026)
Approval of the City Council meeting minutes from the meeting of July 13, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes for the July 13, 2026 City Council meeting.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Acting City Clerk, Grace Orehosky, prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 13, 2026.

ALTERNATIVES:

Do not approve the City Council meeting minutes as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-07-13 CC Minutes

City Council Meeting & Public Hearing
JULY 13, 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 Pro Tem Merkel called the meeting to order at 6:30 p.m.

2. **ROLL CALL**

   - **Council Members**
     - Mayor Pro Tem Dan Merkel
     - T. Kirk Driskell
     - Katie Reeves
     - Douglas J. DeRito
     - John Hipes
     - Fergal M. Brady
   - **Absent**
     - Mayor Jim Gilvin
   - **Staff**
     - Chris Lagerbloom, City Administrator
     - John Robison, Assistant City Administrator
     - Molly Esswein, City Attorney
     - Grace Orehosky, Municipal Records Officer
     - Deanna McKay, Public Communication & Engagement Coordinator

- Adam Montgomery, Director of Information Technology
- Kathi Cook, Director of Community Development
- Pete Sewczwicz, Director of Public Works
- Brad Dekinger, Fire Chief
- Tom Harris, Director of Finance
- Charlie Jewell, Director of Economic Development
- Christine Young, Senior Operations Manager
- Kim Zane, Cultural Services Manager

3. PLEDGE TO THE FLAG

4. PROCLAMATIONS & PRESENTATIONS

   A. Proclamation Honoring Pat Fox

5. CONSENT AGENDA

   A. Special Called City Council Meeting Minutes (Meeting of 06/15/2026)

      Approval of the City Council meeting minutes from the Special Called meeting of June 15, 2026.

   B. City Council Meeting Minutes (Meeting of 06/15/2026)

      Approval of the City Council meeting minutes from the meeting of June 15, 2026.

   C. City Council Meeting Minutes (Meeting of 06/22/2026)

      Approval of the City Council meeting minutes from the meeting of June 22, 2026.

   D. Conflict Waiver: Jarrard & Davis, LLP Representation of Fulton County and the Fulton County Board of Registration and Elections

      Consideration of approval of a Conflict Waiver for Jarrard & Davis, LLP's representation of Fulton County and the Fulton County Board of Registration and Elections, and with authorization for the Mayor to execute all necessary documents.

   E. Conflict Waiver: Jarrard & Davis, LLP's Joint Representation of the City of Alpharetta and the City of Milton

Consideration and approval of a Conflict Waiver regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton as it relates to an Intergovernmental Agreement, Right-of-Way and Permanent Easement acquisition regarding the City of Milton's planned cross-jurisdictional improvement project on SR 140/Arnold Mill Road, a portion of which lies in Alpharetta's jurisdiction, and with authorization for the Mayor to execute all necessary documents.

F. Acceptance and ratification of Right-of-Way Deed and Temporary Easement: Dryden Road, Parcel 1

Consideration and approval of a Right-of-Way Deed and Temporary Construction Easement with Windward Mill, LLC for Dryden Road, Parcel 1, Tax Parcel No. 22 545011880570 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

G. Acceptance and ratification of Right-of-Way Deed and Temporary Easements: Dryden Road, Parcel 2

Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, and Temporary Construction Easement with Windward Crossings, LLC for Dryden Road, Parcel 2, Tax Parcel No. 21 549011120237 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

H. Acceptance and ratification of Right-of-Way Deed, Temporary Easements, and Permanent Easement: Dryden Road, Parcel 3

Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, Temporary Construction Easement, and Permanent Easement with AT&T Enterprises, LLC for Dryden Road, Parcel 3, Tax Parcel No. 21 550011760089 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

I. Final Order & Judgment: Cumming Street, Parcel 1

Consideration and approval of a Final Consent Order and Judgment in the total amount of $23,625.00 for Fulton County Tax Parcel No. 22 498212540439 in connection with Cumming Street, Parcel 1 (Property Owner: Jill Bernard) for Civil Action No.: 25-CV-011859.

PUBLIC COMMENTS:

- There were no public comments.

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

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

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Molly Esswein, read the public hearing procedures aloud.

B. Ordinance: Alcoholic Beverages Text Amendments

FIRST READING

Consideration of an ordinance to amend Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta, Georgia. The proposed modifications will amend provisions related to alcohol service and consumption at publicly-owned facilities; to provide for severability; to provide for an effective date; and for other purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Acting City Clerk, Grace Orehosky, came forward to present this item.
- At the City Council's direction, staff has undertaken a comprehensive update of Chapter 4 of the Code of the City of Alpharetta, referred to as the Alcoholic Beverage Ordinance. As part of these amendments, Section 4-257 was amended to include the Arts Center in the list of City-owned public facilities eligible for alcohol service and consumption under a Public Facilities Permit. This section is coming forward ahead of the remainder of the Chapter 4 amendments due to scheduled and anticipated events at the Arts Center. The additional changes in the section are to clarify the usage and eligibility of other select City-owned public facilities.
- Under the ordinance, select City-owned public facilities—including event spaces, community centers, and parks—may host events where alcohol is served, provided applicants obtain a Public Facilities Permit and meet all requirements related to licensing, service, safety, and oversight.
- While the Arts Center has functioned as a cultural and community-use venue, it was previously not fully included among locations permitted for alcohol service and

consumption. Adding this facility aligns the ordinance with actual use needs, supports arts programming, and provides consistency across City-owned event locations.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve the first reading of the Ordinance amending Chapter 4, Alcoholic Beverages.

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

C. Ordinance: Fire Prevention and Protection Text Amendments

FIRST READING

DEFERRED: This item has been deferred by Staff to the July 20, 2026 City Council meeting and will not be considered at this meeting.

Consideration of text amendments to Chapter 20, referred to as Fire Prevention and Protection, to amend provisions related to adoption of state minimum fire safety standards; definitions; appeals from decisions of the fire department; storage of explosives, blasting agents, and liquified petroleum gases; sprinkler installation requirements; outdoor burning regulations; emergency access for gated communities; emergency responders radio coverage and testing; special fire services and public safety plans; fire watch personnel and fire safety officer requirements; permit requirements for certain assembly events, temporary events, or planned activities; fire and life safety record retention; records reporting system requirements through the use of third-party inspection reporting software programs; compliance reporting; enforcement provisions; and for other purposes.

7. NEW BUSINESS

A. Intergovernmental Agreement: TSPLOST III Agreement between the City of Alpharetta and Fulton County

Consideration and approval of an Intergovernmental Agreement with Fulton County for TSPLOST III, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- TSPLOST is three quarters of a cent added to the County's sales tax dedicated for transportation projects. We are currently in TSPLOST II, and it expires March 31, 2027. TSPLOST III would then start on April 1, 2027, if approved in a referendum later this year in November. On June 1, 2026, Mayor and Council approved a TSPLOST III Project List and the list was sent to Fulton County. For reference, the TSPLOST III Project List for Alpharetta is below:
- Tier I ($60.8M):
    - Maintenance (citywide) - $30.8M
    - Academy Street Improvements (Presbyterian Church to FS 81) - $6.0M
    - Brookside Corridor- $4.0M
    - Clubhouse at Douglas Intersection Improvement - $0.75M
    - Hembree Road Corridor - $7M
    - Mansell Improvements (GA 400 to Old Roswell Road) - $3.25M
    - Mayfield Road Improvements - $5.0M
    - Northwinds Alpha Loop - $3.5M
    - Windward Sidewalk (Union Hill Road to McGinnis Ferry) - $4M
- Tier II ($10.7M)
    - Charlotte Mini-Roundabout - $0.5M
    - Haynes Bridge at Mansell Improvements - $2.5M
    - Kimball Bridge Road Widening (Northwinds Parkway to Westside Parkway) - $5.0M
    - Milton Ave Sidewalk - $2.7M
- Tier III ($10.7M)
    - Canton St Sidewalk (Mayfield to Vaughan) - $9.5M

- Debt Payment - $1.2M

- The next step in the process is for all the Cities to approve the attached IGA. The IGA outlines the anticipated revenue to be received by each City based on the population of each city based on the 2024 census data. The TSPLOST III referendum will take place on November 3, 2026 and in order for the County to have the measure on the ballot, the County must sign a resolution and call for a referendum no later than August 5, 2026.

- Between August and the vote in November, cities will be responsible for handling their own educational outreach to their citizens. Public Works is in the process of preparing illustrations of a handful of the proposed projects as well as prepared to discuss the vast array of maintenance items across the City.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Reeves offered a motion to approve an Intergovernmental Agreement with Fulton County for TSPLOST III, and authorize the Mayor to execute all necessary documents.

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

B. **Intergovernmental Agreement: SR 140/Arnold Mill Road Cross-Jurisdictional Improvement Project Agreement between the City of Alpharetta and the City of Milton**

Consideration and approval of an Intergovernmental Agreement between the City of Alpharetta and the City of Milton for a Cross-Jurisdictional Improvement Project located at SR 140/Arnold Mill Road at Green Road, a portion of which lies within the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.

- The City of Milton is embarking on an intersection improvement project on SR 140/Arnold Mill Road at Green Road. A portion of the project requires the acquisition of Right of Way and Permanent Easement upon certain real property located at 12460

Crabapple Road, Alpharetta, Georgia, identified as Parcel ID 22 386011660435. Pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Milton is prohibited from exercising these powers or providing any such service inside the boundaries of Alpharetta except by contract with Alpharetta.

- As it is in the best interest of the citizens of both Milton and Alpharetta to facilitate said intersection improvements to alleviate traffic congestion and enhance public safety, Alpharetta has been asked to consent to Milton to acquire, accept, and record the Right of Way and Permanent Easement across the Subject Property within Alpharetta's city limits for the sole purpose of constructing, operating, and maintaining the intersection improvements.
- Alpharetta has agreed to grant its express, advance consent for Milton to convey, dedicate, transfer, or deed any portion of the Right of Way and Permanent Easement acquired within Alpharetta's municipal limits under this Agreement directly to GDOT. Upon acquisition, Alpharetta shall have no obligation to maintain or fund any portion of the Easement or the Project assets contained therein.
- Milton, through its employees, agents, or contracted vendors, shall obtain any necessary land disturbance or right of way permits required by GDOT before commencing construction on the Subject Property. All work performed within Alpharetta's borders must comply with Alpharetta's standard specifications regarding traffic management, construction hours, and safety controls. Milton shall require its contractors to restore any portions of the Subject Property or adjacent Alpharetta right of way disturbed during construction to a condition equal to or better than its pre-construction state.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Reeves offered a motion to approve an Intergovernmental Agreement between the City of Alpharetta and the City of Milton for a Cross-Jurisdictional Improvement Project located at SR 140/Arnold Mill Road at Green Road, a portion of which lies within the City of Alpharetta, and authorize the Mayor to execute all necessary documents.

  - Council Member DeRito seconded the motion.

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

C. Resolution: Transfer of Property Interests Between the City of Alpharetta and Georgia Department of Transportation

Consideration and approval of a resolution approving the transfer of 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12297008550532 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) to Georgia Department of Transportation for the SR 400 Express Lanes Project (PI:0001757), and acceptance of a Quit Claim Deed from Georgia Department of Transportation to Alpharetta for +/-1.874 acres of Tax Parcel No.12260006902865 (Encore Parkway at Fanfare Way) for the Alpha Loop Project.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- Georgia Department of Transportation (GDOT) needs 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12 29700855053 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) for the SR 400 Express Lanes Project (PI:0001757). The City of Alpharetta needs +/-1.874 acres of Tax Parcel No. 12 260006902865 (Encore Parkway at Fanfare Way) for the AlphaLink Project. GDOT and the City have agreed that the best course of action is a "land swap." The City will transfer the required property to GDOT for the SR 400 Express Lanes Project, and GDOT will deed the required property to the City for the AlphaLink Project at no cost to either party.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Reeves offered a motion to adopt a resolution approving the transfer of 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12297008550532 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet

of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) to Georgia Department of Transportation for the SR 400 Express Lanes Project (PI:0001757), and acceptance of a Quit Claim Deed from Georgia Department of Transportation to Alpharetta for +/-1.874 acres of Tax Parcel No.12260006902865 (Encore Parkway at Fanfare Way) for the Alpha Loop Project, and authorize the Mayor to execute all necessary documents.

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

D. Purchase Approval: Small Government Enterprise Agreement and Annual Subscription with Environmental Systems Research Institute, Inc (ESRI)

Consideration of approval of the procurement of the small government enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of $66,600.00, and authorize the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- This agreement allows the City to deploy licenses to desktops and servers to support the Geographic Information Systems (GIS) needs of the City, including support for several systems that depend on location-based information.
- This Environmental Systems Research Institute, Inc. (ESRI) enterprise agreement annual subscription is funded in the 2027 operating budget. A single quote is provided because ESRI is the only provider of the ESRI annual subscription.
- This is the first year of a three-year agreement at a fixed cost that is renewed annually. The annual renewal of $66,600.00 is an increase of 6% over the previous three-year agreement.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member DeRito offered a motion to approve the small government enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of $66,600.00, and authorize the Mayor to execute all necessary documents.
  - Council Member Brady seconded the motion.
  - The motion was approved unanimously (6-0).

E. **Purchase Approval: Multifactor Authentication (MFA) Software as a Service (SaaS) Subscription with Verinext Corp.**

Consideration of approval of a purchase order to Verinext Corp., as the vendor to provide the annual MFA SaaS Subscription, in the amount of $53,947.05.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- The MFA SaaS subscription allows the City to secure employee and user logins by requiring all accounts to use an additional factor, or multifactor, as part of the authentication process. This process is a requirement for CJIS compliance and cyber insurance, and a cybersecurity best practice.
- This renewal is funded in the Fiscal Year 2027 budget, and three quotes were obtained. The lowest quote was provided by Verinext Corp. and is recommended for approval. Below is the breakdown of the quotes obtained. This renewal is $1,820.35 lower than the Fiscal Year 2026 renewal.

CDWG:	$54,300.00
SHI:	$57,920.00
Verinext:	$53,947.05

- Pursuant to Georgia codes 50-18-72 and 50-14-3, the cybersecurity details of this renewal do not require public release or discussion. The attached quotes have the cybersecurity details redacted.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member _____ offered a motion to approve a purchase order to Verinext Corp., as the vendor to provide the annual MFA SaaS Subscription, in the amount of $53,947.05, and authorize the Mayor to execute all necessary documents.
    - Council Member Reeves seconded the motion.
    - A discussion occurred during the motion.
    - The motion was approved unanimously (6-0).

F. Resolution: Incorporation of Brookside Park into the Big Creek Greenway System

Consideration and approval of a Resolution authorizing the incorporation of Brookside Park into the Big Creek Greenway System, and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Director of Community Development, Kathi Cook, came forward to present this item.
- Alpharetta owns a 30.66-acre parcel adjacent to the Big Creek Greenway and Brookside office park on the westside of Big Creek off Old Milton Parkway. Portman Holdings, LLC is redeveloping Brookside office park into Brookside Village adjacent to this city owned parcel. As part of their redevelopment, Portman Holdings, LLC has proposed construction of Brookside Park on the city owned parcel. Brookside Park will include a 10-foot-wide concrete multi-use trail, raised boardwalks, bridges, seating lookouts, open lawn areas, natural play zones, exercise equipment, a hammock forest, wayfinding signage, kiosks, and multiple look trail options open to the public. The new multi-use trail will tie into the existing Big Creek Greenway trail system to promote connectivity, public engagement, and community interaction.
- Once both phases of construction are complete, this resolution would allow Brookside Park to be incorporated into the Big Creek Greenway System.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Hipes offered a motion to adopt a Resolution authorizing the incorporation of Brookside Park into the Big Creek Greenway System, and authorize the Mayor to execute all necessary documents.

- Council Member Driskell seconded the motion.
- A discussion occurred during the motion.
- The motion was approved unanimously (6-0).

8. WORK SESSION ITEMS

- City Administrator, Chris Lagerbloom, introduced the items.

A. Discussion on Public Art — Dazzle and Discord

Discussion on Dazzle and Discord — Outdoor-On-Loan Exhibit for 2026-2028.

- Cultural Services Manager, Kim Zane, came forward to present this item for discussion.
- Arts Alpharetta President, Nancy Murphy, came forward to answer questions.
- Bi yearly, the City of Alpharetta contracts with Arts Alpharetta to produce the Outdoor On Loan Sculpture Exhibit. The 2026–2028 exhibit proposes a collection of (10) new sculptures, including (8) pieces for existing locations and (2) for newly added sites.
- The Cultural Arts Commission is requested to review each sculpture individually, considering artistic merit and location suitability, to determine which works should advance for recommendation to the Mayor and City Council. Recommendations may range from (1) sculpture to all (10) sculptures.
- Proposed sculpture installations are scheduled for approximately August–September 2026. Any changes to the proposed sculptures may have an impact on the overall project timeline, as the Call for Artists and curation process would need to be reopened and repeated for each sculpture not approved to move forward.
- Arts Alpharetta, Inc. provides turn key services for all aspects of the project, including artist outreach and communication (from issuing the call for artists to executing rental agreements and payments), curation, project budget management, installation, deinstallation, and marketing.
- Although Arts Alpharetta, Inc. is contracted to manage the Outdoor On Loan Sculpture Exhibit, the nonprofit organization dedicates all project funding directly to the exhibit and volunteers their organization's time to support the public art initiative.

- The City of Alpharetta, Arts Alpharetta, and the Alpharetta Convention & Visitors Bureau also partner to produce an Art Walk brochure, which serves both residents and visitors and supports the promotion of cultural tourism.

CITY COUNCIL DISCUSSION

- Several Council Members commented that the proposed placement of "A Crack in the Past" at the parking deck may be a concern due to line of sight issues.
- City Administrator, Chris Lagerbloom, offered a suggestion for placing "Urban Flow" by the parking deck and to place "A Crack in the Past" at Wills Park.
- There was a consensus of the City Council to move the placement of "A Crack in the Past" to Wills Park and leave the pad by the parking deck empty for the time being.

B. Discussion on Public Art — Lamp Post Gallery

Discussion and direction regarding a Yearly Outdoor Art Gallery on Lamp Posts.

- Cultural Services Manager, Kim Zane, came forward to present this item for discussion.
- Arts Alpharetta President, Nancy Murphy, came forward to answer questions.
- Arts Alpharetta, a local nonprofit dedicated to expanding arts engagement in the community, requests approval to create, fund, install, and maintain an annual outdoor art gallery using city-owned lamp posts.
- The proposal includes installing (42) original artwork banners at two locations along Kimball Bridge Road: Southeast corner of North Point Parkway & Southeast corner of Waters Road.
- The project adds public art to the east side of Alpharetta and is entirely turnkey through Arts Alpharetta, with consultation from City staff.
- Arts Alpharetta issued a public Call for Artists and submitted (45) artworks for public art review. A Public Art Review Committee—comprised of one Arts Alpharetta representative and three City Arts & Culture staff—reviewed all submissions and (42) artworks were approved.
- This initiative was developed with guidance from Midtown Alliance, whose outdoor gallery program includes more than 300 artworks across Atlanta. Their model informed the planning for this Alpharetta installation.

- The Alpharetta Convention and Visitors Bureau will support the project through funding and marketing. Cultural Services staff will provide oversight and consultation. The outdoor gallery will function as a walkable public art experience and will be added to the City's online Public Art Walk Story Map.
- The Public Art Review was held on March 10, 2026, and recommended approving the application with (42) artwork banners.

CITY COUNCIL DISCUSSION

- City Administrator, Chris Lagerbloom, asked Ms. Zane to clarify the actual number of banners that will be installed – the Staff Report indicated 42, but the presentation only indicated 21.
    - There will be a total of 21 banners (2 sponsor banners and 19 art posters).

9. **PUBLIC COMMENT**

- There were no public comments.

10. **REPORTS**

- Council Member Driskell commented on how incredible the drone show and fireworks were.

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

- There was not an executive session.

12. **ADJOURNMENT**

❖ Council Member Reeves offered a motion to adjourn the meeting.

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

- With there being no further items to consider or discuss, Mayor Pro Tem Merkel adjourned the meeting at 7:39 p.m.

Respectfully submitted,

Grace Orehosky

Grace Orehosky, Acting City Clerk

STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: July 20, 2026

AGENDA ITEM:

Financial Management Report: Month Ending May 31, 2026
Approval of the Financial Management Report for the month ending May 31, 2026.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending May 31, 2026.

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:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments $5,000 and greater; and
3. Purchase orders with an estimated cost between $5,000 and $50,000.

ALTERNATIVES:

ATTACHMENTS:

1. FY 2026 Financial Management Report (11-May)

THE CITY OF
ALPHARETTA
GEORGIA



Financial Management Reports

for the month ending

May 31, 2026

(period 11 of 12 - unaudited)





City of Alpharetta
Finance Department

2 Park Plaza,
Alpharetta, GA 30009

Thomas G. Harris,
Finance Director

678-297-6000

www.alpharetta.ga.us

Financial Management Reports
Fiscal Year 2026

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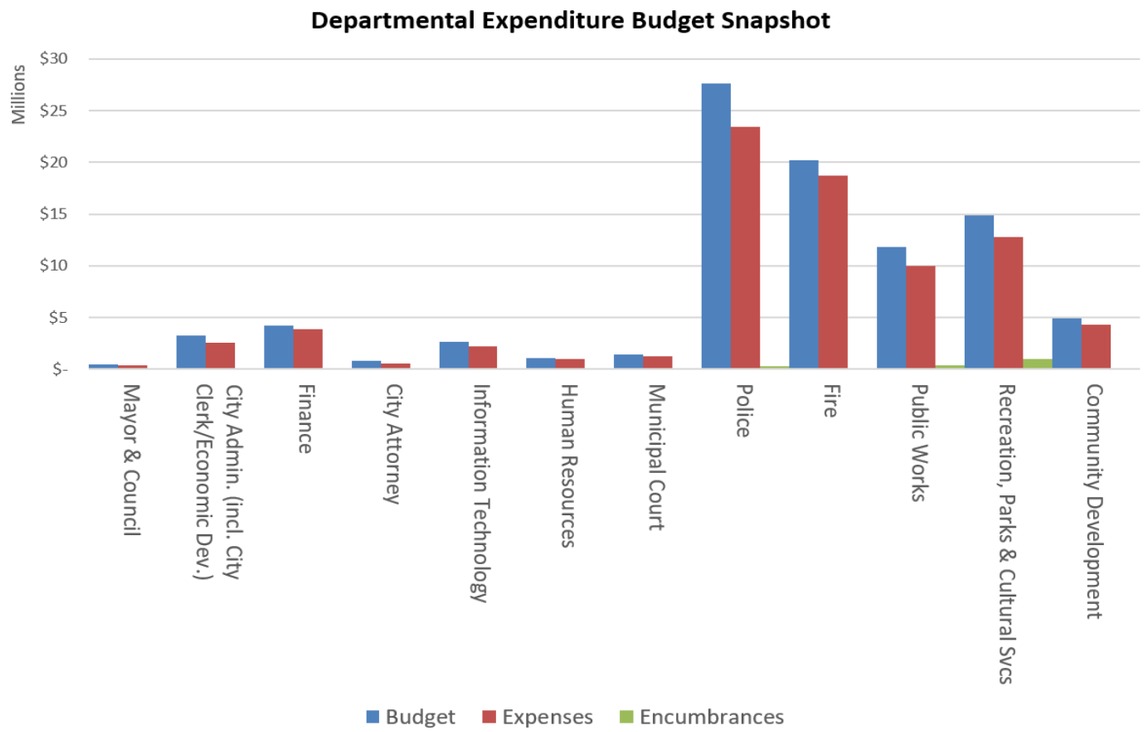
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended May 31, 2026

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes-Fees	↔	$533,915
Local Option Sales Taxes	↔	$759,500
Franchise Taxes	↑	$661,691
Insurance Premium Taxes	↔	$0
Alcohol Beverage Excise Taxes	↔	$0
Building Permit Fees	↑	$791,604
Business and Occupational Taxes	↓	($120,280)
Court/Traffic Fines	↔	($40,989)
Recreation/Special Event Fees	↓	($202,795)
Hotel/Motel Taxes (City portion)	↑	$187,500
Other Revenues	↑	$723,421
Minimum Surplus Goal Needed to Fund Capital: *($15M Annual Capital Need less $670,345 allocated in the annual budget and $4.9M allocated through TSPLOST)*		**$9.4M**
Less: Forecasted Revenue Gain		**$3.3M**
Less: Forecasted Expenditure Savings		**($4.0M)**
Favorable (Unfavorable) Net Surplus vs $15M Capital Need:		**($2.1M)**



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (Contingency)	↔	↔	$837,324
Special Revenue Funds			
Confiscated Assets Fund (DEA)	N/A	N/A	$230,888
Opioid Settlement Fund	N/A	N/A	$19,558
Emergency 911 Fund	↓	↔	$0
Impact Fee Fund	N/A	N/A	$1,178,809
Hotel/Motel Fund	↑	↑	$509,435
Hotel/Motel Fund (Debt Svc Reserve)	N/A	N/A	$1,500,000
Debt Service Fund	↔	↔	$856,008
Proprietary Funds			
Solid Waste Fund	↔	↔	$0
Risk Management Fund	↔	↔	$1,843,707
Medical Insurance Fund	N/A	N/A	$91,269

	Non-Allocated
Grant Funds	
Operating Grant Fund	$16,505
Capital Grant Fund	$31,677
Capital Project Funds	
Capital Project Fund	$3,421,434
Capital Project Fund (Grant Matching Reserve)	$0
Stormwater Capital Fund	$209,163
Series 2022 Bond Fund (Parks)	$297,023
Series 2022 Bond Fund (Potential Arbitrage)	$1,106,566
TSPLOST I Capital Fund	$1,939,099
TSPLOST II Capital Fund	$7,666,578
Blended Component Unit	
Development Authority Fund	$298,616

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund
$24.2M (25%)

Emergency 911 Fund
$259K (5%)

Sanitation Fund
$70K (1%)

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).

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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR

DATE: JULY 20, 2026

RE: FINANCIAL MANAGEMENT REPORTS AS OF MAY 31, 2026

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending May 31, 2026.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2026 revenues are budgeted at $98 million (net of Carryforward Fund Balance totaling $5 million). As of May 31, 2026, actual revenue collections total 96% or $94 million.

Trends (property digest valuations and collection trends) indicate a net gain over budget of $3.3 million with the following details:

• Property Taxes (current year):	$ 693,766
• Motor Vehicle Title Fees:	(175,000)
• Local Option Sales Taxes:	759,500
• Franchise Taxes:	661,691
• Building Permit Fees:	791,604
• Business and Occupational Taxes:	(120,280)
• Hotel Taxes (Alpharetta portion):	187,500
• Other:	494,786
Forecasted Gain:	$3,293,567

The FY 2026 budget for property taxes (General Fund) totals $34 million and represents 97% of the initial billing. Actual property tax collections (General Fund) in FY 2026 will total approximately $34.8 million, or 99% of the initial billing which is in line with historical collection averages.

Motor Vehicle Title Fee collections are trending -7% lower than FY 2025 ($3.7 million). Collection estimates for FY 2026 total $3.5 million ($175,000 less than budget). Motor Vehicle Taxes are trending -17% lower than FY 2025 ($50,970) and are estimated at $43,000 for FY 2026 (-$7,000 less than budget).

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
T. KIRK DRISKELL
JOHN HIPES
KATIE REEVES

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

Local Option Sales Tax collections are trending 4% higher than FY 2025 ($22.3 million). Collection estimates for FY 2026 total $23.2 million ($759,500 greater than budget).

The estimated gain in franchise tax collections includes multiple sources with the largest two variances as follows:

> Franchise taxes for electricity include two collections which are received annually in February (GA Power and Sawnee). FY 2026 collections total $6.3 million consisting of Swanee ($695,239; 11% growth over FY 2025) and GA Power ($5,600,039; 8% growth over FY 2025) and represents a gain over budget of $545,279.
>
> Franchise taxes for natural gas collections are trending 10% higher than FY 2025 ($669,720) and is estimated at $736,412 for FY 2026 ($56,412 greater than budget).

Building Permit Fee collections is trending 19% higher than FY 2025 ($2.5 million). This revenue source is non-standard in that it experiences high variability dependent upon development/construction trends occurring within the City. Current collection estimates indicate FY 2026 collections of $2.7 million ($791,604 greater than budget).

Business and Occupational Tax collections are trending 72% higher than FY 2025 ($1.2 million) due to rate adjustments approved during 2025. Collection estimates for FY 2026 total $2 million ($120,280 less than budget).

Hotel/Motel tax collections are discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of May 31, 2026, city departments (not including General Government[1]) have encumbered and expensed 89%, or $83 million, of their FY 2026 budget appropriations. Current estimates indicate savings of $4 million, compared to budget, across all General Fund operating expense accounts.

Contingency: The General Fund contingency balance totals $837,324.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total $98,930. Remaining appropriations are set aside for a non-allocated reserve ($16,505) and grant match reserve ($4,931).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total $69,686. Remaining appropriations are set aside for a non-allocated reserve ($31,677).

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total $7.5 million. Remaining appropriations are set aside for a non-allocated reserve ($3.4 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total $3.1 million. Remaining appropriations are set aside for a non-allocated reserve ($209,163).

[1] General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total $4.9 million. Remaining appropriations are set aside for a non-allocated reserve ($297,023) and a reserve for future arbitrage liability ($1.1 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total $6 million. Remaining appropriations are set aside for a non-allocated reserve ($1.9 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals $52 million and represents Tier-1 project funding.

Current project funding levels approximate 100% of forecasted revenue collections over the life of the 5-year tax (as provided by Georgia State University). For comparison purposes, TSPLOST 1 collections trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 122% of the original forecasted revenue collections and expectations are that collections will meet the 115% cap.

Unspent/unencumbered project appropriations total $21.3 million. Remaining appropriations are set aside for a non-allocated reserve ($7.7 million).

Hotel/Motel Fund: FY 2026 revenues are budgeted at $9.1 million (net of carryforward fund balance totaling $1.8 million).

Appropriations within the Hotel/Motel Fund are as follows:

- Alpharetta Convention & Visitor's Bureau (43.75% or $4 million).
- City of Alpharetta (37.5% or $3.4 million).
- Tourism Product Development (18.75%):
    - $1.5 million for debt service on the Series 2016 Convention Center Bonds.
    - $1.5 million for a debt service reserve (included herein to insulate the City from hotel tax fluctuations that may impact debt service funding in any given fiscal year).
    - $509,435 reserve available for appropriation by the City Council for allowable tourism product development uses.

Hotel tax collections are trending 4% higher than FY 2025 ($9.3 million) with estimates for FY 2026 totaling $9.6 million ($500,000 greater than budget). Alpharetta's share is $3.6 million ($187,500 increase over budget). However, included in the current year revenue collections is $395,032 from Priceline for the period of November 2021-June 2023. After adjusting for this prior-period revenue, the revised trend is slightly below FY 2025 (-1%).

E911 Fund: FY 2026 revenues are budgeted at $4.4 million (net of Carryforward Fund Balance totaling $53,594 and the General Fund subsidy totaling $564,175). As of May 31, 2026, the city collected 74%, or $3.2 million. E911 Fund collections (non-prepaid) are trending 3% higher than FY 2025 but the collections are volatile. For example, the non-prepaid collections for FY 2025 totaled $2.9 million which is only slightly higher than the collections posted in FY 2019 ($2.7

million). That said, personnel costs in FY 2019 totaled $2.5 million with the estimate for FY 2026 totaling $3.9 million.

E911 Fund revenues cannot sustain expenditure trends; accordingly, the FY 2026 adopted budget included a reallocation of $1 million in expenditure appropriations to the General Fund.

Furthermore, the FY 2026 mid-year budget proposal, which was approved in February 2026 and reflected herein, as well as the FY 2027 preliminary budget proposal includes subsidy requests to cover operations.

Other Items

Council Member Stipend Activity Listing: The FY 2026 budget includes appropriations of $9,200 for the Mayor and $8,000 for each City Council Post* and the available balances as of May 31, 2026, are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	$ 9,200	$ 8,426	$ 774
Post #1*: T. Kirk Driskell	$ 7,669	$ 2,480	$ 5,189
Post #2*: Katie Reeves	$ 7,669	$ 1,899	$ 5,770
Post #3: Doug DeRito	$ 8,000	$ 1,435	$ 6,565
Post #4: John Hipes	$ 8,000	$ 4,315	$ 3,685
Post #5: Fergal Brady	$ 8,000	$ 1,167	$ 6,833
Post #6: Dan Merkel	$ 8,000	$ 3,668	$ 4,332

**Post #1 and Post #2 have newly elected City Council Members (T. Kirk Driskell and Katie Reeves, respectively) that began service on January 1, 2026. Stipend expenditures for the period of July 1, 2025, through December 31, 2025, totaled $662 and has been removed from the table above.*

Development Authority[2] (Component Reporting Unit)

As of May 31, 2026, the Development Authority has $298,616 in forecasted resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

[2] The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
As of May 31, 2026

	Current Fiscal Year					Prior Fiscal Year		
	2026 Budget	2026 YTD	% Collected	2026 Estimated	Variance	2025 Actual	2025 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 34,075,000	$ 34,362,318	100.8%	$ 34,768,766	$ 693,766	$ 33,031,495	$ 32,745,418	99.1%
Delinquent	329,000	18,757	5.7%	351,149	22,149	423,173	309,120	73.0%
Motor Vehicle Tax	50,000	35,674	71.3%	43,000	(7,000)	50,970	42,806	84.0%
Motor Vehicle Title Fee	3,625,000	2,917,852	80.5%	3,450,000	(175,000)	3,722,481	3,120,571	83.8%
Local Option Sales Tax	22,440,500	19,433,427	86.6%	23,200,000	759,500	22,333,319	18,652,138	83.5%
Franchise Tax	7,130,000	7,454,960	104.6%	7,791,691	661,691	7,194,127	6,800,006	94.5%
Insurance Premium Tax	7,159,239	7,159,239	100.0%	7,159,239	0	6,279,075	6,279,075	100.0%
Alcohol Beverage Excise Tax	2,825,000	2,345,591	83.0%	2,825,000	-	2,812,914	2,341,662	83.2%
Building Permit Fees	1,900,000	2,547,432	134.1%	2,691,604	791,604	2,459,028	2,149,613	87.4%
Business and Occupational Tax	2,150,000	1,959,973	91.2%	2,029,720	(120,280)	1,162,682	1,136,578	97.8%
Court/Traffic Fines	2,275,000	2,026,497	89.1%	2,234,011	(40,989)	2,437,798	2,243,806	92.0%
Recreation/Special Event Fees	3,895,350	3,411,863	87.6%	3,692,555	(202,795)	3,666,434	3,423,492	93.4%
Hotel/Motel Tax (City portion)	3,412,500	3,298,289	96.7%	3,600,000	187,500	3,477,779	2,505,230	72.0%
subtotal	$ 91,266,589	$ 86,971,874	95.3%	$ 93,836,735	$ 2,570,146	$ 89,051,276	$ 81,749,516	91.8%
Other Revenues	6,465,869	6,567,314	101.6%	7,189,290	723,421	7,484,244	6,757,726	90.3%
Total Revenues	$ 97,732,458	$ 93,539,188	95.7%	$ 101,026,025	$ 3,293,567	$ 96,535,520	$ 88,507,242	91.7%
Carryforward Fund Balance	5,017,048							



GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Department
As of May 31, 2026

	Current Fiscal Year						Prior Fiscal Year		
	2026 Budget	2026 Encumbrances	2026 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2025 Exp. (Total)	2025 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 443,701	$ 1,039	$ 348,243	$ 94,419	78.7%	78.5%	$ 339,277	$ 305,584	90.1%
City Admin. (incl. City Clerk/Economic Dev.)	3,268,654	68,974	2,540,891	658,788	79.8%	77.7%	2,398,858	2,153,428	89.8%
Finance	4,240,525	26,834	3,918,787	294,904	93.0%	92.4%	4,008,240	3,692,239	92.1%
City Attorney	800,000	2,043	589,695	208,263	74.0%	73.7%	719,057	592,569	82.4%
Information Technology	2,636,061	10,432	2,188,944	436,685	83.4%	83.0%	2,355,024	2,176,492	92.4%
Human Resources	1,110,544	24,154	1,001,782	84,608	92.4%	90.2%	992,950	913,608	92.0%
Municipal Court	1,410,650	7,711	1,217,983	184,956	86.9%	86.3%	1,264,685	1,153,672	91.2%
Public Safety	-	-	-	-	-	-	42,214,823	38,559,832	91.3%
Police	27,595,621	310,156	23,448,079	3,837,386	86.1%	85.0%	-	-	-
Fire	20,242,597	58,448	18,753,569	1,430,580	92.9%	92.6%	-	-	-
Public Works	11,811,851	346,138	9,966,830	1,498,883	87.3%	84.4%	10,778,721	9,421,680	87.4%
Recreation, Parks & Cultural Svcs	14,917,302	993,523	12,827,120	1,096,659	92.6%	86.0%	14,565,991	12,326,354	84.6%
Community Development	4,884,783	12,530	4,297,690	574,563	88.2%	88.0%	4,458,793	4,069,932	91.3%
subtotal	$ 93,362,289	$ 1,861,981	$ 81,099,613	$ 10,400,695	88.9%	86.9%	$ 84,096,420	$ 75,365,389	89.6%
General Government:									
Insurance Premiums (Risk)	$ 1,060,500	$ -	$ 972,125	$ 88,375	91.7%	91.7%	$ 966,800	$ 886,233	91.7%
Gwinnett Tech Bond P&I	291,065	-	291,065	-	100.0%	100.0%	286,978	286,978	100.0%
Transfer(s) to other Funds	7,173,628	-	6,781,961	391,667	94.5%	94.5%	13,447,780	-	0.0%
Contingency	862,024	2,690	22,010	837,324	2.9%	2.6%	33,750	27,450	81.3%
subtotal	$ 9,387,217	$ 2,690	$ 8,067,161	$ 1,317,366	86.0%	85.9%	$ 14,735,308	$ 1,200,661	8.1%
Total Expenditures	$ 102,749,506	$ 1,864,671	$ 89,166,774	$ 11,718,060	88.6%	86.8%	$ 98,831,727	$ 76,566,050	77.5%

CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of May 31, 2026

	Current Fiscal Year						Prior Fiscal Year		
	2026 Budget	2026 Encumbrances	2026 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2025 Exp. (Total)	2025 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 39,260,192	$ -	$ 35,075,937	$ 4,184,255	89.3%	89.3%	$ 36,765,832	$ 32,929,120	89.6%
Overtime	3,187,532	-	3,650,714	(463,182)	114.5%	114.5%	3,718,642	3,292,236	88.5%
Group Insurance	10,417,576	-	8,732,321	1,685,255	83.8%	83.8%	8,998,599	8,307,608	92.3%
FICA and Social Security	3,251,722	-	2,831,857	419,865	87.1%	87.1%	2,951,904	2,632,624	89.2%
Defined Benefit Pension	3,782,091	-	3,782,091	-	100.0%	100.0%	3,537,725	3,537,725	100.0%
401(A) Retirement/Match	4,413,146	-	3,578,861	834,285	81.1%	81.1%	3,586,378	3,436,407	95.8%
(2) Other	1,967,870	-	1,832,398	135,472	93.1%	93.1%	1,846,107	1,769,077	95.8%
subtotal	$ 66,280,129	$ -	$ 59,484,178	$ 6,795,951	89.7%	89.7%	$ 61,405,188	$ 55,904,796	91.0%
Maintenance & Operations:									
Professional Services	$ 4,092,351	$ 655,536	$ 3,132,315	$ 304,501	92.6%	76.5%	$ 3,792,072	$ 3,160,496	83.3%
Legal Services	800,000	2,043	589,695	208,263	74.0%	73.7%	719,057	592,569	82.4%
Vehicle Fuel/Maintenance	1,513,000	2,651	1,178,936	331,413	78.1%	77.9%	1,445,526	1,294,412	89.5%
Maintenance Contracts	4,774,708	654,090	3,840,190	280,428	94.1%	80.4%	3,681,008	3,058,248	83.1%
IT Professional Services	5,484,289	194,307	4,240,658	1,049,325	80.9%	77.3%	3,661,422	3,401,461	92.9%
General Supplies	1,318,738	120,074	1,029,091	169,572	87.1%	78.0%	1,284,590	1,114,599	86.8%
Utilities	3,437,875	-	3,094,607	343,268	90.0%	90.0%	3,542,059	2,970,667	83.9%
Insurance Premiums (Risk)	1,060,500	-	972,125	88,375	91.7%	91.7%	966,800	886,233	91.7%
Other	4,000,193	230,291	2,965,329	804,573	79.9%	74.1%	3,614,548	2,945,957	81.5%
subtotal	$ 26,481,654	$ 1,858,991	$ 21,042,945	$ 3,579,718	86.5%	79.5%	$ 22,707,081	$ 19,424,643	85.5%
Capital/Leases/Other:									
Fire Vehicle/Equip. Leases	$ 1,005,116	$ -	$ 1,005,108	$ 8	100.0%	100.0%	$ 779,059	$ 779,059	100.0%
Equipment/Capital	648,390	2,990	528,132	117,268	81.9%	81.5%	160,361	131,594	82.1%
Other	7,500	-	11,374	(3,874)	151.7%	151.7%	11,531	11,531	100.0%
subtotal	$ 1,661,006	$ 2,990	$ 1,544,615	$ 113,401	93.2%	93.0%	$ 950,951	$ 922,184	97.0%
General Government:									
Gwinnett Tech Bond P&I	$ 291,065	$ -	$ 291,065	$ -	100.0%	100.0%	$ 286,978	$ 286,978	100.0%
Transfer(s) to other Funds	7,173,628	-	6,781,961	391,667	94.5%	94.5%	13,447,780	-	0.0%
Contingency	862,024	2,690	22,010	837,324	2.9%	2.6%	33,750	27,450	81.3%
subtotal	$ 8,326,717	$ 2,690	$ 7,095,036	$ 1,228,991	85.2%	85.2%	$ 13,768,508	$ 314,428	2.3%
Total Expenditures	$ 102,749,506	$ 1,864,671	$ 89,166,774	$ 11,718,060	88.6%	86.8%	$ 98,831,727	$ 76,566,050	77.5%

Notes:

(1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.

(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenues										
Public Safety										
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2317	2023 BULLETPROFF VEST (DOJ)	17,000	14,835	-	2,165	2,165	2,165		0
22031150-331110	G2509	2024 BULLETPROOF VEST (DOT)	13,334	-	-	13,334	13,334	12,138		1,196
22031150-331110	G2605	2025 BULLETPROOF VEST (DOJ)	16,993	-	-	16,993	16,993	-		16,993
		subtotal			***$ -***	***$ 32,492***	***$ 32,492***	***$ 14,303***		***$ 18,189***
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	391,324	341,324	$ -	$ 50,000	$ 50,000	$ 89,250		$ (39,250)
22061150-371000	C2234	ARTS CENTER (CERAMICS)	5,828	3,627	-	2,201	2,201	2,201		-
22061150-347509	C2308	MUSIC MATCH SPONSORSHIPS	6,090	3,145	-	2,945	3,260	3,436		(176)
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	6,476	6,476	-	-	-	-		-
22061150-371000	C2528	SENIOR TALENT SHOW	2,500	2,500	-	-	-	-		-
22061150-336000	G2508	FC ARTS & CULTURE	9,000	9,000	-	-	-	-		-
22061150-371000	G2604	GRPA ATL HAWKS	2,380	-	-	2,380	2,380	2,380		-
22061150-371000	C2617	COMM AGR FACILITY RENOVATION	8,821	-	-	8,821	8,821	8,820		1
		subtotal			***$ -***	***$ 66,347***	***$ 66,662***	***$ 106,087***		***$ (39,425)***
General Government										
22090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 4,640		$ (4,640)
22090200-362000		REALIZED GAIN/LOSS			-	-	-	(36)		36
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	567		(567)
22090200-395000		CARRYFORWARD FUND BALANCE			-	169,181	169,181	-		169,181
		subtotal			***$ -***	***$ 169,181***	***$ 169,181***	***$ 5,171***		***$ 164,010***
		Total			**$ -**	**$ 268,020**	**$ 268,335**	**$ 125,561**		**$ 142,774**

CITY OF ALPHARETTA

Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	24,002	10,300	$ -	$ 13,702	$ 13,702	$ 13,702	$ -	$ -
		subtotal			***$ -***	***$ 13,702***	***$ 13,702***	***$ 13,702***	***$ -***	***$ -***
Public Safety										
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440
22031150-542100	C2317	2023 BULLETPROOF VEST (DOJ)	34,000	34,000	-	-	-	-	-	-
22031150-542100	G2509	2024 BULLETPROOF VEST (DOT)	26,669	14,653	-	12,016	12,016	12,013	-	3
22031150-542100	G2605	2025 BULLETPROOF VEST (DOJ)	33,986	-	-	33,986	33,986	1,095	-	32,891
		subtotal			***$ -***	***$ 52,442***	***$ 52,442***	***$ 13,108***	***$ -***	***$ 39,334***
Public Works										
22041100-522240	G2512	KEEP AMERICA BEAUTIFUL	10,001	5,433	$ -	$ 4,568	$ 4,568	$ 387	$ -	$ 4,181
		subtotal			***$ -***	***$ 4,568***	***$ 4,568***	***$ 387***	***$ -***	***$ 4,181***
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	367,515	220,549	$ -	$ 146,966	$ 146,966	$ 57,800	$ 50,000	$ 39,166
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	250	-	-
22061150-531100	C2234	ARTS CENTER (CERAMICS)	8,894	3,267	-	5,627	5,627	-	5,627	-
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	695	-	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	12,883	8,315	-	4,568	4,568	-	3,150	1,418
22061150-531100	C2528	SENIOR TALENT SHOW	6,130	-	-	6,130	6,130	2,500	-	3,630
22061150-531100	G2604	GRPA ATL HAWKS	2,380	-	-	2,380	2,380	-	-	2,380
22061150-541300	C2617	COMM AGR FACILITY RENOVATION	8,821	-	-	8,821	8,821	-	-	8,821
22061150-521200	G2508	FC ARTS & CULTURE	9,000	8,250	-	750	750	750	-	-
		subtotal			***$ -***	***$ 176,187***	***$ 176,187***	***$ 61,995***	***$ 58,777***	***$ 55,415***
Non-Allocated										
22090200-579000		CONTINGENCY			$ -	$ 16,505	$ 16,505	$ -	$ -	$ 16,505
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	4,931	4,931	-	-	4,931
		subtotal			***$ -***	***$ 21,436***	***$ 21,436***	***$ -***	***$ -***	***$ 21,436***
		Total			**$ -**	**$ 268,335**	**$ 268,335**	**$ 89,192**	**$ 58,777**	**$ 120,366**

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue										
Public Works										
34041100-334310	G2600	FY 2026 LRA GRANT (MILLING/RESURFACING)	576,107	-	$ -	$ 576,107	$ 576,107	$ -		$ 576,107
34041100-334310	G2601	FY 2026 LMIG GRANT	781,162	-	-	781,162	781,162	$ 781,162		0
34041100-334310	G2602	FY 2026 LRA GRANT (BRIDGE MAINT.)	275,000	-	-	275,000	275,000	-		275,000
		subtotal			***$ -***	***$ 1,632,269***	***$ 1,632,269***	***$ 781,162***		***$ 851,107***
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	$ -	$ 69,686	$ 69,686			$ 69,686
34061150-331310	G2507	LWCF GRANT (N PARK LIGHTING)	420,812	-	-	420,812	420,812	-		420,812
34061150-331350	G2603	ADA-AAC PARKING LOT CDBG GRANT	110,000	-	-	110,000	110,000	-		110,000
		subtotal			***$ -***	***$ 600,498***	***$ 600,498***	***$ -***		***$ 600,498***
General Government										
34090200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 36,977		$ (36,977)
34090200-362000		REALIZED GAIN/LOSS			-	-	-	(218)		218
34090200-363000		UNRELIZED GAIN/LOSS			-	-	-	2,623		(2,623)
34090200-395000		CARRYFORWARD FUND BALANCE			-	31,677	31,677	-		31,677
		subtotal			***$ -***	***$ 31,677***	***$ 31,677***	***$ 39,383***		***$ (7,706)***
		Total			**$ -**	**$ 2,264,444**	**$ 2,264,444**	**$ 820,545**		**$ 1,443,899**
Expenditures										
Public Works										
34041100-541410	G2600	FY 2026 LRA GRANT (MILLING/RESURFACING)	576,107	-	$ -	$ 576,107	$ 576,107	$ 476,149	$ 99,958	$ -
34041100-541410	G2601	FY 2026 LMIG GRANT	781,162	-	-	781,162	781,162	781,162	-	-
34041100-541410	G2602	FY 2026 LRA GRANT (BRIDGE MAINT.)	275,000	-	-	275,000	275,000	275,000	-	-
		subtotal			***$ -***	***$ 1,632,269***	***$ 1,632,269***	***$ 1,532,311***	***$ 99,958***	***$ -***

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Recreation, Parks & Cultural Services										
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	$ -	$ 69,686	$ 69,686	$ -	$ -	$ 69,686
34061150-541500	G2507	LWCF GRANT (N PARK LIGHTING)	420,812	-	-	420,812	420,812	50,907	369,905	0
34061150-541500	G2603	ADA-AAC PARKING LOT CDBG GRANT	110,000	-	-	110,000	110,000	-	110,000	-
		subtotal			***$ -***	***$ 600,498***	***$ 600,498***	***$ 50,907***	***$ 479,905***	***$ 69,686***
Non-Allocated										
34090200-579000		CONTINGENCY			$ -	$ 31,677	$ 31,677	$ -	$ -	$ 31,677
		subtotal			***$ -***	***$ 31,677***	***$ 31,677***	***$ -***	***$ -***	***$ 31,677***
		Total			**$ -**	**$ 2,264,444**	**$ 2,264,444**	**$ 1,583,218**	**$ 579,863**	**$ 101,363**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrance	FY 2026 Available Budget
Revenue										
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	$ -	$ 241,538	$ 241,538	$ -		$ 241,538
30131150-332200	C2526	TESLA FLEET TAX CREDIT FY2025	30,000	-	-	30,000	30,000	-		30,000
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,926	217,707	-	116,219	116,219	-		116,219
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	1,930,001	429,981	-	1,500,020	1,500,020	-		1,500,020
30161150-371000	C0922	SYNTHETIC TURF (AMBUSH)	14,100	7,050	-	7,050	7,050	7,050		-
30161150-371000	C1911	EQUESTRIAN CENTER	1,978,374	-	-	1,978,374	1,978,374	1,000,000		978,374
30161150-371000	C1929	COMM AG PROGRAM	139,471	122,164	-	17,307	17,307	20,047		(2,740)
30161150-371000	C2010	MEMORIAL PARK ENHANCEMENTS	13,000	-	-	13,000	13,000	13,000		-
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	522,347	224,334	-	298,013	298,013	292,888		5,125
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA	59,555	-	-	59,555	59,555	59,555		1
30161150-371000	C2612	WILLS PARK FIELD 5	282,143	-	-	282,143	282,143	-		282,143
30174150-337000	C0910	TREE REPLACEMENT FUND	1,383,150	1,383,150	-	-	-	604,460		(604,460)
		subtotal			***$ -***	***$ 4,543,219***	***$ 4,543,219***	***$ 1,996,999***		***$ 2,546,220***
Non-Departmental										
30190200-361000		INTEREST EARNINGS			$ 300,000	$ 130,000	$ 430,000	$ 440,536		$ (10,536)
30161150-361000	C1911	INTEREST EARNINGS (EQUESTRIAN CENTER)			-	-	-	14,537		(14,537)
30190200-362000		REALIZED GAIN/LOSS			-	-	-	(4,019)		4,019
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	60,986		(60,986)
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			6,208,340	(1,573,887)	4,634,453	4,634,453		-
30190200-395000		CARRYFORWARD FUND BALANCE			3,405,000.00	15,044,772	18,449,772	-		18,449,772
		subtotal			***$ 9,913,340***	***$ 13,600,885***	***$ 23,514,225***	***$ 5,146,493***		***$ 18,367,732***
		Total			**$ 9,913,340**	**$ 18,144,104**	**$ 28,057,444**	**$ 7,143,492**		**$ 20,913,952**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrance	FY 2026 Available Budget
Expenditures										
Administration										
30113230-544100	C1300	CITY ECONOMIC DEVELOPMENT INITIATIVES	143,750	-	$ 100,000	$ 43,750	$ 143,750	$ -	$ 100,000	$ 43,750
		subtotal			***$ 100,000***	***$ 43,750***	***$ 143,750***	***$ -***	***$ 100,000***	***$ 43,750***
Information Technology										
30117400-542400	C1103	NETWORK AND VOIP	717,680	496,812	$ -	$ 220,868	$ 220,868	$ 44,237	$ 15,000	$ 161,631
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	503,653	-	6,350	6,350	-	-	6,350
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	4,290,171	3,629,910	397,800	262,461	660,261	203,196	29,576	427,489
30117400-542400	C1519	WIRELESS ACCESS POINTS	100,000	-	-	100,000	100,000	100,000	-	-
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	166,910	-	233,235	233,235	37,795	-	195,440
30117400-544200	C2201	CITY COUNCIL A/V REPLACEMENT	61,000	-	61,000	-	61,000	55,674	-	5,326
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	35,500	-	14,500
30117400-542400	C2600	DATA CTR SERVER REPLACEMENT	500,000	-	500,000	-	500,000	460,639	3,000	36,361
		subtotal			***$ 958,800***	***$ 872,914***	***$ 1,831,714***	***$ 937,041***	***$ 47,576***	***$ 847,097***
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,863,578	9,840,237	$ -	$ 23,341	$ 23,341	$ 23,341	$ -	$ -
30131150-541300	C1229	PS ROOF REPAIR/REPLACE	70,000	-	-	70,000	70,000	$ -	$ 64,560	5,440
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,497,154	-	16,771	16,771	14,656	-	2,115
30131150-542400	C2052	SECURITY SYSTEM REFRESH	472,060	378,352	-	93,708	93,708	73,727	-	19,981
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	908,920	-	1,341,081	1,341,081	3,161	1,335,263	2,658
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,502	425,736	-	23,766	23,766	22,736	-	1,030
30131150-542400	C2406	REAL TIME CRIME CENTER	128,901	44,343	-	84,558	84,558	-	-	84,558
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	63,382	59,866	-	3,516	3,516	-	-	3,516
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1
30131150-541300	C2501	FS81 RENOVATIONS	3,096,251	96,358	-	2,999,893	2,999,893	179,483	2,813,379	7,031
30131150-541300	C2502	2972 WB RD RENOVATIONS	234,133	156,920	-	77,213	77,213	73,473	-	3,740
30131150-542200	C2504	FY2025 FLEET REPLACEMENT	1,558,689	35,469	-	1,523,220	1,523,220	340,695	865,517	317,008
30131150-542200	V2505	FY2025 FIRE LT VEHICLE	50,000	-	-	50,000	50,000	43,118	6,882	0
30131150-542100	C2506	FIRE TRUCK EQUIPMENT	187,662	75,000	112,662	-	112,662	58,899	-	53,763

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrance	FY 2026 Available Budget
30131150-542200	C2526	TESLA FLEET (FY2025)	346,311	345,908	-	403	403	403	-	0
30131150-542200	C2601	FY 2026 FLEET REPLACEMENT	1,600,000	-	1,600,000	-	1,600,000	90,716	336,121	1,173,163
30131150-542100	C2602	GATE SYSTEM REPAIR	32,000	-	32,000	-	32,000	-	-	32,000
30131150-542100	C2603	EV FAST CHARGER	260,000	-	260,000	-	260,000	260,000	-	-
30131150-542400	C2604	CAMERA MGMT PROGRAM	225,000	-	225,000	-	225,000	-	-	225,000
30131150-542100	C2605	FARO SCANNER	-	-	75,500	(75,500)	-	-	-	-
30131150-542200	C2616	JAIL OPERATIONS FLEET	50,150	-	-	50,150	50,150	-	-	50,150
		subtotal			***$ 2,305,162***	***$ 6,523,658***	***$ 8,828,820***	***$ 1,184,408***	***$ 5,663,259***	***$ 1,981,153***
Public Works										
30141100-541200	C0910	TREE REPLACEMENT FUND	$ 2,126,303	$ 1,535,636	$ -	$ 590,667	$ 590,667	$ 39,303	$ 19,888	$ 531,477
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	481,823	266,994	-	214,829	214,829	19,863	17,622	177,344
30141100-541410	C1207	BRIDGE MAINTENANCE	1,115,212	760,840	-	354,372	354,372	323,151	19,702	11,519
30141100-541410	C1208	MAST ARM MAINTENANCE	105,000	34,700	60,000	10,300	70,300	-	37,400	32,900
30141100-541410	C1215	STRIPING & SIGNAGE	2,494,666	2,476,657	-	18,009	18,009	16,678	-	1,331
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	663,585	577,602	50,000	35,983	85,983	43,702	-	42,281
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	974,269	954,066	-	20,203	20,203	16,323	3,880	-
30141100-541410	C1219	MILLING AND RESURFACING	28,695,922	28,304,837	-	391,085	391,085	371,596	19,295	194
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	1,357,079	1,144,002	200,000	13,077	213,077	132,076	13,732	67,269
30141100-541410	C1221	DESIGN SERVICES	1,113,301	1,014,137	45,000	54,164	99,164	55,823	7,008	36,333
30141100-542200	C1223	FLEET REPLACEMENT	2,420,224	1,736,045	395,000	289,179	684,179	674,654	-	9,525
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,699,772	1,201,123	165,000	333,649	498,649	29,772	90,605	378,272
30141100-541420	C1801	SIDEWALK MAINTENANCE & REPAIR	240,001	164,811	-	75,190	75,190	74,582	-	608
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	277,374	253,783	-	23,591	23,591	16,052	-	7,539
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	550,003	547,546	-	2,457	2,457	-	-	2,457
30141100-541300	C1904	PW HQ RENOVATIONS	90,000	-	90,000	-	90,000	80,684	-	9,316
30141100-541300	C1906	CITY HALL RENOVATIONS	97,500	36,060	32,500	28,940	61,440	19,635	-	41,805
30141100-541300	C2003	HVAC REPLACEMENTS	591,730	491,730	100,000	-	100,000	34,236	65,595	169
30141100-541300	C2004	GENERATOR REPLACEMENT	35,499	-	100,000	(64,501)	35,499	35,499	-	-

CITY OF ALPHARETTA

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Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrance	FY 2026 Available Budget
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,003	112,571	-	57,432	57,432	3,396	-	54,036
30141100-541410	C2048	STREETLIGHT MAINTENANCE	434,080	301,748	-	132,332	132,332	26,672	-	105,660
30141100-541500	C2050	REC FACILITY MAINTENANCE	205,000	155,000	50,000	-	50,000	23,240	26,760	-
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	381,308	299,219	50,000	32,089	82,089	16,680	10,295	55,114
30141100-541410	C2104	WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	229,165	-	104,760	104,760	-	104,760	-
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	1,930,002	639,191	-	1,290,811	1,290,811	289,149	1,001,641	21
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,001	106,191	-	258,810	258,810	-	35,638	223,172
30141100-541200	C2409	SR9 LANDSCAPING	-	-	740,000	(740,000)	-	-	-	-
30141100-542100	C2410	WINTER WEATHER EQUIPMENT	65,000	-	-	65,000	65,000	47,880	-	17,120
30141100-541410	C2509	BRICK PAVER MAINTENANCE/REPAIR	50,001	26,399	-	23,602	23,602	23,051	-	551
30141100-544200	C2510	DOWNTOWN BUS SHELTERS	6,920	3,970	-	2,950	2,950	-	-	2,950
30141100-541300	C2511	FACILITY ASSESSMENT/RENOVATIONS	339,647	-	150,000	189,647	339,647	-	189,647	150,000
30141100-541300	C2512	PS FACILITY MAINTENANCE	174,999	74,999	100,000	-	100,000	46,867	49,400	3,734
30141100-542200	C2513	FY 2025 FORESTRY ASST VEHICLE	50,000	43,915	-	6,085	6,085	1,878	-	4,207
30141100-541410	G2601	FY 2026 LMIG GRANT	234,349	-	-	234,349	234,349	234,349	-	-
30141100-542100	C2611	STAND-ON COMPACT LOADER	50,000	-	50,000	-	50,000	50,000	-	-
		subtotal			***$ 2,377,500***	***$ 4,049,061***	***$ 6,426,561***	***$ 2,746,789***	***$ 1,712,869***	***$ 1,966,903***
Recreation, Parks & Cultural Services										
30161150-541200	C1210	TREE MAINT-PLANTING-REMOVAL	$ 809,757	$ 584,757	$ 225,000	$ -	$ 225,000	$ 177,383	$ 4,749	$ 42,868
30161150-541500	C1221	DESIGN SERVICES	260,425	220,669	25,000	14,756	39,756	8,243	15,345	16,168
30161150-542200	C1232	FLEET	534,010	520,838	-	13,172	13,172	-	-	13,172
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	1,195,788	1,019,830	50,000	125,958	175,958	47,354	-	128,604
30161150-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	9,887	-	19,974
30161150-541500	C1614	THE STORIES PROJECT	85,000	78,065	-	6,935	6,935	-	-	6,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	1,438,594	488,071	250,000	700,523	950,523	17,408	-	933,115
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	1,182,213	986,650	146,000	49,563	195,563	148,627	21,306	25,631
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	808,640	738,640	70,000	-	70,000	70,000	-	-
30161150-544100	C1807	PUBLIC ARTS PROGRAM	386,000	303,840	45,000	37,160	82,160	45,000	-	37,160
30161150-541500	C1911	EQUESTRIAN CENTER	1,978,374	-	-	1,978,374	1,978,374	437,203	1,541,171	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	149,904	149,500	-	404	404	-	-	404

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30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	139,475	104,993	-	34,482	34,482	12,637	-	21,845
30161150-541500	C2010	PARK ENHANCEMENTS	675,389	660,305	-	15,084	15,084	14,201	-	883
30161150-541500	C2035	NORTH PARK RESTROOM 1 - 4	271,180	-	255,000	16,180	271,180	-	266,097	5,083
30161150-541500	C2051	FOUNTAIN MAINTENANCE	86,306	81,606	-	4,700	4,700	4,700	-	-
30161150-541500	C2202	ATHLETIC COURTS RESURFACING	198,433	175,655	-	22,778	22,778	-	-	22,778
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	-	69,686	69,686		-	69,686
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	125,000	-	125,000	-	125,000	-	-	125,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	522,430	7,411	-	515,019	515,019	515,019	-	-
30161150-541500	C2411	PARK TRAIL MAINTENANCE	300,000	194,005	100,000	5,995	105,995	-	96,505	9,490
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,001	29,122	-	879	879	878	-	1
30161150-544100	C2415	PUBLIC ART FUND (CITY LOCATIONS)	82,500	-	25,000	57,500	82,500	2,020	-	80,480
30161150-544100	C2416	PUBLIC ART DEV (CITY PROP)	20,000	-	10,000	10,000	20,000	-	-	20,000
30161150-544100	C2417	PUBLIC ART IN PARKS	40,001	10,111	20,000	9,890	29,890	17,997	9,450	2,443
30161150-541500	C2426	MAYFIELD PARK - MILTON IGA	124,556	123,962	-	594	594	204	-	390
30161150-541500	C2514	INNOV ACADEMY SOCCER	40,001	36,182	-	3,819	3,819	3,819	-	-
30161150-541500	C2515	PARK SECURITY IMPROVEMENTS	124,000	-	44,000	80,000	124,000	-	-	124,000
30161150-541500	C2612	WILLS PARK FIELD 5 TURF	382,143	-	100,000	282,143	382,143	5,289	372,143	4,712
30161150-541500	C2613	WB MIDDLE - FOOTBALL FIELD	50,000	-	50,000	-	50,000	-	-	50,000
30161150-521200	C2622	USA 250 CELEBRATION	83,638	-	-	83,638	83,638	-	83,638	-
30161150-541500	G2507	LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,164	-	398,837	398,837	(50,257)	369,905	79,189
30161150-541500	G2603	ADA-AAC PARKING LOT-CITY FUNDING	153,188	-	-	153,188	153,188	838	152,350	0
		subtotal			***$ 1,540,000***	***$ 4,721,118***	***$ 6,261,118***	***$ 1,488,448***	***$ 2,932,659***	***$ 1,840,011***

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Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrance	FY 2026 Available Budget
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	523,552	315,748	$ -	$ 207,804	$ 207,804	$ -	$ -	$ 207,804
30174150-541410	C1603	DESIGN SERVICES	711,108	517,284	63,600	130,224	193,824	30,226	21,958	141,641
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	10,838	-	1,862	1,862	-	-	1,862
30174150-544100	C2403	SOUTH MAIN DISTRICT	200,000	36,607	-	163,393	163,393	12,750	3,643	147,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	300,000	6,863	-	293,137	293,137	-	21,637	271,500
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,001	37,128	-	2,873	2,873	2,241	631	1
30174150-544100	C2500	DWTN WAYFINDING SIGNAGE	33,692	32,538	-	1,154	1,154	-	-	1,154
30174150-544200	C2516	MILTON AVE LIGHTING	50,000	-	-	50,000	50,000	9,600	-	40,400
30174150-541410	C2517	ENTRY MONUMENTS	50,000	-	-	50,000	50,000	17,951	6,762	25,287
30174150-521200	C2527	NF COMP TRANSPORTATION PLAN	60,000	-	-	60,000	60,000	42,880	-	17,120
30174150-521200	C2614	COMPREHENSIVE PLAN UPDATE	120,000	-	120,000	-	120,000	112,801	4,980	2,219
		subtotal			***$ 183,600***	***$ 960,447***	***$ 1,144,047***	***$ 228,448***	***$ 59,610***	***$ 855,988***
Non-Departmental										
30190200-579000		NON-ALLOCATED			$ 2,448,278	$ 973,156	$ 3,421,434	$ -	$ -	$ 3,421,434
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
		subtotal			***$ 2,448,278***	***$ 973,156***	***$ 3,421,434***	***$ -***	***$ -***	***$ 3,421,434***
		Total			**$ 9,913,340**	**$ 18,144,104**	**$ 28,057,444**	**$ 6,585,134**	**$ 10,515,973**	**10,956,337**

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Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of May 31, 2026

Account #	Project	Fiscal Years 2017-2025 Total Project Authorization	Fiscal Years 2017-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	696,501	596,501	$ 100,000	$ -	$ 100,000	$ 93,671		$ 6,329
30290200-362000	REALIZED GAIN/LOSS			-	-	-	(1,400)		1,400
30290200-363000	UNREALIZED GAIN/LOSS			-	-	-	7,708		(7,708)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	21,914,364	20,014,364	1,900,000	-	1,900,000	1,583,333		316,667
30290200-395000	CARRYFORWARD FUND BALANCE	4,863,655	-	-	4,863,655	4,863,655	-		4,863,655
	subtotal			***$ 2,000,000***	***$ 4,863,655***	***$ 6,863,655***	***$ 1,683,312***		***$ 5,180,343***
	Total			**$ 2,000,000**	**$ 4,863,655**	**$ 6,863,655**	**$ 1,683,312**		**$ 5,180,343**
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	19,039,779	12,472,296	$ 2,000,000	$ 4,567,483	$ 6,567,483	$ 2,444,631	$ 1,046,762	$ 3,076,089
30241100-541430-C2518	MID-BROADWELL CULVERT	194,608	107,599	-	87,009	87,009	84,331	2,677	1
	subtotal			***$ 2,000,000***	***$ 4,654,492***	***$ 6,654,492***	***$ 2,528,963***	***$ 1,049,439***	***$ 3,076,090***
Non-Departmental									
30290200-579000	NON-ALLOCATED			$ -	$ 209,163	$ 209,163	$ -	$ -	$ 209,163
	subtotal			***$ -***	***$ 209,163***	***$ 209,163***	***$ -***	***$ -***	***$ 209,163***
	Total			**$ 2,000,000**	**$ 4,863,655**	**$ 6,863,655**	**$ 2,528,963**	**$ 1,049,439**	**$ 3,285,253**

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Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2022-2025 Total Project Authorization	Fiscal Years 2022-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue										
Non-Departmental										
31890200-361000		INTEREST EARNINGS			$ -	$ -	$ -	$ 690,403		$ (690,403)
31890200-395000		CARRYFORWARD FUND BALANCE			-	25,466,891	25,466,891	-		25,466,891
		subtotal			***$ -***	***$ 25,466,891***	***$ 25,466,891***	***$ 690,403***		***$ 24,776,488***
		Total			**$ -**	**$ 25,466,891**	**$ 25,466,891**	**$ 690,403**		**$ 24,776,488**
Expenditures										
31841100-541420	C1712	ALPHALOOP	6,043,213	684,254	$ -	$ 5,358,959	$ 5,358,959	$ 47,284	$ 43,043	$ 5,268,632
31841100-541420	C2520	ALPHALOOP (ROSWELL ST)	637,770	43,675	-	594,095	594,095	26,543	567,657	(105)
31841100-541420	C2521	ALPHALOOP (DEVORE RD)	51,765	30,644	-	21,121	21,121	21,121	598,525	(598,525)
31841100-541420	C2522	ALPHALOOP (OMP TO THOMPSON)	432,157	47,025	-	385,132	385,132	67,060	318,072	1
31841100-541420	C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	34,952	-	143	143	143	-	0
31841100-541420	C2619	ALPHALOOP (LAKEVIEW PKWY)	300,000	-	-	300,000	300,000	300,000	-	-
31861150-541500	C0922	SYNTHETIC TURF	1,631,777	1,631,777	-	-	-	-	-	-
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	4,495,909	1,444,597	-	3,051,312	3,051,312	745,085	2,240,238	65,988
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	7,625,459	773,415	-	6,852,044	6,852,044	2,619,041	4,223,027	9,975
31861150-541500	C2216	UNION HILL PARK	3,280,002	698,406	-	2,581,596	2,581,596	143,474	2,428,801	9,321
31861150-541500	C2217	MID-BROADWELL PARK	496,021	496,021	-	-	-	-	-	-
31861150-541500	C2218	OLD RUCKER PARK	3,360,000	410,530	-	2,949,470	2,949,470	236,019	2,663,437	50,014
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	30,570	-	1,969,430	1,969,430	149,504	1,749,357	70,570
31861150-541500	C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000		PARKS RESERVE	297,023	-	-	297,023	297,023	-	-	297,023
31890200-579012		RESERVE FOR ARBITRAGE	1,106,566	-	-	1,106,566	1,106,566	-	-	1,106,566
31890200-584000		DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
		Total			**$ -**	**$ 25,466,891**	**$ 25,466,891**	**$ 4,355,274**	**$ 14,832,156**	**$ 6,279,460**

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Financial Management Reports
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TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2018-2025 Total Project Authorization	Fiscal Years 2018-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue										
Non-Departmental										
33590200-395000		CARRYFORWARD FUND BALANCE			$ 400,000	$ 23,916,756	$ 24,316,756	$ -		$ 24,316,756
33541100-361000		INTEREST EARNINGS			300,000	550,000	850,000	864,387		(14,387)
		Total			**$ 700,000**	**$ 24,466,756**	**$ 25,166,756**	**$ 864,387**		**$ 24,302,369**
Expenditures										
Administration										
33541100-541410	C1631	MCGINNIS FERRY IGA (FORSYTH)	$ 5,026,415	$ 1,323,437	$ -	$ 3,702,978	$ 3,702,978	$ 2,700	$ -	$ 3,700,279
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,359,742	1,297,487	-	62,255	62,255	12,958	48,212	1,085
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	5,579,476	4,720,172	-	859,304	859,304	140,072	94,957	624,275
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,000	2,811,714	-	2,074,286	2,074,286	691,429	1,382,857	0
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	6,678,125	1,356,541	-	5,321,584	5,321,584	799,742	4,308,592	213,250
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDABOUT-PARK)	6,000,001	4,300,918	-	1,699,083	1,699,083	398,137	274,410	1,026,536
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDABOUT)	17,000,002	7,491,835	-	9,508,167	9,508,167	5,712,424	3,335,022	460,721
33590200-579000		CONTINGENCY			700,000	1,239,099	1,939,099	-	-	1,939,099
		Total			**$ 700,000**	**$ 24,466,756**	**$ 25,166,756**	**$ 7,757,461**	**$ 9,444,050**	**$ 7,965,245**

CITY OF ALPHARETTA

Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
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Revenue										
Non-Departmental										
33690200-313400		TSPLOST II			$ -	$ 13,132,135	$ 13,132,135	$ 13,071,908		$ 60,227
33641100-361000		INTEREST EARNINGS			400,000	700,000	1,100,000	1,145,331		(45,331)
33690200-395000		CARRYFORWARD FUND BALANCE			7,000,000	19,276,729	26,276,729	-		26,276,729
		Total			**$ 7,400,000**	**$ 33,108,864**	**$ 40,508,864**	**$ 14,217,238**		**$ 26,291,626**
Expenditures										
33641100-541410	C1215	STRIPING & SIGNAGE	$ 280,000	$ -	$ 280,000	$ -	$ 280,000.00	$ 183,290.17	$ 79,000.00	$ 17,709.83
33641100-541410	C1219	MILLING & RESURFACING	2,788,893	-	2,788,893	-	2,788,893	97,311	2,287,681	403,901
33641100-541410	C1713	KIMBALL BR RD GAP	500,001	204,810	-	295,191	295,191	185,058	36,273	73,860
33641100-541420	C1801	SIDEWALK MAINT/REPAIR	750,000	-	750,000	-	750,000	527,237	32,348	190,415
33641100-541410	C2040	TRADEWINDS PARKWAY	2,000,000	437,015	-	1,562,985	1,562,985	-	-	1,562,985
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,500,002	8,215,523	-	5,284,479	5,284,479	859,453	999,574	3,425,451
33641100-541410	C2107	NORTH POINT PARKWAY IMP	703,442	439,207	-	264,235	264,235	-	188,099	76,136
33641100-541410	C2224	RAISED INTERSECTION (MARIETTA ST)	350,002	292,706	-	57,296	57,296	32,394	24,901	1
33641100-541410	C2225	CROSSING (CITY CTR/ CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,002	2,329,398	-	1,670,604	1,670,604	60,109	1,390,895	219,600
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,527	340,811	-	4,416,716	4,416,716	1,241,594	1,304,666	1,870,456
33641100-541420	C2242	NP ALPHALINK	10,000,000	-	-	10,000,000	10,000,000	-	-	10,000,000
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	11,110,929	11,048,736	-	62,193	62,193	58,079	-	4,114
33641100-541410	C2409	SR9 LANDSCAPING	1,665,000	-	-	1,665,000	1,665,000	-	-	1,665,000
33641100-541410	C2427	DRYDEN RD EXTENSION	776,385	1,098	-	775,287	775,287	1,913	-	773,375
33641100-541430	C2518	MID-BROADWELL CULVERT	1,547,879	-	-	1,547,879	1,547,879	-	1,547,879	1
33641100-521200	C2607	TSPLOST 3 EXHIBITS	100,000	-	100,000	-	100,000	10,153	4,147	85,700
33641100-541410	C2608	MID BROADWELL CROSSWALK	50,000	-	50,000	-	50,000	35,137	-	14,863
33641100-541410	C2609	NORTHWINDS CROSSWALK	300,000	-	300,000	-	300,000	46,939	-	253,061
33641100-541410	C2610	MAST ARMS (KIMBALL/NWINDS)	250,000	-	250,000	-	250,000	4,781	235,052	10,167
33641100-541410	C2620	DOWNTOWN SMART LIGHTING	9,588	-	-	9,588	9,588	9,587	-	1
33690200-579000		CONTINGENCY	7,666,578	-	2,881,107	4,785,471	7,666,578	-	-	7,666,578
		Total			**$ 7,400,000**	**$ 33,108,864**	**$ 40,508,864**	**$ 3,353,035**	**$ 8,211,154**	**$ 28,944,675**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue										
27074110-341321		IMPACT FEES STREETS & HIGHWAYS	4,247,405	4,138,766	$ -	$ 108,639	$ 108,639	$ 182,946		$ (74,307)
27074110-341323		IMPACT FEES RECREATION & PARKS	9,500,849	9,121,036	-	379,813	379,813	1,960,874		(1,581,061)
27074110-341324		IMPACT FEES PUBLIC SAFETY	1,156,989	1,132,965	-	24,024	24,024	74,080		(50,056)
27074110-362000		REALIZED GAIN/LOSS			-	-	-	(1,369)		1,369
27074110-363000		UNREALIZED GAIN/LOSS			-	-	-	19,785		(19,785)
27074110-395000		CARRYFORWARD FUND BALANCE	6,079,080	-	575,000	5,504,080	6,079,080	-		6,079,080
27074110-361000		INTEREST EARNINGS	769,478	769,478	-	-	-	168,471		(168,471)
		Total			**$ 575,000**	**$ 6,016,556**	**$ 6,591,556**	**$ 2,404,788**		**$ 4,186,768**
Expenditures										
Public Safety										
27031150-541300	C2501	FS 81 RENOVATIONS	314,000	-	$ -	$ 314,000	314,000	$ -	$ 314,000	$ -
		subtotal			***$ -***	***$ 314,000***	***$ 314,000***	***$ -***	***$ 314,000***	***$ -***
Public Works										
27041100-541410	C2427	DRYDEN RD EXTENSION	2,223,615	-	$ -	$ 2,223,615	$ 2,223,615	$ -	$ -	$ 2,223,615
		subtotal			***$ -***	***$ 2,223,615***	***$ 2,223,615***	***$ -***	***$ -***	***$ 2,223,615***
Recreation, Parks & Cultural Services										
27061150-541500	C2011	WILLS PARK MASTER PLAN	328,634	21,930	$ -	$ 306,704	$ 306,704	$ 306,704	$ -	$ -
27061150-541500	C2035	NORTH PARK RESTROOM 1 - 4 (DESIGN)	528,820	-	345,000	183,820	528,820	511,034	17,786	-
27061150-541410	C2113	ENCORE GREENWAY GATEWAY	2,000,001	201,893	-	1,798,108	1,798,108	876,926	921,182	1
27061150-541500	C2612	WILLS PARKL FIELD 5 TURF	192,143	-	150,000	42,143	192,143	-	192,143	-
27061150-541500	C2615	MARIETTA-ROSWELL ST PARK	20,000	-	20,000	-	20,000	19,000	-	1,000
		subtotal			***$ 515,000***	***$ 2,330,775***	***$ 2,845,775***	***$ 1,713,663***	***$ 1,131,111***	***$ 1,001***

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of May 31, 2026

Account #	Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			$ -	$ 29,357	$ 29,357		$ 29,356	$ 1
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	-	-	-	-	-
27074110-579002	NON-ALLOCATED PARKS				1,178,426	1,178,426	-	-	1,178,426
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			60,000	(59,617)	383	-	-	383
	subtotal			***$ 60,000***	***$ 1,148,166***	***$ 1,208,166***	***$ -***	***$ 29,356***	***$ 1,178,810***
	Total			**$ 575,000**	**$ 6,016,556**	**$ 6,591,556**	**$ 1,713,663**	**$ 1,474,467**	**$ 3,403,426**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
27590150-314100		HOTEL/MOTEL TAXES	98,056,554	88,956,554	$ 9,100,000	$ -	$ 9,100,000	$ 7,942,041		$ 1,157,959
27590150-319201		PEALTY/INT HOTEL/MOTEL TAX	4,804	4,804	-	-	-	8,403		(8,403)
27590150-362000		REALIZED GAIN/LOSS			-	-	-	(472)		472
27590150-363000		UNREALIZED GAIN/LOSS			-	-	-	7,033		(7,033)
27590150-361000		INTEREST EARNINGS	197,536	177,536	20,000	-	20,000	57,432		(37,432)
		subtotal			***$ 9,120,000***	***$ -***	***$ 9,120,000***	***$ 8,014,438***		***$ 1,105,562***
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE	1,752,468	-	$ -	$ 1,752,468	$ 1,752,468	$ -		$ 1,752,468
		subtotal			***$ -***	***$ 1,752,468***	***$ 1,752,468***	***$ -***		***$ 1,752,468***
		Total			**$ 9,120,000**	**$ 1,752,468**	**$ 10,872,468**	**$ 8,014,438**		**$ 2,858,030**
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	42,748,387	38,767,137	$ 3,981,250	$ -	$ 3,981,250	$ 3,478,925	$ -	$ 502,325
		subtotal			***$ 3,981,250***	***$ -***	***$ 3,981,250***	***$ 3,478,925***	***$ -***	***$ 502,325***
City of Alpharetta										
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	36,168,502	32,756,002	$ 3,412,500	$ -	$ 3,412,500	$ 2,981,936	$ -	$ 430,564
		subtotal			***$ 3,412,500***	***$ -***	***$ 3,412,500***	***$ 2,981,936***	***$ -***	***$ 430,564***
Recreation, Parks & Cultural Services										
27590150-541500	C2011	WILLS PARK MASTER PLAN	15,070	-	$ -	$ 15,070	15,070	$ 15,070	$ -	-
		subtotal			***$ -***	***$ 15,070***	***$ 15,070***	***$ 15,070***	***$ -***	***$ -***
Tourism Product Development										
27590150-521200		PROFESSIONAL SERVICES	47,635	42,135	$ 5,500	$ -	$ 5,500	$ -	$ -	$ 5,500
27590150-579000		TPD RESERVE	509,435	-	-	509,435	509,435	-	-	509,435
27590150-579006		DEBT SERVICE RESERVE	1,500,000	-	272,037	1,227,963	1,500,000	-	-	1,500,000
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	4,505,000	3,665,000	840,000	-	840,000	840,000	-	-
27590151-582100	D1600	INTEREST (2016 CONF CTR BOND)	7,282,292	6,673,579	608,713	-	608,713	608,713	-	1
		subtotal			***$ 1,726,250***	***$ 1,737,398***	***$ 3,463,648***	***$ 1,448,713***	***$ -***	***$ 2,014,936***
		Total			**$ 9,120,000**	**$ 1,752,468**	**$ 10,872,468**	**$ 7,924,643**	**$ -**	**$ 2,947,825**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
As of May 31, 2026

Account #		Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue										
DEA										
21031110-351300		CONFISCATION/FEDERAL SEIZURE	3,556,480	3,556,480	$ -	$ -	$ -	$ 166,408		$ (166,408)
21031110-395000		CARRYFORWARD FUND BALANCE	491,829	-	290,000	201,829	491,829	-		491,829
		Total			**$ 290,000**	**$ 201,829**	**$ 491,829**	**$ 166,408**		**$ 325,421**
Expenditures										
DEA										
21031110-521200		PROFESSIONAL SERVICES	1,618	72	$ -	$ 1,546	$ 1,546	1,546	-	$ (0)
21031110-523500		EMPLOYEE TRAVEL	56,655	32,030	-	24,625	24,625	6,653	-	17,972
21031110-523700		EMPLOYEE TRAINING	107,444	63,779	-	43,665	43,665	3,835	-	39,830
21031110-531100		GENERAL SUPPLIES AND MATERIALS	127,897	107,620	-	20,277	20,277	-	-	20,277
21031110-531700		EMPLOYEE UNIFORMS	26,487	-	-	26,487	26,487	24,605	-	1,882
21031110-542100		MACHINERY AND EQUIPMENT	71,589	-	-	71,589	71,589	71,589	-	0
21031110-542100	C2503	ARTIC FURNITURE	25,000	-	-	25,000	25,000	-	-	25,000
21031110-542100	C2507	DRONE 1ST RESPONDER PROGRAM	18,800	-	-	18,800	18,800	-	-	18,800
21031110-542100	C2606	TRUNARC DRUG IDENTIFIER	28,952	-	28,952	-	28,952	-	-	28,952
21031110-579000		CONTINGENCY		-	261,048	(30,160)	230,888	-	-	230,888
		Total			**$ 290,000**	**$ 201,829**	**$ 491,829**	**$ 108,228**	**$ -**	**$ 383,601**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
State Confiscated Assets Fund (Fund 211; life-to-date for active projects)
As of May 31, 2026

Account #	Project	Fiscal Years 2013-2025 Total Project Authorization	Fiscal Years 2013-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue									
State									
21131120-351301	CONFISCATION/STATE SEIZURE	334,711	334,711	$ -	$ -	$ -	$ 871		$ (871)
21131120-395000	CARRYFORWARD FUND BALANCE	27,136	-	-	27,136	27,136	-		27,136
	subtotal			***$ -***	***$ 27,136***	***$ 27,136***	***$ 871***		***$ 26,265***
	Total			**$ -**	**$ 27,136**	**$ 27,136**	**$ 871**		**$ 26,265**
Expenditures									
State									
21131120-532400	NON-RECURRING EXPENSES	361,486	334,350	$ -	$ 27,136	$ 27,136	$ 17,812	$ -	$ 9,324
	subtotal			***$ -***	***$ 27,136***	***$ 27,136***	***$ 17,812***	***$ -***	***$ 9,324***
	Total			**$ -**	**$ 27,136**	**$ 27,136**	**$ 17,812**	**$ -**	**$ 9,324**

CITY OF ALPHARETTA

Financial Management Reports
Special Revenue Funds
Opioid Settlement Fund (Fund 213; life-to-date for active projects)
As of May 31, 2026

Account #	Project	Fiscal Years 2024-2025 Total Project Authorization	Fiscal Years 2024-2025 Prior Year Actuals	FY 2026 Original Appropriation	FY 2026 Transfers / Adjustments	FY 2026 Revised Budget	FY 2026 Collections / Expenditures	FY 2026 Encumbrances	Available Budget
Revenue									
21331510-351920	OPIOID SETTLEMENT	78,958	78,958	$ -	$ -	$ -	$ 19,218		$ (19,218)
21331510-395000	CARRYFORWARD			-	78,958	78,958	-		78,958
	subtotal			***$ -***	***$ 78,958***	***$ 78,958***	***$ 19,218***		***$ 59,740***
	Total			**$ -**	**$ 78,958**	**$ 78,958**	**$ 19,218**		**$ 59,740**
Expenditures									
21331510-523700	EMPLOYEE TRAINING	59,400	-	$ -	$ 59,400	$ 59,400	$ 59,400	$ -	$ -
21331510-579000	CONTINGENCY	19,558	-	-	19,558	19,558	-	-	19,558
	subtotal			***$ -***	***$ 78,958***	***$ 78,958***	***$ 59,400***	***$ -***	***$ 19,558***
	Total			**$ -**	**$ 78,958**	**$ 78,958**	**$ 59,400**	**$ -**	**$ 19,558**



OTHER REPORTS

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended May 31, 2026

Vendor	Description	Department	$ Amount
4501 NORTH POINT	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 5,640.01
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,992.62
AFLAC	VOL SUPP INSURANCE	General Government	$ 12,481.68
AIMS COMPANIES	STORM WATER DISCHARGE TESTING SERVICES	Public Works	$ 25,250.00
ALCALDE & FAY LTD	LOBBY SERVICES	City Administration	$ 5,000.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	$ 484,144.37
ALPHARETTA CONVENTION & VISITORS BUREAU	HOTEL/MOTEL TAX FOR APRIL 2026 OCCUPANCY	General Government	$ 337,067.26
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 41,362.81
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	$ 41,362.81
ARTS ALPHARETTA	ARTS SERVICES (CULTURAL, DESIGN, VISUAL, ETC.)	Rec., Parks & Cultural Services	$ 13,500.00
AT&T/BELLSOUTH @ 85	E911 AT&T SERVICE FEE	Police	$ 10,105.21
AT&T/BELLSOUTH @ 85	911 AT&T SERVICE FEES	Police	$ 17,300.06
AVIVE SOLUTIONS, INC	MAINTENANCE CONTRACTS	Fire	$ 19,294.28
BLUE SHIELD ENVIRONMENT	REMEDIATION SERVICES, ENVIRONMENTAL	Public Works	$ 13,467.50
CARL BLACK BUICK GMC	VEHICLE REPAIR PD2543	Risk Management	$ 6,081.73
CLASSIC TENTS	TENTS, TARPAULINS AND SUPPLIES RENTAL OR LEASE	Rec., Parks & Cultural Services	$ 46,883.45
COMCAST OF GEORGIA	JUGANU SMART LIGHTING	Public Works	$ 9,587.40
CONVERGE TECHNOLOGY	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 31,157.36
CORELOGIC COMMERCIAL	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 8,793.60
CORELOGIC COMMERCIAL	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 9,290.22
CORPORATE BILLING	VEHICLE REPAIRS	Police	$ 32,477.53
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 60,263.93
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 15,436.93
DANA SAFETY SUPPLY	FY 2025 FLEET REPLACEMENT	Police	$ 8,204.00
DANA SAFETY SUPPLY I	UPFIT FOR VIN#0758	Police	$ 15,139.06
DC POOL SERVICE LLC.	POOL AND SPLASHPAD SERVICE PER COA CONTRACT 24-118	Rec., Parks & Cultural Services	$ 10,622.00
DEL VALLE & MCNEIL L	ENGINEERING SERVICES (NOT OTHERWISE CLASSIFIED)	Community Development	$ 7,350.00
DREAM HOUSE PAINTING	PAINTING, MAINTENANCE AND REPAIR SERVICES	Public Works	$ 10,430.00
DREAM HOUSE PAINTING	PAINTING, MAINTENANCE AND REPAIR SERVICES	Rec., Parks & Cultural Services	$ 10,978.31

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended May 31, 2026

Vendor	Description	Department	$ Amount
ESIS INC	MONTHLY WC INVOICE	Risk Management	$ 18,614.34
FLOCK GROUP INC	FLOCK TO FLOCK OS ELITE	Police	$ 34,800.00
FULTON COUNTY BOARD OF EDUCATION	APRIL FUEL BILL	Various Departments	$ 47,320.71
FULTON COUNTY CLERK OF SUPERIOR COURT	WINDWARD PKWY - 21 561011050280	Public Works	$ 5,395.00
FULTON COUNTY SHERIFFS DEPARTMENT	COURT BOND REFUND	General Government	$ 6,000.00
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 14,522.35
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 7,464.03
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	$ 8,871.88
GEORGIA GREEN GROUND	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 15,517.80
GEORGIA INFRASTRUCTURE	CONSTRUCTION, HIKE AND BIKE TRAIL	Various Departments	$ 562,068.32
GEORGIA POWER	ELECTRICITY UTILITIES	Various Departments	$ 8,366.35
GEORGIA POWER	ELECTRICITY UTILITIES	Various Departments	$ 11,380.54
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	$ 212,129.89
GIBSON LANDSCAPE	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Public Works	$ 8,510.65
GRUBBUX LLC	SOFTWARE, MONITORING	Rec., Parks & Cultural Services	$ 6,500.00
HARDY CHEVROLET INC	FY 2025 FLEET REPLACEMENT	Police	$ 91,327.60
HORSE & PLOW LANDSCAPING	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE)	Rec., Parks & Cultural Services	$ 8,460.00
HPMA LLC	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 5,316.01
JARRARD & DAVIS	LEGAL SERVICES	Legal Services	$ 65,805.80
KRISTEN THIGPEN ORR	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 5,250.00
LANDSCAPE WORKSHOP	WASTE MANAGEMENT SERVICES	Rec., Parks & Cultural Services	$ 5,660.16
LANDSCAPE WORKSHOP	WASTE MANAGEMENT SERVICES	Rec., Parks & Cultural Services	$ 5,660.16
MEER ELECTRIC	ELECTRICAL	Various Departments	$ 10,806.23
MEER ELECTRIC	ELECTRICAL	Rec., Parks & Cultural Services	$ 43,001.12
MES SERVICE COMPANY	TURNOUT GEAR	Fire	$ 20,960.13
MKSK INC.	CONSULTING SERVICES	Community Development	$ 18,020.00
MOFFATT & NICHOL	TRAFFIC STUDIES AND ANALYSIS SERVICES	Public Works	$ 8,200.00
N.S.E.W INC.	RETAINAGE PAYABLE (Contract Withholding: 26-005)	General Government	$ 22,948.00

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended May 31, 2026

Vendor	Description	Department	$ Amount
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	$ 35,000.00
PRIME CONTRACTORS	DESIGN BUILD SERVICES (RESTROOM (N PARK 1-4))	Rec., Parks & Cultural Services	$ 147,446.00
PRIME CONTRACTORS	PLUMBING	Rec., Parks & Cultural Services	$ 10,311.46
PRIME CONTRACTORS	DESIGN BUILD SERVICES (RESTROOM (N PARK 1-4))	Rec., Parks & Cultural Services	$ 185,983.00
QUEEN WOOD PRODUCTS	QUEEN WOOD PRODUCTS	Rec., Parks & Cultural Services	$ 6,796.80
QUEEN WOOD PRODUCTS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	$ 6,796.80
QUEEN WOOD PRODUCTS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	$ 6,796.80
QUESTIONMARK CORPORATION	PTS FIRE TEST BANK TRAINING	Police	$ 5,655.00
RCS PRODUCTIONS	AMUSEMENT AND ENTERTAINMENT SERVICES (INCL. PERFORMERS)	Rec., Parks & Cultural Services	$ 17,000.00
REDWOOD DC ASSETS LLC	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 5,847.08
REVERE TACTICAL	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 14,050.53
RHYTHM N SHOES LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 6,292.45
RINGCENTRAL, INC.	COMMUNICATION SYSTEMS, INTEGRATED (INCLUDES TELEPHONE)	Various Departments	$ 9,471.93
RURAL METRO	MONTHLY SUBSIDY FEE-MAY 2026	Fire	$ 31,317.99
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	$ 58,404.16
RUSSELL LANDSCAPE	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Various Departments	$ 7,000.00
RYAN LLC	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 25,701.81
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	$ 31,276.00
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	$ 29,388.30
SOL CONSTRUCTION LLC	RETAINAGE PAYABLE: Contract Withholding: 23-002	General Government	$ 38,483.04
SOUTHERN HEALTH	INMATE HEALTHCARE	Police	$ 6,500.00
SPECTRUM FENCE LLC	FENCE INSTALLATION, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	$ 6,786.00
SUN BELT OFFICE I LLC	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 7,828.62
SUN BELT OFFICE I LLC	CURRENT YEAR PROPERTY TAXES	Various Departments	$ 6,809.70
SUPERHERO FIRE	ALARM EQUIPMENT MAINTENANCE/REPAIR (FIRE, ETC.)	Public Works	$ 6,140.00
SUSTAINABLE WATER	SW PIPE & STRUCTURE R&M	Public Works	$ 6,210.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Police	$ 7,522.05
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Police	$ 6,778.13

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended May 31, 2026

Vendor	Description	Department	$ Amount
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Police	$ 10,640.22
TEN 10 TEAMS	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	$ 8,878.87
TEN 8 FIRE & SAFETY	REPAIRS TO PD7354	Fire	$ 6,605.25
THE DUMPSTER CO	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	$ 26,010.40
THE F. A. BARTLETT	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	$ 10,080.00
THE F. A. BARTLETT T	GROUNDS REPAIR & MAINTENANCE	Public Works	$ 5,828.00
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICES	Various Departments	$ 5,060.00
TRI SCAPES	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	$ 60,006.50
TRI SCAPES	ROADSIDE MAINTENANCE SERVICES (INCLUDING MOWING)	Rec., Parks & Cultural Services	$ 47,921.08
TRIPLE R PAVING & CO	PAVING/RESURFACING, STREET (MAJOR AND RESIDENTIAL)	Public Works	$ 130,869.30
TRUIST BANK	P CARDS 4/3/26-5/2/26	Various Departments	$ 167,487.27
UTILITY ASSET MANAGER	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	$ 88,656.00
VERIZON WIRELESS	TELECOMMUNICATION SERVICES	Various Departments	$ 6,730.53
VERIZON WIRELESS	TELEPHONE SERVICES, CELLULAR	Various Departments	$ 14,188.81
WARD COMPANIES LLC	WASTE MANAGEMENT SERVICES	Rec., Parks & Cultural Services	$ 11,725.00
WATT COMMERCIAL SWEE	STREET SWEEPING SERVICES	Public Works	$ 9,456.30
WELLSTAR NORTH FULTON	CASE 2605-0285	Risk Management	$ 5,485.80
WISS JANNEY ELSTNER	CIVIL ENGINEERING	Public Works	$ 7,000.00

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended May 31, 2026

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
26000761	SOUTHEAST RESTORATION GROUP OF GA, INC.	PUBLIC WORKS	19,483.39	RENOVATIONS OF WILLS PARK EQUESTRIAN CONCESSION RESTROOM
26000763	MES SERVICE COMPANY LLC	FIRE	18,934.47	FIRE TURNOUT GEAR
26000765	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	23,345.96	(2) A/C COMPRESSOR REPLACEMENTS FOR RECREATION CENTER'S GYM
26000768	BONFIRE INTERACTIVE	INFORMATION TECHNOLOGY	7,975.85	PROCUREMENT AND CONTRACT SOFTWARE RENEWAL
26000770	DREAM HOUSE PAINTING INC	REC, PARKS & CULTURAL SERVICES	10,680.00	CONCRETE TEE PADS AND BASE COLLARS FOR WILLS PARK DISC GOLF COURSE
26000776	RCS PRODUCTIONS & ENTERTAINMENT INC	REC, PARKS & CULTURAL SERVICES	23,638.00	LIVE MUSIC AND ENTERTAINMENT FOR 250TH CELEBRATION EVENT
26000777	PRIME CONTRACTORS INC.	REC, PARKS & CULTURAL SERVICES	5,926.72	NORTH PARK CONCESSION/RESTROOM BUILDING AT FIELDS 1- 4 EXTERIOR PAINTING
26000780	WGI INC	PUBLIC WORKS	6,400.00	92 MILTON AVE PARKING GARAGE CONDITION APPRAISAL
26000781	MATT MITCHELL DESIGN LLC	REC, PARKS & CULTURAL SERVICES	7,065.00	OLD RUCKER FARM CONSTRUCTION DOCUMENT REVISIONS
26000784	PREMIER GLASS COATINGS AND FINISHES, LLC	PUBLIC WORKS	12,200.00	WINDOW TINTING SERVICES AT POLICE HEADQUARTERS
26000785	QUESTIONMARK CORPORATION	POLICE	5,655.00	PTS FIRE TEST BANK CONTENT FOR TRAINING
26000787	SPECTRUM FENCE LLC	REC, PARKS & CULTURAL SERVICES	6,786.00	WILLS PARK COMMUNITY GARDEN FENCE INSTALLATION AND STAINING
26000788	ROBERTS COMMERCIAL FLOORING LLC	PUBLIC WORKS	8,968.60	TILE INSTALLATION IN (4) RESTROOMS/CONFERENCE ROOM AT CRABAPPLE
26000793	DANA SAFETY SUPPLY INC	POLICE	8,109.00	TRUCK BED SLIDE FOR PD0758
26000795	FLOCK GROUP INC	POLICE	34,800.00	FLOCK TO FLOCK OS ELITE SOFTWARE RENEWAL
26000798	MARTIN-ROBBINS FENCE COMPANY, INC.	PUBLIC WORKS	26,606.25	GUARDRAIL REPLACEMENT ON OLD MILTON PKWY AT FARMHOUSE PARK FRONTAGE
26000801	TEN 8 FIRE & SAFETY EQUIPMENT OF GA	FIRE	6,605.25	VEHICLE REPAIRS FOR FD7354
26000804	PYRO SHOWS EAST COAST INC	REC, PARKS & CULTURAL SERVICES	19,337.50	DEPOSIT FOR JULY 4TH FIREWORK DISPLAY

City of Alpharetta
Balance Sheet
Governmental Funds
May 31, 2026

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	$ 41,449,350	$ 17,715,546	$ 253,009	$ 21,986,479	$ 18,055,170	$ 37,670,534	$ 14,908,925	$ 152,039,014
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	1,167,656	-	-	-	-	-	-	1,167,656
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	402,561	-	-	-	-	-	179,200	581,761
Due from Other Funds	1,676,336	-	-	-	-	-	-	1,676,336
Intergovernmental Receivable	-	25,250	-	-	-	-	316,354	341,604
Cash - Restricted	335,002	1,460,846	-	-	-	-	-	1,795,848
Total Assets	**45,030,906**	**19,201,642**	**253,009**	**21,986,479**	**18,055,170**	**37,670,534**	**15,404,479**	**157,602,219**
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	422,982	40,440	-	-	5,361	14,982	255,996	739,760
Retainage Payable	-	100,824	62,866	185,167	626,128	514,975	115,913	1,605,872
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	1,299,833	-	-	-	-	-	82,774	1,382,607
Due to Other Funds	-	-	-	-	-	-	354,688	354,688
Deferred Revenue	2,947,594	25,250	-	-	-	-	179,200	3,152,044
Unearned Revenue	219,249	-	920,792	-	-	-	-	1,140,041
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	**4,994,764**	**166,513**	**983,658**	**185,167**	**631,488**	**529,958**	**988,570**	**8,480,119**
Fund Balances:								
Restricted for:								
Capital Projects	-	5,097,721	(1,342,189)	5,565,566	6,040,532	21,262,845	6,899,309	43,523,785
Law Enforcement	-	-	-	-	-	-	348,535	348,535
Emergency Telephone Activities	-	-	-	-	-	-	(307,529)	(307,529)
Debt Service	-	-	-	-	-	-	221,780	221,780
Promotion of Tourism	-	-	-	-	-	-	346,066	346,066
Assigned for:								
Grant Projects	-	-	-	-	-	-	130,722	130,722
Arbitrage	-	-	-	1,106,566	-	-	-	1,106,566
Encumbrances	1,864,671	10,515,974	579,863	14,832,156	9,444,050	8,211,154	2,766,096	48,213,964
Unallocated	38,171,470	3,421,434	31,677	297,023	1,939,099	7,666,578	4,010,931	55,538,212
Total Fund Balances	40,036,141	19,035,129	(730,649)	21,801,312	17,423,682	37,140,577	14,415,909	149,122,101
Total Liabilities and Fund Balances	**$ 45,030,906**	**$ 19,201,642**	**$ 253,009**	**$ 21,986,479**	**$ 18,055,170**	**$ 37,670,534**	**$ 15,404,479**	**$ 157,602,219**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended May 31, 2026

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES								
Taxes:								
Property Tax	$ 37,698,623	$ -	$ -	$ -	$ -	$ -	$ 6,342,445	$ 44,041,068
Local Option Sales Tax	19,433,427	-	-	-	-	-	-	19,433,427
Transportation SPLOST	-	-	-	-	-	13,071,908	-	13,071,908
Other Taxes	20,061,568	-	-	-	-	-	7,950,444	28,012,012
Licenses and permits	4,144,747	-	-	-	-	-	-	4,144,747
Intergovernmental	188,663	664,015	781,162	-	-	-	14,303	1,648,142
Charges for services	5,293,008	-	-	-	-	-	3,294,052	8,587,060
Impact Fees	-	-	-	-	-	-	2,217,900	2,217,900
Fines/Forfeitures	2,028,322	-	-	-	-	-	167,279	2,195,601
Investment earnings (Loss)	1,116,097	550,008	39,730	690,403	864,387	1,145,331	469,917	4,875,873
Contributions and Donations	137,077	1,332,984	-	-	-	-	16,837	1,486,898
Misc Revenue	94,455	-	-	-	-	-	-	94,455
Other	-	-	-	-	-	-	19,218	19,218
Total revenues	**90,195,988**	**2,547,007**	**820,892**	**690,403**	**864,387**	**14,217,238**	**20,492,394**	**129,828,310**
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	12,820,998	937,041	-	-	-	-	4,958,909	18,716,949
Public safety	42,232,956	1,184,408	-	-	-	-	4,393,576	47,810,939
Public works	9,984,684	2,748,050	1,532,311	462,151	7,757,461	3,353,391	2,529,350	28,367,398
Economic and community development	4,304,045	228,931	-	-	-	-	-	4,532,976
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	12,868,300	1,497,674	50,907	3,893,831	-	-	1,775,658	20,086,370
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								-
Principal	225,000	-	-	-	-	-	3,540,000	3,765,000
Interest	66,065	-	-	-	-	-	3,070,545	3,136,610
Other Costs		-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	**82,502,047**	**6,596,104**	**1,583,218**	**4,355,982**	**7,757,461**	**3,353,391**	**20,268,038**	**126,416,241**
Excess (deficiency) of revenues over (under) expenditures	7,693,941	(4,049,096)	(762,326)	(3,665,579)	(6,893,074)	10,863,847	224,356	3,412,068
OTHER FINANCING SOURCES (USES)								
Transfers in	3,351,737	4,634,453	-	-	-	-	2,147,508	10,133,699
Transfers out	(6,781,961)	-	-	-	-	-	(2,981,936)	(9,763,897)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	82,059	-	-	-	-	-	-	82,059
Sale of non-capital assets	1,745	-	-	-	-	-	-	1,745
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(3,346,420)	4,634,453	-	-	-	-	(834,427)	453,606
Net change in fund balances	4,347,521	585,357	(762,326)	(3,665,579)	(6,893,074)	10,863,847	(610,071)	3,865,674
Fund balances - beginning	**35,688,620**	**18,449,772**	**31,677**	**25,466,891**	**24,316,756**	**26,276,729**	**15,025,981**	**145,256,427**
Fund balances - ending	**$ 40,036,141**	**$ 19,035,129**	**$ (730,649)**	**$ 21,801,312**	**$ 17,423,682**	**$ 37,140,577**	**$ 14,415,909**	**$ 149,122,101**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
May 31, 2026

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	$ 1,531,112	$ 7,105,256	$ 550,010	$ 10,195	$ 206,004	$ 314,598	$ 38,776	$ 1,104,878	$ 4,048,096	$ 14,908,925
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	631	-	-	-	-	-	-	178,570	-	179,200
Intergovernmental Receivable	-	-	-	-	-	-	-	-	-	-
Due From Other Funds	316,354									316,354
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	**1,848,096**	**7,105,256**	**550,010**	**10,195**	**206,004**	**314,598**	**38,776**	**1,283,448**	**4,048,096**	**15,404,479**
LIABILITIES										
Accounts Payable	646	225,880	-	-	-	1,253	-	27,090	1,125	255,996
Retainage Payable	754	93,454	-	-	-	-	-	-	21,705	115,913
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	82,774	-	-	-	82,774
Due to Other Fund	-	-	-	-	-	354,688	-	-	-	354,688
Deferred Revenue	631	-	-	-	-	-	-	178,570	-	179,200
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	**2,030**	**319,334**	**-**	**-**	**-**	**438,715**	**-**	**205,660**	**22,830**	**988,570**
FUND BALANCES										
Restricted:										
Capital Projects	-	4,132,646	-	-	-	-	-	-	2,766,663	6,899,309
Law Enforcement	-	-	319,122	10,195	-	-	19,218	-	-	348,535
Promotion of Tourism	346,066	-	-	-	-	-	-	-	-	346,066
Emergency Telephone Activities	-	-	-	-	-	(307,529)	-	-	-	(307,529)
Debt Service	-	-	-	-	-	-	-	221,780	-	221,780
Assigned for: Grant Projects	-	-	-	-		-	-	-	-	-
Grant Projects	-	-	-	-	130,722	-	-	-	-	130,722
Encumbrances	-	1,474,467	-	-	58,777	183,412	-	-	1,049,439	2,766,096
Unallocated	1,500,000	1,178,809	230,888	-	16,505	-	19,558	856,008	209,163	4,010,931
Total Fund Balances	1,846,066	6,785,922	550,010	10,195	206,004	(124,117)	38,776	1,077,788	4,025,265	14,415,909
Total Liabilities and Fund Balances	**$ 1,848,096**	**$ 7,105,256**	**$ 550,010**	**$ 10,195**	**$ 206,004**	**$ 314,598**	**$ 38,776**	**$ 1,283,448**	**$ 4,048,096**	**$ 15,404,479**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended May 31, 2026

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opioid Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	$ 7,950,444	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,950,444
Property tax	-	-	-	-	-	-	-	6,342,445	-	6,342,445
Charges for Service	-	-	-	-	89,250	3,204,802	-	-	-	3,294,052
Impact Fees	-	2,217,900	-	-	-	-	-	-	-	2,217,900
Forfeiture Income	-	-	166,408	871	-	-	-	-	-	167,279
Intergovernmental	-	-	-	-	14,303	-	-	-	-	14,303
Contributions & Donations	-	-	-	-	16,837	-	-	-	-	16,837
Investment Earnings (Loss)	67,796	202,604	-	-	5,625	(10,727)	-	97,380	107,239	469,917
Other	-	-	-	-	-	-	19,218	-	-	19,218
Total revenues	**8,018,240**	**2,420,505**	**166,408**	**871**	**126,015**	**3,194,074**	**19,218**	**6,439,825**	**107,239**	**20,492,394**
EXPENDITURES:										
Tourism	4,942,707	-	-	-	-	-	-	-	-	4,942,707
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	1,713,663	-	-	61,995	-	-	-	-	1,775,658
Public Safety	-	-	108,228	17,812	13,108	4,195,028	59,400	-	-	4,393,576
Public Works	-	-	-	-	387	-	-	-	2,528,963	2,529,350
General Government	-	-	-	-	13,702	-	-	2,500	-	16,202
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	3,540,000	-	3,540,000
Interest	-	-	-	-	-	-	-	3,070,545	-	3,070,545
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	**4,942,707**	**1,713,663**	**108,228**	**17,812**	**89,192**	**4,195,028**	**59,400**	**6,613,045**	**2,528,963**	**20,268,038**
Excess (deficiency) of revenues over expenditures	3,075,532	706,842	58,180	(16,941)	36,822	(1,000,954)	(40,182)	(173,220)	(2,421,723)	224,356
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(2,981,936)	-	-	-	-	564,175	-	-	1,583,333	(834,427)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(2,981,936)	-	-	-	-	564,175	-	-	1,583,333	(834,427)
Net change in fund balances	93,597	706,842	58,180	(16,941)	36,822	(436,779)	(40,182)	(173,220)	(838,390)	(610,071)
Fund balances - beginning	**1,752,469**	**6,079,081**	**491,830**	**27,136**	**169,182**	**312,662**	**78,958**	**1,251,008**	**4,863,655**	**15,025,981**
Fund balances - ending	**$ 1,846,066**	**$ 6,785,922**	**$ 550,010**	**$ 10,195**	**$ 206,004**	**$ (124,117)**	**$ 38,776**	**$ 1,077,788**	**$ 4,025,265**	**$ 14,415,909**

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
May 31, 2026

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 1,127,229
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	1,661,674
Prepaid Insurance Expenses	-
Total Current Assets	2,788,903
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	-
Total Assets	**2,788,903**
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	914
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	914
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**914**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,787,989
Total Net Assets	2,787,989
Total Liabilities & Net Assets	**$ 2,788,903**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended May 31, 2026

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 7,551,006
Misc Revenue	-
Total operating revenues	7,551,006
Operating expenses:	
Administration	6,117,813
Non-departmental	-
Total operating expenses	6,117,813
Operating Gain (loss)	1,433,192
Non-operating revenues (expenses):	
Investment earnings (Loss)	47,528
Total non-operating revenue (expenses)	47,528
Income (loss) before transfers	1,480,720
Transfers In	-
Transfers Out	-
Change In Net Assets	1,480,720
Total net assets-beginning	**69,563**
Total net assets-ending (net of encumbrances)	**1,550,282**
Adjustments to GAAP basis:	
Encumbrances	1,237,707
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	**$ 2,787,989**

DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of May 31, 2026 (unaudited)

	Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues						
	99575100-346900	Bond Application Fee	$ -	$ 46,250		$ (46,250)
	99575100-361000	Investment Earnings	-	12,279		(12,279)
		subtotal	***$ -***	***$ 58,529***		***$ (58,529)***
(1)	99575100-395000	Carryforward Fund Balance	$ 486,587	$ -		$ 486,587
		subtotal	***$ 486,587***	***$ -***		***$ 486,587***
		Total	**$ 486,587**	**$ 58,529**		**$ 428,059**
Expenditures						
	99575100-521200-C2529	Market Feasibility Study	$ 123,053	$ 91,357	$ 31,695	$ 1
	99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	99575100-544100-C2618	Lights on the Loop	20,000	20,000	-	-
	99575100-611100	Transfer to City (return of unused program funding)	53,448	53,448	-	-
		subtotal	***$ 246,501***	***$ 164,805***	***$ 31,695***	***$ 50,001***
	99575100-579000	Reserve	$ 240,086	$ -	$ -	$ 240,086
		Total	**$ 486,587**	**$ 164,805**	**$ 31,695**	**$ 290,087**

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	**$**	**486,588**
Revenues collected to date		58,529
Expenditures incurred to date		(164,805)
Fund Balance*	**$**	**380,311**
Fund Balance Allocation (forecasted):		
Non-Spendable (unspent/remaining project allocations)	$	81,696
Spendable (available for investment by the Board)		298,616
	$	**380,311**

** May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.*

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
May 31, 2026

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	380,311
Investments		-
Receivables		-
Restricted Cash for Bond Issuance Costs		-
Total Assets		**380,311**
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
Deferred Revenue		-
Due to Other Funds		-
Total Current Liabilities		-
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		-
Fund Balance		
Restricted		81,696
Unallocated		298,616
Total Fund Balance		380,311
Total Liabilities & Fund Balance		**$ 380,311**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended May 31, 2026

	Actual Amounts
Revenues	
Rent/Royalties	$ 46,250
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	12,279
Miscellaneous Revenue	-
Total Revenues	**58,529**
Expenditures	
Economic Development	196,500
Maintenance Contracts	-
Donation to private source	-
Utilities - Miscellaneous	-
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**196,500**
Excess (deficiency) of revenues over (under) expenditures	(137,972)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(137,972)
Fund Balance, Beginning of Year	**486,588**
Encumbrances	31,695
Fund Balance, End of Year	**380,311**



City of Alpharetta

Financial Management Reports

These reports provide a detailed snapshot of the City's financial performance throughout the fiscal year and include key financial data on revenues, expenditures, and budgetary comparisons, helping to track the City's financial position in real time.

By regularly reviewing these reports, City officials, residents, and stakeholders can stay informed about spending trends, budget adherence, and overall fiscal health. This transparency supports sound financial decision-making and reinforces the City's commitment to accountability and responsible financial management.





City of Alpharetta
Finance Department

2 Park Plaza,
Alpharetta, GA 30009

Thomas G. Harris,
Finance Director

678-297-6000
www.alpharetta.ga.us

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: July 20, 2026

AGENDA ITEM:

Agreement: Lionheart Works Memorandum of Understanding
Consideration and approval of a Memorandum of Understanding between the City of Alpharetta and The Lionheart Life Center, Inc., dba Lionheart WORKS for the continued rental of Crabapple Government Center, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding for Lionheart WORKS rental of Crabapple Government Center and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: LIONHEART WORKS RENTS THE OFFICE WING OF THE CRABAPPLE GOVERNMENT CENTER FOR $1,200.00 ANNUALLY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
	$0.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Lionheart Lease Revenue (10090000-381000)	$1,200

ITEM DESCRIPTION:

BACKGROUND:
Lionheart WORKS is a non-profit human service organization founded in 2000, and is a vocational training program that provides individuals 18+ with real work experiences while teaching basic employment skills. The program has operated out of Crabapple Center since 2020.

RECOMMENDATION EXPLANATION:
As this MOU is the same as prior years, and that Lionheart WORKS has executed the prior MOU without concerns, staff recommends approval of the MOU. If the Mayor and Council approve the MOU as presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

There is one alternative to this recommendation:
1. Deny renewal of rental for Lionheart WORKS at Crabapple Government Center.

ATTACHMENTS:

1. Alpharetta-Lionheart Works Crabapple Government Center MOU (2026-2027) - July 20 2026 (002)

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this 20th, day of July, 2026 (the "Effective Date"), by and between **The Lionheart Life Center, Inc., dba Lionheart WORKS**, a Georgia nonprofit corporation located at **225 Roswell Street, Alpharetta, Georgia 30009** ("LHW") and the **City of Alpharetta**, a Georgia municipal corporation, located at **2 Park Plaza, Alpharetta, Georgia 30009** ("CoA"). LHW and CoA are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, CoA provides and conducts a variety of recreation and cultural activities that employ the leisure time of citizens of CoA in a wholesome and constructive manner, and;

WHEREAS, LHW is a non-profit human service organization founded in 2000; and is a vocational training program that provides individuals 18 and older with real work experiences while teaching basic employment skills, and;

WHEREAS, the LHW program is designed to teach independence and communication while matching individual strengths with vocational settings that are selected based on individuals' affinities, abilities, and work readiness, and;

WHEREAS, LHW provides vocational instruction, social thinking, occupational therapeutic consultation and self-advocacy skill building, as related to the work environment, occurring in the training center and at specific work sites, and;

WHEREAS, LHW has been housed at the Lionheart School, 225 Roswell Street, Alpharetta, Georgia, since 2010 to operate their Lionheart WORKS program.

NOW, THEREFORE, for and in consideration of the premises above and the promises below, the Parties mutually covenant and agree as follows:

1. FACILITY USE.
   a) The hours of LHW operation are Monday through Friday, 8:00am to 6:00pm at the Crabapple Government Center ("Center"), owned by CoA and located at 12624 Broadwell Street.
   b) At the Center, CoA shall provide the reception office area and storage within that space, where materials may be secured at the end of each day.
   c) LHW will have use of the Center's office wing kitchen area, conference room, bathrooms, copy room and all offices excluding the last office on the left side at the south end of the hall, to continue to be used as City storage.
   d) The Center's storage room at the south end of the hall on the right may be used; all utility panels must be left clear and accessible.

e) LHW will be closed on weekends, LHW holidays, and any additional holidays or inclement weather days observed by CoA.

f) CoA staff may enter the facility at any time, for purposes of facility inspections, repairs or to access storage room(s).

2. **RENTAL FEE.** The agreed upon rental fee will be $100 per month, payable to CoA on the first day of the month and all succeeding months.

3. **EXPENSES.**

a) LHW will provide and pay for their own voice and data connections, including maintenance to such items.

b) LHW will be responsible for labor and cost of any renovations. All plans to alter the current state of said rental area must be submitted in writing and approved by CoA prior to renovations.

c) CoA agrees to pay for utilities, maintenance, and trash pick-up.

d) CoA shall not be financially responsible for LHW operations and equipment (unless owned by CoA) or damages to the property caused by LHW.

4. **MAINTENANCE.** LHW will report any and all maintenance and safety concerns to CoA in a timely manner.

5. **ACCIDENTS/INCIDENTS**. LHW is responsible to immediately notify CoA of any accident or incident that occurs during the program. CoA will complete accident/incident form with assistance and/or input from LHW as deemed appropriate.

6. **LIABILITY.** It is agreed and understood that LHW releases CoA, its agents, and employees from any and all damage or injury to participants or property arising out of performance of this MOU and that LHW shall relieve CoA of all damages, liabilities, expenses and losses incurred by CoA as a result of LHW's performance of this MOU. LHW will provide CoA with a certificate of liability insurance with $2 million in coverage and $1 million in coverage for rented facilities, naming CoA as an insured.

7. **TERM AND TERMINATION.** This MOU shall commence on the date of execution and shall remain in effect until June 30, 2027. This MOU may be terminated by either party without cause provided that six (6) months-notice is given. CoA has the option to renew this MOU if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. This MOU may be immediately terminated by CoA without prior notice if LHW engages in activities and/or conduct unbecoming to CoA.

8. **MISCELLANOUS.**

8.1. It is agreed between CoA and LHW that this MOU shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.

8.2. CoA has designated the Director or his/her designee as its contact person, coordinator, and liaison person with LHW in the execution of the terms of this MOU.

IN WITNESS WHEROF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first above written.

THE LIONHEART LIFE CENTER, INC. DBA LIONHEART WORKS	CITY OF ALPHARETTA, GEORGIA
By: _____	By: _____
Print Name, Title:	Jim Gilvin, Mayor
DATE: _____	DATE: _____
ATTEST:	APPROVED AS TO CONTENT:
By: _____	By: _____
	Chris Lagerbloom, City Administrator
DATE: _____	APPROVED AS TO FORM:
	By: _____
	Jennifer McCall, City Attorney

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: July 20, 2026

AGENDA ITEM:

Agreement: Senior Services North Fulton Memorandum of Understanding
Consideration and approval of the Memorandum of Understanding between the City of Alpharetta and Senior Services North Fulton, Inc. for the continued rental of Crabapple Government Center, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Memorandum of Understanding for Senior Services North Fulton, Inc. to continue the rental of Crabapple Government Center and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: SENIOR SERVICES NORTH FULTON, INC. RENT FOR THE SOCIAL HALL AND KITCHEN AREA OF THE CRABAPPLE GOVERNMENT CENTER IS $1,200.00 ANNUALLY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
	$0.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Senior Services of North Fulton Lease Revenue (10090000-381000)	$1,200

ITEM DESCRIPTION:

BACKGROUND:
SSNF has rented the Social Hall and the Kitchen on the ground floor of the Crabapple Government Center, 12624 Broadwell Road, Alpharetta, Georgia, since 1997 to operate their senior service program for the North Fulton community.

RECOMMENDATION EXPLANATION:
As this MOU is the same as prior years, and that Senior Services North Fulton, Inc has executed the prior MOU without concerns, staff recommends approval of the MOU.. If the Mayor and Council approve the MOU as presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

There is one alternative to this recommendation:
1. Deny renewal of rental for Senior Services North Fulton, Inc. at Crabapple Center.

ATTACHMENTS:

1. Alph - COA-SSNF MOU (26-27) -July 20 2026

THE CITY OF
ALPHARETTA
RECREATION PARKS &
CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this 20th, day of July, 2026 (the "Effective Date"), by and between **Senior Services North Fulton, Inc.**, a domestic nonprofit corporation located at **3560 Old Milton Parkway, Alpharetta GA 30005** ("SSNF") and the **City of Alpharetta**, a Georgia municipal corporation, located at **2 Park Plaza, Alpharetta, Georgia 30009** ("City"), acting by and through its authorized officials signing below.

WITNESSETH:

WHEREAS, City provides and conducts a variety of recreation and cultural activities that employ the leisure time of the citizens of the City in a wholesome and constructive manner; and

WHEREAS, SSNF is a non-profit human services organization founded in 1991; and serves seniors and their families through the growth and creation of new programs and services; and

WHEREAS, SSNF provides Meals on Wheels programs and transportation to doctors for seniors 60 and older; and

WHEREAS, SSNF has rented the Social Hall and the Kitchen on the ground floor of the Crabapple Government Center, 12624 Broadwell Road, Alpharetta, Georgia, since 1997 to operate their senior service program for the North Fulton community.

NOW, THEREFORE, in consideration of the premises above and the promises below, the parties mutually covenant and agree as follows:

1. City shall provide an office for the SSNF Center Manager and a locked storage area located in the Social Hall where SSNF materials may be secured at the end of each day.
2. The hours of SSNF operation are Monday through Friday, 8:00am to 4:30pm.
3. SSNF will be closed on weekends, SSNF holidays, and any additional holidays or inclement weather days observed by the City.
4. SSNF will use the kitchen during operating hours, Monday through Friday, 8:00am to 4:30pm, daily to heat congregate meals and also to heat and pack home-delivered meals for pick-up by SSNF volunteers. Prepared meals will be delivered daily from Central Food Management.
5. SSNF will provide and pay for their own voice and data connections, including

maintenance to such systems.

6. The City agrees to pay for utilities, maintenance, and trash pick-up.
7. SSNF will report any and all maintenance and safety concerns to City staff in a timely manner.
8. SSNF will provide its own tables, chairs, kitchen equipment, etc. SSNF will be responsible for replacing these items as needed.
9. The City reserves the right to use the Social Hall and Kitchen for its programs when the facilities are not in use by SSNF.
10. The agreed upon rental fee will be $100 per month payable to the City on the first day of the month and all succeeding months.
11. City shall not be financially responsible for SSNF operations and equipment (unless owned by City).
12. Requests from SSNF for the City to purchase equipment and/or pay for upgrades to the Social Hall and/or Kitchen shall be directed to the Director of Recreation, Parks, and Cultural Services in January during the City budget process, and shall be subject to review and approval by the City Budget Review Committee
13. SSNF is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from SSNF as deemed appropriate.
14. It is agreed and understood that SSNF releases the City, its agents and employees from any and all damage or injury to participants or property arising out of performance of this MOU and that SSNF shall relieve the City of all damages, liabilities, expenses and losses incurred by the City as a result of SSNF's performance of this MOU.
15. SSNF will provide the City with a certificate of liability insurance with $2 million in coverage and $1 million in coverage for rented facilities, naming the City of Alpharetta as an additional insured.
16. The term of this MOU shall be July 1, 2026 through June 30, 2027.
17. This MOU may be terminated by either party without cause provided that ninety (90) days written notice is given. The City has the option to renew this MOU if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.
18. This MOU may be immediately terminated by the City without prior notice if SSNF

engages in activities and/or conduct unbecoming to the City.

19. It is agreed between City and SSNF that this MOU shall be executed in an original and one copy, which may be used for any purpose for which the original maybe used.

20. City has designated the Recreation Services Manager or his/her designee as its contact person, coordinator, and liaison person with SSNF in the execution of the terms of this MOU.

IN WITNESS WHEREOF, the person(s) executing this contract represents that they are the owner, or an officer or director of their entity, and that they have the lawful authority to make and enter into this MOU on behalf of their respective entity. The parties have hereunto set their hands the day and year first above written:

(signatures to follow)

THE CITY OF
ALPHARETTA
RECREATION PARKS &
CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

SENIOR SERVICES NORTH FULTON, INC.	CITY OF ALPHARETTA, GEORGIA
By:	By:
Print Name, Title	Jim Gilvin, Mayor
DATE:	DATE:
WITNESS:	APPROVED AS TO SUBSTANCE:
By:	By:
Print Name, Title (Usually secretary)	Chris Lagerbloom, City Administrator
DATE:	APPROVED AS TO FORM:
	By:
	Jennifer McCall, City Attorney

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: July 20, 2026

AGENDA ITEM: CU-26-07 ST. THOMAS AQUINAS CATHOLIC CHURCH COLUMBARIUM

The applicant, Michael Boland on behalf of St. Thomas Aquinas Catholic Church, is requesting a conditional use to allow for the construction of a 2,300 square foot columbarium on a 48.06-acre property. A conditional use is requested to allow 'Cemetery' use for the proposed columbarium. The subject property is located at 535 Rucker Road on the south side of Rucker Road across from Ferncreek Drive.

This item was considered at the July 9, 2026 Planning Commission meeting. There was one (1) comment in support and one (1) comment in opposition with concerns over hours of operation, noise, light spillover, applicant held to exact footprint, and buffer. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0.

PLANNING COMMISSION RECOMMENDATION:

Approve CU-26-07 St. Thomas Aquinas Catholic Church Columbarium, subject to the following conditions:

1. 'Cemetery' shall be added as a permitted use at 535 Rucker Road and limited to the submitted site plan prepared by Smith Boland Architects.
2. 'Cemetery' use shall be limited to a columbarium with the size, location, wall height, and design substantially as depicted on the submitted site plan prepared by Smith Boland Architects and submitted renderings, with final approval by Staff.
3. Applicant shall install evergreens along the western property line at the fenceline where gaps exist in the area adjacent to the proposed columbarium, as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow St. Thomas Aquinas Catholic Church to construct a 2,300 square foot columbarium. A conditional use is requested to allow 'Cemetery' use for the proposed columbarium. The subject property is located at 535 Rucker Road on the south side of Rucker Road across from Ferncreek Drive.

The property is zoned AG (Agriculture) and CUP (Community Unit Plan) and is developed as a church for St. Thomas Aquinas Catholic Church (STACC), including accessory uses customary to a church use such as an academic school. The property was annexed into the City from unincorporated Fulton County in 2005. Surrounding properties are zoned CUP and R-15 to the east and R-15 and AG to the north. The City of Roswell is located to the west and south, Welford Trace and Wallace Woods subdivisions are located to the east, and Ferncreek Registry is located to the north. The comprehensive land use plan designation of the property is 'Public, Institutional, Educational', which supports the applicant's request.

St. Thomas Aquinas Catholic Church has been operating on the property since 1972. The columbarium is similar to a mausoleum where human cremains are housed in small compartments, or niches, in a permanent vertical structure, such as a wall. The proposed columbarium is classified as a 'Cemetery' which the City's Unified Development Code (UDC) defines as, "Land used or dedicated to the burial or internment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities." The UDC allows 'Cemetery' as a conditional use in the AG and SU (Special Use) zoning districts. According to the application, the columbarium will only be accessible during daylight hours, or approximately 8:00 AM to 8:00 PM.

SITE PLAN

The site plan depicts a columbarium added on the west side of the northmost building. The proposed 2,300 square foot columbarium is approximately 62' by 48' and includes a walled memorial garden containing a statue, fountain, benches, and landscaping and hardscaping. The structure is gated on two (2) sides (north and east sides) with new sidewalk connections providing access. The columbarium is located approximately 82' from the nearest property line (west) and represents less than 3,000 square feet of additional impervious area. No specimen trees will be impacted by the columbarium.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The STACC property has access from Rucker Road. The proposed use would not have significant impacts on vehicular and pedestrian access as the use is a low traffic generator.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-referenced improvements are provided at the applicant's property. The proposed use would not generate new trips to the property and therefore, would not require additional parking.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposal would not have significant impacts on surrounding properties, which are developed as single-family subdivisions. The proposed columbarium is very small, and neighboring properties will not be negatively impacted.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area;

Response: The proposal would not impede the normal and orderly development of surrounding properties, which are developed as single-family subdivisions. The proposed columbarium is very small, and neighboring properties will not be negatively impacted.

6. Ensuring that the location and character of the conditional use is consistent with a desirable pattern of development for the city, in general; and

Response: The location and character of the conditional use is consistent with the desirable development pattern in the City. The proposed columbarium is very small and will function as an accessory use on a property that has existed as a church since 1972.

7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches or schools.

Response: The nearest similar use (church with a columbarium or memorial garden) is located at St. Brigid Catholic Church at 3400 Old Alabama Rd in Johns Creek and St. Benedict Catholic Church at 11085 Parsons Road in Johns Creek, which are located approximately nine (9) miles to the east. The proposed conditional use is very small and will function as an accessory use to the church.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria for a conditional use. The proposal would not have significant impacts on surrounding properties, which are developed as single-family subdivisions. The proposed columbarium is very small and will function as an accessory use on a property that has existed as a church since 1972. Also, there are examples of columbariums in conjunction with a church in nearby jurisdictions, including St. Brigid Catholic Church and St. Benedict Catholic Church in Johns Creek.

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 public feedback was received with questions and comments regarding potential impacts to a stream, whether the use would include a traditional cemetery with full body burial, noise, traffic, impacts to Rucker Road, and the proposal represents a beautiful design.

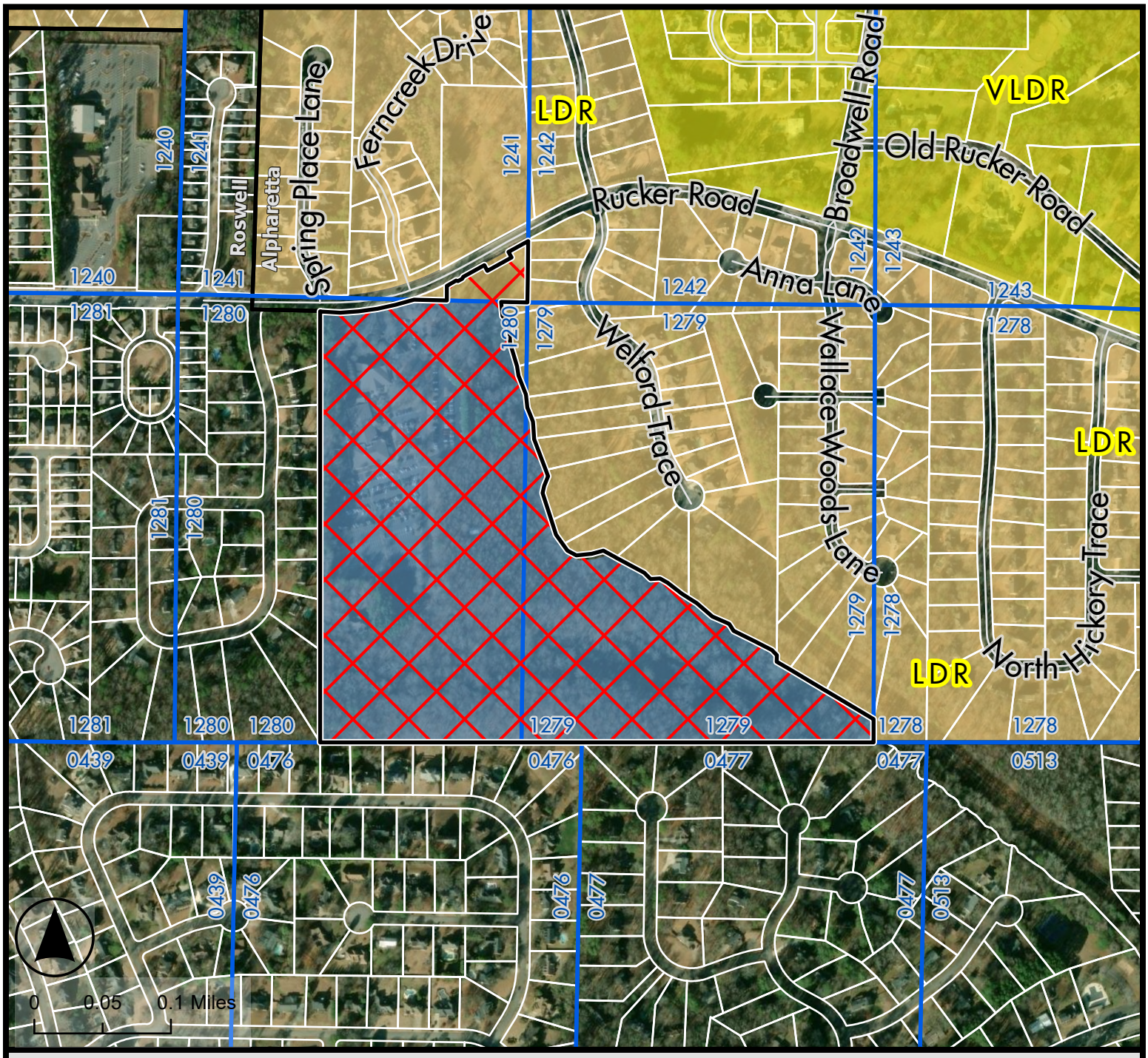
COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on June 10, 2026. There were public comments in support and in opposition. Concerns noted included noise, traffic, no burials, and overall growth of activity on Rucker Road.

ATTACHMENTS:

- Map Series
- CZIM
- Citizen Part B
- Public Comment
- Application

CU-26-07



Future Land Use Map

St. Thomas Aquinas Columbarium/Memorial

CU-26-07

D/LL: 2/2/1280

PC: 7/9

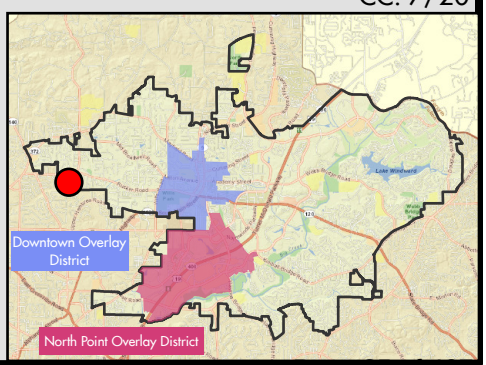
CC: 7/20

Legend

- CU-26-07
- Land Lots
- Tax Parcels

Future Land Use 2040

- Low Density Residential
- Public, Institutional, Education
- Very Low Density Residential

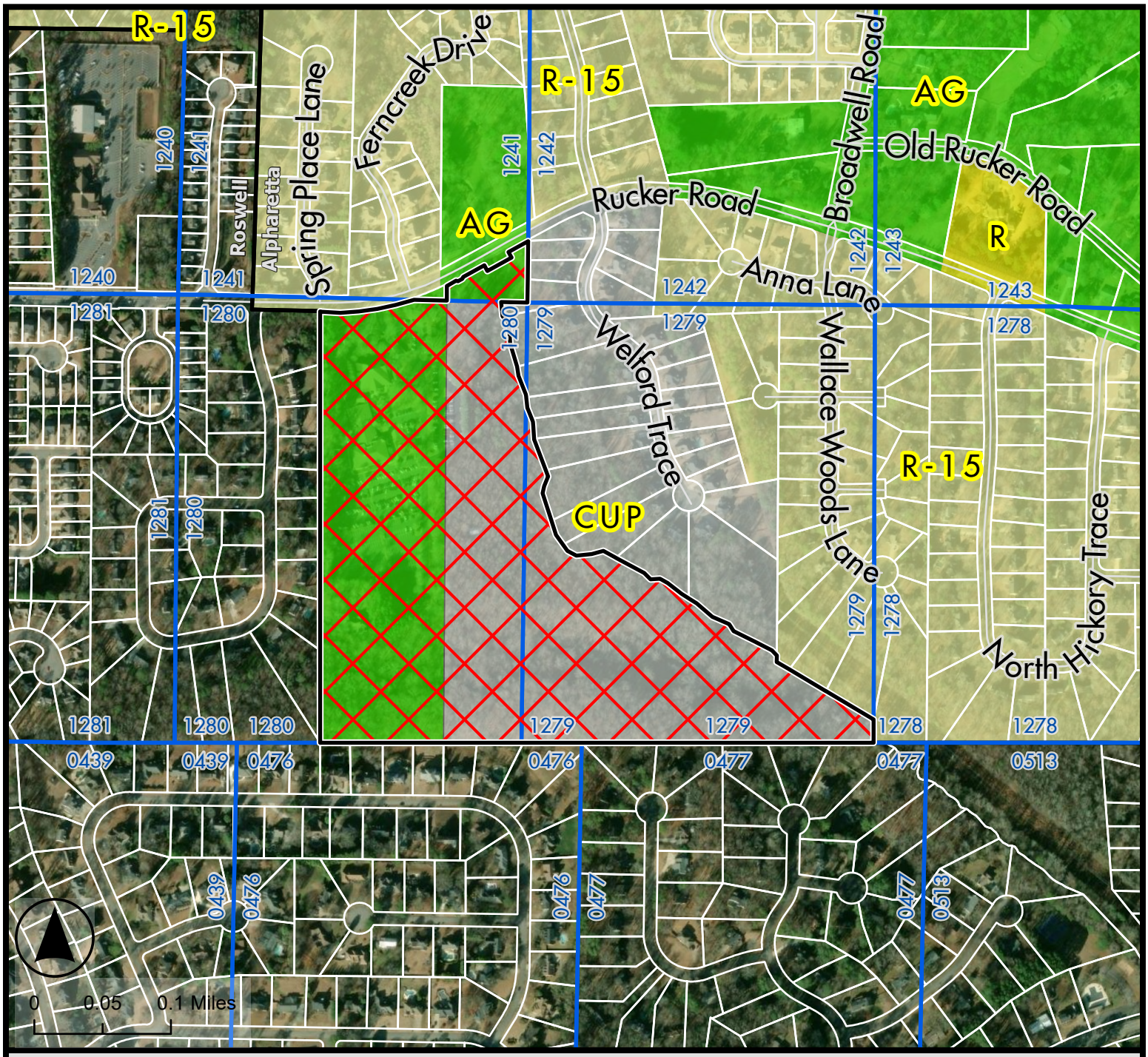


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

CU-26-07



Legend

- CU-26-07
- Land Lots
- Tax Parcels

Zoning District

- AG Agriculture
- CUP Community Unit Plan
- R Single Family Detached Residential
- R-15 Single Family Detached Residential

Zoning Map

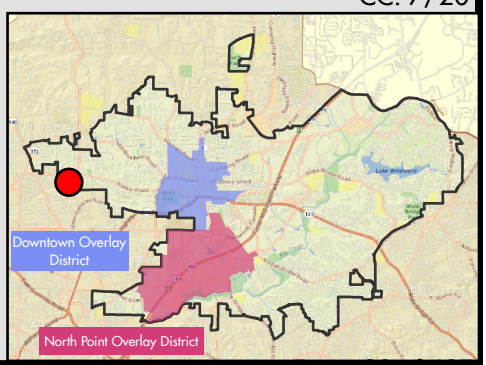
St. Thomas Aquinas Columbarium/Memorial

CU-26-07

D/LL: 2/2/1280

PC: 7/9

CC: 7/20

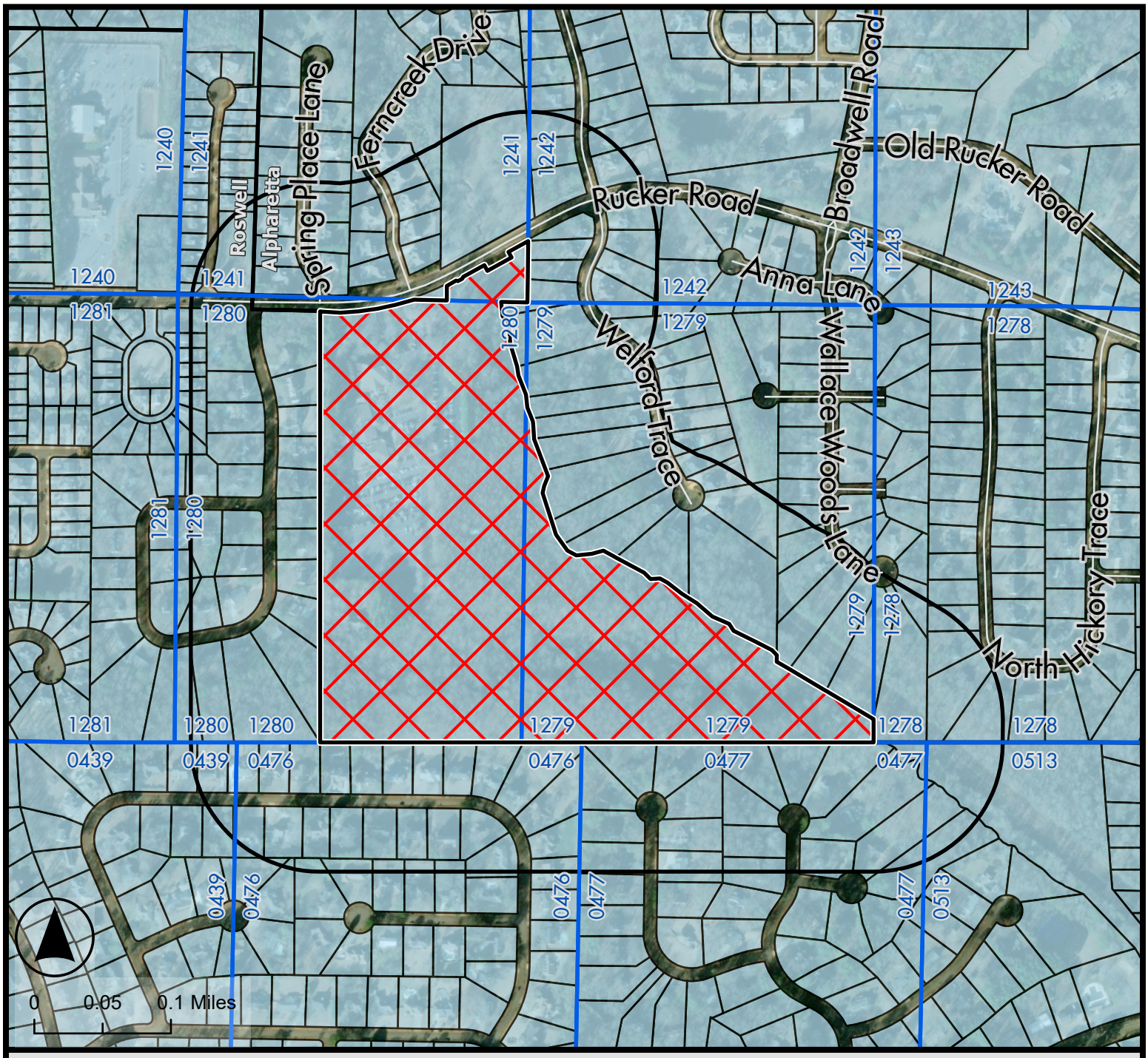


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

CU-26-07



Location Map

St. Thomas Aquinas Columbarium/Memorial

CU-26-07

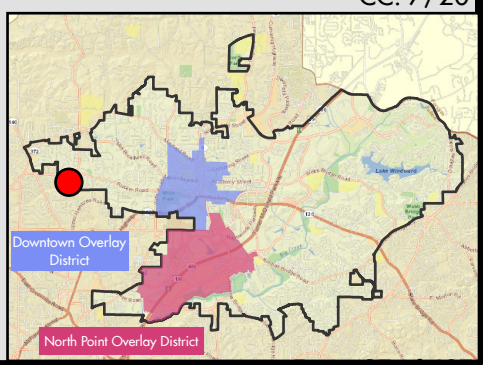
D/LL: 2/2/1280

PC: 7/9

CC: 7/20

Legend

- CU-26-07
- Land Lots
- Tax Parcels
- 500 ft Buffer

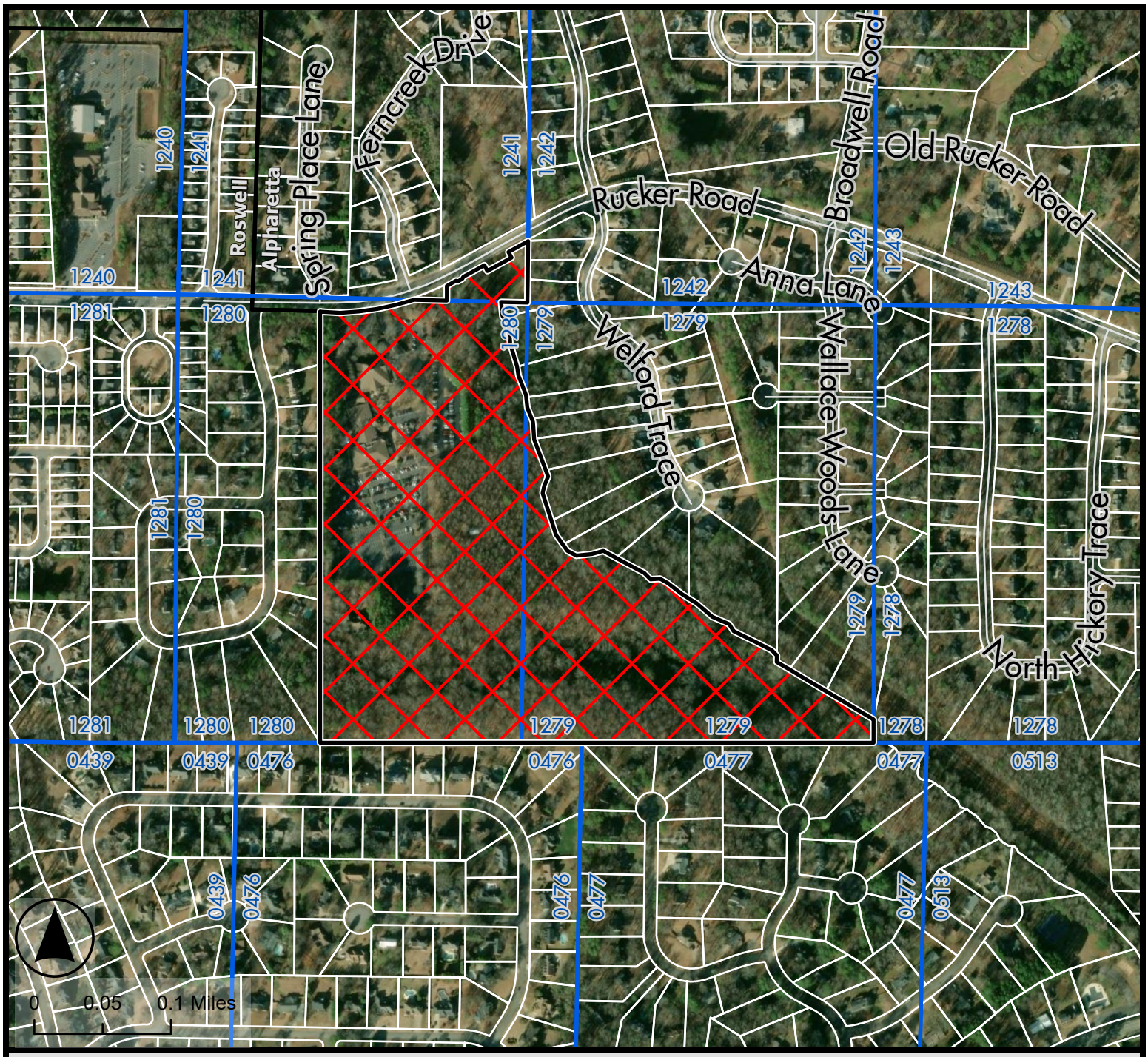


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

CU-26-07



Legend

- CU-26-07
- Land Lots
- Tax Parcels

Aerial Map

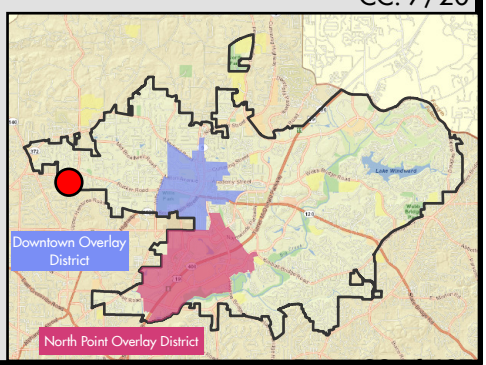
St. Thomas Aquinas Columbarium/Memorial

CU-26-07

D/LL: 2/2/1280

PC: 7/9

CC: 7/20



THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

Community Zoning Information Meeting (CZIM) June 10, 2026

Please sign-in and leave your comments and/or concerns.

CU-26-07 / St. Thomas Aquinas Catholic Church Columbarium

NAME	ADDRESS	COMMENTS
NAURGEU & DENNIS Knaebel	125 Rosebury Dr Canton, GA 30115	We are the Chairs for STA Columbarium
Julia Johnson	290 Barrow Downs	As long as there are no ~~[illegible]~~ burials
Alexis Kennedy	165 Welford Trace	
Emina Elwood	175 Welford Trace emina.elwood@gmail.com	Concerns of noise, traffic, future burial requests, Overall growth of activity @ Rucker Road
PAUL DANIELS	2624 KENTWOOD LN ALPHARETTA, GA 30009	BEAUTIFUL DESIGN. GREAT PROJECT FOR ST. THOMAS AQUINAS
VLADIMIR MIKU	790 BRADLEIGH TRACE	

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: St. Thomas Aquinas Catholic Church Columbarium

Contact Name: Michael P Boland Telephone: [redacted]

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.

Shannon Howell sent us an email with four questions related to the location of the columbarium on the property as well as the impact to the existing stream along the property. See attached email along with the response to her questions that was sent.

Julia Johnson, who attended the CZIM hearing, wondered if this would be a cemetery and was concerned about full body burials. She was assured that there would be no burials on the property, only ash/cremains being located in the columbarium niches. - see attached sign in sheet.

Emina Elwood, who attended the CZIM hearing, was concerned about noise, traffic and future burials and how it might impact Rucker Rd. We explained that the columbarium would not increase traffic, as funerals already occur on the campus inside the church, and that will not change. The columbarium is not used for outdoor services, so that would not create any noise issues. The columbarium is a quiet memorial garden that would typically not have more than a few people in the garden at a time. We also stated that there would not be any burials of bodies on the property. - see attached sign in sheet.

Paul Daniels, who attened the CZIM hearing, said it was a beautiful design and would be a great project for St. Thomas Aquinas. - see attached sign in sheet.

One of the city council members, Ms. Katie Reeves, was at the CZIM hearing but didn't sign the sign in sheet. She mentioned that she was a member of a local catholic church that has a columbarium (St. Brigid Catholic Church in Johns Creek) and she said that it would the columbarium proposed for St. Thomas Aquinas would be a great addition to the church campus. I do not have that in writing.

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

- [ ] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [x] Email
- [x] Other *(Please Specify)* In person at the CZIM Meeting on June 10, 2026

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: Michael P Boland Date: 06.12.2026

Print Form

From: Michael Boland
To: "STA Columbarium"; Shannon Howell
Subject: RE: Questions regarding Columbarium
Date: Wednesday, June 10, 2026 1:45:00 PM
Attachments: STACC AS01 ARCHITECTURAL SITE PLAN.pdf
STACC AS02 ENLARGED ARCHITECTURAL SITE PLAN.pdf
aerial view with distance from columbarium to Rucker Rd..jpg
aerial view with distance from columbarium to property line at Barrow Downs.jpg
aerial view with distance from columbarium to property line @ Welford Trace.jpg
08 STACC Aerial Rendering.jpg
image001.png

Ms. Howell:

Thank you for your email and questions. I have responded to your questions in the email below in **red bold text** and have included some attachments that also answer those questions graphically. I have also attached a rendered image of the proposed columbarium so you can understand how the design blends in with the current property. I hope these images and my answers below help. Feel free to reach out with any additional questions. I will be at the meeting tonight, so feel free to stop by.

Regards,

Michael P. Boland, RA
michael@smithboland.com
office 770.435.3080
mobile [redacted]

smith•boland
ARCHITECTS
www.smithboland.com

From: STA Columbarium <sta.columbarium@archatl.com>
Sent: Tuesday, June 9, 2026 3:05 PM
To: Shannon Howell [redacted];
Cc: Michael Boland <michael@smithboland.com>
Subject: RE: Questions regarding Columbarium

Hello Ms. Howell,

I have forwarded your message to our Architect's office - Smith-Boland, and they will provide you with the information you have requested.

Thank you for your inquire and we hope to see you at the City meeting tomorrow evening.

Sincerely,

Ted Collins
Program Manager
Catholic Construction Services Inc

2401 Lake Park Dr SE . Smyrna, GA . 30080
[redacted]

-----Original Message-----
From: Shannon Howell [redacted]
Sent: Monday, June 1, 2026 5:26 PM
To: STA Columbarium [redacted]
Subject: Questions regarding Columbarium

Caution! This message was sent from outside your organization.

Hi Ted,

I am a property owner at 110 Welford Trace and received the public notice dated May 20, 2026 regarding CU-26-07, the conditional use request for a columbarium and memorial garden at St. Thomas Aquinas Catholic Church.

The notice describes the 48.06-acre property and the land lots (1241, 1279, and 1280) but does not show where on the site the columbarium and memorial garden would actually be located. Could you please share the following:

1. A site plan or site map showing the proposed location and footprint of the columbarium and memorial garden. **See attached site plans.**
2. The approximate distance from the proposed location to Rucker Road and to the nearest adjacent residential property lines, including those along Welford Trace. **See attached aerial photos**
3. How the proposed location relates to the perennial streams on the property and the required stream buffers and setbacks. **The columbarium location is over 650' from the stream along the eastern property edge and will not impact the stream. We will be providing underground stormwater systems to direct water from the new impervious area to the existing detention ponds on the property.**
4. Whether this site plan will be available for review at the June 10 Community Zoning Information Meeting or prior. **I believe the City of Alpharetta will have the site plans at the meeting tonight, but I have attached them to this email.**

I would like to understand the proposal accurately before the meeting. Thank you for your time, and I look forward to your response.

Sincerely,
Shannon Howell
110 Welford Trace, Alpharetta, GA 30004

Community Zoning Information Meeting (CZIM) June 10, 2026

Please sign-in and leave your comments and/or concerns.

CU-26-07 / St. Thomas Aquinas Catholic Church Columbarium

NAME	ADDRESS	COMMENTS
NAUREEN & DENNIS Knaebel	125 Rosebury Dr Canton, GA 30115	We are the Chairs for STA Columbarium
Julia Johnson	290 Burrow Downs	As long as there are no ~~[illegible]~~ burials
Alexis Kennedy	165 Welford Trace	
Emina Elwood	175 Welford Trace [redacted]	Concern of noise, traffic, future build requests, Overall growth of activity @ Rucker Road
PAUL DANIELS	2624 KENTWOOD LN ALPHARETTA, GA 30009	BEAUTIFUL DESIGN. GREAT PROJECT FOR ST. THOMAS AQUINAS
VLADIMIR [illegible]	790 SADDLE LIGHT TRACE	

THE ROMAN CATHOLIC
ARCHDIOCESE OF ATLANTA

May 19, 2026

St. Thomas Aquinas Catholic Church
535 Rucker Rd.
Alpharetta, Georgia 30004

RE: **CU-26-07 St. Thomas Aquinas Catholic Church Columbarium**

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a conditional use to allow 'Cemetery' use at St. Thomas Aquinas Catholic Church on 48.06 acres. A conditional use is requested to allow 'Cemetery' for a columbarium/memorial garden. The property is located at 535 Rucker Road and is legally described as being located in Land Lots 1241, 1279 & 1280, 2nd District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, June 10, 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, July 9, 2026, at 6:30 PM**. and **City Council on Monday, July 20, 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 STA.Columbarium@archatl.com

Sincerely,

Ted Collins

Ted Collins
Program Manager
Catholic Construction Services, Inc.
2401 Lake Park Dr. SE
Smyrna, GA 30080
Cell: 404-895-7058

GREENFIELD TODD P & MERRIE E
725 SADDLE RIDGE TRC
ROSWELL GA 30076

HAZINEH POHWA ET AL
740 SADDLE RIDGE TRCE
ROSWELL GA 30076

LARSON JONATHAN & BETHANN
750 SADDLE RIDGE TRC
ROSWELL GA 30076

SHARPTON ANDREW GREGORY
& JOSEPHINE E
755 SADDLE RIDGE TRC
ROSWELL GA 30076

MCCRANIE DORIS CHRISTINE
745 SADDLE RIDGE TRC
ROSWELL GA 30076

KENYON ANNE
735 SADDLE RIDGE TRC
ROSWELL GA 30076

POVEROMO WILLIAM
760 SADDLE RIDGE TRCE
ROSWELL GA 30076

SINGH YOGESH
770 SADDLE RIDGE TRC
ROSWELL GA 30076

VINCOLA JOSEPH C & HEIDI
780 SADDLE RIDGE TRC
ROSWELL GA 30076

MIKOV VLADIMIR HRISTOV & ZLATINA
790 SADDLE RIDGE TRC
ROSWELL GA 30076

COPPINGER PATRICK D
800 SADDLE RIDGE TRC
ROSWELL GA 30076

CHILTON BEAU B & CHRISTI F
810 SADDLE RIDGE TRC
ROSWELL GA 30076

DRUMMOND J CARY
820 SADDLE RIDGE TRC
ROSWELL GA 30076

IZARD MARY K
830 SADDLE RIDGE TRC
ROSWELL GA 30076

RUIZ FELIPE & BETANCOURT SANDRA
RAQUEL QUINTANILLA
840 SADDLE RIDGE TRCE
ROSWELL GA 30076

SEESE ELSE S & WELLER BETTY J
850 SADDLE RIDGE TRC
ROSWELL GA 30076

MADDOX PAULA J & BENSON LOREN
940 SADDLE RIDGE CT
ROSWELL GA 30076

TANAKA YOSHIYUKI & NAOKO
930 SADDLE RIDGE CT
ROSWELL GA 30076

CROSSON CHAD DAVIS
& JORDANA BRIELLE
920 SADDLE RIDGE CT
ROSWELL GA 30076

CHEN SU GUANG & HE SHENG
910 SADDLE RIDGE CT
ROSWELL GA 30076

ALLEN WILLIAM J & ALLEN MARCELLINE B
900 SADDLERIDGE CT
ROSWELL GA 30076

GOODWIN KENNETH
815 SADDLE RIDGE TRL
ROSWELL GA 30076

MARSTON WM A JR & TERESA T
805 SADDLE RIDGE TRC
ROSWELL GA 30076

CHILTON CONSTANCE K
795 SADDLE RIDGE TRC
ROSWELL GA 30076

WATERS JOSHUA R
785 SADDLE RIDGE TRC
ROSWELL GA 30076

FITZPATRICK STEPHEN K & BELINDA
775 SADDLE RIDGE TRC
ROSWELL GA 30076

HARRISON ROBERT W & ROSEMARY A
765 SADDLE RIDGE TRC
ROSWELL GA 30076

CONNORS CHAD
495 HEMBREE HOLW
ROSWELL GA 30076

SOBHANI ROUHA
505 HEMBREE HOLLOW
ROSWELL GA 30076

MANSELL PHILIP & MANSELL TAYLOR
515 HEMBREE HOLW
ROSWELL GA 30076

SUBRAHMANYAM VIJAYA
520 HEMBREE HOLLOW
ROSWELL GA 30076

BLAUVELT NATHAN T &
ANDERSON EMILY A
510 HEMBREE HOLW
ROSWELL GA 30076

IRWIN KEN
500 HEMBREE HOLW
ROSWELL GA 30076

MC NEIL LINDSEY M &
MC NEIL ALEXANDER B
490 HEMBREE HOLW
ATLANTA GA 30309

DOLIVE HENRY D III & MARY T
480 HEMBREE HOLLOW
ROSWELL GA 30076

CLARK GEORGE & CARLA
170 HEMBREE CIRCLE DR
ROSWELL GA 30076

BETANCOURT MIGUEL JR
180 HEMBREE CIRCLE DR
ROSWELL GA 30076

DEFAZIO CHRISTINE
190 HEMBREE CIRCLE DR
ROSWELL GA 30075

SHEPARD SHIRLEY E & KELLY G
200 HEMBREE CIRCLE DR
ROSWELL GA 30076-1154

BARTLETT BETH & LAURINAITIS MARC
205 HEMBREE CIRCLE DR
ROSWELL GA 30076

ERIC A PARIS TESTAMENTARY TRUST THE
P O BOX 70
PRINCETON ME 04668

MOHR VALERIYA
185 HEMBREE CIRCLE DR
ROSWELL GA 30076-1160

KNUDSON JEFFREY BURNS
175 HEMBREE CIRCLE DR
ROSWELL GA 30076

PAMELIA SUE OWENS REVOCABLE TRUST THE
310 UPPER CREEK CT
ROSWELL GA 30076

WOODEN ROBERT H & JULIE A
12104 WALNUT TER
ALPHARETTA GA 30004

SHAVE SANDRA L & DONALD J
12100 WALNUT TER
ALPHARETTA GA 30004

HALL JULIE H
12096 WALNUT TER
ALPHARETTA GA 30004

WHALEY ANNETTE H
12092 WALNUT TER
ALPHARETTA GA 30004

BOWEN MICHAEL JASON
& STROBEL GINI
12088 WALNUT TER
ALPHARETTA GA 30004

MARDANLOU ADAM & SYDNEY
12084 WALNUT TER
ALPHARETTA GA 30004

COTTAGES OF CRABAPPLE
HOMEOWNERS ASSN INC
3245 PEACHTREE PKWY D242
SUWANEE GA 30024

DE RAY DIPANJAN
& MUKHERJEE PARIJAT
125 WELFORD TRCE
ALPHARETTA GA 30004-6622

TAI MICHAEL WAYNE & VELEDA YUE
150 WELFORD TRCE
ALPHARETTA GA 30004

MAWAD KHALEELULLAH & AYESHA F
180 WELFORD TRCE
ALPHARETTA GA 30004

ARIF MOHAMMAD & NASEEM
190 WELFORD TRCE
ALPHARETTA GA 30004

BOOTHE FRED D & SUSAN M
200 WELFORD TRCE
ALPHARETTA GA 30004

CHARLESTON ANITA
210 WELFORD TRC
ALPHARETTA GA 30004

LEE CHRIS JIN LEE JANNET POKHUI
220 WELFORD TRCE
ALPHARETTA GA 30004

BULLARD WILLIAM A
& BULLARD SARAH D
225 WELFORD TRC
ALPHARETTA GA 30004

FUCHS DONALD J JR ET AL
215 WELFORD TRC
ALPHARETTA GA 30004

ANGULO DIAZ EDGAR ET AL
205 WELFORD TRCE
ALPHARETTA GA 30004

KHAN ANWAR H & CATHERINE G
195 WELFORD TRCE
ALPHARETTA GA 30004

DINH QUANG ANH
185 WELFORD TRCE
ALPHARETTA GA 30004

ELWOOD JOSHUA & SELMIC EMINA
175 WELFORD TRC
ALPHARETTA GA 30004

KENNEDY MARC R & ALEXIS M
165 WELFORD TRCE
ALPHARETTA GA 30004

KANAKAMEDALA JAYABABU
& BYRAPUNENI HEMA
155 WELFORD TRCE
ALPHARETTA GA 30004

WILLIAMS JOSEPH K & LOUISE C
248 WEST ANDREWS DR NW
ATLANTA GA 30305-2016

BUCHANAN JAIRUS KEITH
& AMBER BRADFORD
725 MARIANNA LANE
ALPHARETTA GA 30004

ANDERSON BRIAN M & BARBARA A
100 BARROW DOWNS
ALPHARETTA GA 30004-4013

ESASKY JOHN R & LAURA E
110 BARROW DOWNS
ALPHARETTA GA 30004-4013

COYLE TIMOTHY & LINDA
120 BARROW DOWNS
ALPHARETTA GA 30004

HAHN DELIHA &
HAHN JUSTIN THOMAS
130 BARROW DOWNS
ALPHARETTA GA 30004

DOYLE SEAN & ELIZABETH
140 BARROW DOWNS
ALPHARETTA GA 30004

FUNCKNER HERNAN JAVIER
& MODESTINI PAOLA VERONICA
150 BARROW DOWNS 14002
ALPHARETTA GA 30004

BERNATZ JESSICA M & BERNATZ JOHN
260 BARROW DOWNS
ALPHARETTA GA 30004

KOTUN WILLIAM M & CAROLYN D
270 BARROW DOWNS
ALPHARETTA GA 30004-6322

SERWOTKA GUENTER & SUSANNA H
280 BARROW DOWNS
ALPHARETTA GA 30004

JOHNSON EILEEN R
290 BARROW DOWNS
ALPHARETTA GA 30004

JESSE STEWART LIVING TRUST &
CAROLYN LOUISE TRAVERS LIVING TRUST
300 BARROW DOWNS
ALPHARETTA GA 30004-6325

KING STEWART & LANDELE
310 BARROW DOWNS
ALPHARETTA GA 30004

HOWARD CHRISTI H & TERRY L
320 BARROW DOWNS
ALPHARETTA GA 30004

BEST SHELDON & VERONICA
330 BARROW DOWNS
ALPHARETTA GA 30004-6325

WELSH DAVID N & WELSH KATHLEEN
340 BARROW DOWNS
ALPHARETTA GA 30004

HOLCOMBE GRETCHEN &
POMERANCE DAVID
350 BARROW DOWNS
ALPHARETTA GA 30004

STEIDING DEAN MARSH & STEIDING RORIE
360 BARROW DOWNS
ALPHARETTA GA 30004

CARRASQUILLO RALPH & NICOLE
305 BARROW DOWNS
ALPHARETTA GA 30004

GARVERICK RICHARD ANDREW & JULIE A
295 BARROW DOWNS
ALPHARETTA GA 30004-6323

RODRIGUEZ JAIME PHAM & ETIENNE JOSE
285 BARROW DOWNS
ALPHARETTA GA 30004

BOWLBY EDWARD REED III & KRISTY K
255 BARROW DOWNS
ALPHARETTA GA 30004

BROWN DOUGLAS A & BROWN DIANA
225 BARROW DOWNS
ALPHARETTA GA 30004

BRUCKMAN FAMILY REVOCABLE
LIVING TRUST THE
195 BARROW DOWNS
ALPHARETTA GA 30004-4014

CASHIN ROBERT A JR &
CASHIN ASHLEY CHEEK
155 BARROW DOWNS
ALPHARETTA GA 30004

WEBB WHEATON & STEPHANIE
11990 WALLACE WOODS LN
ALPHARETTA GA 30004-4091

RHODES TIMOTHY A & RHODES KATHERINE L
12055 WALLACE WOODS LANE
ALPHARETTA GA 30004

WISELEY DANIELLE & KELLY STEVEN
12070 WALLACE WOODS LN
ALPHARETTA GA 30004

RICE CINDY J & RICE CHARLES M
12060 WALLACE WOODS LANE
ALPHARETTA GA 30004

PILLION KEVIN J & TINA S
12040 WALLACE WOODS LN
ALPHARETTA GA 30004

LANG DAVID M & DEBRA ELAINE
12065 WALLACE WOODS LN
ALPHARETTA GA 30201

KATTAN HADI & HANADI
12150 SPRING PLACE LANE
ALPHARETTA GA 30004

MOORE JASON & MOORE MARA
12160 SPRING PLACE LANE
ALPHARETTA GA 30004

COOPER CATHERINE
12170 SPRING PLACE LANE
ALPHARETTA GA 30004

NABAVI ALIREZA & AMARYLIS
12180 SPRING PLACE LN
ALPHARETTA GA 30004-4000

BARRAZA FERNANDO & BRITO PERLA G
12185 SPRING PLACE LANE
ALPHARETTA GA 30004

YEATER JOHN L & EVE E
12175 SPRING PLACE LN
ALPHARETTA GA 30004

SHIHATA WADIE K
12165 SPRING PLACE LANE
ALPHARETTA GA 30004

LEE HYE JUNG
12155 SPRING PLACE LANE
ALPHARETTA GA 30004

BEARD WILLIAM J III & SUSAN H
12000 N HICKORY TRCE
ALPHARETTA GA 30004

FULKERSON KIM
12010 N HICKORY TRCE
ALPHARETTA GA 30004

DALE MELISSA & PATRICK K
12020 N HICKORY TRC
ALPHARETTA GA 30004

SMITH KEVIN E & SMITH KAREN
12030 N HICKORY TRC
ALPHARETTA GA 30004

JACQUES DANIEL LEE
12040 N HICKORY TRCE
ALPHARETTA GA 30004

DORISCA LENIE
1035 COLGAN CT
ALPHARETTA GA 30022

DIVOSEVIC JESSICA B & JASON R
12235 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

MARVIS RENITA BUTLER
LIVING TRUST THE
12230 CRABAPPLE CHASE DR
ALPHARETTA GA 30004-6321

HUNT DAVID & JEANNINE TALLY
12245 CRABAPPLE CHASE DR
ALPHARETTA GA 30004-6312

KEBANLI ARTHUR
12250 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

SHAIKH AYESHA & ADNAN H
130 WELFORD TRC
ALPHARETTA GA 30004

ALLSTADT DANIEL
12225 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

HOWELL SHANNON & CORTLANDT
110 WELFORD TRCE
ALPHARETTA GA 30004

OSSANNA TODD &
TORRES BENJAMIN
120 WELFORD TRCE
ALPHARETTA GA 30004

GEETHAKUMARISNAIR SHYAM
& SATHYAMOORTHY SUJATHA
1025 COLGAN CT
ALPHARETTA GA 30004

HEINTZ EVA LIANG HUANG
705 ANNA LANE
ALPHARETTA GA 30004

HALLE ROBERT MOORE
710 SADDLE RIDGE TRC
ROSWELL GA 30076

ALI TARIQ MOHAMMED
& QUADRI MARIAM F
1015 COLGAN CT
ALPHARETTA GA 30004

GUTZWEILER BENJAMIN R
& GUTZWEILER ERICA
12010 WALLACE WOODS LANE
ALPHARETTA GA 30004

BROWN LINDSAY R & GREGORY A
1060 GOLGAN CT
ALPHARETTA GA 30004

PEACHTREE INVESTMENT PROPERTIES LLC
1411 WATERFORD GREEN DR
MARIETTA GA 30068

CHIU CHUN KIT & LAM YUEN CHING
140 WELFORD TRCE
ALPHARETTA GA 30004

CRANOR ROBYN G & KENT R
12050 WALLACE WOODS LN
ALPHARETTA GA 30004-4082

JOHNSON DRAYTON KENNETH
& DEVENISH ELIZABETH JANE
12020 WALLACE WOODS LANE
ALPHARETTA GA 30004

PAULK BRUCE B & JUDY S
240 BARROW DOWNS
ALPHARETTA GA 30004-6322

EVANS LORI
12220 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

SHAABAN MAHMOUD A & DIAZ ANA M
12240 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

PAS REVOCABLE TRUST THE
12108 WALNUT TER
ALPHARETTA GA 30004

BRANDL ESTATES HOMEOWNERS
ASSOCIATION INC
900 NORTH POINT PKWY STE 325
ALPHARETTA GA 30005

BOLDEN PAUL A
135 WELFORD TRCE
ALPHARETTA GA 30004

RAMOS ERIN & ERNESTO
105 WELFORD TRC
ALPHARETTA GA 30004

WATSON ROBERT E & KATHRYN
235 WELFORD TRC
ALPHARETTA GA 30004

RUSSELL YVONNE K E & STEVEN M
12030 WALLACE WOODS LANE
ALPHARETTA GA 30004

CITY OF ALPHARETTA GEORGIA
2 PARK PLZ
ALPHARETTA GA 30009

FRECK KEITH MATTHEW
130 BRIDLE TRAIL CT
ROSWELL GA 30076

13 DESIGNS LLC
4290 BELLS FERRY RD SUITE 134
KENNESAW GA 30144

MARSH THOMAS B JR & ALICE H
140 BRIDLE TRAIL CT
ROSWELL GA 30076

KONIECZNY MICHAEL S & LISA M
320 UPPER CREEK CT
ROSWELL GA 30076

KONIECZNY MICHAEL SCOTT & LISA MARIE
320 UPPER CREEK CT
ROSWELL GA 30076

SMITH JULIA
12000 WALLACE WOODS LANE
ALPHARETTA GA 30022

AOA PARISH REAL ESTATE TRUST THE
2401 LAKE PARK DR SE
SMYRNA GA 30080

BRYAN RUSSELL JOE N JR & LISA SWIFT
250 BARROW DOWNS
ALPHARETTA GA 30004

SWITTS JEFFREY K & NGUYEN PHUONG
720 SADDLE RIDGE TRCE
ROSWELL GA 30076

KAP REBECCA
12252 FERNCREEK DR
ALPHARETTA GA 30004

RED ELEPHANT INVESTMENT GROUP LLC
178 S MAIN ST STE 250
ALPHARETTA GA 30009

ARJMAND MEHDI & GANJI SOHILA
12254 FERNCREEK DR
ALPHARETTA GA 30004

FERNCREEK REGISTRY
HOMEOWNERS ASSN INC
900 NORTH POINT PKY STE 325
ALPHARETTA GA 30005

SOMMERFELD PATRICIA A
& AMIPOUR HAMID J
12250 FERNCREEK DR
ALPHARETTA GA 30004

ARIF MAHMOOD ABU & ISLAM SAILA
12257 FERNCREEK DR
ALPHARETTA GA 30004

PATEL SACHIN & PATEL KRUPA
12253 FERNCREEK DR
ALPHARETTA GA 30004

LEIKER AARON JOSEPH & CHERYL NICOLE
12259 FERNCREEK DR
ALPHARETTA GA 30004

CUBA WILSON V & KING CUBA JULIA R
12251 FERCREEK DR
ALPHARETTA GA 30004

GRIFFITHS CHAR LYNN & SAMUEL LEWIS
12255 FERNCREEK DR
ALPHARETTA GA 30004

FERNCREEK REGISTRY
HOMEOWNERS ASSN INC
900 NORTH POINT PKY SUITE 325
ALPHARETTA GA 30005

MILLER WAYNE & MENDY
100 WELFORD TRCE
ALPHARETTA GA 30004

From: Woodman, Michael
To: Michael Boland
Cc: Taylor, Elicia; [redacted]
Subject: Re: Questions regarding Columbarium
Date: Tuesday, June 9, 2026 5:33:02 PM

[redacted]

-----Original Message-----
From: Shannon Howell [redacted]
Sent: Monday, June 1, 2026 5:26 PM
To: STA Columbarium <sta.columbarium@archatl.com>
Subject: Questions regarding Columbarium

Caution! This message was sent from outside your organization.

Hi Ted,

I am a property owner at 110 Welford Trace and received the public notice dated May 20, 2026 regarding CU-26-07, the conditional use request for a columbarium and memorial garden at St. Thomas Aquinas Catholic Church.

The notice describes the 48.06-acre property and the land lots (1241, 1279, and 1280) but does not show where on the site the columbarium and memorial garden would actually be located. Could you please share the following:

1. A site plan or site map showing the proposed location and footprint of the columbarium and memorial garden.
2. The approximate distance from the proposed location to Rucker Road and to the nearest adjacent residential property lines, including those along Welford Trace.
3. How the proposed location relates to the perennial streams on the property and the required stream buffers and setbacks.
4. Whether this site plan will be available for review at the June 10 Community Zoning Information Meeting or prior.

I would like to understand the proposal accurately before the meeting. Thank you for your time, and I look forward to your response.

Sincerely,
Shannon Howell
110 Welford Trace, Alpharetta, GA 30004

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: CU-26-07
PH #: PHA260011
☐ 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: Michael Boland Telephone:

Address: 531 Roselane St NW Suite: 310

City Marietta State: GA Zip: 30060 Fax:

Mobile Tel: Email:

Subject Property Information:

Address: 535 Rucker Road, Alpharetta, GA 30004 Current Zoning: AG

District: 9 Section: Land Lot: 1280 Parcel ID: 22 402012790251

Proposed Zoning: Current Use: Church

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?

The use of the property will remain the same as it has been since St. Thomas Aquinas Catholic Church acquired and first occupied the property in the early 1970's, which is church or religious worship with accessory uses related to religious institutions, such as education.

Applicant's Request (Please itemize the proposal):

St. Thomas Aquinas Catholic Church is seeking to add a columbarium/memorial garden to their campus, which is defined as a Cemetery use in the Unified Development Code of Alpharetta. The property is currently zoned AG-agriculture, which allows cemeteries as a Conditional Use.

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

St. Thomas Aquinas Catholic Church is seeking to build a columbarium/memorial garden on their campus. The columbarium would consist of walls that contain niches for the storage of human cremains (ash). The walled garden would also contain a statue, fountain, benches and landscaping and hardscaping. No additional parking would be added to the campus. The total impervious increase to the campus will be less than 3000 sf. No specimen trees will be removed or encroached upon.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: "Archbishop Gregory J. Hartmayer, OFM Conv., Archbishop of the Archdiocese of Atlanta, as Trustee of AoA Parish Real Estate Trust, dated January 4, 2013 and His Appointed Successors and/or Administrators in Office"

Telephone: 404-920-7865

Address: 2401 Lake Park Dr. SE

Suite:

City Smyrna State: GA Zip: 30080 -

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
- ☐ Rezoning
- ☐ Variance/Exception
- ☐ Comprehensive Land Use Plan Amendment
- ☐ Special Use
- ■ Conditional Use
- ☐ Master Plan
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Michael Boland, AIA

Telephone: 404-513-2712

Address: 531 Roselane St. NW

Suite: 310

City Marietta State: GA Zip: 30060 -

So Sworn and Attested:

Owner Signature: by: John J. Schiavone

Date: 4/8/2026

Notary:

Notary Signature: Joseph LeDesma

JOSEPH LEDESMA NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 05, 2026

Date: 4/8/2026

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.

**"Archbishop Gregory J. Hartmayer, OFM Conv.,
Archbishop of the Archdiocese of Atlanta, as Trustee of
AoA Parish Real Estate Trust, dated January 4, 2013 and
His Appointed Successors and/or Administrators in Office"**

Name of Applicant or Opponent: _____

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: by: Joel J Schumann Date: 4/8/2026

THE MOST REVEREND
GREGORY J. HARTMAYER, OFM CONV.

SPECIAL POWER OF ATTORNEY

I, Gregory J. Hartmayer, OFM Conv., as Archbishop and Administrator of The Roman Catholic Archdiocese of Atlanta, and/or His Successors In Office, of 2401 Lake Park Drive, Smyrna, the County of Cobb, the State of Georgia, do hereby appoint Mr. John F. Schiavone of 2401 Lake Park Drive, the County of Cobb, the State of Georgia, my true and lawful attorney in fact, for me and in my name, place and stead, and for my use and benefit to:

Make, seal, and deliver, to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the possession of all lands, and all deeds and other assurances, in the law therefore, and to lease, let demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions and under such covenants as he shall think fit;

Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, chooses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatsoever nature and kind; and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver, and acknowledge such deeds, leases, mortgages, hypothecations, charter parties, bills of releases and satisfaction of mortgage, judgments, and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises;

I further give and grant unto the attorney in fact full power and authority to do everything necessary and proper to be done in the exercise of any of the foregoing powers as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue hereof.

This Special Power of Attorney is effective from December 1, 2025, through December 1, 2026.

Executed this First Day of December, Two Thousand Twenty-Five, at Smyrna, the State of Georgia.

+ Gregory J. Hartmayer, OFM Conv.
Most Reverend Gregory J. Hartmayer, OFM Conv.
Archdiocese of Atlanta, the County of Cobb, the State of Georgia

On December 1, 2025, before me, a notary public for the State of Georgia, personally appeared Archbishop Gregory J. Hartmayer, Archbishop of the Archdiocese of Atlanta, known to me or proved to me to be the person whose name is subscribed to the within power of attorney, and acknowledged to me that he or she has executed the same.

Notary Public for the State of Georgia

Witness

Witness

JOSEPH LEDESMA
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 05, 2026

THE MOST REVEREND
GREGORY J. HARTMAYER, OFM CONV.

AMENDMENT TO SPECIAL POWER OF ATTORNEY

I, Gregory J. Hartmayer, OFM Conv., as Archbishop and administrator of The Roman Catholic Archdiocese of Atlanta, and/or His Successors In Office, of 2401 Lake Park Drive, Smyrna, the County of Cobb, the State of Georgia, do hereby appoint Mr. John F. Schiavone of 2401 Lake Park Drive, the County of Cobb, the State of Georgia, my true and lawful attorney in fact, by virtue of that certain Special Power of Attorney, dated December 1, 2025 ("Power"), a copy of which is attached hereto:

I, Gregory J. Hartmayer, OFM Conv., as Archbishop of the Archdiocese of Atlanta, as Trustee of AoA Parish Real Estate Trust, dated January 4, 2013 ("Trust") do hereby appoint Mr. John Schiavone of 2401 Lake Park Drive, Smyrna, the County of Cobb, the State of Georgia, as Vice-President of Catholic Construction Services, Inc., my true and lawful attorney in fact, for me and in my name, place and stead, and for my use and benefit to sign construction contracts and related documents on behalf of the Trust.

The Power remains in effect and unchanged, except as may be indicated herein.

This Amendment to Special Power of Attorney is effective from December 1, 2025, through December 1, 2026.

Executed this First Day of December, Two Thousand Twenty-Five, at Smyrna, the State of Georgia.

Most Reverend Gregory J. Hartmayer, Archbishop of the Archdiocese of Atlanta, as Trustee of AoA Parish Real Estate Trust, dated January 4, 2013

+ Gregory J. Hartmayer, OFM Conv.

Archbishop Gregory J. Hartmayer, OFM Conv.

On December 1, 2025, before me, a notary public for the State of Georgia, personally appeared Archbishop Gregory J. Hartmayer, Archbishop of the Archdiocese of Atlanta, known to me or proved to me to be the person whose name is subscribed to the within power of attorney, and acknowledged to me that he or she has executed the same.

Notary Public for the State of Georgia

JOSEPH LEDESMA NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 05, 2026

Witness

Witness

LEGAL DESCRIPTION OF PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1241 OF THE 2ND DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 35 INCH POPLAR TREE MARKING THE SOUTHEASTERLY CORNER OF LAND LOT 1241 (SAID CORNER BEING COMMON TO LAND LOTS 1241, 1242, 1279 & 1280) AND PROCEED SOUTH 89°57'25" WEST FOR A DISTANCE OF 87.79 FEET A POINT ON THE CENTERLINE OF HUGHES BRANCH; PROCEEDING THENCE ALONG SAID CENTERLINE OF HUGHES BRANCH FOR THE FOLLOWING COURSES AND DISTANCES:

SOUTH 14°26'14" WEST, A DISTANCE OF 32.41 FEET TO A POINT;
THENCE SOUTH 36°16'37" EAST FOR A DISTANCE OF 71.46 FEET TO A POINT;
THENCE SOUTH 07°39'44" WEST FOR A DISTANCE OF 38.94 FEET TO A POINT;
THENCE SOUTH 23°35'45" EAST FOR A DISTANCE OF 37.25 FEET TO A POINT;
THENCE SOUTH 03°50'31" WEST FOR A DISTANCE OF 22.13 FEET TO A POINT;
THENCE SOUTH 19°28'07" EAST FOR A DISTANCE OF 44.46 FEET TO A POINT;
THENCE SOUTH 17°24'33" EAST FOR A DISTANCE OF 30.62 FEET TO A POINT;
THENCE SOUTH 05°31'22" EAST FOR A DISTANCE OF 38.43 FEET TO A POINT;
THENCE SOUTH 41°20'00" EAST FOR A DISTANCE OF 25.66 FEET TO A POINT;
THENCE SOUTH 19°18'32" EAST FOR A DISTANCE OF 38.58 FEET TO A POINT;
THENCE SOUTH 01°25'18" EAST FOR A DISTANCE OF 46.75 FEET TO A POINT;
THENCE SOUTH 22°48'43" EAST FOR A DISTANCE OF 76.24 FEET TO A POINT;
THENCE SOUTH 49°08'53" EAST FOR A DISTANCE OF 26.47 FEET TO A POINT;
THENCE SOUTH 54°39'55" WEST FOR A DISTANCE OF 19.10 FEET TO A POINT;
THENCE SOUTH 04°20'08" EAST FOR A DISTANCE OF 48.47 FEET TO A POINT;
THENCE SOUTH 23°58'18" EAST FOR A DISTANCE OF 92.98 FEET TO A POINT;
THENCE SOUTH 11°44'59" EAST FOR A DISTANCE OF 81.09 FEET TO A POINT;
THENCE SOUTH 35°01'10" WEST FOR A DISTANCE OF 37.82 FEET TO A POINT;
THENCE SOUTH 06°43'06" EAST FOR A DISTANCE OF 44.27 FEET TO A POINT;
THENCE SOUTH 27°14'44" EAST FOR A DISTANCE OF 77.80 FEET TO A POINT;
THENCE SOUTH 15°00'46" EAST FOR A DISTANCE OF 44.17 FEET TO A POINT;
THENCE SOUTH 38°43'22" EAST FOR A DISTANCE OF 99.04 FEET TO A POINT;
THENCE SOUTH 69°27'36" EAST FOR A DISTANCE OF 30.48 FEET TO A POINT;
THENCE NORTH 79°53'41" EAST FOR A DISTANCE OF 101.45 FEET TO A POINT;
THENCE SOUTH 72°09'10" EAST FOR A DISTANCE OF 61.79 FEET TO A POINT;
THENCE SOUTH 59°51'26" EAST FOR A DISTANCE OF 81.75 FEET TO A POINT;
THENCE SOUTH 34°08'58" EAST FOR A DISTANCE OF 24.66 FEET TO A POINT;
THENCE SOUTH 48°12'35" EAST FOR A DISTANCE OF 41.20 FEET TO A POINT;
THENCE NORTH 71°50'16" EAST FOR A DISTANCE OF 20.56 FEET TO A POINT;
THENCE SOUTH 75°27'41" EAST FOR A DISTANCE OF 38.48 FEET TO A POINT;
THENCE SOUTH 53°42'58" EAST FOR A DISTANCE OF 65.79 FEET TO A POINT;
THENCE SOUTH 57°49'59" EAST FOR A DISTANCE OF 53.70 FEET TO A POINT;
THENCE SOUTH 68°59'32" EAST FOR A DISTANCE OF 18.54 FEET TO A POINT;
THENCE SOUTH 51°46'33" EAST FOR A DISTANCE OF 38.16 FEET TO A POINT;
THENCE SOUTH 44°15'42" EAST FOR A DISTANCE OF 36.57 FEET TO A POINT;
THENCE SOUTH 59°48'18" EAST FOR A DISTANCE OF 74.30 FEET TO A POINT;
THENCE SOUTH 42°10'06" EAST FOR A DISTANCE OF 42.62 FEET TO A POINT;
THENCE SOUTH 74°57'50" EAST FOR A DISTANCE OF 28.75 FEET TO A POINT;
THENCE SOUTH 53°35'46" EAST FOR A DISTANCE OF 42.32 FEET TO A POINT;
THENCE SOUTH 68°55'56" EAST FOR A DISTANCE OF 63.87 FEET TO A POINT;
THENCE SOUTH 53°02'44" EAST FOR A DISTANCE OF 34.63 FEET TO A POINT;

THENCE DEPARTING SAID HUGHES BRANCH SOUTH 00°31'45" WEST FOR A DISTANCE OF 29.14 FEET TO A POINT LOCATED IN THE CENTERLINE OF HUGHES CREEK;

THENCE SOUTH 58°43'12" EAST FOR A DISTANCE OF 419.56 FEET TO AN IRON PIN FOUND (1/2”REBAR); THENCE SOUTH 04°11'30" EAST FOR A DISTANCE OF 99.90 FEET TO AN IRON PIN PLACED (1/2”REBAR); THENCE SOUTH 89°29'56" WEST FOR A DISTANCE OF 1124.25 FEET TO AN IRON PIN FOUND (1/2"OPEN TOP PIPE W/NAIL); THENCE NORTH 87°50'36" WEST FOR A DISTANCE OF 549.50 FEET TO AN IRON PIN FOUND (1/2”REBAR); THENCE NORTH 89°26'13" WEST FOR A DISTANCE OF 445.57 FEET TO A POINT (1 1/2" OPEN TOP PIPE); THENCE NORTH 00°28'55" WEST FOR A DISTANCE OF 1674.04 FEET TO AN IRON PIN PLACED (1/2”REBAR) ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD (60’ RIGHT-OF-WAY); PROCEEDING THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD, FOR THE FOLLOWING COURSES AND DISTANCES:

SOUTH 86°31'45" EAST FOR A DISTANCE OF 78.27 FEET TO A POINT;
THENCE 208.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1037.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 82°12'06" EAST, 207.96 FEET TO AN IRON PIN PLACED (1/2”REBAR);

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD (60’ RIGHT-OF-WAY) SOUTH 89°09'05" EAST FOR A DISTANCE OF 159.30 FEET TO AN IRON PIN FOUND (1/2”REBAR W/CAP); THENCE NORTH 01°21'31" EAST FOR A DISTANCE OF 57.26 FEET TO AN IRON PIN PLACED (1/2”REBAR) ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD (60’ RIGHT-OF-WAY); PROCEEDING THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD, FOR THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 65°42'55" EAST FOR A DISTANCE OF 9.54 FEET TO A POINT;
THENCE 72.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1035.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 64°30'40" EAST, 72.61 FEET TO A POINT;
THENCE SOUTH 72°42'04" EAST FOR A DISTANCE OF 7.08 FEET TO A POINT;
THENCE 19.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1040.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 61°41'40" EAST, 19.23 FEET TO A POINT;
THENCE NORTH 23°36'27" EAST FOR A DISTANCE OF 8.20 FEET TO A POINT;
THENCE NORTH 61°10'34" EAST FOR A DISTANCE OF 93.00 FEET TO A POINT;
THENCE SOUTH 28°49'26" EAST FOR A DISTANCE OF 25.00 FEET TO A POINT;
THENCE NORTH 61°10'34" EAST FOR A DISTANCE OF 107.00 FEET TO A POINT;
THENCE NORTH 28°49'26" WEST FOR A DISTANCE OF 25.00 FEET TO A POINT;
THENCE NORTH 61°13'44" EAST FOR A DISTANCE OF 87.14 FEET TO AN IRON PIN PLACED (1/2”REBAR);

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF RUCKER ROAD SOUTH 00°05'21" WEST FOR A DISTANCE OF 264.71 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINING 48.06 ACRES, OR 2,093,509 SQUARE FEET, MORE OR LESS, TO THE CENTERLINE OF CREEK.

04.21.2026

RE: Letter of Intent for the application for a Conditional Use Permit for:
St. Thomas Aquinas Catholic Church, 535 Rucker Rd., Alpharetta, GA 30004

St. Thomas Aquinas has been located and operating as a Catholic Church at 535 Rucker Rd., Alpharetta, GA 30004 since 1972. At the time that property was purchased and buildings were built, that address was located and controlled by Fulton County codes and ordinances. That property is now located in and controlled by the City of Alpharetta. The zoning for the property at 535 Rucker Rd. is AG – Agriculture. According to Section 2.2.1C 3 of the Unified Development Code for the City of Alpharetta, Churches are considered a permitted use in AG with a Conditional Use Permit. As the St. Thomas Aquinas parish has been operating as a church at this location for over 50 years without a conditional use permit, it is assumed that the church is grandfathered in as a pre-existing use, and they do not have any plans to change the use. The church would like to add a columbarium to their campus, which would fall under the use of Cemetery in the Unified Development Code. Cemeteries would require a Conditional Use Permit in the AG zoning; therefore, we are requesting the Conditional Use Permit for this reason. We are not requesting any variances as part of this application. The added square footage of impervious area to the property as proposed for the new columbarium, including the walls, hardscaping and sidewalks, is 2800 sf. No specimen trees will be removed or encroached upon for the creation of the columbarium garden.

SECTION 2.2 a CONDITIONAL USE REVIEW CRITERIA

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

1. Site design. The design will be consistent with the design of the existing buildings and natural features, matching existing materials and colors.
2. Property access. The columbarium/memorial garden will be located near the existing church and accessed from the current parking lots. No new parking would be added, as the columbarium/memorial garden will be an accessory use to the main use, which is church/worship.
3. Hours of operation of the business. The columbarium/memorial garden would only be accessible during daylight hours, assume 8am – 8pm. There will be gates that will close and lock after hours.
4. Vehicular trips generated by the use. Minimal. Theses spaces are for private reflection, not large gatherings. There would not be increased traffic to the property based on the addition of a columbarium/memorial garden.
5. Impact of the use on surrounding properties. Minimal. The columbarium/memorial garden will blend in with the existing campus, is not located near existing property lines, and will not generate any noise to the surrounding properties.
6. Impact of the use on the natural features of the site. Minimal. The columbarium/memorial garden will blend in with the existing campus and be landscaped to match the current natural features of the property. Any additional impervious areas created will be addressed with stormwater studies by a civil engineer and handled with on-site features. Documents will be submitted for Land

Disturbance and Building permits that would contain all information related to site disturbance.

7. Separation from similar uses and conflicting uses. The columbarium/memorial garden will be located adjacent to the existing church and will not be located near any property lines that abut the adjacent residential properties.

We are also providing a number of three-dimensional renderings of the proposed columbarium to this application in order to illustrate how the design of the walled garden relates to the existing architecture of the campus.

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: St. Thomas Aquinas Catholic Church Columbarium

Contact Name: Michael P Boland Telephone: 770.435.3080

The following people will be notified of this application and provided information describing the subject proposal. All properties within 500' or adjoining properties and the HOA MUST be notified. Notification requirements to be established by the City. Attach mailing list, as needed.

See attached mailing list provided by the City of Alpharetta

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
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)*

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

We will provide an email address that is project specific for all correspondence in order to have a record of questions received and the responses.

GREENFIELD TODD P & MERRIE E
725 SADDLE RIDGE TRC
ROSWELL GA 30076

HAZINEH POHWA ET AL
740 SADDLE RIDGE TRCE
ROSWELL GA 30076

LARSON JONATHAN & BETHANN
750 SADDLE RIDGE TRC
ROSWELL GA 30076

SHARPTON ANDREW GREGORY
& JOSEPHINE E
755 SADDLE RIDGE TRC
ROSWELL GA 30076

MCCRANIE DORIS CHRISTINE
745 SADDLE RIDGE TRC
ROSWELL GA 30076

KENYON ANNE
735 SADDLE RIDGE TRC
ROSWELL GA 30076

POVEROMO WILLIAM
760 SADDLE RIDGE TRCE
ROSWELL GA 30076

SINGH YOGESH
770 SADDLE RIDGE TRC
ROSWELL GA 30076

VINCOLA JOSEPH C & HEIDI
780 SADDLE RIDGE TRC
ROSWELL GA 30076

MIKOV VLADIMIR HRISTOV & ZLATINA
790 SADDLE RIDGE TRC
ROSWELL GA 30076

COPPINGER PATRICK D
800 SADDLE RIDGE TRC
ROSWELL GA 30076

CHILTON BEAU B & CHRISTI F
810 SADDLE RIDGE TRC
ROSWELL GA 30076

DRUMMOND J CARY
820 SADDLE RIDGE TRC
ROSWELL GA 30076

IZARD MARY K
830 SADDLE RIDGE TRC
ROSWELL GA 30076

RUIZ FELIPE & BETANCOURT SANDRA
RAQUEL QUINTANILLA
840 SADDLE RIDGE TRCE
ROSWELL GA 30076

SEESE ELSE S & WELLER BETTY J
850 SADDLE RIDGE TRC
ROSWELL GA 30076

MADDOX PAULA J & BENSON LOREN
940 SADDLE RIDGE CT
ROSWELL GA 30076

TANAKA YOSHIYUKI & NAOKO
930 SADDLE RIDGE CT
ROSWELL GA 30076

CROSSON CHAD DAVIS
& JORDANA BRIELLE
920 SADDLE RIDGE CT
ROSWELL GA 30076

CHEN SU GUANG & HE SHENG
910 SADDLE RIDGE CT
ROSWELL GA 30076

ALLEN WILLIAM J & ALLEN MARCELLINE B
900 SADDLERIDGE CT
ROSWELL GA 30076

GOODWIN KENNETH
815 SADDLE RIDGE TRL
ROSWELL GA 30076

MARSTON WM A JR & TERESA T
805 SADDLE RIDGE TRC
ROSWELL GA 30076

CHILTON CONSTANCE K
795 SADDLE RIDGE TRC
ROSWELL GA 30076

WATERS JOSHUA R
785 SADDLE RIDGE TRC
ROSWELL GA 30076

FITZPATRICK STEPHEN K & BELINDA
775 SADDLE RIDGE TRC
ROSWELL GA 30076

HARRISON ROBERT W & ROSEMARY A
765 SADDLE RIDGE TRC
ROSWELL GA 30076

CONNORS CHAD
495 HEMBREE HOLW
ROSWELL GA 30076

SOBHANI ROUHA
505 HEMBREE HOLLOW
ROSWELL GA 30076

MANSELL PHILIP & MANSELL TAYLOR
515 HEMBREE HOLW
ROSWELL GA 30076

SUBRAHMANYAM VIJAYA
520 HEMBREE HOLLOW
ROSWELL GA 30076

BLAUVELT NATHAN T &
ANDERSON EMILY A
510 HEMBREE HOLW
ROSWELL GA 30076

IRWIN KEN
500 HEMBREE HOLW
ROSWELL GA 30076

MC NEIL LINDSEY M &
MC NEIL ALEXANDER B
490 HEMBREE HOLW
ATLANTA GA 30309

DOLIVE HENRY D III & MARY T
480 HEMBREE HOLLOW
ROSWELL GA 30076

CLARK GEORGE & CARLA
170 HEMBREE CIRCLE DR
ROSWELL GA 30076

BETANCOURT MIGUEL JR
180 HEMBREE CIRCLE DR
ROSWELL GA 30076

DEFAZIO CHRISTINE
190 HEMBREE CIRCLE DR
ROSWELL GA 30075

SHEPARD SHIRLEY E & KELLY G
200 HEMBREE CIRCLE DR
ROSWELL GA 30076-1154

BARTLETT BETH & LAURINAITIS MARC
205 HEMBREE CIRCLE DR
ROSWELL GA 30076

ERIC A PARIS TESTAMENTARY TRUST THE
P O BOX 70
PRINCETON ME 04668

MOHR VALERIYA
185 HEMBREE CIRCLE DR
ROSWELL GA 30076-1160

KNUDSON JEFFREY BURNS
175 HEMBREE CIRCLE DR
ROSWELL GA 30076

PAMELIA SUE OWENS REVOCABLE TRUST THE
310 UPPER CREEK CT
ROSWELL GA 30076

WOODEN ROBERT H & JULIE A
12104 WALNUT TER
ALPHARETTA GA 30004

SHAVE SANDRA L & DONALD J
12100 WALNUT TER
ALPHARETTA GA 30004

HALL JULIE H
12096 WALNUT TER
ALPHARETTA GA 30004

WHALEY ANNETTE H
12092 WALNUT TER
ALPHARETTA GA 30004

BOWEN MICHAEL JASON
& STROBEL GINI
12088 WALNUT TER
ALPHARETTA GA 30004

MARDANLOU ADAM & SYDNEY
12084 WALNUT TER
ALPHARETTA GA 30004

COTTAGES OF CRABAPPLE
HOMEOWNERS ASSN INC
3245 PEACHTREE PKWY D242
SUWANEE GA 30024

DE RAY DIPANJAN
& MUKHERJEE PARIJAT
125 WELFORD TRCE
ALPHARETTA GA 30004-6622

TAI MICHAEL WAYNE & VELEDA YUE
150 WELFORD TRCE
ALPHARETTA GA 30004

MAWAD KHALEELULLAH & AYESHA F
180 WELFORD TRCE
ALPHARETTA GA 30004

ARIF MOHAMMAD & NASEEM
190 WELFORD TRCE
ALPHARETTA GA 30004

BOOTHE FRED D & SUSAN M
200 WELFORD TRCE
ALPHARETTA GA 30004

CHARLESTON ANITA
210 WELFORD TRC
ALPHARETTA GA 30004

LEE CHRIS JIN LEE JANNET POKHUI
220 WELFORD TRCE
ALPHARETTA GA 30004

BULLARD WILLIAM A
& BULLARD SARAH D
225 WELFORD TRC
ALPHARETTA GA 30004

FUCHS DONALD J JR ET AL
215 WELFORD TRC
ALPHARETTA GA 30004

ANGULO DIAZ EDGAR ET AL
205 WELFORD TRCE
ALPHARETTA GA 30004

KHAN ANWAR H & CATHERINE G
195 WELFORD TRCE
ALPHARETTA GA 30004

DINH QUANG ANH
185 WELFORD TRCE
ALPHARETTA GA 30004

ELWOOD JOSHUA & SELMIC EMINA
175 WELFORD TRC
ALPHARETTA GA 30004

KENNEDY MARC R & ALEXIS M
165 WELFORD TRCE
ALPHARETTA GA 30004

KANAKAMEDALA JAYABABU
& BYRAPUNENI HEMA
155 WELFORD TRCE
ALPHARETTA GA 30004

WILLIAMS JOSEPH K & LOUISE C
248 WEST ANDREWS DR NW
ATLANTA GA 30305-2016

BUCHANAN JAIRUS KEITH
& AMBER BRADFORD
725 MARIANNA LANE
ALPHARETTA GA 30004

ANDERSON BRIAN M & BARBARA A
100 BARROW DOWNS
ALPHARETTA GA 30004-4013

ESASKY JOHN R & LAURA E
110 BARROW DOWNS
ALPHARETTA GA 30004-4013

COYLE TIMOTHY & LINDA
120 BARROW DOWNS
ALPHARETTA GA 30004

HAHN DELIHA &
HAHN JUSTIN THOMAS
130 BARROW DOWNS
ALPHARETTA GA 30004

DOYLE SEAN & ELIZABETH
140 BARROW DOWNS
ALPHARETTA GA 30004

FUNCKNER HERNAN JAVIER
& MODESTINI PAOLA VERONICA
150 BARROW DOWNS 14002
ALPHARETTA GA 30004

BERNATZ JESSICA M & BERNATZ JOHN
260 BARROW DOWNS
ALPHARETTA GA 30004

KOTUN WILLIAM M & CAROLYN D
270 BARROW DOWNS
ALPHARETTA GA 30004-6322

SERWOTKA GUENTER & SUSANNA H
280 BARROW DOWNS
ALPHARETTA GA 30004

JOHNSON EILEEN R
290 BARROW DOWNS
ALPHARETTA GA 30004

JESSE STEWART LIVING TRUST &
CAROLYN LOUISE TRAVERS LIVING TRUST
300 BARROW DOWNS
ALPHARETTA GA 30004-6325

KING STEWART & LANDELE
310 BARROW DOWNS
ALPHARETTA GA 30004

HOWARD CHRISTI H & TERRY L
320 BARROW DOWNS
ALPHARETTA GA 30004

BEST SHELDON & VERONICA
330 BARROW DOWNS
ALPHARETTA GA 30004-6325

WELSH DAVID N & WELSH KATHLEEN
340 BARROW DOWNS
ALPHARETTA GA 30004

HOLCOMBE GRETCHEN &
POMERANCE DAVID
350 BARROW DOWNS
ALPHARETTA GA 30004

STEIDING DEAN MARSH & STEIDING RORIE
360 BARROW DOWNS
ALPHARETTA GA 30004

CARRASQUILLO RALPH & NICOLE
305 BARROW DOWNS
ALPHARETTA GA 30004

GARVERICK RICHARD ANDREW & JULIE A
295 BARROW DOWNS
ALPHARETTA GA 30004-6323

RODRIGUEZ JAIME PHAM & ETIENNE JOSE
285 BARROW DOWNS
ALPHARETTA GA 30004

BOWLBY EDWARD REED III & KRISTY K
255 BARROW DOWNS
ALPHARETTA GA 30004

BROWN DOUGLAS A & BROWN DIANA
225 BARROW DOWNS
ALPHARETTA GA 30004

BRUCKMAN FAMILY REVOCABLE
LIVING TRUST THE
195 BARROW DOWNS
ALPHARETTA GA 30004-4014

CASHIN ROBERT A JR &
CASHIN ASHLEY CHEEK
155 BARROW DOWNS
ALPHARETTA GA 30004

WEBB WHEATON & STEPHANIE
11990 WALLACE WOODS LN
ALPHARETTA GA 30004-4091

RHODES TIMOTHY A & RHODES KATHERINE L
12055 WALLACE WOODS LANE
ALPHARETTA GA 30004

WISELEY DANIELLE & KELLY STEVEN
12070 WALLACE WOODS LN
ALPHARETTA GA 30004

RICE CINDY J & RICE CHARLES M
12060 WALLACE WOODS LANE
ALPHARETTA GA 30004

PILLION KEVIN J & TINA S
12040 WALLACE WOODS LN
ALPHARETTA GA 30004

LANG DAVID M & DEBRA ELAINE
12065 WALLACE WOODS LN
ALPHARETTA GA 30201

KATTAN HADI & HANADI
12150 SPRING PLACE LANE
ALPHARETTA GA 30004

MOORE JASON & MOORE MARA
12160 SPRING PLACE LANE
ALPHARETTA GA 30004

COOPER CATHERINE
12170 SPRING PLACE LANE
ALPHARETTA GA 30004

NABAVI ALIREZA & AMARYLIS
12180 SPRING PLACE LN
ALPHARETTA GA 30004-4000

BARRAZA FERNANDO & BRITO PERLA G
12185 SPRING PLACE LANE
ALPHARETTA GA 30004

YEATER JOHN L & EVE E
12175 SPRING PLACE LN
ALPHARETTA GA 30004

SHIHATA WADIE K
12165 SPRING PLACE LANE
ALPHARETTA GA 30004

LEE HYE JUNG
12155 SPRING PLACE LANE
ALPHARETTA GA 30004

BEARD WILLIAM J III & SUSAN H
12000 N HICKORY TRCE
ALPHARETTA GA 30004

FULKERSON KIM
12010 N HICKORY TRCE
ALPHARETTA GA 30004

DALE MELISSA & PATRICK K
12020 N HICKORY TRC
ALPHARETTA GA 30004

SMITH KEVIN E & SMITH KAREN
12030 N HICKORY TRC
ALPHARETTA GA 30004

JACQUES DANIEL LEE
12040 N HICKORY TRCE
ALPHARETTA GA 30004

DORISCA LENIE
1035 COLGAN CT
ALPHARETTA GA 30022

DIVOSEVIC JESSICA B & JASON R
12235 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

MARVIS RENITA BUTLER
LIVING TRUST THE
12230 CRABAPPLE CHASE DR
ALPHARETTA GA 30004-6321

HUNT DAVID & JEANNINE TALLY
12245 CRABAPPLE CHASE DR
ALPHARETTA GA 30004-6312

KEBANLI ARTHUR
12250 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

SHAIKH AYESHA & ADNAN H
130 WELFORD TRC
ALPHARETTA GA 30004

ALLSTADT DANIEL
12225 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

HOWELL SHANNON & CORTLANDT
110 WELFORD TRCE
ALPHARETTA GA 30004

OSSANNA TODD &
TORRES BENJAMIN
120 WELFORD TRCE
ALPHARETTA GA 30004

GEETHAKUMARISNAIR SHYAM
& SATHYAMOORTHY SUJATHA
1025 COLGAN CT
ALPHARETTA GA 30004

HEINTZ EVA LIANG HUANG
705 ANNA LANE
ALPHARETTA GA 30004

HALLE ROBERT MOORE
710 SADDLE RIDGE TRC
ROSWELL GA 30076

ALI TARIQ MOHAMMED
& QUADRI MARIAM F
1015 COLGAN CT
ALPHARETTA GA 30004

GUTZWEILER BENJAMIN R
& GUTZWEILER ERICA
12010 WALLACE WOODS LANE
ALPHARETTA GA 30004

BROWN LINDSAY R & GREGORY A
1060 GOLGAN CT
ALPHARETTA GA 30004

PEACHTREE INVESTMENT PROPERTIES LLC
1411 WATERFORD GREEN DR
MARIETTA GA 30068

CHIU CHUN KIT & LAM YUEN CHING
140 WELFORD TRCE
ALPHARETTA GA 30004

CRANOR ROBYN G & KENT R
12050 WALLACE WOODS LN
ALPHARETTA GA 30004-4082

JOHNSON DRAYTON KENNETH
& DEVENISH ELIZABETH JANE
12020 WALLACE WOODS LANE
ALPHARETTA GA 30004

PAULK BRUCE B & JUDY S
240 BARROW DOWNS
ALPHARETTA GA 30004-6322

EVANS LORI
12220 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

SHAABAN MAHMOUD A & DIAZ ANA M
12240 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

PAS REVOCABLE TRUST THE
12108 WALNUT TER
ALPHARETTA GA 30004

BRANDL ESTATES HOMEOWNERS
ASSOCIATION INC
900 NORTH POINT PKWY STE 325
ALPHARETTA GA 30005

BOLDEN PAUL A
135 WELFORD TRCE
ALPHARETTA GA 30004

RAMOS ERIN & ERNESTO
105 WELFORD TRC
ALPHARETTA GA 30004

WATSON ROBERT E & KATHRYN
235 WELFORD TRC
ALPHARETTA GA 30004

RUSSELL YVONNE K E & STEVEN M
12030 WALLACE WOODS LANE
ALPHARETTA GA 30004

CITY OF ALPHARETTA GEORGIA
2 PARK PLZ
ALPHARETTA GA 30009

FRECK KEITH MATTHEW
130 BRIDLE TRAIL CT
ROSWELL GA 30076

13 DESIGNS LLC
4290 BELLS FERRY RD SUITE 134
KENNESAW GA 30144

MARSH THOMAS B JR & ALICE H
140 BRIDLE TRAIL CT
ROSWELL GA 30076

KONIECZNY MICHAEL S & LISA M
320 UPPER CREEK CT
ROSWELL GA 30076

KONIECZNY MICHAEL SCOTT & LISA MARIE
320 UPPER CREEK CT
ROSWELL GA 30076

SMITH JULIA
12000 WALLACE WOODS LANE
ALPHARETTA GA 30022

AOA PARISH REAL ESTATE TRUST THE
2401 LAKE PARK DR SE
SMYRNA GA 30080

BRYAN RUSSELL JOE N JR & LISA SWIFT
250 BARROW DOWNS
ALPHARETTA GA 30004

SWITTS JEFFREY K & NGUYEN PHUONG
720 SADDLE RIDGE TRCE
ROSWELL GA 30076

KAP REBECCA
12252 FERNCREEK DR
ALPHARETTA GA 30004

RED ELEPHANT INVESTMENT GROUP LLC
178 S MAIN ST STE 250
ALPHARETTA GA 30009

ARJMAND MEHDI & GANJI SOHILA
12254 FERNCREEK DR
ALPHARETTA GA 30004

FERNCREEK REGISTRY
HOMEOWNERS ASSN INC
900 NORTH POINT PKY STE 325
ALPHARETTA GA 30005

SOMMERFELD PATRICIA A
& AMIPOUR HAMID J
12250 FERNCREEK DR
ALPHARETTA GA 30004

ARIF MAHMOOD ABU & ISLAM SAILA
12257 FERNCREEK DR
ALPHARETTA GA 30004

PATEL SACHIN & PATEL KRUPA
12253 FERNCREEK DR
ALPHARETTA GA 30004

LEIKER AARON JOSEPH & CHERYL NICOLE
12259 FERNCREEK DR
ALPHARETTA GA 30004

CUBA WILSON V & KING CUBA JULIA R
12251 FERCREEK DR
ALPHARETTA GA 30004

GRIFFITHS CHAR LYNN & SAMUEL LEWIS
12255 FERNCREEK DR
ALPHARETTA GA 30004

FERNCREEK REGISTRY
HOMEOWNERS ASSN INC
900 NORTH POINT PKY SUITE 325
ALPHARETTA GA 30005

MILLER WAYNE & MENDY
100 WELFORD TRCE
ALPHARETTA GA 30004

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	LL ~ LAND LOT LINE
ASP ~ ASPHALT	LP ~ LAMP POST/LIGHT POLE
BB ~ BOTTOM OF BANK	L/S ~ LANDSCAPED AREA
BC ~ BACK OF CURB	MB ~ 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	N/F ~ 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 ~ FLAT BOOK
CCW ~ CORNER CONCRETE WALK	P/B ~ POWER BOX
CI ~ CURB INLET	PG ~ PAGE(S)
CL ~ CENTERLINE	PIV ~ POST INDICATOR VALVE
C/L ~ 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
CW ~ 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
FC ~ 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
F/P ~ 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
GW ~ 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	WIF ~ WROUGHT IRON FENCE
ICV ~ IRRIGATION CONTROL VALVE	WM ~ WATER METER
INV ~ INVERT	WV ~ WATER VALVE
IPF ~ IRON PIN FOUND	X ~ CORNER
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP	Yi ~ YARD INLET
IRF ~ INTERMEDIATE REGIONAL FLOOD	YPF ~ YELLOW PIN FLAG
JB ~ JUNCTION BOX	YPM ~ YELLOW PAINT MARK

SYMBOL LEGEND

A/C	AIR CONDITIONING UNIT	GW	GUYWIRE	TBOX	TBOX
BFP	BACKFLOW PREVENTER	GP	GUYPOLE	UB	UTILITY BOX
BLL	BOLLARD	IRR CV	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/W	HEADWALL	VM	VALVE MARKER POST
CMF	CONCRETE MONUMENT FOUND	JB	JUNCTION BOX	WB	WATER BOX
CB	CATCH BASIN	LP	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	UTILITY PAINT MARK	UTILITY PAINT MARK	WV	WATER VALVE
CON	CONDUIT	PKMTR	PARKING METER	CWP	CROSS WALK SIGNAL POLE
CTV	CABLE TV BOX	PWRCON	POWER CONDUIT	CTV	CABLE TV
DI	DROP INLET	P/B	POWERELEC BOX		FENCE LINE
HF	FAUCET	P/O	POWER OUTLET		POWER LINE
FOCM	FIBER OPTIC CABLE MARKER	P/P	POWER POLE		TRANSMISSION LINE
FDC	FIRE DEPT CONNECTION	PM	POWER MANHOLE		POWER & TELEPHONE
FH	FIRE HYDRANT	PM	POWER METER	GAS	GAS LINE
GLMP	GAS LINE MARKER POST	SSMH	SANITARY SEWER MANHOLE		SANITARY SEWER LINE
GMH	GAS MANHOLE	SIGN	SIGN		STORM LINE
GM	GAS METER	T/S	TRAFFIC SIGNAL BOX	T	TELEPHONE LINE
GV	GAS VALVE	T/P	TRAFFIC POLE	U/G PWR	U/G POWER
GT	GREASE TRAP	T/S	TRAFFIC SIGNAL	U/G TEL	U/G TEL
GL	GROUND LIGHT	TRANS	TRANSFORMER	W	WATER LINE

REFERENCE MATERIAL:

1. PLAT: LOT CONSOLIDATION PLAT FOR AOA PARISH TRUST, LOCATED IN LAND LOT 1241, 2ND DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA PREPARED BY WATTS & BROWNING ENGINEERS, INC, DATED 03/06/2015, REVISED 11/17/2015 NAD RECORDED IN PLAT BOOK 407, PAGE 142, FULTON COUNTY RECORDS. (JOB # 141213)

SURVEYORS NOTES:

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

2. 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.

3. 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.

4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF HUMAN BURIALS OR CEMETERIES.

5. THIS SURVEY SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF ANY ABSTRACT OF TITLE; THEREFORE WATTS & BROWNING ENGINEERS, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. THE EASEMENTS AND AGREEMENTS SHOWN HEREON WERE FOUND DURING NORMAL RESEARCH BY THIS FIRM.

6. BASIS OF BEARING SHOWN HEREON (GRID NORTH, WEST ZONE) WAS BASED ON FULTON COUNTY GPS MONUMENT NO. 9850 USING A LEICA GPS SYSTEM 500 ON FEBRUARY 12, 2015. ALL DIMENSIONS SHOWN HEREON ARE AT GROUND LEVEL.

7. BOUNDARY LINES AND CALLS SHOWN HEREON ARE AS PER REFERENCE ITEM NO. 1 AND HAVE NOT BEEN RE-SURVEYED.

8. THE CONTOUR LINES SHOWN HEREON OUTSIDE OF THE PROJECT AREA DEPICTED ON SHEET 1 ARE FROM THE FULTON COUNTY GIS WEBSITE AND ARE APPROXIMATE. CONTOUR LINES HAVE NOT BEEN FIELD VERIFIED BY WATTS & BROWNING ENGINEERS, INC.

WATTS & BROWNING ENGINEERS, INC. HAS EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) AND BY GRAPHICALLY PLOTTING THE LOCATION OF THE SUBJECT PROPERTY ONTO FULTON COUNTY FIRM MAP NUMBER 13121C0053G DATED JUNE 19, 2020 & 13121C0054F, DATED SEPT 18, 2013 THE REFERENCED PROPERTY IS LOCATED IN THE ZONES LISTED BELOW:

ZONE AE: BASE FLOOD ELEVATIONS DETERMINED.

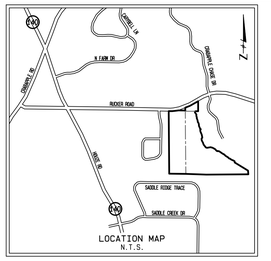
ZONE X (SHADED): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE X (UNSHADED): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE FLOOD LINE, IF SHOWN, IS APPROXIMATE AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PUBLISHED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.

EXPLANATION OF PAINT MARKING AND/OR PIN FLAGS FOUND, MARKED BY UTILITY LOCATORS, UTILITY COMPANIES OR BY OTHERS.

1. BPM (BLUE PAINT MARK) OR BPF (BLUE PIN FLAG) WATER LINE.
2. GPM (GREEN PAINT MARK) OR GPF (GREEN PIN FLAG) SANITARY SEWER LINE.
3. OPM (ORANGE PAINT MARK) OR OPF (ORANGE PIN FLAG): UNDERGROUND COMMUNICATION, ALARM, SIGNAL LINES, CABLES OR CONDUIT LINES.
4. PPM (PURPLE PAINT MARK) OR PPF (PURPLE PIN FLAG): IRRIGATION OR SLURRY LINES.
5. RPM (RED PAINT MARK) OR RPF (RED PIN FLAG): UNDERGROUND ELECTRIC POWER LINES OR CABLES.
6. YPM (YELLOW PAINT MARK) OR YPF (YELLOW PIN FLAG): GAS LINE.



TREE CHART

TREE	ELEV	TREE	ELEV	TREE	ELEV
100 28"POPLAR	1061.29	201 8"PINE	1071.60		
101 12"DOGWOOD	1061.63	202 6"PINE	1071.61		
102 9"DOGWOOD	1061.93	203 6"PINE	1071.17		
103 16"HARDWOOD	1061.93	204 4"DOGWOOD	1071.52		
104 23"POPLAR	1061.35	205 12"PINE	1071.22		
105 19"POPLAR	1060.84	206 12"PINE	1072.74		
106 16"CHERRY	1059.74	207 14"PINE	1075.99		
107 16"OAK	1058.95	208 14"POPLAR	1075.90		
108 18"OAK	1059.08	209 17"POPLAR	1075.66		
109 17"CHERRY	1058.91	210 7"PINE	1073.36		
110 19"CHERRY	1060.06	211 8"PINE	1071.02		
111 31"OAK	1061.14	212 5"PINE	1073.11		
112 12"CHERRY	1059.75	213 7"POPLAR	1074.91		
113 14"PINE	1060.08	214 16"PINE	1075.38		
114 13"PINE	1060.05	215 7"POPLAR	1075.72		
115 5"CHERRY	1061.22	216 6"CEDAR	1074.80		
116 25"PINE	1061.54	217 6"CEDAR	1074.98		
117 18"PINE	1061.21	218 20"PINE	1075.17		
118 15"CHERRY	1061.62	219 10"CEDAR	1074.55		
119 8"DOGWOOD	1061.83	220 8"CEDAR	1073.97		
120 12"HARDWOOD	1064.76	221 6"CEDAR	1073.67		
121 13"HARDWOOD	1063.87	222 4"CEDAR	1073.27		
122 13"HARDWOOD	1063.76	223 24"POPLAR	1073.39		
123 10"HARDWOOD	1064.86	224 9"CEDAR	1072.82		
124 8"HARDWOOD	1064.31	225 9"CEDAR	1071.84		
125 15"HARDWOOD	1064.08	226 9"CEDAR	1071.43		
126 8"HARDWOOD	1063.86	227 12"PINE	1073.21		
127 20"HARDWOOD	1063.45	228 12"OAK	1072.98		
128 16"PINE	1063.67	229 6"PINE	1073.75		
129 14"PINE	1063.65	230 8"PINE	1073.78		
130 14"HARDWOOD	1063.62	231 6"PINE	1072.13		
131 16"HARDWOOD	1063.76	232 6"PINE	1071.90		
132 13"HARDWOOD	1064.15	233 8"PINE	1070.90		
133 16"HARDWOOD	1064.48	234 9"MAPLE	1071.19		
134 16"PINE	1064.35	235 7"MAPLE	1071.26		
135 24"PINE	1064.32	236 14"POPLAR	1069.53		
136 18"PINE	1064.61	237 13"PINE	1068.87		
137 7"HARDWOOD	1064.73	238 9"MAPLE	1070.30		
138 27"HARDWOOD	1065.01	239 12"OAK	1069.64		
139 18"HARDWOOD	1065.76	240 5"PINE	1072.87		
140 22"HARDWOOD	1064.98	241 5"PINE	1072.24		
141 22"HARDWOOD	1064.15	242 14"PINE	1064.04		
142 22"HARDWOOD	1063.17	243 6"HARDWOOD	1063.83		
143 25"HARDWOOD	1062.37	244 6"HARDWOOD	1063.86		
144 8"CEDAR	1066.32	245 9"OAK	1064.01		
145 12"CEDAR	1065.91	246 18"PINE	1063.94		
146 11"CEDAR	1066.74	247 6"OAK	1063.80		
147 12"HARDWOOD	1064.96	248 17"PINE	1063.68		
148 8"HARDWOOD	1065.22	249 5"OAK	1063.30		
149 15"PINE	1064.92	250 18"PINE	1063.55		
150 16"HARDWOOD	1064.92	251 20"PINE	1063.91		
151 4"CEDAR	1064.92	252 15"PINE	1063.12		
152 13"HARDWOOD	1064.92	253 8"HARDWOOD	1063.16		
153 5"CEDAR	1064.67	254 9"PINE	1063.06		
154 19"PINE	1064.86	255 5"PINE	1062.87		
155 7"CEDAR	1064.56	256 9"PINE	1063.15		
156 9"CEDAR	1064.56	257 26"PINE	1063.31		
157 6"CEDAR	1064.48	258 18"PINE	1062.81		
158 8"HARDWOOD	1064.30	259 11"PINE	1063.00		
159 16"PINE	1064.49	260 11"PINE	1063.17		
160 13"PINE	1064.41	261 8"OAK	1063.22		
161 14"CHERRY	1063.85	262 14"PINE	1063.27		
162 20"PINE	1064.19	263 11"PINE	1063.24		
163 10"CEDAR	1066.93	264 20"PINE	1063.28		
164 14"OAK	1067.64	265 10"HARDWOOD	1063.32		
165 15"CEDAR	1068.12	266 17"PINE	1063.52		
166 11"CEDAR	1068.75	267 8"HARDWOOD	1063.48		
167 5"OAK	1069.02	268 15"HARDWOOD	1063.26		
168 7"ELM	1069.02	269 17"SWEETGUM	1058.04		
169 12"CEDAR	1068.50	270 12"SWEETGUM	1057.70		
170 4"MAGNOLIA	1067.88	271 18"MAPLE	1057.57		
171 6"MAGNOLIA	1070.98	272 13"CEDAR	1057.63		
172 12"PINE	1070.18	273 12"CEDAR	1057.69		
173 14"PINE	1070.96	274 8"OAK	1057.68		
174 21"OAK	1070.96	275 19"OAK	1058.11		
175 5"DOGWOOD	1071.42	276 24"OAK	1057.53		
176 14"PINE	1070.89	277 20"BIRCH	1058.95		
177 4"JAPANESE MAPLE	1068.11	278 20"HARDWOOD	1062.30		
178 14"PINE	1068.08	279 35"BIRCH	1062.32		
179 8"HARDWOOD	1068.55	280 16"CHERRY	1061.03		
180 9"PINE	1068.79	281 23"BIRCH	1058.51		
181 9"PINE	1068.73	282 21"BIRCH	1054.68		
182 18"PINE	1067.99	283 21"HARDWOOD	1057.62		
183 16"HARDWOOD	1068.14	284 14"MAPLE	1056.59		
184 18"CHERRY	1067.67	285 14"MAPLE	1058.48		
185 10"HOLLY	1065.09	286 30"OAK	1061.25		
186 10"HARDWOOD	1062.96	287 28"OAK	1060.50		
187 11"HARDWOOD	1062.96	288 15"OAK	1059.25		
188 12"HARDWOOD	1062.56	289 12"OAK	1058.77		
189 10"HARDWOOD	1062.26	290 12"OAK	1058.98		
190 7"HARDWOOD	1062.30	291 13"OAK	1059.53		
191 15"HARDWOOD	1062.55	292 23"HARDWOOD	1060.25		
192 15"HARDWOOD	1062.97	293 8"MAPLE	1061.79		
193 8"HARDWOOD	1065.01	294 7"MAPLE	1061.49		
194 19"HARDWOOD	1065.71	295 7"MAPLE	1061.25		
195 11"CHERRY	1065.65	296 7"MAPLE	1061.91		
196 13"SWEETGUM	1068.26	297 7"MAPLE	1062.94		
197 16"PINE	1068.28	298 8"MAPLE	1064.12		
198 14"PINE	1068.35	299 8"MAPLE	1064.11		
199 15"SWEETGUM	1068.38	300 8"MAPLE	1063.88		
200 9"SWEETGUM	1069.22	301 8"MAPLE	1064.65		

PARTIAL TOPOGRAPHIC AND TREE SURVEY FOR

AOA PARISH TRUST

LOCATED IN

LAND LOTS 1241, 1279 & 1280
2ND DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

REVISIONS			
NO.:	DATE	BY	DESCRIPTION

GRAPHIC SCALE

30 0 30 60

(IN FEET)
1 inch = 30 ft.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1590 N ROBERTS RD NW STE 107
KENNESAW, GEORGIA 30144-3679
PHONE: (678) 324-6190
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

SCALE:	1" = 30'
DATE SURVEYED:	03/30/2026
DATE UPDATED:	N/A
SURVEYED BY:	RKG
DATE DRAFTED:	04/07/2026
UPDATE DRAFTED:	N/A
DRAWN BY:	AMCH
CHECKED BY:	VTH
FIELD BOOK #:	2509, 2510, 2954
JOB NUMBER:	141213
FOLDER NUMBER:	141213
COGO FILE:	N/A
DISC FILE:	141213-2026-TOPO-1
COUNTY/LL/D/S:	FULTON/1241/2
PLAT FILE:	C
SHEET:	1 OF 4

HRH Trees, LLC
1125 Oak Brook Way, Atlanta, Georgia 30319
404-444-5824 heidi@hrhtrees.com

Arborist Prescription Report
St Thomas Aquinas Catholic Church - 535 Rucker Road , Alpharetta
April 20, 2026

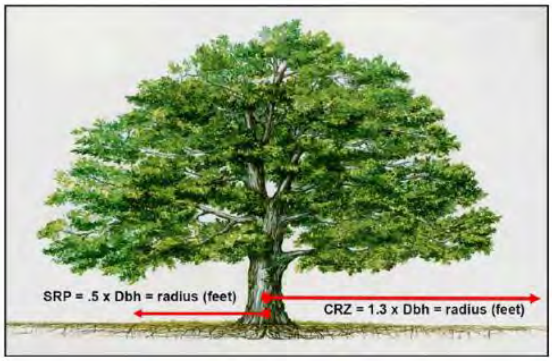
Overview:
HRH Trees, LLC was asked to identify, tag and evaluate the specimen trees at St Thomas Aquinas Catholic Church - 535 Rucker Road in Alpharetta. A small construction project to build a columbarium will take place in the NE area near the building. The trees within 30′ of this project were also identified and evaluated. The site visit took place on March 19, 2026.

Observations:
All observations were visual and made from the ground (Level 2 Assessment). No invasive tests, underground inspections, or aerial inspections were performed. The diameters were measured at breast height, 4½ feet above the ground (DBH) or at the narrowed location below the split of multi-trunked trees with a diameter tape.

Alpharetta Specimen Tree Size Criteria
- Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.
- Coniferous Trees: 20″ diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,
- Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar),
- 20-inch diameter or larger for trees in the Fagus (Beech), Nyssa (Tupelo), Diospyros (Persimmon), Sassafras (Sassafras), or other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40′,
- 24-inch diameter or larger for trees in all other genera
- Understory Trees: 8-inch (8″) diameter or larger.
  10-inch (10″) diameter or larger for *Oxydendron arboretum* (Sourwood).

Root Definitions:
Structural Root Plate (SRP) – 0.5′ in radius for every inch in tree DBH – this is the zone of rapid tree taper that provides support and stability for a tree

Critical Root Zone (CRZ) – 1.3′ in radius for every inch in tree DBH – this is the area where most of the root system is located.



From Page 3 of the Alpharetta Guidance Document for Tree Conservation, Landscape and Buffer Requirements, Article III Section 3.2

Trees with CRZ impact between 0-20% will be treated. Trees with 20%+ CRZ impact and those with any SRP impact are destroyed. All CRZ and SRP impact percentages were provided by Smith Boland.

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404-444-5824 heidi@hrhtrees.com

St Thomas Aquinas Catholic Church - 535 Rucker Road , Alpharetta

Trees Table:

Tree #	Specimen Tree Tag#	Species	DBH	Condition	CRZ Impact %	Notes
102	933	Dogwood	9"	Good	0%	Specimen Tree - Saved TPF
101	934	Dogwood	9"	Good	0%	Specimen Tree - Saved TPF
186		Red Maple	9"	Good	100%	Destroyed/Removed
187		Red Maple	12"	Good	100%	Destroyed/Removed
188		Red Maple	12"	Good	100%	Destroyed/Removed
189		Red Maple	11"	Good	100%	Destroyed/Removed
190		Red Maple	7"	Good	100%	Destroyed/Removed
191		Red Maple	14"	Fair	100%	Girdling root - Destroyed/Removed
192		Red Maple	15"	Poor	100%	Trunk damage & Girdling root - Destroyed/Removed
185		Amer. Holly	11" BS	Good	100%	Destroyed/Removed
195		Ornamental Cherry	10"	Good	100%	Destroyed/Removed
193		Kousa Dogwood	5"	Good	100%	Destroyed/Removed
194		Red Maple	18"	Good	13.02%	Saved - TPF/Prescription
103		Red Maple	15"	Good	? **	(I don't think this is correctly positioned on the survey)
100		Yellow-poplar	27"	Good	0%	Saved - Needs TPF
104		Yellow-poplar	20"	Good	0%	Saved - Needs TPF
105		Yellow-poplar	17"	Good	0%	Saved - Needs TPF
143		Willow Oak	21"	Good	0%	Saved - Needs TPF
142		Willow Oak	17"	Good	0%	Saved - Needs TPF
141		Willow Oak	18"	Good	0%	Saved - Needs TPF
140		Willow Oak	18"	Good	0%	Saved - Needs TPF
139		Willow Oak	16"	Good	0%	Saved - Needs TPF

Pictures of trees in poor condition:

Tree 192

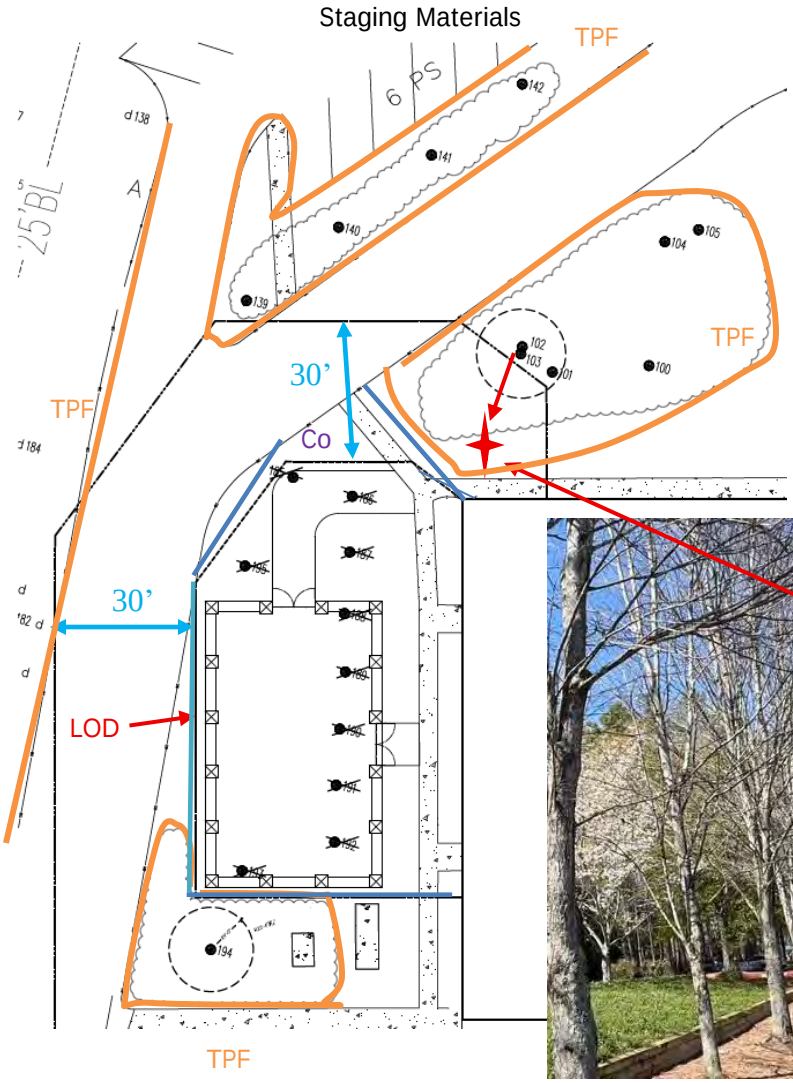




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St Thomas Aquinas Catholic Church - 535 Rucker Road , Alpharetta

Provided Site Plan:



The location of Tree 103 may not be correct on plans

Tree 103



TPF = Tree Protection Fencing
LOD = Limits of Disturbance
Co = Construction Entrance

Comments:
The location of Tree 103 is not as close to the two specimen dogwoods as shown on the plans. It is closer to the building and walkway. A surveyor should double check its location.

Add TPF along the street to prevent access into natural area, along parking island, around the specimen trees in the front and around Tree #194 which is to be save and treated (orange lines).

A construction entrance needs to be identified – see above for a potential opening, labeled Co.

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General Tree Preservation Recommendations:
Specific treatment recommendations for each tree are itemized in the Prescription Treatments and Costs.

Pre-Construction:

- Flag Limits Of Disturbance (LOD). Best if surveyor stakes the location.
- Remove trees called out for removal. No stump grinding within SRP of remaining trees.
  - *Certified Arborist is required on site to supervise tree removals outside the LOD*
- Install tree protection fencing (TPF) along the limit of disturbance. (MUST be outside SRP limits and no trenching). Add sections to prohibit access to protected trees in natural area and specimen trees.
- Install silt fencing if needed along TPF. Use haybales instead of trenching near tree roots.
  - *Certified Arborist is required to be on site to supervise TPF and silt fencing installation and perform any root pruning if necessary.*
- Prune remaining trees for health – remove dead limbs and low limbs for vehicular/construction clearance.
- Add mulch, if needed, over root systems to help reduce compaction and hold moisture over the root areas.
- Apply pre-construction treatments if specified in the details below.

During Construction:

- Perform periodic monitoring of tree protection throughout construction activity to document and verify:
  - Tree protection devices are in place and operating properly;
  - Tree protection signage is in place in English and Spanish;
  - No materials or equipment are stored within the critical root zones of protected trees; and,
  - No damage has occurred to protected trees.
- Do not allow any machinery or heavy object beyond the TPF for any reason. Stump "popping" is not permitted within 10' of the LOD.
- Apply preventative treatments if prescribed for insect attack.
- Conduct periodic monitoring of tree condition and health throughout construction activity. Inspect trees for remedial treatments and perform treatments as needed.
  - If any roots are damaged or exposed, make clean cuts and cover the exposed roots with soil or mulch so they do not dry out and can seal.

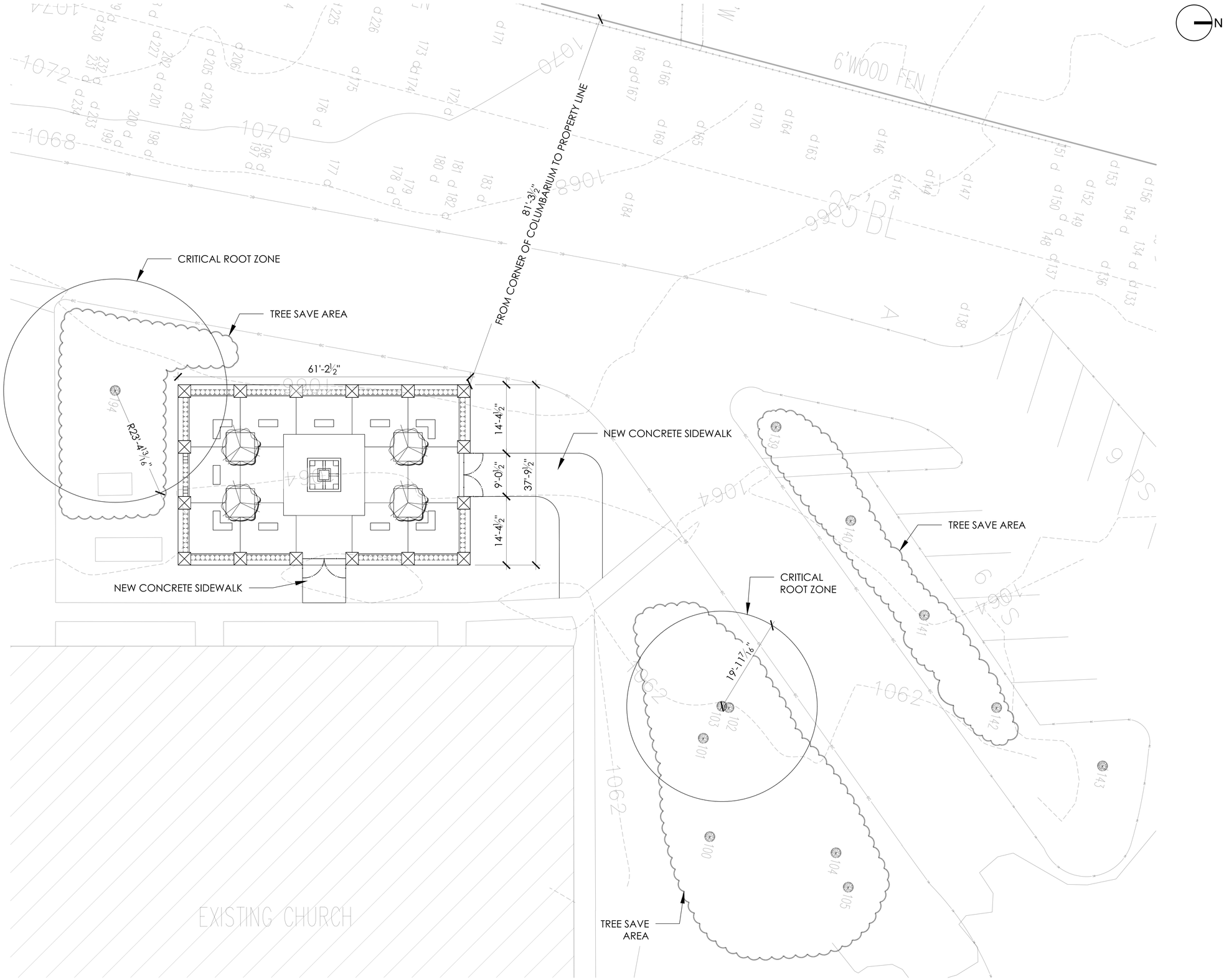
Post-Construction:

- Spread out any mulch that was placed underneath the trees to a depth of 2 inches. Make sure the bases of the trees are visible and mulch is not piled up the sides of the trunks.
- Continue to protect the trees from post-construction activities (i.e. taking TPF and silt fencing down, trenching for irrigation or other projects, lawn mowers, etc.).
- Remedial treatments may be required for protected trees if damaged.
- Apply the final treatments for preserved trees if required.
- *Prescriptions may be required for new trees being planted.*

Tree work should be performed by a reputable tree company to proper standards and specifications. Consult with the International Society of Arboriculture for specific guidelines on tree removal, pruning and replanting, www.isa-arbor.com.

*Tree removal and pruning practices are to be coordinated by the contractor directly with tree service companies. HRH Trees, LLC can provide a list of reputable tree companies, but is not affiliated with any.

**All work requiring arborist involvement/supervision needs to be coordinated 7-10 days prior to scheduling. This is the responsibility of the general contractor to inform the arborist. Additional fees will be billed for future site visits, treatments and revisions not already included in the prescriptions below.



A01 ENLARGED ARCHITECTURAL SITE PLAN
AS02 1/8" = 1'-0"

ARCHITECT
smith•boland ARCHITECTS
531 ROSELANE STREET, SUITE 310
MARIETTA, GEORGIA, 30060
OFFICE 770.435.3080
E-MAIL INFO@SMITHBOLAND.COM
WEB WWW.SMITHBOLAND.COM

SEAL

NOT FOR CONSTRUCTION

CONSULTANT

NEW COLUMBARIUM FOR
ST. THOMAS AQUINAS CATHOLIC CHURCH
PROJECT STREET,PROJECT TOWN, STATE ZIP CODE

DRAWINGS PUBLISHED

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ST. THOMAS AQUINAS CATHOLIC CHURCH

PROJECT 25006
PHASE ----

SHEET TITLE
ENLARGED ARCHITECTURAL SITE PLAN

SHEET
AS02

LEGEND

A ~ ARC
AC ~ ACRE(S)
AE ~ ACCESS EASEMENT
AGLC ~ ATLANTA GAS LIGHT COMPANY
ASP ~ ASPHALT
BB ~ BOTTOM OF BANK
BC ~ BACK OF CURB
B/C ~ BUILDING CORNER
B.F.E ~ BASE FLOOD ELEVATION
BL ~ BUILDING SETBACK LINE
BM ~ BENCHMARK
BPF ~ BLUE PIN FLAG
BPM ~ BLUE PAINT MARK
BS ~ BOTTOM OF SLOPE
BSO ~ BELLSOUTH TELEPHONE CO.
BSOCM ~ BELLSOUTH CABLE MARKER
BSOMH ~ BELLSOUTH MANHOLE
BW ~ BOTTOM OF WALL
B/W ~ BARBED WIRE
CB ~ CATCH BASIN
CCA ~ CORNER CONCRETE APRON
CCW ~ CORNER CONCRETE WALK
CI ~ CURB INLET
CL ~ CENTERLINE
CL ~ CHAINLINK
CMF ~ CONCRETE MONUMENT FOUND
CMP ~ CORRUGATED METAL PIPE
CO ~ CLEANOUT
COMM ~ COMMUNICATION
CONC ~ CONCRETE
CT ~ CRIMPED TOP PIPE
CTV ~ CABLE TELEVISION
CW ~ CONCRETE WALK
DB ~ DEED BOOK
DE ~ DRAINAGE EASEMENT
DI ~ DROP INLET
DIP ~ DUCTILE IRON PIPE
DNR ~ DEPT.OF NATURAL RESOURCES
DNRMS ~ DNR MONUMENT SET
DR ~ DRIVE
EB ~ ELECTRIC BOX
EMC ~ ELECTRIC MEMBERSHIP CORP.
EP ~ EDGE OF PAVEMENT
FC ~ FACE OF CURB
F/C ~ FENCE CORNER
FDC ~ FIRE DEPARTMENT CONNECTION
FFE ~ FINISHED FLOOR ELEVATION
FH ~ FIRE HYDRANT
F/L ~ FENCE LINE
FOCM ~ FIBRE OPTIC CABLE MARKER
F/P ~ FENCE POST
FPF ~ FLAG POLE
GLMP ~ GAS LINE MARKER POST
GM ~ GAS METER
GMP ~ GAS MARKER
GP ~ GUY POLE
GPC ~ GEORGIA POWER COMPANY
GR ~ GUARD RAIL
GV ~ GAS VALVE
GW ~ GUY WIRE
HDPE ~ HIGH DENSITY POLYETHYLENE
H/C ~ HANDICAP PARKING SPACE
HVP/P ~ HIGH VOLTAGE POWER POLE
H/W ~ HEADWALL
ICV ~ IRRIGATION CONTROL VALVE
INV ~ INVERT
IPF ~ IRON PIN FOUND
IPF# ~ IRON PIN PLACED 1/2" RB W/ CAP
IRF ~ INTERMEDIATE REGIONAL FLOOD
JB ~ JUNCTION BOX
(L) ~ CURVE TO THE LEFT
L/A ~ LIMIT OF ACCESS
Lc ~ LENGTH OF CHORD
LLL ~ LAND LOT LINE
L/P ~ LAMP POST/LIGHT POLE
L/S ~ LANDSCAPED AREA
MB ~ MAILBOX
MFE ~ MINIMUM FLOOR ELEVATION
MFN ~ METROMEDIA FIBRE NETWORK
MH ~ MANHOLE
MNP ~ MAG NAIL PLACED
MW ~ MONITORING WELL
NF ~ NAIL FOUND
N/F ~ NOW OR FORMERLY
OCS ~ OUTLET CONTROL STRUCTURE
O/H ~ OVERHANG
OPF ~ ORANGE PIN FLAG
OPM ~ ORANGE PAINT MARK
OT ~ OPEN TOP PIPE
P ~ POWER LINE
PB ~ PLAT BOOK
P/B ~ POWER BOX
PG ~ PAGE(S)
PIV ~ POST INDICATOR VALVE
PL ~ PROPERTY LINE
POB ~ POINT OF BEGINNING
POC ~ POINT OF COMMENCING
PM ~ POWER METER
P/P ~ POWER POLE
PS ~ PARKING SPACE(S)
PVC ~ POLYVINYLCHLORIDE PIPE
R ~ RADIUS
(R) ~ CURVE TO THE RIGHT
RB ~ RE-BAR
RCP ~ REINFORCED CONCRETE PIPE
RPF ~ RED PIN FLAG
RPM ~ RED PAINT MARK
RR ~ RAILROAD
R/T ~ RETAINING
R/W ~ RIGHT OF WAY
SF ~ SQUARE FEET
S/P ~ SERVICE POLE
SR ~ SOLID ROD
SS ~ SANITARY SEWER
SSE ~ SANITARY SEWER EASEMENT
S/W ~ SIDEWALK
T ~ TELEPHONE LINE
T/B ~ TRAFFIC SIGNAL BOX
T/D ~ TRENCH DRAIN
TBM ~ TEMPORARY BENCHMARK
T/C ~ TOP OF CURB
T/P ~ TELEPHONE POLE
TP ~ TRAFFIC POLE
TRANS ~ TRANSMISSION
T/S ~ TRAFFIC SIGNAL
TSI ~ TRAFFIC SIGN
T/W ~ TOP OF WALL
T/W ~ TEST WELL
UG ~ UNDERGROUND
U/S ~ UNLISTED
VMP ~ VALVE MARKER POST
W ~ WATER LINE
WF ~ WETLAND FLAG
WIF ~ WROUGHT IRON FENCE
WM ~ WATER METER
WV ~ WATER VALVE
X ~ CORNER
Y/I ~ YARD INLET
YPF ~ YELLOW PIN FLAG
YPM ~ YELLOW PAINT MARK

SYMBOL LEGEND

A/C AIR CONDITIONING UNIT
BFP BACKFLOW PREVENTOR
BOLL BOLLARD
BSO BSOA/T/COMM BOX
BSOMH BSOA/T/COMM MANHOLE
CM CONCRETE MONUMENT FOUND
CB CATCH BASIN
CB CATCH BASIN
CI CURB INLET
CO CLEANOUT
CON CONDUIT
CTV CABLE TV BOX
DI DROP INLET
FAUCET
FOCM FIBER OPTIC CABLE MARKER
FDC FIRE DEPT CONNECTION
FH FIRE HYDRANT
GLMP GAS LINE MARKER POST
GMH GAS MANHOLE
GM GAS METER
GV GAS VALVE
GT GREASE TRAP
G/L GROUND LIGHT
GW GUYWIRE
GP GUYPOLE
ICV IRRIGATION CONTROL VALVE
IPF IRON PIN FOUND
H/W HEADWALL
J/B JUNCTION BOX
L/P LAMP POST/LIGHT POLE
MB MAILBOX/BANK
MW MONITORING WELL
PM/MKD UTILITY PAINT MARK
PKMTR PARKING METER
PMECON POWER CONDUIT
P/B POWERBELEC BOX
P/O POWER OUTLET
P/P POWER POLE
PMH POWER MANHOLE
PM POWER METER
SSMH SANITARY SEWER MANHOLE
SIGN SIGN
T/S TRAFFIC SIGNAL BOX
T/P TRAFFIC POLE
T/S TRAFFIC SIGNAL
TRANS TRANSFORMER
TREE TREE
U/B UTILITY BOX
U/M UTILITY MANHOLE
U/P UTILITY POLE
VMP VALVE MARKER POST
W/B WATER BOX
WLMP WATER LINE MARKER POST
WMH WATER MANHOLE
WM WATER METER
WV WATER VALVE
XMP CROSS WALK SIGNAL POLE
CTV CABLE TV
FENCE LINE
POWER LINE
TRANSMISSION LINE
POWER & TELEPHONE
GAS LINE
SANITARY SEWER LINE
STORM LINE
TELEPHONE LINE
U/G POWER
U/G TEL
WATER LINE

OVERALL PROPERTY
PER REF. ITEM NO. 1

RUCKER ROAD
PUBLIC R/W
DB5547/PG4

#535 RUCKER ROAD
SANCTUARY
STONE & STUCCO BUILDING 30683 SF
COMMUNITY LIFE
1 STORY FRAME SHED
PLAY GROUND
DETENTION POND
GAZEBO
#535 RUCKER ROAD

SITE ADDRESS
535 RUCKER ROAD

TOTAL AREA
48.0.034 AC±
2,093,509 SF±
TO GL BRANCH

THE CONTOUR LINES SHOWN HEREON OUTSIDE OF THE PROJECT AREA/DEPICTED ON SHEET 1 ARE FROM THE FULTON COUNTY GIS WEBSITE AND ARE APPROXIMATE. CONTOUR LINES HAVE NOT BEEN FIELD VERIFIED BY WATTS & BROWNING ENGINEERS, INC.

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

PATRIAL TOPOGRAPHIC AND TREE SURVEY FOR
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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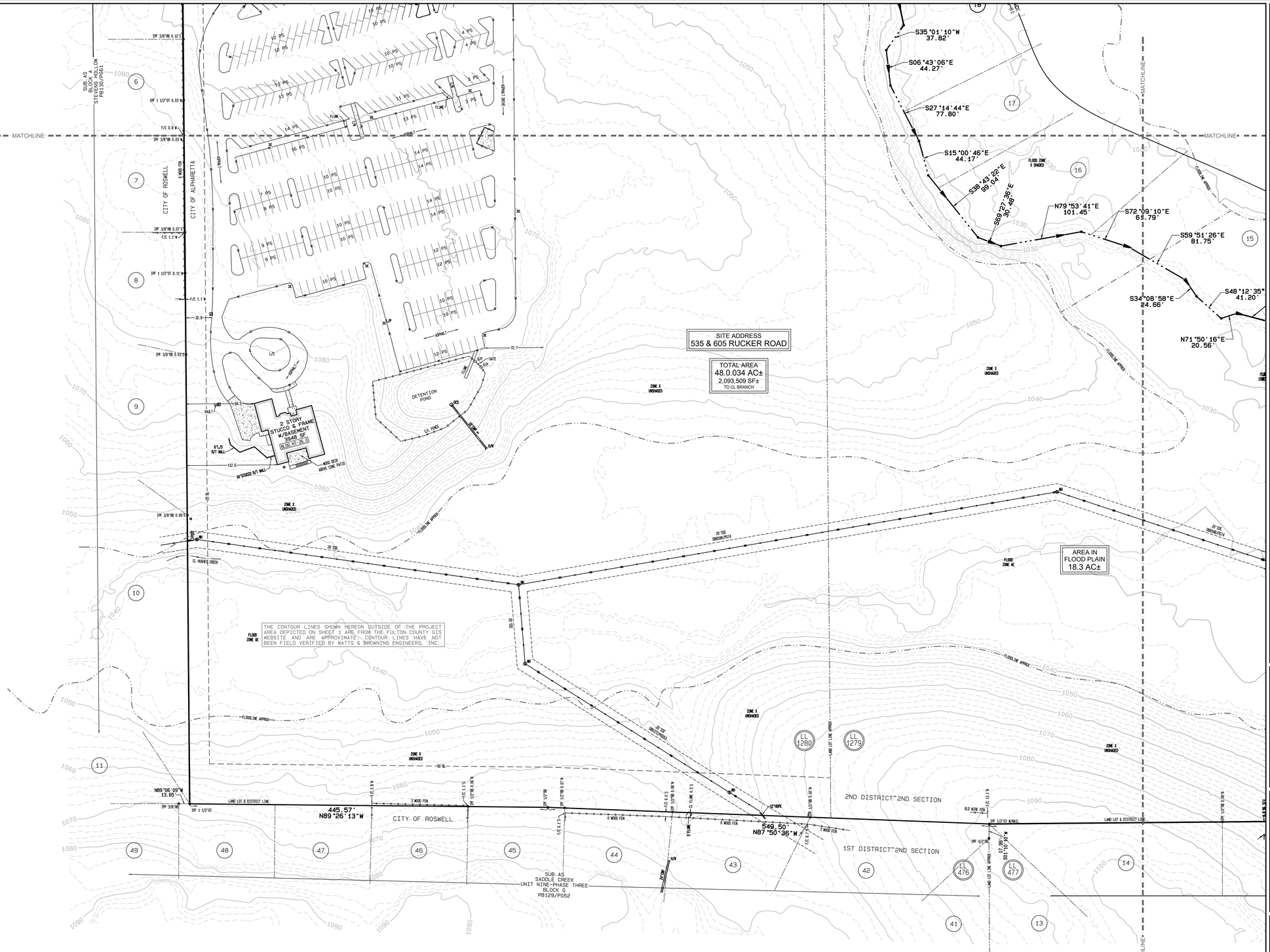
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TRANS TRANSFORMER
TREE TREE
UB UTILITY BOX
UM UTILITY MANHOLE
UP UTILITY POLE
VMP VALVE MARKER POST
WB WATER BOX
WLMP WATER LINE MARKER POST
WMH WATER MANHOLE
WM WATER METER
WV WATER VALVE
XMP CROSS WALK SIGNAL POLE
CTV CABLE TV
F FENCE LINE
P POWER LINE
TRANS TRANSMISSION LINE
P/T POWER & TELEPHONE
GAS GAS LINE
SS SANITARY SEWER LINE
STORM STORM LINE
T TELEPHONE LINE
U/P U/G POWER
U/T U/G TEL
W WATER LINE



GRAPHIC SCALE
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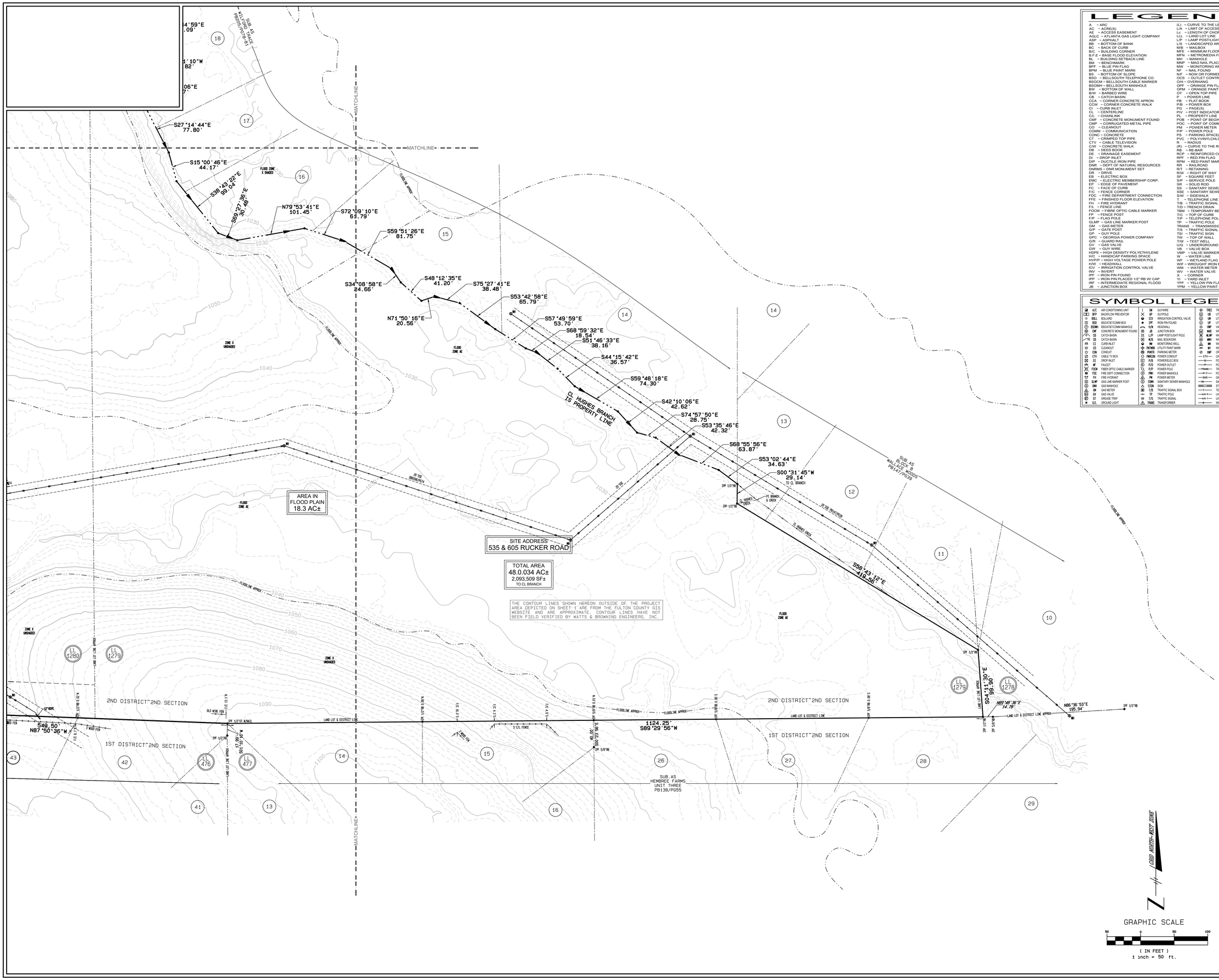
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SYMBOL LEGEND

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
BSOM	BSO/AT&T/COMM MANHOLE	H/W	HEADWALL	VMP	VALVE MARKER POST
CM	CONCRETE MONUMENT FOUND	JB	JUNCTION BOX	WB	WATER BOX
CB	CATCH BASIN	L/P	LAMP POST/LIGHT POLE	WLMP	WATER LINE MARKER POST
CB	CATCH BASIN	M/B	MAIL BOX/KIOSK	WM	WATER MANHOLE
CI	CURB INLET	MW	MONITORING WELL	WM	WATER METER
CO	CLEANOUT	PMTMK	UTILITY PAINT MARK	WV	WATER VALVE
CON	CONDUIT	PMTR	PARKING METER	XMP	CROSS WALK SIGNAL POLE
CTV	CABLE TV BOX	PMCON	POWER CONDUIT	CTV	CABLE TV
DI	DROP INLET	P/B	POWER/ELEC BOX		FENCE LINE
DF	FAUCET	P/O	POWER OUTLET		POWER LINE
FOCM	FIBER OPTIC CABLE MARKER	P/P	POWER POLE		TRANSMISSION LINE
FDC	FIRE DEPT CONNECTION	PM	POWER MANHOLE		POWER & TELEPHONE
FH	FIRE HYDRANT	PM	POWER METER	GAS	GAS LINE
GLMP	GAS LINE MARKER POST	SSMH	SANITARY SEWER MANHOLE		SANITARY SEWER LINE
GMH	GAS MANHOLE	SIGN	SIGN		STORM LINE
GM	GAS METER	T/B	TRAFFIC SIGNAL BOX		TELEPHONE LINE
GV	GAS VALVE	TP	TRAFFIC POLE		UG POWER
GT	GREASE TRAP	T/S	TRAFFIC SIGNAL		UG TEL
G/L	GROUND LIGHT	TRANS	TRANSFORMER		WATER LINE



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A01 ARCHITECTURAL SITE PLAN
A501 1" = 80'-0"

ARCHITECT
smith•boland
ARCHITECTS
531 ROSELANE STREET, SUITE 310
MARIETTA, GEORGIA, 30060
OFFICE 770.435.3080
E-MAIL INFO@SMITHBOLAND.COM
WEB WWW.SMITHBOLAND.COM

SEAL

NOT FOR CONSTRUCTION

CONSULTANT

NEW COLUMBARIUM FOR
ST. THOMAS AQUINAS CATHOLIC CHURCH
PROJECT STREET PROJECT TOWN, STATE ZIP CODE

DRAWINGS PUBLISHED

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ST. THOMAS AQUINAS CATHOLIC CHURCH

PROJECT 25006
PHASE ----

SHEET TITLE
ARCHITECTURAL SITE PLAN

SHEET
AS01









CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: July 20, 2026

AGENDA ITEM: MP-26-09/CU-26-08/V-26-13 ONELIFE FITNESS/DELTA CREDIT UNION MP

The applicant, Neal Freeman, is requesting a master plan amendment, conditional use, and variance to allow for the construction of a two (2) story, 55,000 square foot building to be used by Onelife Fitness on 6.25 acres in the North Point Overlay. A master plan amendment is requested to the Delta Community Credit Union Master Plan to add 'Athletic Facility' as a conditional use and a conditional use is requested to allow Onelife Fitness to operate an 'Athletic Facility' on the subject property. Variances are requested to Unified Development Code (UDC) Subsection 2.10.3(B) to allow parking between the building and the street and to increase the maximum building setback from Haynes Bridge Road and Rock Mill Road, and UDC Subsection 2.10.6(A)(3) to allow the impervious area of surface parking stalls to exceed the impervious area of the building. The subject property is located at 0 North Fulton Expressway at the northeast corner of Haynes Bridge Road and Rock Mill Road.

This item was considered at the July 9, 2026 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0.

PLANNING COMMISSION RECOMMENDATION:

Approve MP-26-09/CU-26-08/V-26-13 Onelife Fitness/Delta Community Credit Union MP, subject to the following conditions:

1. The 6.25-acre property shall be developed substantially as depicted on the plan prepared by Paradigm, dated 6/18/26, except for modifications required to comply with these conditions.
2. 'Athletic Facility' shall be added as a conditional use in the Delta Community Credit Union Master Plan.
3. 'Athletic Facility' shall be limited to Onelife Fitness. No other 'Athletic Facility' of subleasing shall be permitted.
4. Architecture shall be developed substantially similar to the submitted renderings, except for modifications required to comply with these conditions, subject to final approval by DRB. Building shall have 4-sided architecture, materials and details and shall be consistent with the North Point Overlay building design regulations and North Point Overlay District Design Guidelines, with final approval by DRB.
5. Parking shall be permitted between Rock Mill Road and the building as depicted on the site plan prepared by Paradigm, dated 6/18/26. Parking lot shall be screened from Haynes Bridge Road and Rock Mill Road with native and/or drought-tolerant shrubs or grasses, with final approval by DRB.
6. Outdoor amenity space shall be screened from Rock Mill Road with screen walls, fencing, and/or landscaping, with final approval by DRB.
7. Minimum 1.15 acres of open space shall be reserved and improved substantially as depicted on the site plan prepared by Paradigm, dated 6/18/26. Property owner shall be responsible for the maintenance of all open space areas.
8. Minimum 0.81 acres of civic space shall be developed as depicted on the site plan prepared by Paradigm, dated 6/18/26, and shall include decorative hardscape, landscape, gathering area, walking trails, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Civic space improvements, including monument or district threshold, shall be maintained by the property owner.
9. EcoDistrict points shall be substantially similar to the description provided in the EcoDistrict Points letter prepared by Paradigm, dated 6/15/26, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
10. Green stormwater design techniques shall be utilized to address run-off reduction, as approved by Staff.
11. Developer shall improve the Haynes Bridge Road streetscape as follows: minimum 6' planter planted with street trees, minimum 8' concrete sidewalk and decorative pedestrian lighting, 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. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.

12. Developer shall improve the Rock Mill Road streetscape as follows: minimum 6' planter planted with street trees, minimum 6' concrete sidewalk and decorative pedestrian lighting, 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. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
13. Developer shall provide an enhanced pedestrian crossing across Rock Mill Road at Haynes Bridge Road and at the entrance to the Fulton County Schools maintenance facility, which shall include the North Point EcoDistrict leaf pattern pavement markings. Enhanced crossing shall be eligible for impact fee credits, as approved by Staff.
14. Trees shall be preserved as depicted on the site plan prepared by Paradigm, dated 6/18/26. Tree save areas shall be thinned out, cleaned up and replanted with native and/or drought-tolerant landscaping materials (not additional trees), as approved by Staff. The CRZ of trees in the 60' Georgia 400 buffer shall not be impacted more than 20%, as approved by Staff.
15. Retaining walls visible from the street shall be faced with brick or stone, with final approval by DRB. Retaining walls over 16' shall be terraced with a minimum 5' wide landscaped area between terraces. Trees, shrubs, and vines shall be planted along the wall to soften the appearance, as approved by DRB.
16. Developer shall be responsible to implement the recommendations in the traffic study, as approved by Staff.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the construction of a two (2) story, 55,000 square foot building to be used by Onelife Fitness on 6.25 acres in the North Point Overlay. A master plan amendment is requested to the Delta Community Credit Union Master Plan to add 'Athletic Facility' as a conditional use and a conditional use is requested to allow Onelife Fitness to operate an 'Athletic Facility' on the subject property. Variances are requested to Unified Development Code (UDC) Subsection 2.10.3(B) to allow parking between the building and the street and to increase the maximum building setback from Haynes Bridge Road and Rock Mill Road, and UDC Subsection 2.10.6(A)(3) to allow the impervious area of surface parking stalls to exceed the impervious area of the building. The subject property is located at 0 North Fulton Expressway at the northeast corner of Haynes Bridge Road and Rock Mill Road.

The undeveloped, wooded property is zoned O-I (Office-Institutional) and is subject to the Delta Community Credit Union Master Plan. Surrounding properties are zoned O-I to the east, PSC (Planned Shopping Center) to the south and CUP (Community Unit Plan) to the west. Georgia 400 is located to the north, Fulton County Schools North Maintenance Shop is located to the east, North Point Commons shopping center is located to the south and Atlanta Center for Dental Health is located to the west. The comprehensive land use plan designation of the property is 'Corporate Office', which supports the applicant's proposal.

The Delta Community Credit Union Master Plan was approved on the subject property in 2006 allowing 20,480 square feet per acre of office, bank and 25% incidental service retail uses with a maximum building height of ten (10) stories or 150'. A master plan amendment was approved in 2023 to allow an indoor and outdoor pickleball facility for Pickle and Social and a free-standing restaurant. The master plan currently allows an 8,100 square foot free-standing restaurant and a 41,300 square foot indoor pickleball facility with restaurant and seven (7) outdoor pickleball courts.

The applicant requests variances to UDC Subsection 2.10.3(B) Site Regulations, to allow parking between the building and the street and to increase the maximum building setback from Haynes Bridge Road and Rock Mill Road, and UDC Subsection 2.10.6(A)(3) to allow the impervious area of surface parking stalls to exceed the impervious area of the building. The maximum building setback from Haynes Bridge Road is 100', of which the building is proposed to be setback approximately 312' from Haynes Bridge Road. The North Point Overlay requires that surface parking lots be situated behind or beside the primary building on Rock Mill Road. The submitted site plan depicts one (1) row of parking between the building and Rock Mill Road. Parking stalls represent approximately 44,712 square feet of impervious area and the proposed building footprint is 35,500 square feet.

Onelife Fitness is an athletic club providing world-class gym equipment, sports courts, specialized training programs, classes and amenities, such as pools, saunas, whirlpools, hydro-massage, on-site childcare, and locker rooms. One Life Fitness has several locations, including a location in Alpharetta at 12315 Crabapple Road. Other locations for the business can be found in Cumming, Woodstock, Dunwoody, Lawrenceville, Holly Springs, and Canton (coming soon). Hours of operation are Monday through Sunday 5:00 AM – 11:00 PM. The business anticipates approximately 75 – 100 employees.

SITE PLAN

The submitted site plan depicts a two (2) story, 55,000 square foot building surrounded by a surface parking lot and situated near the corner of Haynes Bridge Road and Rock Mill Road. A 15,000 square foot outdoor amenity space is depicted on the east side of the building and includes four (4) pickle ball courts. The first floor of the building is 35,500 square feet and the second floor is 19,500 square feet. Access to the property is proposed from a new driveway off Rock Mill Road.

A six-foot (6') planter and six-foot (6') sidewalk are depicted along Rock Mill Road and a six-foot (6') planter and eight-foot (8') sidewalk are depicted along Haynes Bridge Road. Five-foot (5') and six-foot (6') sidewalks are depicted around the building and connecting to the sidewalk along Rock Mill Road. A ten-foot (10') landscape strip is depicted on Rock Mill Road and a twenty-foot (20') landscape strip is depicted on Haynes Bridge Road. The building is setback approximately 68' from Rock Mill Road and approximately 312' from Haynes Bridge Road. The outdoor amenity space is setback approximately 80' from the east property line.

The UDC Parking regulations require 220 parking spaces for the proposed use, which includes the required twenty percent (20%) parking reduction in the North Point Overlay. 276 parking spaces are depicted on the site plan, which exceeds the minimum requirement. Retaining walls are depicted around the perimeter of the parking lot on the west, north and east sides.

The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 0.94 acres of open space for the 6.25-acre site. The site plan depicts 1.15 acres, or 18.5%, of the property as open space. Civic space, consisting of 0.81 acres, is depicted along Haynes Bridge Road and the Georgia 400 buffer along the on ramp and includes a tree save area, gathering area, and a four foot (4') pervious pathway through the Georgia 400 buffer. An outdoor amenity space, consisting of 0.34 acres, is depicted on the back side of the building and includes four (4) pickle ball courts and an open area.

The property is wooded, consisting of a mix of hardwoods and pines. A tree save area, including approximately seven (7) tree saves within a pocket park civic space is depicted along Haynes Bridge Road and the Georgia 400 on ramp. The 60' Georgia 400 undisturbed tree buffer is depicted along the north property line adjacent to Georgia 400. An existing stormwater pond for road improvements is depicted in the northeast corner of the property closest to Georgia 400. In addition, an underground stormwater facility is depicted in the parking lot just south of the existing stormwater facility.

RENDERINGS

Renderings were provided by the applicant depicting the proposed building. According to the application, the building's exterior materials will include a mix of brick, masonry products, pre-cast panels, glazing, wood slats, metal canopies, and decorative sconces. The North Point Overlay District Design Guidelines require contemporary, modern, and industrial/mercantile styles within the Overlay. If approved, the building should have four (4) sided architecture, materials, and details and should be consistent with the North Point Overlay District Design Guidelines.

ECODISTRICT

The North Point Overlay requires that EcoDistrict measures be incorporated into all new developments, of which a minimum seven (7) EcoDistrict points are required for the proposed development. According to the applicant's letter of intent, the development proposes seven (7) EcoDistrict points. EcoDistrict points are requested for Enhanced Bicycle Amenities, Alternative Transportation, and Additional Landscaped Civic Space. The applicant proposes to provide employee shower facilities, bicycle repair center, ride share pick-up/drop-off zone, van pool space, and additional landscaped civic space.

TRAFFIC

The applicant provided a trip generation report, which estimates that the proposed development would generate 108 AM Peak Hour trips and 186 PM Peak Hour trips.

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour*		
			In	Out	Total	In	Out	Total	In	Out	Total
Health/Fitness Club	492	55,000 ft²	63	45	108	117	69	186	826	826	1,652

*24 hour data is from slightly different land use, see text.

Based on the scope of the project and anticipated site trips, the applicant was required to submit a traffic impact study. A traffic study was commissioned to assess traffic impacts anticipated from the proposed project by 2028, the anticipated build-out of the proposed site. The study reviewed existing, future no-build, and future build conditions at the proposed site driveway and two (2) key existing intersections adjacent to the site. The analyses performed in the submitted study yield acceptable level of service (LOS) operations in the future scenario with the development of the project at the site access driveway and adjacent study intersections. Staff reviewed the submitted traffic study and agrees with the following recommendations from the report:

1. The project entrance access should be constructed with one inbound lane and one outbound lane, controlled by side street stop sign and an accompanying stop bar, while maintaining the existing left turn lane along Rock Mill Road to safely accommodate new trips entering the proposed site.
2. The project civil/site engineer comply with all applicable design standards including sight distances, turn lane storage and taper lengths (when applicable), turn radii, driveway widths, islands, angles with adjacent roadways, and grades.

STANDARDS FOR MASTER PLAN AMENDMENT

The Planning Commission and the City Council shall consider the following standards in considering a master plan amendment 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 applicant's proposal to allow an 'Athletic Facility' is consistent with the development of adjacent and nearby properties, which are similarly developed with retail uses. Also, the proposed retail service use is similar to the previous approval on the property which allows an indoor and outdoor pickleball facility.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The proposal would not adversely affect the existing use of adjacent or nearby properties, which are similarly developed with retail uses. Also, the proposed retail service use is similar to the previous approval on the property which allows an indoor and outdoor pickleball facility.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The proposed development would not have significant impacts on the natural environment. The applicant's site plan depicts a tree save area along Haynes Bridge Road and trees will be saved in the Georgia 400 buffer.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The purpose of the North Point Overlay is to create a live-work-play district featuring a balanced mix of uses that complement the City's overall mix. The zoning proposal to allow an 'Athletic Facility' represents a similar retail service use as the current approval on the property. The applicant's proposal is consistent with the vision for the North Point area and would bring services closer to where people live, work and play.

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 to allow an 'Athletic Facility' is similar to the previous approval on the property of an indoor and outdoor pickleball facility and would not have significant impacts on public facilities and services.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: Not applicable.

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. The proposed use is similar to the previous approval on the property of an indoor and outdoor pickleball facility.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The purpose of the North Point Overlay is to create a live-work-play district featuring a balanced mix of uses that complement the City's overall mix. The zoning proposal to allow an 'Athletic Facility' represents a similar retail service use as the current approval on the property. The applicant's proposal is consistent with the vision for the North Point area and would bring services closer to where people live, work and play.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The zoning proposal is supported by the comprehensive land use plan designation of the property, which is 'Corporate Office'.

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The proposed development has access from Rock Mill Road. In an effort to improve walkability in the area, the developer will be responsible for installing larger sidewalks along Rock Mill Road and Haynes Bridge Road. In addition, a condition is recommended requiring the applicant to provide an enhanced pedestrian crossing on Rock Mill Road at Haynes Bridge Road and at the entrance to the Fulton County Schools maintenance facility. The proposed use would not have significant impacts on vehicular and pedestrian safety.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

Response: The above-referenced site improvements are addressed on the applicant's site plan.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

Response: The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are similarly developed with commercial uses.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

Response: Not applicable.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area;

Response: The proposal would not impede the normal and orderly development of surrounding properties, which are similarly developed with a variety of commercial uses.

6. Ensuring that the location and character of the conditional use is consistent with a desirable pattern of development for the city, in general; and

Response: The location and character of the proposed use is appropriate as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are similarly developed with commercial uses.

7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches, or schools.

Response: The nearest 'Athletic Facility' is ATL Fitness 24/7 Alpharetta located at 970 North Point Drive, which is approximately 0.25 miles to the south of the applicant's proposed location. There are no conflicting uses in the area.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

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

Response: The property has exceptional conditions pertaining to its unusual shape. The building's front entrance is located on the long side of the rectangular building, which makes it difficult to pull the building closer to Haynes Bridge Road due to the limited amount of street frontage on that side of the property.

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

Response: The application of the ordinance would create an unnecessary hardship. The variance to allow the property to be overparked is appropriate given the observed high-demand parking needs at other athletic facilities and health clubs operating in and around the City.

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

Response: The property has peculiar conditions which adversely affect its reasonable use related to its unusual shape, road frontage on three (3) sides, and Georgia 400 buffer. Site access from Rock Mill Road is limited to the midpoint between the Haynes Bridge Road and Rock Mill Road intersection and the adjacent property's site driveway, which significantly limits a site layout with the building pulled up to Rock Mill Road and parking to the sides and rear.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment, conditional use, and variance. The applicant's proposal to allow an 'Athletic Facility' is consistent with the development of adjacent and nearby properties, which are similarly developed with retail uses. The property is located in the North Point Overlay, which seeks to create a live-work-play district featuring a balanced mix of uses that complement the City's overall mix. The proposal to allow an 'Athletic Facility' is similar to the previous approval on the property of an indoor and outdoor pickleball facility and would not have significant impacts on public facilities and services. The applicant's proposal is consistent with the vision for the North Point area and would bring services closer to where people live, work and play.

The property has exceptional and peculiar conditions related to its unusual shape and road frontage on three (3) sides. The building's front entrance is located on the long side of the rectangular building, which makes it difficult to pull the building closer to Haynes Bridge Road due to the limited amount of street frontage on that side of the property. The variance to allow the property to be overparked is appropriate given the observed high-demand parking needs at other athletic facilities and health clubs operating in and around the City. Site access from Rock Mill Road is limited to the midpoint between the Haynes Bridge Road and Rock Mill Road intersection and the adjacent property's site driveway, which significantly limits a site layout with the building pulled up to Rock Mill

Road and parking to the sides and rear. If approved, conditions are recommended requiring a North Point EcoDistrict monument or district threshold at the corner of Haynes Bridge Road and Rock Mill Road.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.

Staff received correspondence from a nearby property owner with concerns over traffic on Rock Mill Road.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on June 10, 2026. There were no public comments.

ATTACHMENTS:
• Map Series • Traffic Study • CZIM • Citizen Part B • Public Comment • Application

MP-26-09 CU-26-08



Future Land Use Map

One Life Fitness Regency Park MP

MP-26-09 CU-26-08
D/LL: 1/2/0797

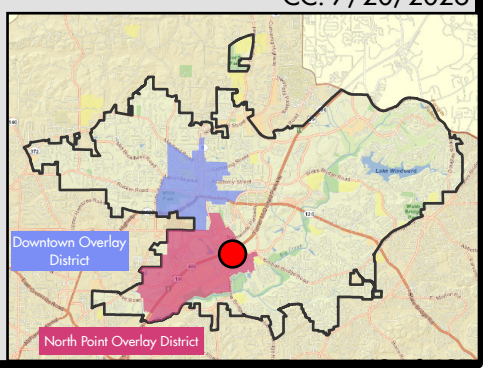
PC: 7/9/2026
CC: 7/20/2026

Legend

- MP-26-09 CU-26-08
- Land Lots
- Tax Parcels

Future Land Use 2040

- Commercial
- Corporate Office
- Mixed Use

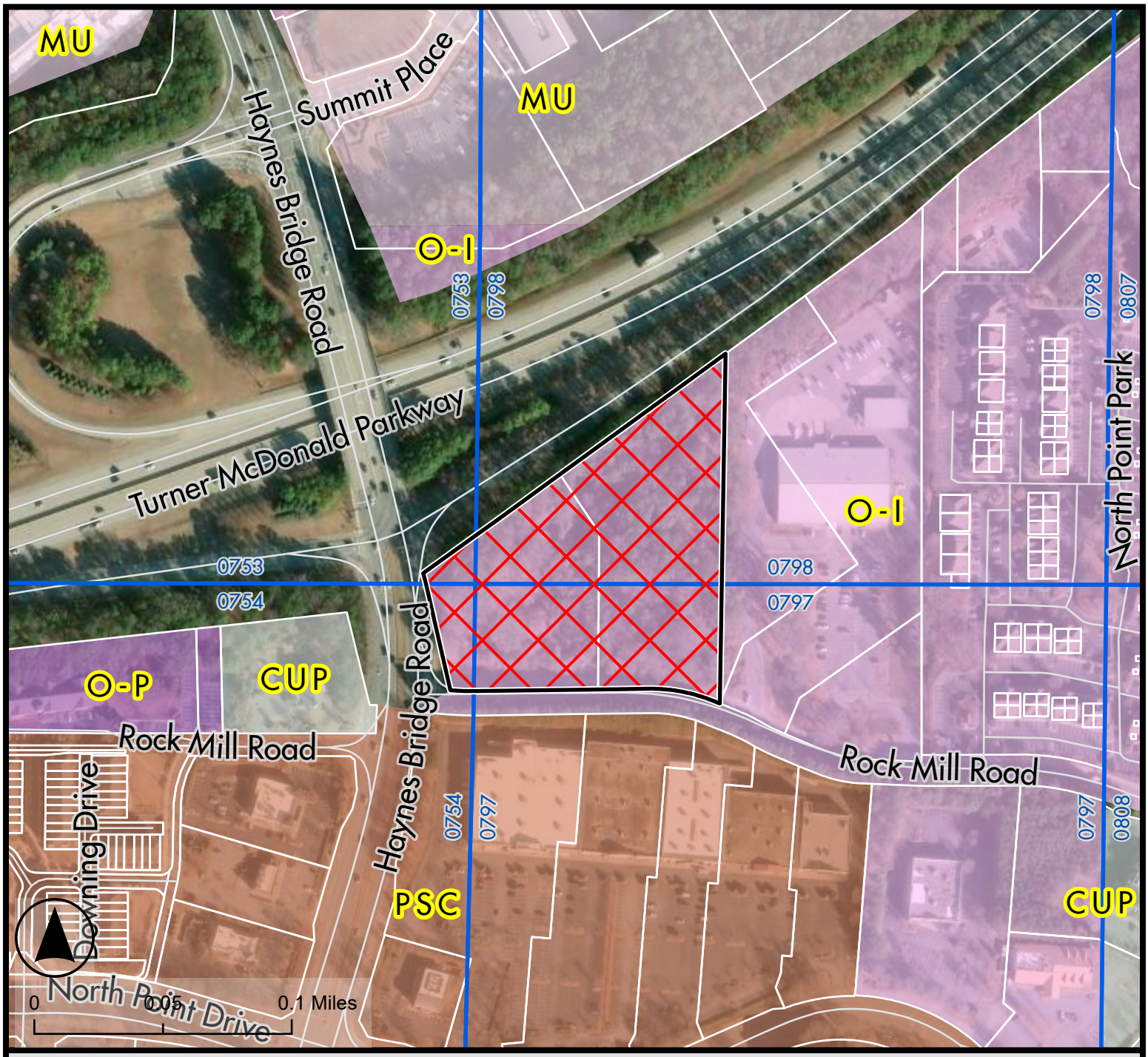


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-09 CU-26-08



Zoning Map

One Life Fitness Regency Park MP

MP-26-09 CU-26-08
D/LL: 1/2/0797

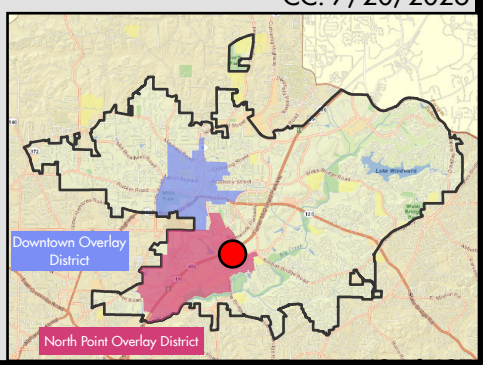
PC: 7/9/2026
CC: 7/20/2026

Legend

- MP-26-09 CU-26-08
- Land Lots
- Tax Parcels

Zoning District

- CUP Community Unit Plan
- MU Mixed Use
- O-I Office Institutional
- O-P Office Professional
- PSC Planned Shopping Center

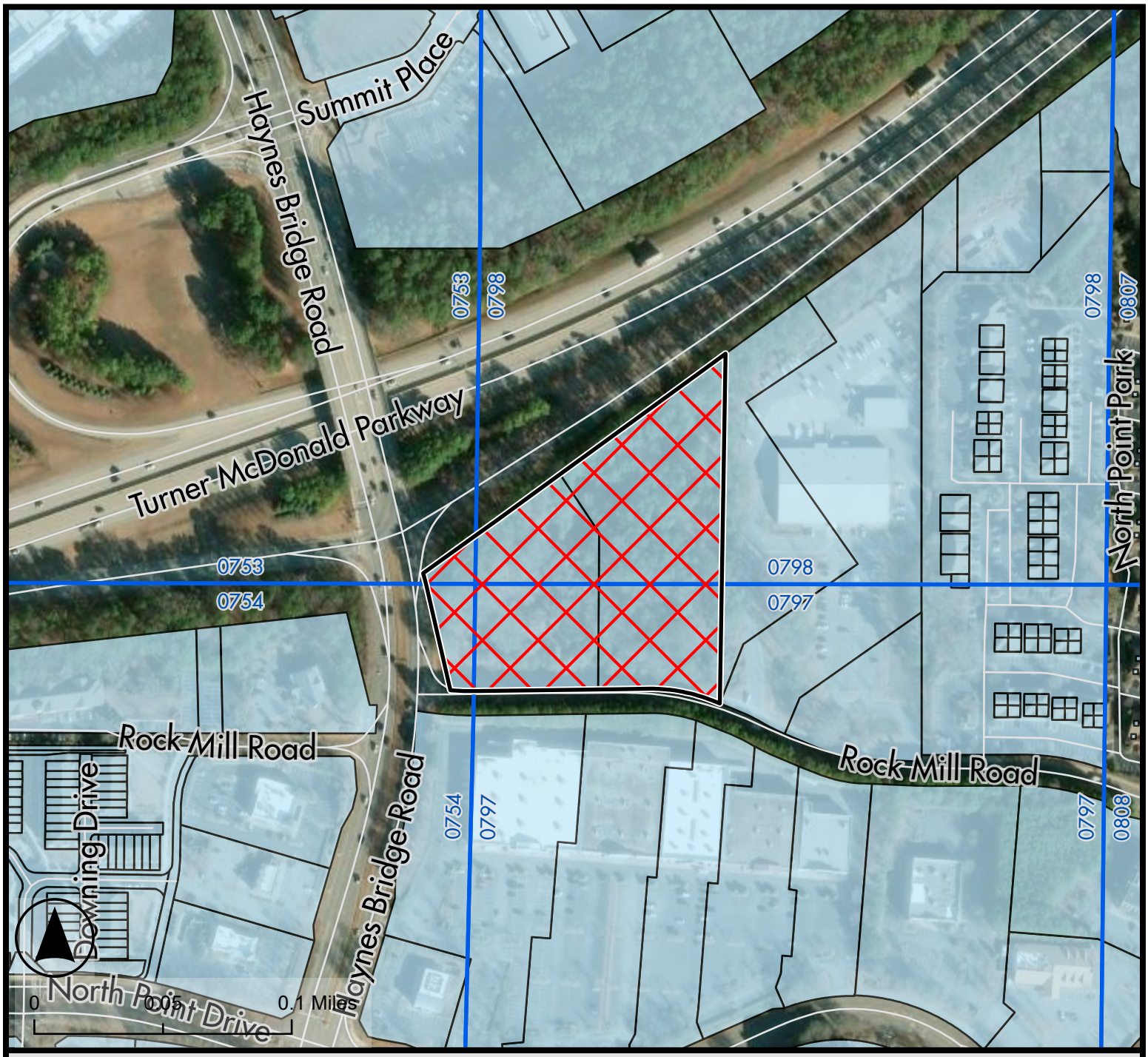


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-09 CU-26-08



Legend

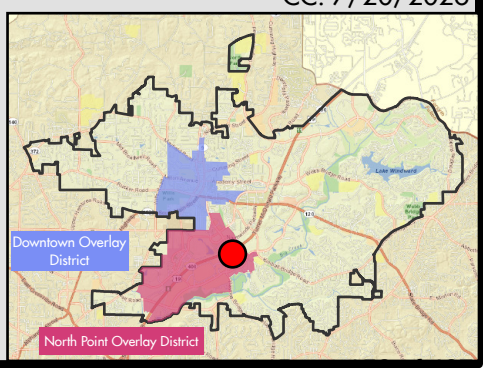
- MP-26-09 CU-26-08
- Land Lots
- Tax Parcels
- 500 ft Buffer

Location Map

One Life Fitness Regency Park MP

MP-26-09 CU-26-08
D/LL: 1/2/0797

PC: 7/9/2026
CC: 7/20/2026

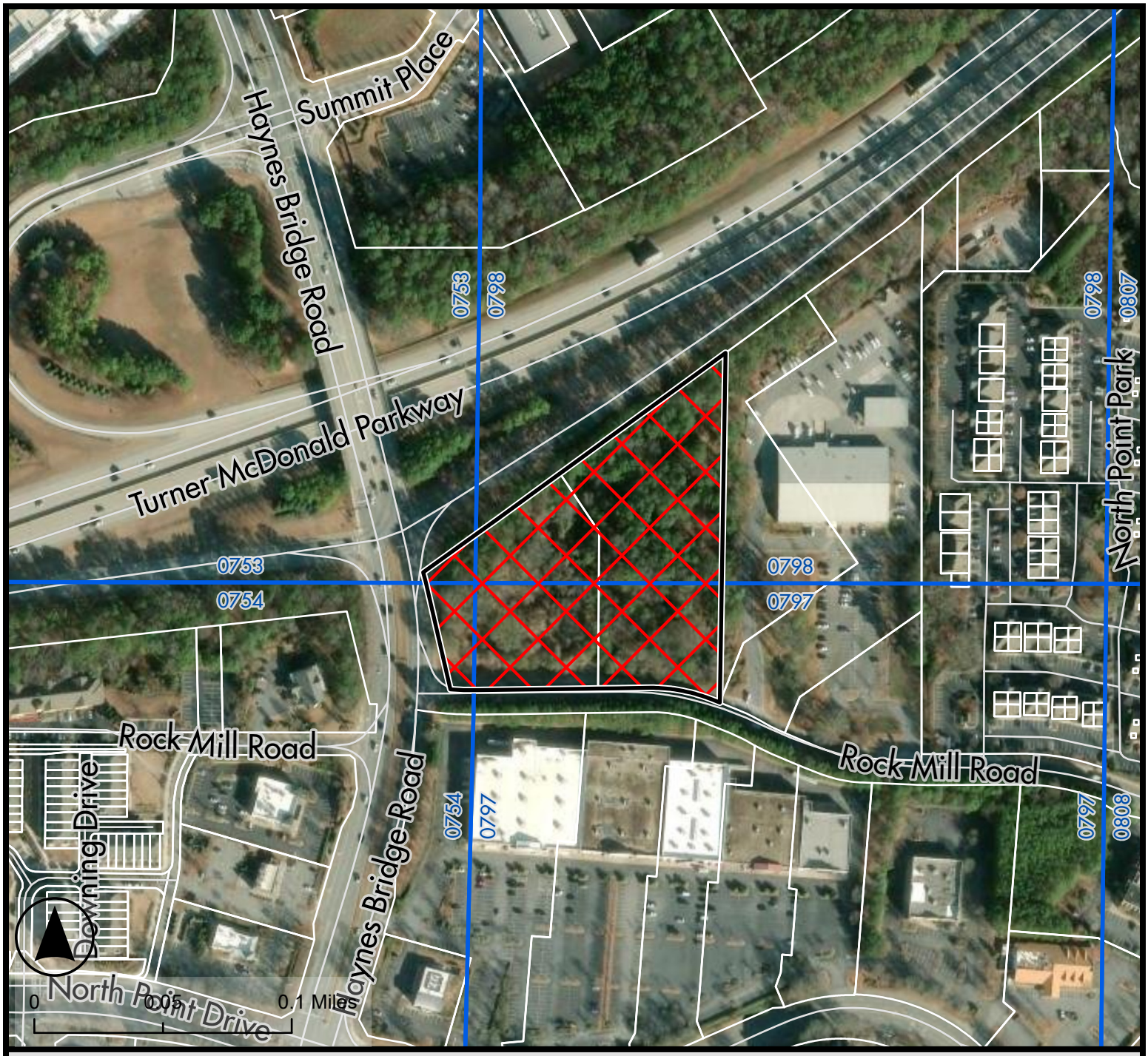


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

MP-26-09 CU-26-08



Aerial Map

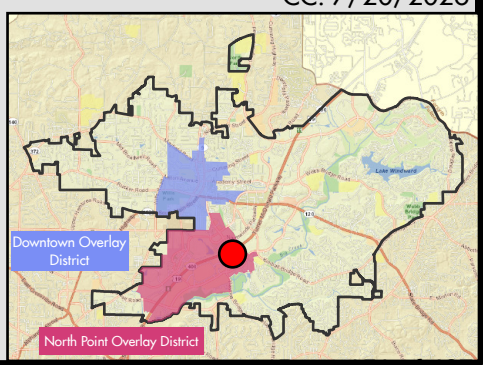
One Life Fitness Regency Park MP

Legend

- MP-26-09 CU-26-08
- Land Lots
- Tax Parcels

MP-26-09 CU-26-08
D/LL: 1/2/0797

PC: 7/9/2026
CC: 7/20/2026



THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

Traffic Impact Study

Proposed OneLife Fitness Facility
Rock Mill Road
City of Alpharetta, Georgia

June 29, 2026

The Epple Solutions, Inc

in collaboration with

Acampora Traffic, LLC

Traffic Impact Study

Proposed OneLife Fitness Facility
Rock Mill Road
City of Alpharetta, Georgia

prepared for:

Competitive Social Ventures

June 29, 2026

The Epple Solutions, Inc

in collaboration with



Acampora Traffic, LLC
858 Myrtle Street, NE
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(678) 637-1763
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Summary

The following is a summary of the key findings of this study:

1. The existing analysis reveals acceptable traffic operations at most study locations, with the westbound right turn on Rock Mill Road at Haynes Bridge Road failing. A second right turn lane, possibly with the protection of a signal, merits consideration. Because the existing failure is for one movement during one time period, a change in control is not recommended. Therefore, no mitigation is identified for the existing condition.

2. Traffic volume growth in this area has fluctuated. An annual growth rate of 2.0%, applied for two years, for a total of 4.0% growth, was applied to the counted volumes to develop the no-build and future volume projections.

3. The no-build analysis shows slight deteriorations in operations due to anticipated growth in this area. However, for the same reasons as in the existing analysis, no mitigation is recommended for the no-build condition.

4. The proposed fitness facility will generate 108 new trips in the morning peak hour, 186 new trips in the evening peak hour, and 1,652 new daily trips.

5. There is sufficient intersection sight distance at the project access location to/from the east on Rock Mill Road. To and from the west, the sight distance is below the minimum sight distance requirements, but the line of sight is clear to Haynes Bridge Road. The limitation is simply due to the short roadway segment length.

6. An eastbound left turn lane and a westbound right turn lane are required on Rock Mill Road at the project access. An eastbound left turn lane exists at this location.

7. The project access should be constructed with one inbound lane and one exiting lane. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

8. The future analysis with the addition of the proposed development's trips reveals moderate additional deterioration in operations. The NorthPoint Parkway / Rock Mill Road intersection will continue to operate acceptably and the project access will operate well.

9. The westbound right turn movement from Rock Mill Road at Haynes Bridge Road will continue to fail in the future, with the failure extending to the a.m. peak, as well. The addition of a second westbound right turn lane would provide additional capacity and queue storage. A second right turn lane without the protection of a signal does introduce some safety challenges. It is recommended that the City and the developer review lane and control options here to develop a design and control that is safe and efficient.

Introduction

This study assesses the traffic impact of a proposed fitness facility in the City of Alpharetta, Georgia. The project is located on the north side of Rock Mill Road east of Haynes Bridge Road, as shown in Figure 1. The project will consist of a 55,000 square foot fitness facility. Vehicular access will be provided at one full-movement driveway on Rock Mill Road.

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.



Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic operating conditions in the vicinity of the proposed development were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

Rock Mill Road is a local (City of Alpharetta classification) two-through-lane street that has a short segment west of Haynes Bridge Road, has two side-street stop sign controlled right-in/right-out approaches at median-divided Haynes Bridge Road, is slightly offset to the north on the east side of Haynes Bridge Road, passes the subject site, has a signalized intersection at NorthPoint Parkway, then continues to the east, as a dead-end street serving private developments. The terrain is rolling and the posted speed limit is 35 mph.

Haynes Bridge Road is a minor arterial (City of Alpharetta and Georgia DOT classification) that begins in downtown Alpharetta, has a two-signalized-intersection interchange with Georgia 400, intersects Rock Mill Road, has a signalized intersection at NorthPoint Parkway, then continues to the southeast to Old Alabama Road. At Rock Mill Road, Haynes Bridge Road has three through travel lanes in each direction, separated by a wide landscaped median. There is a short southbound right turn lane on Haynes Bridge Road at the west leg of Rock Mill Road, but no northbound right turn lane at the section of Rock Mill Road east of Haynes Bridge Road (the section where the subject OneLife facility is proposed). The terrain is gently rolling to rolling and the posted speed limit is 45 mph. In 2024 the Georgia DOT recorded an Annual Average Daily Traffic (AADT) volume of 18,000 vehicles per day (vpd) with 4% trucks on Haynes Bridge Road south of NorthPoint Parkway.

NorthPoint Parkway is a minor arterial (City of Alpharetta classification) that begins at Mansell Road, winds to the northeast, has a signalized intersection with Haynes Bridge Road and several additional intersections, has a signalized intersection at Rock Mill Road, then continues to the northeast, terminating at Windward Parkway. The terrain is gently rolling and the posted speed limit is 40 mph.

Pedestrian, Bicycle, and Transit Accessibility

There is sidewalk along the north side of Rock Mill Road, both sides of Haynes Bridge Road, and both sides of NorthPoint Parkway. There are pedestrian crosswalks across Rock Mill Road on both sides of Haynes Bridge Road, and there are crosswalks with pedestrian signals on all approaches at the NorthPoint Parkway / Rock Mill Road intersection. There are no dedicated bicycle lanes in the immediate vicinity. The MARTA system operates scheduled bus service in this area via bus Route 140 – NorthPoint Parkway, which travels along Haynes Bridge Road near Rock Mill Road. There are bus stops on both sides of Haynes Bridge Road just south of Rock Mill Road.

Existing Traffic Volumes

Existing full turning movement peak hour traffic volume counts were collected at the following intersections in the vicinity of the site:

1. Haynes Bridge Road at Rock Mill Road
2. NorthPoint Parkway at Rock Mill Road

Figure 2 presents the locations of the counts.



Figure 2 – Traffic Volume Count Location Map

The intersection counts were collected on Tuesday, June 23, 2026 from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. From the intersection turning movement count data, the highest four consecutive 15-minute interval volumes, during each time period, were determined. Area schools were not in standard session on the day on which the counts were recorded. Therefore, the Georgia DOT 2024 (the latest year for which data is available) Traffic Factors tables were used to obtain Monthly Adjustment factors. These factors account for variations in traffic volumes by month and account for school being in recess for the summer when the counts were collected. The Monthly Factor for June for urban minor arterials (non-Atlanta) which includes Haynes Bridge Road and NorthPoint Parkway, is 0.99 and there is no factor for local streets, which would include Rock Mill Road. The minor arterial factors would slightly lower the volumes on those roads. To be very slightly conservative, no traffic factors were applied. The existing weekday a.m. and p.m. peak hour volumes are presented in Figure 3, with the raw count data to be found in Appendix A.

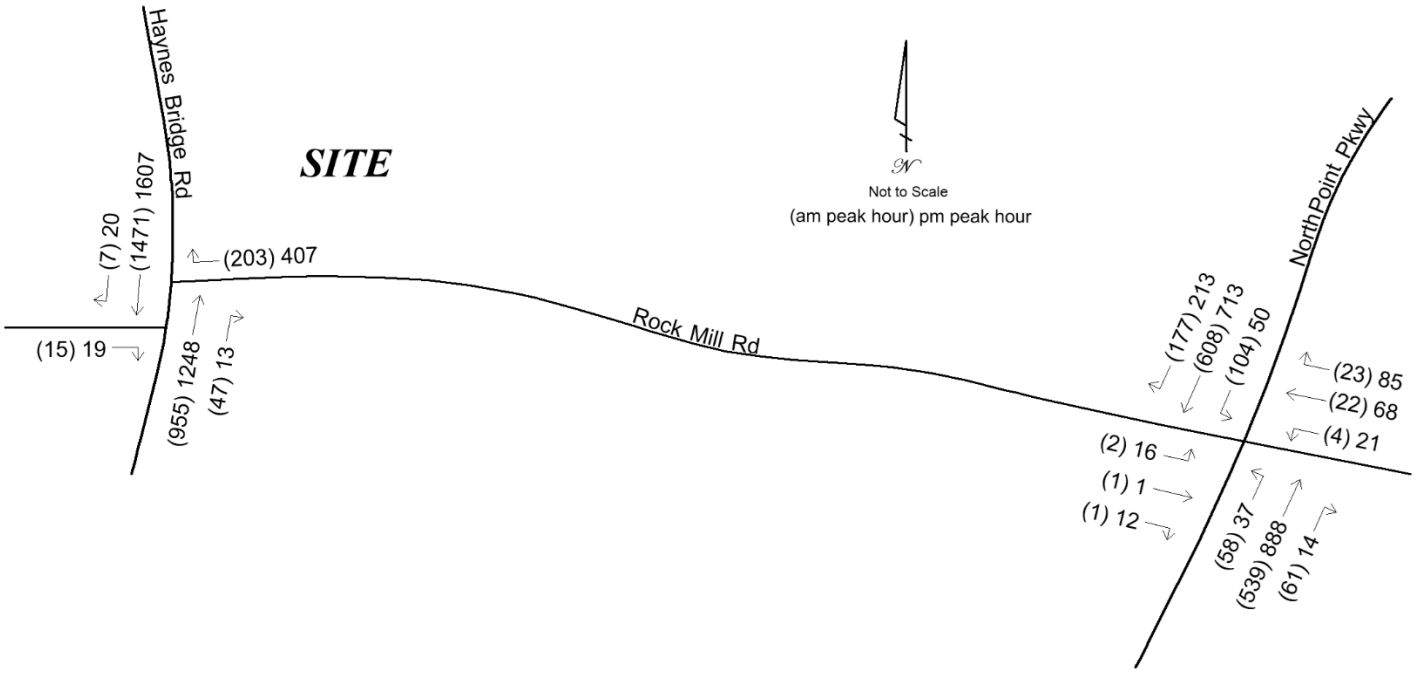


Figure 3 – Existing Weekday A.M. and P.M. Peak Hour Traffic Volumes

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 12 (the current version), in accordance with the methodology presented in the Transportation Research Board's 2022 *Highway Capacity Manual* 7th Edition (*HCM 7*). This methodology is presented in Appendix B. The analysis was based on the existing volumes, lanes, and control. The results of the analysis are shown in Table 1. Computer printouts containing detailed results of the existing analysis are located in Appendix C. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 1 – Existing Intersection Operations

Intersection / Approach / Movement	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Haynes Bridge Road at Rock Mill Rd (side street stop)	A	2.3	*E*	*35.3*
eastbound right turn	C	18.6	C	20.2
westbound right turn	D	27.5	*F*	*248.4*
2. NorthPoint Parkway at Rock Mill Rd (signal)	A	5.1	B	10.6
northbound approach	A	3.2	A	6.6
southbound approach	A	2.8	A	5.9
eastbound approach	D	45.2	D	37.6
westbound approach	D	50.0	D	44.6

The existing analysis reveals acceptable traffic operations at most study locations. One location fails at LOS F – the westbound right turn on Rock Mill Road at Haynes Bridge Road, and those high delays drop the overall intersection to LOS E. This is not uncommon on side street stop sign controlled approaches at busy thoroughfares such as Haynes Bridge Road. Mitigation could include reducing the volumes or adding a second right turn lane on Rock Mill Road, possibly accompanied by the protection of a signal. However, a signal at this location would introduce new delays on Haynes Bridge Road. Because this failure is for one movement during one time period, a second right turn lane with a change in control is not recommended at this time. Therefore, no mitigation is identified for the existing condition.

No-Build Traffic Conditions

A 2028 no-build condition was developed. This represents the traffic conditions that will exist two years into the future, after the anticipated date of the build-out of the project but not including the project's trips. The purpose of the analysis of this condition is to isolate the traffic impacts of the proposed development from background growth in volumes that is expected to occur in the area while the project is under construction.

In order to develop no-build volumes, a background growth factor was developed based on a review of historic Georgia DOT AADT traffic counts, as shown in Table 2.

Table 2 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Haynes Bridge S of NorthPoint	Annual Growth	Mansell E of NorthPoint	Annual Growth
Station ID	121-0823		121-0935	
2020	21,200		17,600	
2021	22,900	8.0%	19,000	8.0%
2022	23,800	3.9%	14,400	-24.2%
2023	17,800	-25.2%	14,600	1.4%
2024	18,000	1.1%	14,700	0.7%
Average Growth		*-3.2%*		*-3.5%*

Growth in the area has fluctuated. However, a closer review of the data reveals that only the 2023 count on Haynes Bridge Road is an actual count and only the 2022 count on Mansell Road was an actual count. The other counts were all estimated by the Georgia DOT. In fact, there are other count stations in this area that were not included in these calculations because all of the counts were estimated. It is not an uncommon practice by the Georgia DOT to estimate counts between years of actual collected data. However, in these instances, the actual count at both locations is substantially lower than the previously-estimated counts. In both locations, it seems reasonable to conclude that the previous estimated counts were too high, as opposed to there being a 25.2% decrease on Haynes Bridge Road between the 2022 estimated count and the 2023 actual count or a 24.2% decrease on Mansell Road between the 2021 estimated count and the 2022 actual count. For this reason the overall growth trends, which include the substantial decreases, are being disregarded. The growth on these roads after the "correction" from the overestimated counts, indicates annual growth between 0.7% and 1.4%. It was decided that a moderate background annual growth rate of 2.0% could be expected on the roads in this study while the proposed fitness facility is built-out. This equates to a 4.0% increase in volumes from the existing 2026 counts to the 2028 future analysis year, after project build-out. The 4.0% background growth factor was applied to the counted volumes at each study intersection to develop the 2028 no-build volumes. The calculation of the no-build volumes by intersection and turning movement is presented in the traffic volume worksheets in Appendix A.

Programmed Transportation Infrastructure Improvements

The Georgia DOT projects website and the City of Alpharetta's website were reviewed for transportation projects in the vicinity of the subject development. No programmed (scheduled and funded) or planned (anticipated) transportation infrastructure project were identified in the immediate vicinity of the study intersections. However, the planned NorthPoint Alpha Link Trail is a multi-use path that will connect Haynes Bridge Road, a short distance from the proposed OneLife site, to Encore Parkway. This will enhance pedestrian and bicycle mobility in the vicinity of the proposed project.

No-Build Intersection Operations

The no-build condition includes the no-build traffic volumes, as described above, entered into the Synchro 12 model. The 2028 no-build traffic operations were analyzed at each study intersection and the results of the no-build analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach / Movement	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Haynes Bridge Road at Rock Mill Rd (side street stop)	A	2.6	***E***	***42.6***
eastbound right turn	C	19.4	C	21.2
westbound right turn	D	30.9	***F***	***300.3***
2. NorthPoint Parkway at Rock Mill Rd (signal)	A	5.2	B	10.8
northbound approach	A	3.3	A	7.0
southbound approach	A	3.0	A	6.2
eastbound approach	D	45.0	D	37.1
westbound approach	D	49.9	D	44.3

The no-build analysis reveals continued acceptable traffic operations at most study locations, with the same failing condition as the existing – the westbound right turn from Rock Mill Road at Haynes Bridge Road, operating at LOS F and pulling the intersection to LOS E. For the same reasons discussed in the existing analysis, no mitigation is recommended here. No mitigation is necessary at the other study intersection.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed development, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The existing site is undeveloped land, with an existing curb cut with driveway apron on Rock Mill Road. The project will consist of a 55,000 square foot fitness facility. Vehicular access will be provided at one full-movement driveway on Rock Mill Road. The site plan is presented in Figure 4.

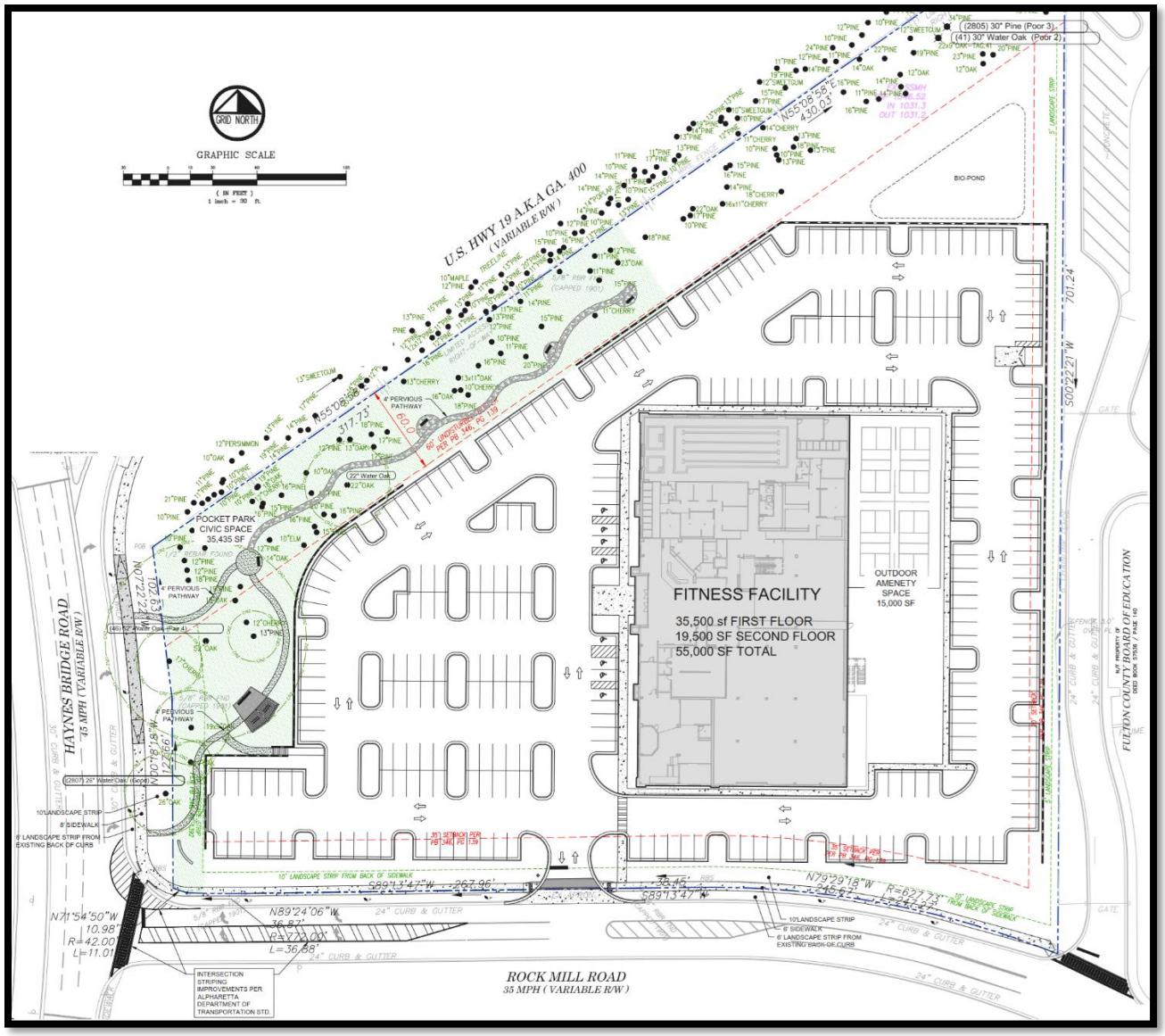


Figure 4 – Proposed OneLife Fitness Facility Site Plan

Trip Generation

Trip generation is an estimate of the number of entering and exiting vehicular trips that will be generated by the proposed development. The volume of traffic that will be generated by the proposed fitness facility was calculated using the equations and rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 12th Edition*. ITE Land Use 493 – Athletic Club was chosen as representative of the proposed facility. The ITE description for that use is as follows:

> An athletic club is a privately-owned facility that offers comprehensive athletic facilities. An athletic club typically has courts for racquet sports (e.g., tennis, racquetball, pickleball, squash, handball); a basketball court; a sauna or spa; and fitness, exercise, and weightlifting rooms. They often provide a swimming pool or whirlpool. Athletic clubs typically offer diverse, competitive team sport activities and social facilities. These facilities are membership clubs that may allow access to the public for a fee. The primary difference between Health/Fitness Club (Land Use 492) and Athletic Club (Land Use 493) is that a Health/Fitness Club primarily focuses on individual fitness or training whereas an Athletic Club also includes competitive team sport activities and social facilities.

The ITE data for this land use did not include any information about daily trips. Therefore, to estimate the daily trip generation, the data for a similar land use – ITE Land Use 492 – Health/Fitness Club was used. The description of this land use is similar to athletic club, but did not match the proposed facility as well as athletic club and the average size of the facilities for Land Use 492 was much smaller than the proposed 55,000 ft² facility, with the average facility size being only 6,000 ft². Therefore, the average trip rate for Land Use 492 was used to calculate the 24-hour trip numbers. It is advised that this data represents the best data available but may not be as accurate for the proposed facility as the data used for the peak hours.

The trip generation for the project is summarized in Table 4.

Table 4 – Proposed Fitness Facility Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour*		
			In	Out	Total	In	Out	Total	In	Out	Total
Athletic Club	493	55,000 ft²	63	45	108	117	69	186	826	826	1,652

*24 hour data is from slightly different land use, see text.

The proposed fitness facility will generate 108 new trips in the morning peak hour, 186 new trips in the evening peak hour, and 1,652 new daily trips.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's trips will travel to and from various directions. The trip distribution percentages were based on population densities in the area and the distances of those populations to the site. The proximity of the interchange of Haynes Bridge Road at Georgia 400 was also given consideration. The project trips, shown in Table 4, were assigned to each study intersection and the project accesses based on the distribution percentages. The trip distribution percentages and the total a.m. and p.m. peak hour trips expected to be generated by the proposed restaurant are shown in Figure 5.

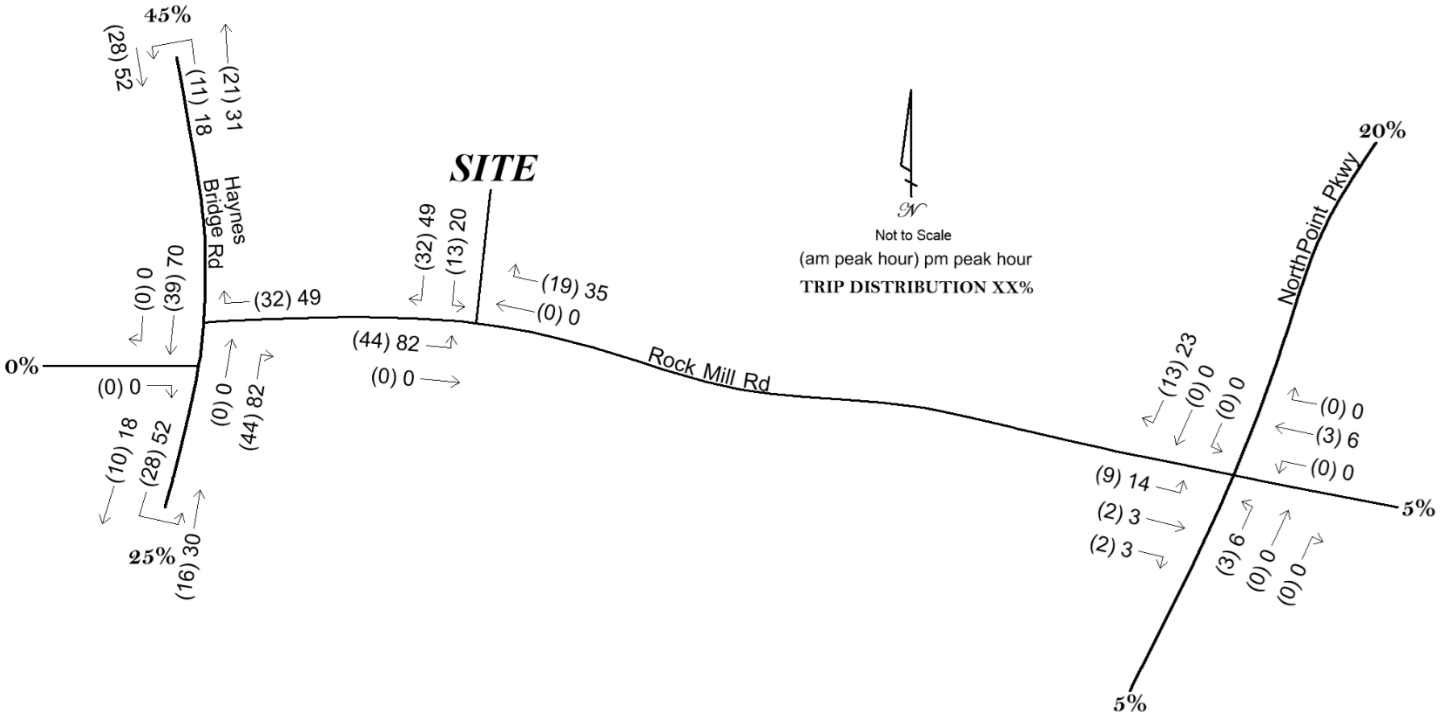


Figure 5 – Weekday A.M. and P.M. Peak Hour Project Trips and New Trip Distribution Percentages

Auxiliary Turn Lane Requirements on Rock Mill Road at Project Access

In order to determine if a westbound right turn lane or an eastbound left turn lane are required on Rock Mill Road at the project access, the Georgia DOT standards for determining the need for these auxiliary lanes, as set forth in their *Regulations for Driveway and Encroachment Control (Driveway Manual)*, revision 5.4 dated 2/10/2023, were evaluated. The right turn lane analysis is based on *Driveway Manual* Table 4-6, Minimum Volumes Requiring Right Turn Lanes, which is shown below as Table 5.

Table 5 – Georgia DOT Right Turn Lane Standards

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

The Annual Average Daily Traffic (ADT) volume on Rock Mill Road at the project access is estimated at ten times the p.m. peak hour volume passing the site, which equates to 4,200 vpd. On a road with two lanes, a 35 mph speed limit, and a 24-hour volume below 6,000 vpd, the right turn volume (RTV) above which a right turn lane is required is 200 right turn vehicles (RTV) per day. The future right turn volume (RTV) projected on Rock Mill Road at the project access is 248 daily westbound right turn vehicles. This RTV is above the minimum threshold. Therefore a westbound right turn lane is required on Rock Mill Road at the project access and this study agrees with that requirement.

The left turn lane analysis is based on *Driveway Manual* Table 4-7a, Minimum Volumes Requiring Left Turn Lanes, which is shown below as Table 6.

Table 6 – Georgia DOT Left Turn Lane Standards

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

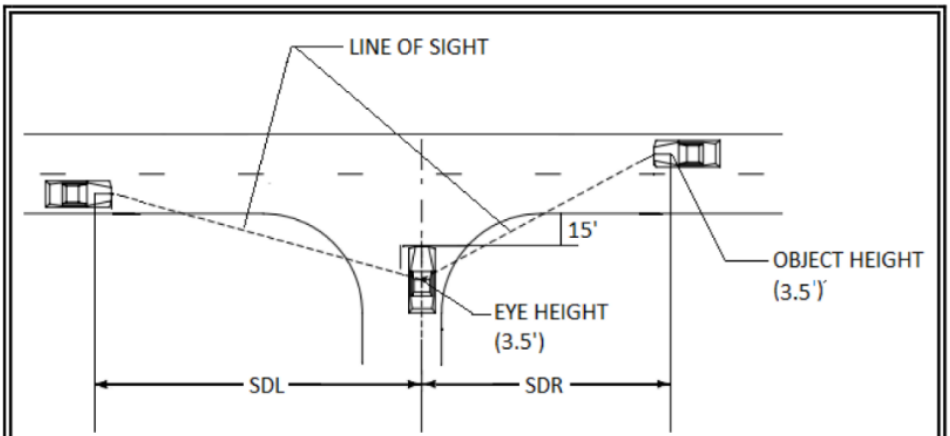
The ADT volume on Rock Mill Road at the project access is estimated at 4,200 vpd. On a road with two lanes, a 35 mph speed limit, and a 24-hour volume below 6,000 vpd, the left turn volume (LTV) above which a left turn lane is required is 300 left turn vehicles (LTV) per day. The future left turn volume (LTV) projected on Rock Mill Road at the project access is 578 daily eastbound left turn vehicles. This LTV is above the minimum threshold. Therefore an eastbound left turn lane is required on Rock Mill Road at the project access and this study agrees with that requirement. There is an existing left turn lane at this location.

Sight Distance at Project Access Location

The project's access will be located along Rock Mill Road which has a three lane cross-section at the project access location (one through lane in each direction and a center eastbound left turn lane at the project access location, which continues to the west as a hatched out median to Haynes Bridge Road. To the east, the center lane tapers

down to a two lane cross-section. The available sight distances at the proposed project access location were compared to the standards of the Georgia DOT, as presented in the Georgia DOT's *Regulations for Driveway and Encroachment Control (Driveway Manual)*, revision 5.4, 2/10/2023. The sight distance standards are presented in *Driveway Manual* Table 3-4, Intersection Sight Distance Requirements, which is shown below as Table 7.

Table 7 – Georgia DOT Driveway Manual Table 3-4 – Intersection Sight Distance Requirements



ARTERIAL SPEED (MPH)	SIGHT DISTANCE, FT.*						
	2 Lane	3 Lanes		4 Lanes		5 Lanes	
	SDL=SDR	SDL	SDR	SDL	SDR	SDL	SDR
30	335	310	355	335	375	355	400
35	390	365	415	390	440	415	465
40	445	415	475	445	500	475	530
45	500	465	530	500	565	530	600
50	555	515	590	555	625	590	665
55	610	570	650	610	690	650	730
60	665	620	710	665	750	710	795
65	720	670	765	720	815	765	860

Table 3-4 Intersection Sight Distance Requirements

The posted speed limit on Rock Mill Road is 35 mph. For a 35 mph speed limit and a three lane cross-section, the minimum required intersection sight distance is 365 feet to the left and 415 feet to the right.

At the location of the proposed access on Rock Mill Road, the available intersection sight distance to the left (east) is approximately 742 feet. This distance satisfies the minimum requirement of 365 feet. To the right (west), the sight distance is clear to Haynes Bridge Road, or approximately 300 feet, which is the furthest distance vehicles can travel from the west toward the project access – Haynes Bridge Road is median divided, so that no through vehicles can travel eastbound from west of Haynes Bridge Road. The available 300 feet does not satisfy the 415 foot minimum. This sight distance limitation is not due to a visibility limitation, but is simply limited by the length of roadway west of the project access.

The measurements of the sight distances are considered approximate because the final alignment, grading, possible addition of turn lanes, islands, signage, vegetation, and the like will all have an effect on the actual intersection sight distances when the access is built.

Future Traffic Conditions

The future volumes consist of the no-build volumes plus the trips that will be generated by the proposed fitness facility. The future volumes are shown in Figure 6.

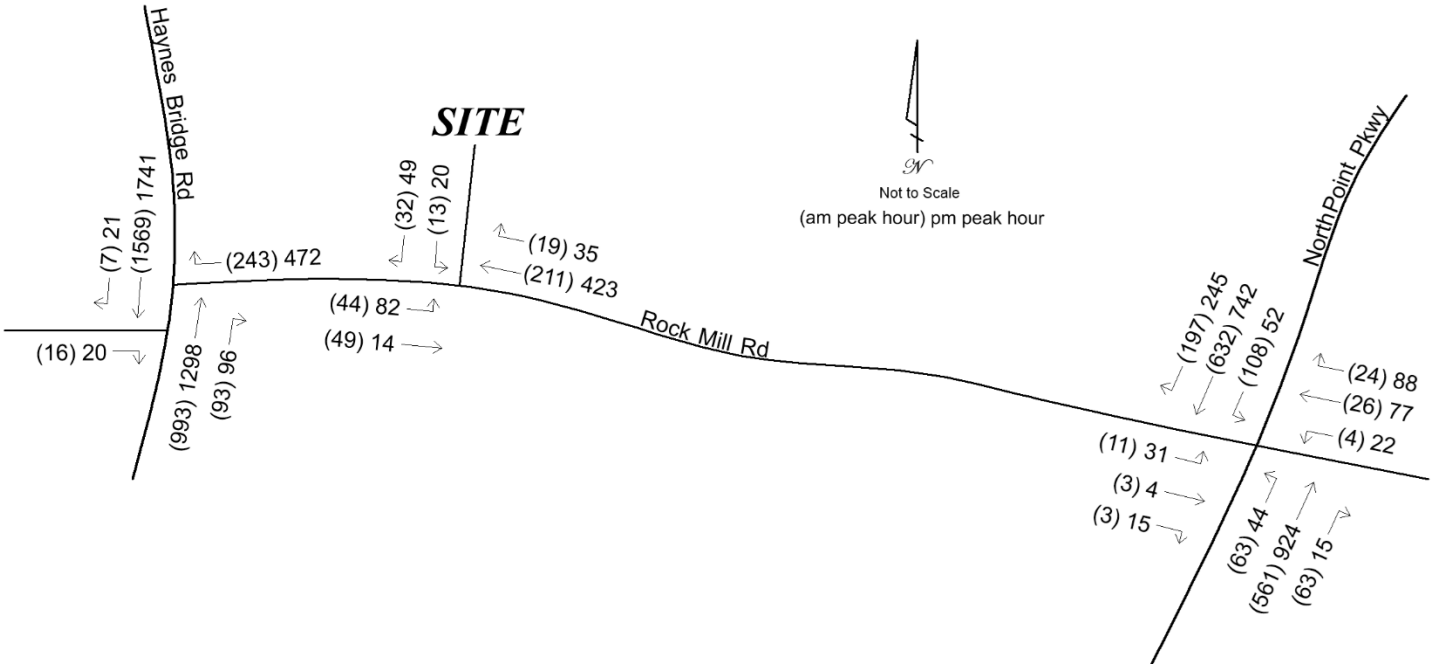


Figure 6 – Future Weekday A.M. and P.M. Peak Hour Volumes

Future Intersection Operations

An operational analysis was performed for the anticipated future project build-out at the study intersections and the project access on Rock Mill Road. The analysis at the access assumed that an eastbound left turn lane and a westbound right turn lane will be provided on Rock Mill Road at the project access, the access will be constructed with one entering lane and one exiting lane, and the side street approach exiting the project will be controlled by side street stop sign. Table 8 presents the results of the future analysis. Computer printouts containing detailed results of the future analysis are located in Appendix E. Levels of service and delays are provided for each overall intersection and for each controlled approach or movement. Locations that operate unacceptably (LOS E or LOS F) are presented in bold type.

Table 8 – Future Intersection Operations

Intersection / Approach / Movement	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Haynes Bridge Road at Rock Mill Rd (side street stop)	A	4.0	*F*	*64.5*
eastbound right turn	C	19.9	C	22.3
westbound right turn	*E*	*43.0*	*F*	*432.6*
2. NorthPoint Parkway at Rock Mill Rd (signal)	A	5.9	B	11.5
northbound approach	A	3.4	A	7.3
southbound approach	A	3.1	A	6.6
eastbound approach	D	45.0	D	37.7
westbound approach	D	49.1	D	44.0
3. Rock Mill Road at Project Access (side street stop)	A	2.6	A	3.1
southbound approach (exiting project)	B	10.8	B	15.0
eastbound left turn (entering project)	A	8.0	A	9.1

The future analysis reveals that the NorthPoint Parkway / Rock Mill Road intersection will continue to operate acceptably and the project access on Rock Mill Road will operate well. Therefore, no mitigation is required at those intersections.

As with the existing and no-build conditions, the westbound right turn movement from Rock Mill Road at Haynes Bridge Road will continue to fail, with the failure extending to the a.m. peak, as well. The addition of a second westbound right turn lane would provide additional capacity and queue storage. A second right turn lane without the protection of a signal does introduce some safety challenges. It is recommended that the City and the developer review lane and control options here to develop a design and control that is safe and efficient.

Conclusions and Recommendations

This study assesses the traffic impact of a proposed fitness facility in the City of Alpharetta. The project is located on the north side of Rock Mill Road east of Haynes Bridge Road and will consist of a 55,000 square foot fitness facility. Vehicular access will be provided at one full-movement driveway on Rock Mill Road. The following are the findings and recommendations of this study:

10. The existing analysis reveals acceptable traffic operations at most study locations, with the westbound right turn on Rock Mill Road at Haynes Bridge Road failing. A second right turn lane, possibly with the protection of a signal, merits consideration. Because the existing failure is for one movement during one time period, a change in control is not recommended. Therefore, no mitigation is identified for the existing condition.

11. Traffic volume growth in this area has fluctuated. An annual growth rate of 2.0%, applied for two years, for a total of 4.0% growth, was applied to the counted volumes to develop the no-build and future volume projections.

12. The no-build analysis shows slight deteriorations in operations due to anticipated growth in this area. However, for the same reasons as in the existing analysis, no mitigation is recommended for the no-build condition.

13. The proposed fitness facility will generate 108 new trips in the morning peak hour, 186 new trips in the evening peak hour, and 1,652 new daily trips.

14. There is sufficient intersection sight distance at the project access location to/from the east on Rock Mill Road. To and from the west, the sight distance is below the minimum sight distance requirements, but the line of sight is clear to Haynes Bridge Road. The limitation is simply due to the short roadway segment length.

15. An eastbound left turn lane and a westbound right turn lane are required on Rock Mill Road at the project access. An eastbound left turn lane exists at this location.

16. The project access should be constructed with one inbound lane and one exiting lane. The exiting approach should be controlled by side street stop sign and accompanying stop bar.

17. The future analysis with the addition of the proposed development's trips reveals moderate additional deterioration in operations. The NorthPoint Parkway / Rock Mill Road intersection will continue to operate acceptably and the project access will operate well.

18. The westbound right turn movement from Rock Mill Road at Haynes Bridge Road will continue to fail in the future, with the failure extending to the a.m. peak, as well. The addition of a second westbound right turn lane would provide additional capacity and queue storage. A second right turn lane without the protection

of a signal does introduce some safety challenges. It is recommended that the City and the developer review lane and control options here to develop a design and control that is safe and efficient.

19. It is recommended that the project civil/site engineer comply with all applicable design standards including sight distances, turn lane storage and taper lengths (when applicable), turn radii, driveway widths, islands, angles with the adjacent roadways, and grades.

Appendix A

Traffic Volume Worksheets

and Traffic Volume Count Data

OneLife Fitness Traffic Impact Study
Rock Mill Road
City of Alpharetta, Georgia

June 2026

Intersection: 1. Haynes Bridge Road at Rock Mill Road

Weekday A.M. Peak Hour	**Northbound Haynes Bridge Road**			**Southbound Haynes Bridge Road**			**Eastbound Rock Mill Road**		**Westbound Rock Mill Road**	
	T	**R**	**Tot**	**T**	**R**	**Tot**	**R**	**Tot**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 8:00-9:00)	955	47	1002	1471	7	1478	15	15	203	203
Annual Background Growth to 2028	4.0%	4.0%		4.0%	4.0%		4.0%		4.0%	
2028 No-Build Volumes	993	49	1042	1530	7	1537	16	16	211	211
Proposed OneLife Fitness Trips	0	44	44	39	0	39	0	0	32	32
2031 Build Volumes	993	93	1086	1569	7	1576	16	16	243	243

Weekday P.M. Peak Hour	**Northbound Haynes Bridge Road**			**Southbound Haynes Bridge Road**			**Eastbound Rock Mill Road**		**Westbound Rock Mill Road**	
	T	**R**	**Tot**	**T**	**R**	**Tot**	**R**	**Tot**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 4:45-5:45)	1248	13	1261	1607	20	1627	19	19	407	407
Annual Background Growth to 2028	4.0%	4.0%		4.0%	4.0%		4.0%		4.0%	
2028 No-Build Volumes	1298	14	1311	1671	21	1692	20	20	423	423
Proposed OneLife Fitness Trips	0	82	82	70	0	70	0	0	49	49
2031 Build Volumes	1298	96	1393	1741	21	1762	20	20	472	472

OneLife Fitness Traffic Impact Study
Rock Mill Road
City of Alpharetta, Georgia

June 2026

Intersection: 2. NorthPoint Parkway at Rock Mill Road

Weekday A.M. Peak Hour	**Northbound NorthPoint Parkway**				**Southbound NorthPoint Parkway**				**Eastbound Rock Mill Road**				**Westbound Rock Mill Road**			
	L	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 8:00-9:00)	58	539	61	658	104	608	177	889	2	1	1	4	4	22	23	49
Annual Background Growth to 2028	4.0%	4.0%	4.0%		4.0%	4.0%	4.0%		4.0%	4.0%	4.0%		4.0%	4.0%	4.0%	
2028 No-Build Volumes	60	561	63	684	108	632	184	925	2	1	1	4	4	23	24	51
Proposed OneLife Fitness Trips	3	0	0	3	0	0	13	13	9	2	2	13	0	3	0	3
2031 Build Volumes	63	561	63	687	108	632	197	938	11	3	3	17	4	26	24	54

Weekday P.M. Peak Hour	**Northbound NorthPoint Parkway**				**Southbound NorthPoint Parkway**				**Eastbound Rock Mill Road**				**Westbound Rock Mill Road**			
	L	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**	**L**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 4:45-5:45)	37	888	14	939	50	713	213	976	16	1	12	29	21	68	85	174
Annual Background Growth to 2028	4.0%	4.0%	4.0%		4.0%	4.0%	4.0%		4.0%	4.0%	4.0%		4.0%	4.0%	4.0%	
2028 No-Build Volumes	38	924	15	977	52	742	222	1015	17	1	12	30	22	71	88	181
Proposed OneLife Fitness Trips	6	0	0	6	0	0	23	23	14	3	3	20	0	6	0	6
2031 Build Volumes	44	924	15	983	52	742	245	1038	31	4	15	50	22	77	88	187

OneLife Fitness Traffic Impact Study
Rock Mill Road
City of Alpharetta, Georgia

June 2026

Intersection: 3. Rock Mill Road at OneLife Fitness Facility Access

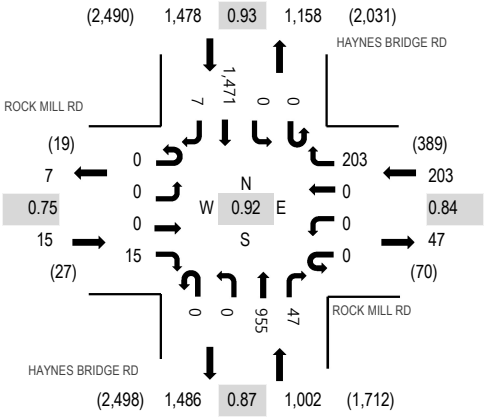
Weekday A.M. Peak Hour		**Southbound OneLife Access**			**Eastbound Rock Mill Road**			**Westbound Rock Mill Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 8:00-9:00)						47	47	203		203
Annual Background Growth to 2028						4.0%		4.0%		
2028 No-Build Volumes						49	49	211		211
Proposed OneLife Fitness Trips		13	32	45	44	0	44	0	19	19
2031 Build Volumes		13	32	45	44	49	93	211	19	230

Weekday P.M. Peak Hour		**Southbound OneLife Access**			**Eastbound Rock Mill Road**			**Westbound Rock Mill Road**		
		L	**R**	**Tot**	**L**	**T**	**Tot**	**T**	**R**	**Tot**
Counted Volumes (Tuesday, June 23, 2026 4:45-5:45)						13	13	407		407
Annual Background Growth to 2028						4.0%		4.0%		
2028 No-Build Volumes						14	14	423		423
Proposed OneLife Fitness Trips		20	49	69	82	0	82	0	35	35
2031 Build Volumes		20	49	69	82	14	96	423	35	458

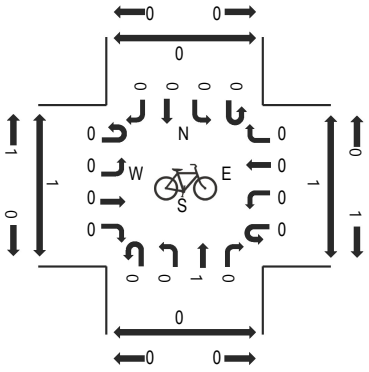
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 HAYNES BRIDGE RD & ROCK MILL RD AM
Date: Tuesday, June 23, 2026
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:45 AM - 09:00 AM

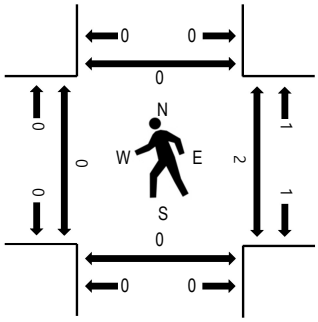
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	ROCK MILL RD Eastbound				ROCK MILL RD Westbound				HAYNES BRIDGE RD Northbound				HAYNES BRIDGE RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	4	0	0	0	37	0	0	96	3	0	0	180	3	323	1,920	0	0	0	0
7:15 AM	0	0	0	3	0	0	0	45	0	0	149	3	0	0	206	1	407	2,200	0	2	0	0
7:30 AM	0	0	0	2	0	0	0	43	0	0	203	5	0	0	291	3	547	2,456	1	0	0	0
7:45 AM	0	0	0	3	0	0	0	61	0	0	239	12	0	0	323	5	643	2,609	0	0	0	0
8:00 AM	0	0	0	3	0	0	0	44	0	0	187	5	0	0	363	1	603	2,698	0	0	0	0
8:15 AM	0	0	0	4	0	0	0	55	0	0	239	12	0	0	351	2	663		0	2	0	0
8:30 AM	0	0	0	5	0	0	0	45	0	0	268	19	0	0	362	1	700		0	0	0	0
8:45 AM	0	0	0	3	0	0	0	59	0	0	261	11	0	0	395	3	732		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	2	0	0	0	5	0	8
Lights	0	0	0	14	0	0	0	200	0	0	929	47	0	0	1,445	7	2,642
Mediums	0	0	0	1	0	0	0	2	0	0	24	0	0	0	21	0	48
Total	0	0	0	15	0	0	0	203	0	0	955	47	0	0	1,471	7	2,698

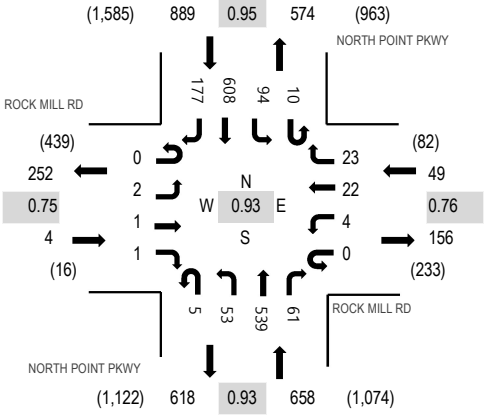
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		6.7%				1.5%				2.6%				1.8%			2.1%
Heavy Vehicle %	0.0%	0.0%	0.0%	6.7%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	2.7%	0.0%	0.0%	0.0%	1.8%	0.0%	2.1%
Peak Hour Factor		0.75				0.84				0.87				0.93			0.92
Peak Hour Factor	0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.84	0.00	0.00	0.89	0.63	0.00	0.00	0.93	0.60	0.92

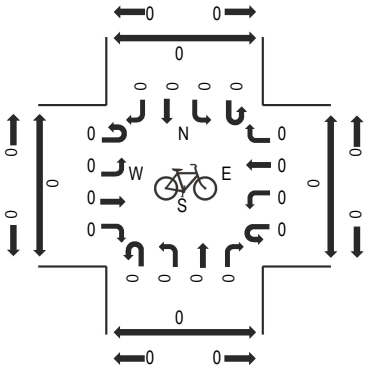
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 NORTH POINT PKWY & ROCK MILL RD AM
Date: Tuesday, June 23, 2026
Peak Hour: 08:00 AM - 09:00 AM
Peak 15-Minutes: 08:30 AM - 08:45 AM

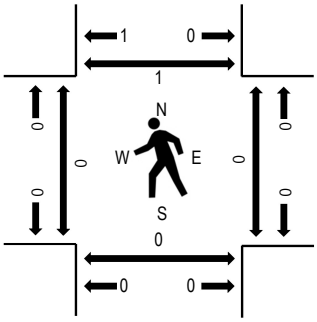
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	ROCK MILL RD Eastbound				ROCK MILL RD Westbound				NORTH POINT PKWY Northbound				NORTH POINT PKWY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	1	1	0	1	7	3	0	7	57	5	0	7	69	23	181	1,157	0	0	1	0
7:15 AM	0	2	0	1	0	0	0	5	0	8	73	6	0	9	117	31	252	1,341	0	0	0	0
7:30 AM	0	2	0	1	0	0	3	3	0	8	99	5	0	14	148	47	330	1,484	0	0	0	0
7:45 AM	0	4	0	0	0	1	1	9	0	12	132	4	0	26	165	40	394	1,584	0	0	0	0
8:00 AM	0	0	0	0	0	1	5	6	1	16	123	15	3	18	145	32	365	1,600	0	0	0	0
8:15 AM	0	0	1	0	0	2	7	3	0	14	129	14	3	22	160	40	395		0	0	0	0
8:30 AM	0	2	0	0	0	1	6	10	2	8	156	11	1	31	164	38	430		0	0	0	0
8:45 AM	0	0	0	1	0	0	4	4	2	15	131	21	3	23	139	67	410		0	0	0	1

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Lights	0	2	1	1	0	4	21	23	5	53	533	61	10	94	603	175	1,586
Mediums	0	0	0	0	0	0	1	0	0	0	6	0	0	0	5	1	13
Total	0	2	1	1	0	4	22	23	5	53	539	61	10	94	608	177	1,600

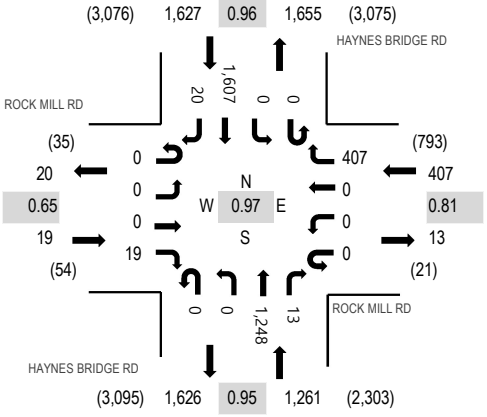
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				2.0%				0.9%				0.8%			0.9%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.5%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.8%	1.1%	0.9%
Peak Hour Factor		0.75				0.76				0.93				0.95			0.93
Peak Hour Factor	0.00	0.50	0.25	0.75	0.00	0.63	0.79	0.70	0.63	0.83	0.87	0.73	0.83	0.78	0.96	0.66	0.93

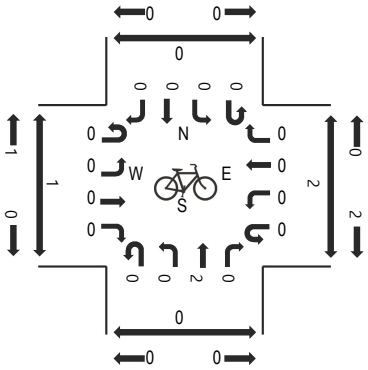
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 HAYNES BRIDGE RD & ROCK MILL RD PM
Date: Tuesday, June 23, 2026
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

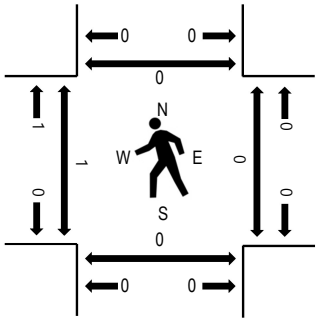
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	ROCK MILL RD Eastbound				ROCK MILL RD Westbound				HAYNES BRIDGE RD Northbound				HAYNES BRIDGE RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	11	0	0	0	114	0	0	237	3	0	0	342	5	712	3,024	1	0	0	1
4:15 PM	0	0	0	13	0	0	0	100	0	0	283	3	0	0	353	6	758	3,165	0	0	0	0
4:30 PM	0	0	0	7	0	0	0	107	0	0	253	2	0	0	363	3	735	3,232	1	0	0	0
4:45 PM	0	0	0	3	0	0	0	96	0	0	304	4	0	0	406	6	819	3,314	1	0	0	0
5:00 PM	0	0	0	3	0	0	0	135	0	0	327	4	0	0	378	6	853	3,202	0	0	0	0
5:15 PM	0	0	0	4	0	0	0	95	0	0	301	1	0	0	420	4	825		0	0	0	0
5:30 PM	0	0	0	9	0	0	0	81	0	0	316	4	0	0	403	4	817		0	0	0	0
5:45 PM	0	0	0	4	0	0	0	65	0	0	261	0	0	0	376	1	707		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Lights	0	0	0	18	0	0	0	404	0	0	1,236	13	0	0	1,599	20	3,290
Mediums	0	0	0	1	0	0	0	3	0	0	12	0	0	0	7	0	23
Total	0	0	0	19	0	0	0	407	0	0	1,248	13	0	0	1,607	20	3,314

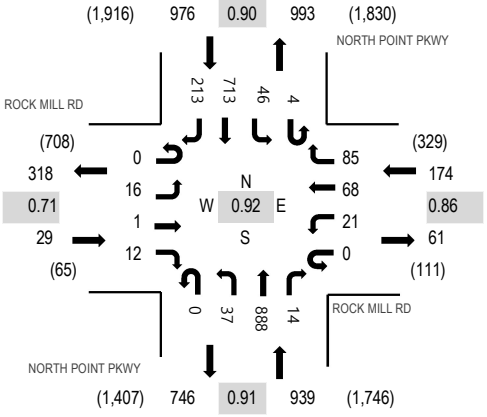
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		5.3%				0.7%				1.0%				0.5%			0.7%
Heavy Vehicle %	0.0%	0.0%	0.0%	5.3%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	1.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.7%
Peak Hour Factor		0.65				0.81				0.95				0.96			0.97
Peak Hour Factor	0.00	0.00	0.00	0.65	0.00	0.00	0.00	0.81	0.00	0.00	0.95	0.81	0.00	0.00	0.96	0.88	0.97

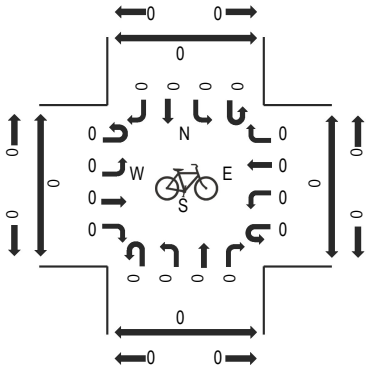
ALL TRAFFIC DATA SERVICES
(303) 216-2439
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Location: 2 NORTH POINT PKWY & ROCK MILL RD PM
Date: Tuesday, June 23, 2026
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

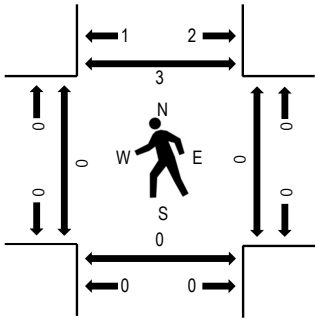
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	ROCK MILL RD Eastbound				ROCK MILL RD Westbound				NORTH POINT PKWY Northbound				NORTH POINT PKWY Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	1	6	0	8	13	18	0	13	172	8	2	8	162	76	489	1,949	0	2	0	0
4:15 PM	0	10	0	3	0	2	23	17	0	7	185	2	3	6	144	91	493	2,034	0	0	0	0
4:30 PM	0	1	1	8	0	5	23	19	0	11	202	2	2	8	153	80	515	2,071	0	0	0	0
4:45 PM	0	2	0	3	0	5	22	15	0	7	187	6	1	8	146	50	452	2,118	0	0	0	0
5:00 PM	0	4	1	4	0	5	21	28	0	9	229	3	2	17	181	70	574	2,107	0	0	0	0
5:15 PM	0	6	0	3	0	5	10	16	0	12	225	2	1	13	185	52	530		0	0	0	1
5:30 PM	0	4	0	2	0	6	15	26	0	9	247	3	0	8	201	41	562		0	0	0	2
5:45 PM	0	1	0	3	0	3	15	9	0	7	193	5	1	9	164	31	441		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	16	1	12	0	21	68	85	0	37	888	14	4	46	713	210	2,115
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3
Total	0	16	1	12	0	21	68	85	0	37	888	14	4	46	713	213	2,118

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.0%				0.3%			0.1%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.4%	0.1%
Peak Hour Factor		0.71				0.86				0.91				0.90			0.92
Peak Hour Factor	0.00	0.43	0.50	0.63	0.00	0.88	0.97	0.76	0.00	0.81	0.90	0.56	0.67	0.69	0.91	0.82	0.92

Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's 2022 *Highway Capacity Manual*, 7th Edition (HCM 7). Synchro 12 software, which emulates the HCM 7 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: Highway Capacity Manual 7

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: Highway Capacity Manual 7

Appendix C

Existing Intersection Operations Analysis

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	15	0	0	203	0	955	47	0	1471	7
Future Vol, veh/h	0	0	15	0	0	203	0	955	47	0	1471	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	75	92	92	84	92	87	87	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	20	0	0	242	0	1098	54	0	1582	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	791	-	-	576	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	285	0	0	395	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	285	-	-	395	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	18.56	27.52	0	0
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	285	395	-	-
HCM Lane V/C Ratio	-	-	0.07	0.613	-	-
HCM Ctrl Dly (s/v)	-	-	18.6	27.5	-	-
HCM Lane LOS	-	-	C	D	-	-
HCM 95th %tile Q(veh)	-	-	0.2	3.9	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	1	1	4	22	23	48	539	61	104	608	177
Future Volume (veh/h)	2	1	1	4	22	23	48	539	61	104	608	177
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	3	1	1	5	29	30	52	580	66	109	640	0
Peak Hour Factor	0.75	0.75	0.75	0.76	0.76	0.76	0.93	0.93	0.93	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	119	31	80	43	42	40	727	3542	398	732	3932	
Arrive On Green	0.05	0.05	0.05	0.05	0.05	0.05	0.04	0.77	0.77	0.05	0.78	0.00
Sat Flow, veh/h	1107	608	1585	81	823	797	1781	4619	520	1781	5066	1585
Grp Volume(v), veh/h	4	0	1	64	0	0	52	422	224	109	640	0
Grp Sat Flow(s),veh/h/ln	1715	0	1585	1701	0	0	1781	1689	1762	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	0.1	1.8	0.0	0.0	0.6	3.3	3.4	1.2	3.2	0.0
Cycle Q Clear(g_c), s	0.2	0.0	0.1	3.7	0.0	0.0	0.6	3.3	3.4	1.2	3.2	0.0
Prop In Lane	0.75		1.00	0.08		0.47	1.00		0.29	1.00		1.00
Lane Grp Cap(c), veh/h	150	0	80	125	0	0	727	2590	1351	732	3932	
V/C Ratio(X)	0.03	0.00	0.01	0.51	0.00	0.00	0.07	0.16	0.17	0.15	0.16	
Avail Cap(c_a), veh/h	445	0	404	469	0	0	899	2590	1351	1012	3932	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	45.2	0.0	45.1	46.8	0.0	0.0	2.0	3.1	3.1	1.9	2.9	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.1	3.2	0.0	0.0	0.0	0.1	0.3	0.1	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	1.7	0.0	0.0	0.1	0.8	0.9	0.2	0.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	45.2	0.0	45.2	50.0	0.0	0.0	2.0	3.2	3.4	2.0	3.0	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		5			64			698			749	
Approach Delay, s/veh		45.2			50.0			3.2			2.8	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.3	81.2		9.6	8.3	82.1		9.6				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	20.5	40.5		25.5	13.5	47.5		25.5				
Max Q Clear Time (g_c+I1), s	3.2	5.4		2.2	2.6	5.2		5.7				
Green Ext Time (p_c), s	0.2	4.1		0.0	0.1	4.5		0.2				

Intersection Summary												
HCM 7th Control Delay, s/veh			5.1									
HCM 7th LOS			A									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	35.3

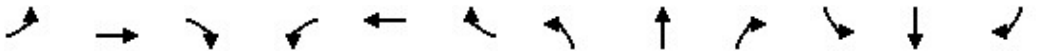
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	19	0	0	407	0	1248	13	0	1607	20
Future Vol, veh/h	0	0	19	0	0	407	0	1248	13	0	1607	20
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	65	92	92	81	92	95	95	92	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	29	0	0	502	0	1314	14	0	1674	21

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	837	-	-	664	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	266	0	0	~ 346	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	266	-	-	~ 346	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	20.19	248.43	0	0
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	266	346	-	-
HCM Lane V/C Ratio	-	-	0.11	1.453	-	-
HCM Ctrl Dly (s/v)	-	-	20.2	248.4	-	-
HCM Lane LOS	-	-	C	F	-	-
HCM 95th %tile Q(veh)	-	-	0.4	26.6	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	16	1	12	21	68	85	37	888	14	50	713	213
Future Volume (veh/h)	16	1	12	21	68	85	37	888	14	50	713	213
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	23	1	17	24	79	99	41	976	15	56	792	0
Peak Hour Factor	0.71	0.71	0.71	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	181	6	231	58	107	120	562	3493	54	486	3471	
Arrive On Green	0.15	0.15	0.15	0.15	0.15	0.15	0.03	0.68	0.68	0.04	0.69	0.00
Sat Flow, veh/h	758	44	1585	123	734	823	1781	5139	79	1781	5066	1585
Grp Volume(v), veh/h	24	0	17	202	0	0	41	641	350	56	792	0
Grp Sat Flow(s),veh/h/ln	802	0	1585	1680	0	0	1781	1689	1841	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	0.9	6.1	0.0	0.0	0.7	7.5	7.5	0.9	5.8	0.0
Cycle Q Clear(g_c), s	2.9	0.0	0.9	11.6	0.0	0.0	0.7	7.5	7.5	0.9	5.8	0.0
Prop In Lane	0.96		1.00	0.12		0.49	1.00		0.04	1.00		1.00
Lane Grp Cap(c), veh/h	187	0	231	285	0	0	562	2295	1252	486	3471	
V/C Ratio(X)	0.13	0.00	0.07	0.71	0.00	0.00	0.07	0.28	0.28	0.12	0.23	
Avail Cap(c_a), veh/h	382	0	483	549	0	0	653	2295	1252	602	3471	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	37.7	0.0	36.9	41.4	0.0	0.0	4.3	6.3	6.3	4.4	5.9	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.1	3.2	0.0	0.0	0.1	0.3	0.6	0.1	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	0.4	5.0	0.0	0.0	0.2	2.2	2.5	0.3	1.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	38.0	0.0	37.0	44.6	0.0	0.0	4.4	6.6	6.9	4.5	6.0	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		41			202			1032			848	
Approach Delay, s/veh		37.6			44.6			6.6			5.9	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.4	72.5		19.1	7.9	73.0		19.1				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	10.5	45.5		30.5	8.5	47.5		30.5				
Max Q Clear Time (g_c+I1), s	2.9	9.5		4.9	2.7	7.8		13.6				
Green Ext Time (p_c), s	0.0	6.9		0.1	0.0	5.7		1.0				

Intersection Summary												
HCM 7th Control Delay, s/veh			10.6									
HCM 7th LOS			B									

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Appendix D

No-Build Intersection Operations Analysis

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	16	0	0	211	0	993	49	0	1530	7
Future Vol, veh/h	0	0	16	0	0	211	0	993	49	0	1530	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	75	92	92	84	92	87	87	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	21	0	0	251	0	1141	56	0	1645	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	823	-	-	599	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	272	0	0	381	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	272	-	-	381	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	19.36	30.93	0	0
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	272	381	-	-
HCM Lane V/C Ratio	-	-	0.078	0.659	-	-
HCM Ctrl Dly (s/v)	-	-	19.4	30.9	-	-
HCM Lane LOS	-	-	C	D	-	-
HCM 95th %tile Q(veh)	-	-	0.3	4.5	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	1	1	4	23	24	60	561	63	108	632	184
Future Volume (veh/h)	2	1	1	4	23	24	60	561	63	108	632	184
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	3	1	1	5	30	32	65	603	68	114	665	0
Peak Hour Factor	0.75	0.75	0.75	0.76	0.76	0.76	0.93	0.93	0.93	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	122	32	84	43	43	43	713	3534	394	716	3902	
Arrive On Green	0.05	0.05	0.05	0.05	0.05	0.05	0.04	0.76	0.76	0.05	0.77	0.00
Sat Flow, veh/h	1114	601	1585	75	813	812	1781	4624	516	1781	5066	1585
Grp Volume(v), veh/h	4	0	1	67	0	0	65	439	232	114	665	0
Grp Sat Flow(s),veh/h/ln	1714	0	1585	1700	0	0	1781	1689	1763	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	0.1	1.7	0.0	0.0	0.7	3.5	3.6	1.3	3.5	0.0
Cycle Q Clear(g_c), s	0.2	0.0	0.1	3.9	0.0	0.0	0.7	3.5	3.6	1.3	3.5	0.0
Prop In Lane	0.75		1.00	0.07		0.48	1.00		0.29	1.00		1.00
Lane Grp Cap(c), veh/h	154	0	84	129	0	0	713	2581	1347	716	3902	
V/C Ratio(X)	0.03	0.00	0.01	0.52	0.00	0.00	0.09	0.17	0.17	0.16	0.17	
Avail Cap(c_a), veh/h	445	0	404	469	0	0	897	2581	1347	996	3902	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	44.9	0.0	44.9	46.7	0.0	0.0	2.0	3.2	3.2	2.0	3.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.1	3.2	0.0	0.0	0.1	0.1	0.3	0.1	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	1.7	0.0	0.0	0.1	0.8	0.9	0.2	0.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	45.0	0.0	44.9	49.9	0.0	0.0	2.1	3.3	3.5	2.1	3.1	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		5			67			736			779	
Approach Delay, s/veh		45.0			49.9			3.3			3.0	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.3	80.9		9.8	8.7	81.5		9.8				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	20.5	40.5		25.5	14.5	46.5		25.5				
Max Q Clear Time (g_c+I1), s	3.3	5.6		2.2	2.7	5.5		5.9				
Green Ext Time (p_c), s	0.2	4.3		0.0	0.1	4.7		0.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	5.2
HCM 7th LOS	A

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	42.6

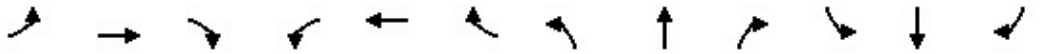
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	20	0	0	423	0	1298	14	0	1671	21
Future Vol, veh/h	0	0	20	0	0	423	0	1298	14	0	1671	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	65	92	92	81	92	95	95	92	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	31	0	0	522	0	1366	15	0	1741	22

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	870	-	-	691	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	253	0	0	~ 332	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	253	-	-	~ 332	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	21.19	$ 300.33	0	0
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	253	332	-	-
HCM Lane V/C Ratio	-	-	0.122	1.572	-	-
HCM Ctrl Dly (s/v)	-	-	21.2	$ 300.3	-	-
HCM Lane LOS	-	-	C	F	-	-
HCM 95th %tile Q(veh)	-	-	0.4	30.2	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	17	1	12	22	71	88	38	924	15	52	742	222
Future Volume (veh/h)	17	1	12	22	71	88	38	924	15	52	742	222
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	24	1	17	26	83	102	42	1015	16	58	824	0
Peak Hour Factor	0.71	0.71	0.71	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	183	6	240	60	112	123	543	3459	54	468	3439	
Arrive On Green	0.15	0.15	0.15	0.15	0.15	0.15	0.03	0.67	0.67	0.04	0.68	0.00
Sat Flow, veh/h	740	41	1585	130	738	812	1781	5137	81	1781	5066	1585
Grp Volume(v), veh/h	25	0	17	211	0	0	42	667	364	58	824	0
Grp Sat Flow(s),veh/h/ln	781	0	1585	1680	0	0	1781	1689	1841	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	0.9	6.6	0.0	0.0	0.7	8.0	8.0	1.0	6.2	0.0
Cycle Q Clear(g_c), s	3.2	0.0	0.9	12.1	0.0	0.0	0.7	8.0	8.0	1.0	6.2	0.0
Prop In Lane	0.96		1.00	0.12		0.48	1.00		0.04	1.00		1.00
Lane Grp Cap(c), veh/h	189	0	240	295	0	0	543	2274	1239	468	3439	
V/C Ratio(X)	0.13	0.00	0.07	0.71	0.00	0.00	0.08	0.29	0.29	0.12	0.24	
Avail Cap(c_a), veh/h	388	0	499	566	0	0	615	2274	1239	583	3439	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	37.3	0.0	36.4	41.1	0.0	0.0	4.5	6.7	6.7	4.6	6.2	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.1	3.2	0.0	0.0	0.1	0.3	0.6	0.1	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	0.4	5.2	0.0	0.0	0.2	2.4	2.7	0.3	1.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	37.6	0.0	36.5	44.3	0.0	0.0	4.6	7.0	7.3	4.7	6.3	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		42			211			1073			882	
Approach Delay, s/veh		37.1			44.3			7.0			6.2	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.5	71.8		19.7	7.9	72.4		19.7				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	10.5	44.5		31.5	7.5	47.5		31.5				
Max Q Clear Time (g_c+I1), s	3.0	10.0		5.2	2.7	8.2		14.1				
Green Ext Time (p_c), s	0.0	7.2		0.1	0.0	6.0		1.0				

Intersection Summary			
HCM 7th Control Delay, s/veh		10.8	
HCM 7th LOS		B	

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Appendix E

Future Intersection Operations Analysis

Intersection	
Int Delay, s/veh	4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	16	0	0	243	0	993	93	0	1569	7
Future Vol, veh/h	0	0	16	0	0	243	0	993	93	0	1569	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	75	92	92	84	92	87	87	92	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	21	0	0	289	0	1141	107	0	1687	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	844	-	-	624	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	263	0	0	367	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	263	-	-	367	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	19.86	42.99	0	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	263	367	-	-
HCM Lane V/C Ratio	-	-	0.081	0.788	-	-
HCM Ctrl Dly (s/v)	-	-	19.9	43	-	-
HCM Lane LOS	-	-	C	E	-	-
HCM 95th %tile Q(veh)	-	-	0.3	6.6	-	-

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	11	3	3	4	26	24	63	561	63	108	632	197
Future Volume (veh/h)	11	3	3	4	26	24	63	561	63	108	632	197
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	15	4	4	5	34	32	68	603	68	114	665	0
Peak Hour Factor	0.75	0.75	0.75	0.76	0.76	0.76	0.93	0.93	0.93	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	135	29	93	42	51	45	709	3507	391	711	3870	
Arrive On Green	0.06	0.06	0.06	0.06	0.06	0.06	0.04	0.76	0.76	0.05	0.76	0.00
Sat Flow, veh/h	1201	489	1585	67	872	771	1781	4624	516	1781	5066	1585
Grp Volume(v), veh/h	19	0	4	71	0	0	68	439	232	114	665	0
Grp Sat Flow(s),veh/h/ln	1690	0	1585	1710	0	0	1781	1689	1763	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	0.2	1.5	0.0	0.0	0.8	3.6	3.7	1.3	3.6	0.0
Cycle Q Clear(g_c), s	1.0	0.0	0.2	4.1	0.0	0.0	0.8	3.6	3.7	1.3	3.6	0.0
Prop In Lane	0.79		1.00	0.07		0.45	1.00		0.29	1.00		1.00
Lane Grp Cap(c), veh/h	163	0	93	139	0	0	709	2561	1337	711	3870	
V/C Ratio(X)	0.12	0.00	0.04	0.51	0.00	0.00	0.10	0.17	0.17	0.16	0.17	
Avail Cap(c_a), veh/h	443	0	404	471	0	0	892	2561	1337	973	3870	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	44.8	0.0	44.4	46.2	0.0	0.0	2.1	3.4	3.4	2.1	3.2	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.2	2.9	0.0	0.0	0.1	0.1	0.3	0.1	0.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	0.1	1.8	0.0	0.0	0.1	0.8	0.9	0.2	0.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	45.1	0.0	44.6	49.1	0.0	0.0	2.2	3.5	3.6	2.2	3.3	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		23			71			739			779	
Approach Delay, s/veh		45.0			49.1			3.4			3.1	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.3	80.3		10.4	8.7	80.9		10.4				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	19.5	41.5		25.5	14.5	46.5		25.5				
Max Q Clear Time (g_c+I1), s	3.3	5.7		3.0	2.8	5.6		6.1				
Green Ext Time (p_c), s	0.2	4.3		0.1	0.1	4.7		0.3				

Intersection Summary	
HCM 7th Control Delay, s/veh	5.9
HCM 7th LOS	A

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	44	49	211	19	13	32
Future Vol, veh/h	44	49	211	19	13	32
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	60	60	84	84	70	70
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	73	82	251	23	19	46

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	274	0	-	0	480	251
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	228	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1289	-	-	-	545	787
Stage 1	-	-	-	-	791	-
Stage 2	-	-	-	-	810	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1289	-	-	-	514	787
Mov Cap-2 Maneuver	-	-	-	-	514	-
Stage 1	-	-	-	-	746	-
Stage 2	-	-	-	-	810	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	3.77	0	10.82
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1289	-	-	-	683
HCM Lane V/C Ratio	0.057	-	-	-	0.094
HCM Ctrl Dly (s/v)	8	-	-	-	10.8
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.3

Intersection	
Int Delay, s/veh	64.5

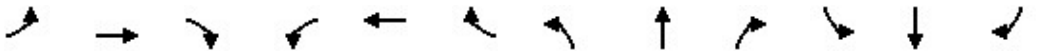
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	20	0	0	472	0	1298	96	0	1741	21
Future Vol, veh/h	0	0	20	0	0	472	0	1298	96	0	1741	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	65	92	92	81	92	95	95	92	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	4	2	2	4	2
Mvmt Flow	0	0	31	0	0	583	0	1366	101	0	1814	22

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	907	-	-	734	-	0	0	-	-	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	-	-	7.14	-	-	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	-	-	3.92	-	-	-	-	-	-
Pot Cap-1 Maneuver	0	0	239	0	0	~ 311	0	-	-	0	-	-
Stage 1	0	0	-	0	0	-	0	-	-	0	-	-
Stage 2	0	0	-	0	0	-	0	-	-	0	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	239	-	-	~ 311	-	-	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	22.25	$ 432.6	0	0
HCM LOS	C	F		

Minor Lane/Major Mvmt	NBT	NBR	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	-	-	239	311	-	-
HCM Lane V/C Ratio	-	-	0.129	1.872	-	-
HCM Ctrl Dly (s/v)	-	-	22.3	$ 432.6	-	-
HCM Lane LOS	-	-	C	F	-	-
HCM 95th %tile Q(veh)	-	-	0.4	39.5	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	31	4	15	22	77	88	44	924	15	52	742	245
Future Volume (veh/h)	31	4	15	22	77	88	44	924	15	52	742	245
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1856	1870	1870	1856	1870
Adj Flow Rate, veh/h	44	6	21	26	90	102	48	1015	16	58	824	0
Peak Hour Factor	0.71	0.71	0.71	0.86	0.86	0.86	0.91	0.91	0.91	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2	2	3	2	2	3	2
Cap, veh/h	176	20	251	59	120	123	540	3423	54	463	3392	
Arrive On Green	0.16	0.16	0.16	0.16	0.16	0.16	0.04	0.67	0.67	0.04	0.67	0.00
Sat Flow, veh/h	683	125	1585	121	759	773	1781	5137	81	1781	5066	1585
Grp Volume(v), veh/h	50	0	21	218	0	0	48	667	364	58	824	0
Grp Sat Flow(s),veh/h/ln	809	0	1585	1653	0	0	1781	1689	1841	1781	1689	1585
Q Serve(g_s), s	0.0	0.0	1.1	6.6	0.0	0.0	0.8	8.2	8.2	1.0	6.4	0.0
Cycle Q Clear(g_c), s	6.2	0.0	1.1	12.8	0.0	0.0	0.8	8.2	8.2	1.0	6.4	0.0
Prop In Lane	0.88		1.00	0.12		0.47	1.00		0.04	1.00		1.00
Lane Grp Cap(c), veh/h	196	0	251	303	0	0	540	2250	1227	463	3392	
V/C Ratio(X)	0.26	0.00	0.08	0.72	0.00	0.00	0.09	0.30	0.30	0.13	0.24	
Avail Cap(c_a), veh/h	391	0	499	562	0	0	644	2250	1227	579	3392	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	37.8	0.0	35.9	40.7	0.0	0.0	4.7	6.9	6.9	4.8	6.5	0.0
Incr Delay (d2), s/veh	0.7	0.0	0.1	3.2	0.0	0.0	0.1	0.3	0.6	0.1	0.2	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	0.4	5.4	0.0	0.0	0.2	2.5	2.8	0.3	1.9	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	38.5	0.0	36.0	44.0	0.0	0.0	4.8	7.3	7.6	5.0	6.7	0.0
LnGrp LOS	D		D	D			A	A	A	A	A	
Approach Vol, veh/h		71			218			1079			882	
Approach Delay, s/veh		37.7			44.0			7.3			6.6	
Approach LOS		D			D			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.5	71.1		20.4	8.2	71.5		20.4				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	10.5	44.5		31.5	9.5	45.5		31.5				
Max Q Clear Time (g_c+I1), s	3.0	10.2		8.2	2.8	8.4		14.8				
Green Ext Time (p_c), s	0.0	7.2		0.3	0.0	6.0		1.1				

Intersection Summary			
HCM 7th Control Delay, s/veh		11.5	
HCM 7th LOS		B	

Notes

Unsignalized Delay for [SBR] is excluded from calculations of the approach delay and intersection delay.

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	82	14	423	35	20	49
Future Vol, veh/h	82	14	423	35	20	49
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	150	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	65	65	81	81	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	126	22	522	43	27	65

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	565	0	-	0	796	522
Stage 1	-	-	-	-	522	-
Stage 2	-	-	-	-	274	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1006	-	-	-	356	554
Stage 1	-	-	-	-	595	-
Stage 2	-	-	-	-	772	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1006	-	-	-	311	554
Mov Cap-2 Maneuver	-	-	-	-	311	-
Stage 1	-	-	-	-	521	-
Stage 2	-	-	-	-	772	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	7.76	0	14.98
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1006	-	-	-	452
HCM Lane V/C Ratio	0.125	-	-	-	0.203
HCM Ctrl Dly (s/v)	9.1	-	-	-	15
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.4	-	-	-	0.8

Community Zoning Information Meeting (CZIM) June 10, 2026

Please sign-in and leave your comments and/or concerns.

MP-26-09/CU-26-08/V-26-13 / One Life Fitness/Delta Credit Union MP

NAME	ADDRESS	COMMENTS
NEAL FREEMAN	959 MIDDLE FORK TRAIL SUWANEE, GA 30024	PRESENTER, OWNER OF PROPERTY.

No Comments

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: One Life Fitness/Haynes Bridge & Rock Mill

Contact Name: Neal Freeman Telephone: 404-626-1958

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.
NONE

I did receive two letters back with Return To Sender. Copies of those letters are 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
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: W. Neal Freeman Date: 6/11/2026

Print Form

May 15, 2026

Neal Freeman
959 Middle Fork Trail
Suwanee, GA 30024

RE: **MP-26-09/CU-26-08 One Life Fitness/Delta Credit Union Master Plan**

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a master plan amendment and conditional use to allow for the construction of a 2 story, 55,000 square foot building to be used by One Life Fitness on 6.25 acres in the North Point Overlay. A master plan amendment is requested to the Delta Credit Union Master Plan to add 'Athletic Facility' as a conditional use and a conditional use is requested to allow One Life Fitness to operate an 'Athletic Facility' on the subject property. The property is located at 0 North Fulton Expressway and is legally described as being located in Land Lots 753, 754, 797 & 798, 1st District, 2nd Section, Fulton County, Georgia

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, June 10, 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, July 9, 2026, at 6:30 PM**. and **City Council on Monday, July 20, 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 [redacted]

Sincerely,

Neal

Neal Freeman



Beth and Neal Freeman
959 Middle Fork Trl
Suwanee, GA 30024

ATLANTA GA RPDC 302
27 MAY 2026 PM 4 L



NORTHWINDS SUMMIT LP
3330 CUMBERLAND BOULEVARD
ATLANTA, GA 30339

NIXIE 326 DE 1 0006/05/26
RETURN TO SENDER
INSUFFICIENT ADDRESS
UNABLE TO FORWARD
BC: 30024759959 *2401-01074-27-24

IA
30[redacted]



Beth and Neal Freeman
959 Middle Fork Trl
Suwanee, GA 30024

ATLANTA GA RPDC 302
27 MAY 2026 PM 7 L



COLE JO ALPHARETTA GA LLC
5555 DARROW ROAD
HUDSON, OH 44236

NIXIE 441 DC 1 0006/02/26
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 30024759959 *1817-00478-27-27

44236-401[redacted]
30024>7599

HAYNES ROCK LLC
11190 HAYNES BRIDGE RD
ALPHARETTA GA 30022

AVENUE 26 HOLDINGS LLC ET AL
11911 SAN VICENTE BLVD STE 310
LOS ANGELES CA 90049

12915 HIGHWAY 9 LLC
12915 HIGHWAY 9
ALPHARETTA GA 30004

BANGSIK & SHOOKJA
REVOCABLE LIVING TRUST THE
1511 REAGAN CIR NW
CONYERS GA 30012

NORTHWINDS SUMMIT L P
3330 CUMBERLAND BLVD
ATLANTA GA 30339

P&L SUMMIT BCI L P
3330 CUMBERLAND BLVD STE 300
ATLANTA GA 30339

NATIONAL RETAIL PROPERTIES LP
450 SOUTH ORANGE AVE STE 900
ORLANDO FL 32801

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

BFC PROPERTIES INC ET AL
515 LYELL DR STE 101
MODESTO CA 95356

COLE JO ALPHARETTA GA LLC
5555 DARROW RD
HUDSON OH 44236

VIRTUE REALTY GROUP LLC
5755 N POINT PKWY #262
ALPHARETTA GA 30022

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKY STE 85
ALPHARETTA GA 30022

DC KRS NORTHPOINT LLC
5755 NORTH POINT PKWY 261
ALPHARETTA GA 30022-1174

COORDINATING RESEARCH COUNCIL INC
5755 NORTH POINT PKWY STE 265
ALPHARETTA GA 30022

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD NW
ATLANTA GA 30339

TRAMELL PROPERTIES LLC
811 3RD AVE
WEST POINT GA 31833-1528

PICKLE & SOCIAL ALPHARETTA LLC
959 MIDDLE FORK TRL
SUWANEE GA 30024

BRE/ESA P PORTFOLIO LLC
P.O. BOX 49550 - PROP TAX
CHARLOTTE NC 28277-9550

From: Woodman, Michael
To: [redacted]
Cc: [redacted]m; Taylor, Elicia
Subject: Re: REZONING FOR HEALTH CLUB Haynes Bridge/400/Rock Mill Road
Date: Tuesday, June 16, 2026 3:09:10 PM
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Good afternoon, Emery.

We do have a public hearing request submitted to all Onelife Fitness at the property at the northeast corner of Haynes Bridge Rd and Rock Mill Rd. However, there is no hearing scheduled for tonight. The request was shown to the public at a community meeting last week on June 10th. The request is scheduled to be considered by the Planning Commission on Thursday, July 9th and City Council on Monday, July 20th. Please let me know if you have any questions. Best regards.

Sent from my iPhone

> On Jun 16, 2026, at 2:26 PM, [redacted] wrote:
>
> Dear Mr. Woodman,
>
> We have received the letter from I suppose a developer about rezoning- allowing a heath club.
> Is this hearing still on for tonight?
>
> This email has been cc'd to the president of the condo office project on the same street, Mr. Raj Kalidindi.
> I am sure there will be very strong objections from the ownership group here (most all Alpharetta residents), as Rock Mill already has significant traffic issues. The similar size LA Fitness on Windward (45,000 feet on 6-7 acres) had nearly 7,500 members I was told (by the Developer).
> This would seem to be untenable, even at 1/3 the size.
>
> Highest regards,
>
> Emery Shane
>
> **SHANE**
> 5755 North Point Parkway, Suite 261
> Alpharetta, GA 30022
> [redacted]

From: [redacted]
Sent: Friday, February 6, 2026 4:03 PM
To: mwoodman@alpharetta.ga.us
Subject: Moon Valley Haynes Bridge/400/Rock Mill Road

Dear Mr. Woodman,

I received notice of a public hearing about the above project, and the Planning Commission meeting (Feb 5).

Did that project receive approval? If so, is it going forward to the City Council meeting on February 23, 2026 as planned?
I am cc'ing Raja Kalidindi, who is manager and large owner of the Office Condominium project affected by the project.

Highest regards,

Emery Shane

SHANE
5755 North Point Parkway, Suite 262
[redacted]

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: MP-26-09 CU-26-08 V-26-13
PH #: PHA260013
☐ 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: Neal Freeman Telephone: 404-626-1958

Address: 959 Middle Fork Trail Suite:

City Suwanee State: GA Zip: 30324 Fax:

Mobile Tel: 404-626-1958 Email:

Subject Property Information:

Address: NE corner of GA 400 & Haynes Bridge Rd. - North Fulton Express Parkway Current Zoning: OI

District: Section: Land Lot: Parcel ID: 12 286007981871 - 12 286007981889

Proposed Zoning: Current Use: Restaurant and Indoor/Outdoor recreation

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?

Applicant proposes to use the site for a physical fitness facility. The first floor will be approximately 35,500 square feet, the second floor will be 19,500 square feet and approximately 15,000 square feet of outdoor amenity space.

Applicant's Request (Please itemize the proposal):

Applicant requests that the master plan be amended along with the zoning to allow for the subject property to be used for a physical fitness facility.

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

Applicant intends to utilize the site as a physical fitness facility with two floors with a cumulative square footage of 55,000 indoors and 15,000 square feet of outdoor amenity space which is presently planned for at least 4 pickleball courts and some outdoor training area. The parking spaces will be adjacent to the facility as shown on the attached site plan.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Pickle & Social Alpharetta LLC - W. Neal Freeman, Managing Member Telephone: 404-626-1958

Address: 959 Middle Fork Trail Suite:

City Suwanee State: GA Zip: 30024 -

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/Exception
- ☒ Master Plan
- ☐ Comprehensive Land Use Plan Amendment
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: W. Neal Freeman Telephone: 404-626-1958

Address: Suite:

City Suwanee State: GA Zip: 30024 -

So Sworn and Attested:

Owner Signature: W. Neal Freeman Date: 4/22/2026

SEBASTIAN DENBROK NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 19, 2028

Notary:

Notary Signature: Date: 04/28/2026

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: Neal Freeman

Subject Public Hearing Case: Fitness Facility

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

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: W. Neal Freeman Date: 4/26/26

REZONING & MASTER PLAN AMENDMENT REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed use is a retail/commercial use. The property is located in a busy commercial corridor and will seek to attract customers that are seeking to improve their physical fitness.

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

Currently, the site is a wooded lot that generates little in the way of economic output. Our proposed use will provide a high quality fitness facility. Our proposed use will be a destination that improves people's lives through better health.

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

The site is currently zoned for an outdoor entertainment concept. That specific concept and others like it have proven to be challenging in the current environment. Other locations in the metro area with similar concepts are not doing well and this is why the current owner wishes to divest of the site. The fitness industry is one of the few industries thriving at this time.

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

There would be an increase in traffic to the site but the attached trip generation report reflects a manageable increase.

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

There would be limited impact to the schools or utilities as there will be no addition of residential units.

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

The most recent update of the Alpharetta Comprehensive Plan, Future Use Land map shows the property listed as Corporate Office. The property is currently zoned OI. This zoning allows for some but not all retail/commercial uses. We are looking to confirm the physical fitness venue as an approved use and get the Master Plan Amendment approved as well

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

The current existing conditions of raw land located at the intersection of GA 400, Haynes Bridge Road and Rock Mill Road are destined to change as this is the last corner of this busy intersection to be developed.

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.

VARIANCE & EXCEPTION REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a variance or exception. Respond to 1-3 for a variance and 1-4 for an exception.

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

The 6.24-acre property is bordered to the south by Haynes Bridge Road and to the west by GA 400 which requires a 60' undistrurbed buffer. The site also falls in topography towards towards the northeast corner. There is an existing curb cut off Rock mill Raod to the east. The variance for setbacks off Haynes Bridge Road and Rock Mill Road are needed due to the fire safety requirement for circulation around a building the size of the one proposed.

The site had received a previous variance for parking between a proposed building and Rock Mill Road.

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

Yes, as mentioned in #1, the setback off Rock Mill Road is needed to meet fire safety standards. The setback variance off Haynes Bridge Road is needed because without the variance the fitness facility is forced to face the "back of the facility" to Haynes Bridge. Not ideal for the fitness facility or the City. The curb cut off Rock Mill Road would be impacted as well if the setback variance from Haynes Bridge Road was not obtained.

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

Yes, as mentioned in #1 & #2, the 60' undisturbed buffers and the existing curb cut cause some impediments in site design flexibility. The other factor is how much higher the site is near Haynes Bridge versus the east and north sides of the property. Moving the building closer to Haynes Bridge is not achievable due to these constraints.

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

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: NEC GA 400 & Haynes Bridge Road (Physical Fitness Facility)

Contact Name: Neal Freeman Telephone: 404-626-1958

The following people will be notified of this application and provided information describing the subject proposal. All properties within 500' or adjoining properties and the HOA MUST be notified. Notification requirements to be established by the City. Attach mailing list, as needed.

See attached list

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
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)*

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

I will be mailing the notice to the surrounding neighbors and including my phone number and email address. They can communicate any concerns or questions to me. I will meet them in person if a digital response is not adequate.

HAYNES ROCK LLC
11190 HAYNES BRIDGE RD
ALPHARETTA GA 30022

AVENUE 26 HOLDINGS LLC ET AL
11911 SAN VICENTE BLVD STE 310
LOS ANGELES CA 90049

12915 HIGHWAY 9 LLC
12915 HIGHWAY 9
ALPHARETTA GA 30004

BANGSIK & SHOOKJA
REVOCABLE LIVING TRUST THE
1511 REAGAN CIR NW
CONYERS GA 30012

NORTHWINDS SUMMIT L P
3330 CUMBERLAND BLVD
ATLANTA GA 30339

P&L SUMMIT BCI L P
3330 CUMBERLAND BLVD STE 300
ATLANTA GA 30339

NATIONAL RETAIL PROPERTIES LP
450 SOUTH ORANGE AVE STE 900
ORLANDO FL 32801

USR REAL ESTATE HOLDINGS LLC
500 STAPLES DR
FRAMINGHAM MA 01702

BFC PROPERTIES INC ET AL
515 LYELL DR STE 101
MODESTO CA 95356

COLE JO ALPHARETTA GA LLC
5555 DARROW RD
HUDSON OH 44236

VIRTUE REALTY GROUP LLC
5755 N POINT PKWY #262
ALPHARETTA GA 30022

NORTHPOINT PARK BUILDERS LLC
5755 N POINT PKY STE 85
ALPHARETTA GA 30022

DC KRS NORTHPOINT LLC
5755 NORTH POINT PKWY 261
ALPHARETTA GA 30022-1174

COORDINATING RESEARCH COUNCIL INC
5755 NORTH POINT PKWY STE 265
ALPHARETTA GA 30022

FULTON COUNTY BOARD OF EDUCATION
6201 POWERS FERRY RD NW
ATLANTA GA 30339

TRAMELL PROPERTIES LLC
811 3RD AVE
WEST POINT GA 31833-1528

PICKLE & SOCIAL ALPHARETTA LLC
959 MIDDLE FORK TRL
SUWANEE GA 30024

BRE/ESA P PORTFOLIO LLC
P.O. BOX 49550 - PROP TAX
CHARLOTTE NC 28277-9550

April 27, 2026

LETTER OF INTENT
NEC of GA 400 & Haynes Bridge Road on Rock Mill Road

Proposed Use: To develop the 6.24-acre site for an approximately 55,000 square feet physical fitness facility

Name of Business. One Life Fitness

Description of Operations. To utilize the site as a physical fitness facility with two floors with a cumulative square footage of 55,000 indoors and 15,000 square feet of outdoor amenity space which is presently planned for at least 4 pickleball courts and some outdoor training area. There are plans for 286 parking spaces adjacent to the facility as shown on the attached site plan.

Premises. Two floors with a cumulative square footage of 55,000 indoors and 15,000 square feet of outdoor amenity space which is presently planned for at least 4 pickleball courts and some outdoor training area

Hours of Operation. Monday – Sunday: 5AM-11PM

Estimated Number of Employees. 75-100

Sincerely,

W. Neal Freeman
Managing Member
Pickle & Social Alpharetta, LLC
959 Middle Fork Trail
Suwanee, GA 30024

Physical Fitness Facility

6.24 acre property

NEC of GA 400 & Haynes Bridge Road at Rock Mill Road

Applicant: Neal Freeman

DESCRIPTION OF EXTERIOR MATERIALS AND ARCHITECTURE

The building and its related design WILL BE COMPATIBLE with the North Point Design Guidelines.

The exterior materials will be a mixture of brick, masonry products (split face block if allowed), pre-cast panels, glazing, wood slats, metal canopies and decorative sconces.

Because of the two-story design, the building will feature various vertical columns of brick, other masonry materials, windows trimmed with wood slats and vertical style sconces that will accent the building with light in a subtle but elegant manner.

The entry will feature a metal suspended canopy over the double door entrance.

The coping will be a nice design element creating a clean but attractive roof line.

The landscaping will meet all City and North Point Design Guideline requirements and will accent the clean and vertical line of the building design.

UDC 4.2.3(B) Conditional Use Standards. A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

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

A traffic generation report was ordered and reflected enough trip generation to warrant an additional traffic study. Based upon the final findings, any needed improvements to Rock Mill Road and the internal site to properly handle the added trip generation will be completed.

2. The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

The site plan will be designed to properly handle refuse areas (with City-approved enclosures), loading and service areas, and buffers and screening.

3. Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

The use of a physical training facility will not be injurious to the use and enjoyment of the environment and will not diminish any surrounding property values.

4. Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

There will be no increase in local or state expenditures in servicing or maintaining neighboring properties.

5. Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area;

The use will not be an impediment to the normal and orderly development of the surrounding property.

6. Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general;

A physical fitness facility and this location at the busy corner of GA 400 and Haynes Bridge Road and Rock Mill Road are consistent with the pattern of development of the city.

7. Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches or schools.

Our location is adjacent to a commercial, big box development to the east, GA 400 to the west, Haynes Bridge Road to the south. It is also adjacent to the Fulton County Maintenance Building to the north. The machinery related to the County's maintenance is directly adjacent to our proposed physical fitness facility. There is sufficient separation from this County building and its maintenance use.

(CLERK OF COURT RECORDING INFORMATION)

NORTH (SEE GENERAL NOTES)

GeoSurvey

AERIAL IMAGE



IF YOU DIG

811 Know what's below. Call before you dig. Dial 811 Or Call 800-282-7411

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILISURVEY, LLC
154 GRANT ROAD
FAYETTEVILLE, GEORGIA 30215

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE, SEWER AND IRRIGATION UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS) WERE LOCATED BY UTILISURVEY, LLC. UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

LEGEND

STANDARD ABBREVIATIONS

AC	AIR CONDITIONER	JB	JUNCTION BOX
BH	BORE HOLE	MH	MANHOLE
BSL	BUILDING SETBACK LINE	NF	NAIL FOUND
CI	CURB INLET	OCS	OUTLET CONTROL STRUCTURE
CMP	CORRUGATED METAL PIPE	OTP	OPEN TOP PIPE
CMF	CONCRETE MONUMENT FND	PM	POWER METER
CO	SANITARY CLEANOUT	POB	POINT OF BEGINNING
CPED	COMMUNICATION PEDESTAL	POC	POINT OF COMMENCEMENT
CTP	CRIMPED TOP PIPE	RCP	REINFORCED CONCRETE PIPE
DI	DROP INLET	RBR	IRON REINFORCING BAR
DIP	DUCTILE IRON PIPE	RBS	5/8"RBR SET CAPPED LSF 621
DWCB	DOUBLE WING CATCH BASIN	SS	SANITARY SEWER
FND	FOUND	SWCB	SINGLE WING CATCH BASIN
GM	GAS METER	TRANS	ELECTRIC TRANSFORMER
INV	INVERT		

STANDARD SYMBOLS

	POWER POLE
	GUY WIRE
	POWER LINE
LP	LIGHT POLE
	ELECTRIC TRANSFORMER
	WATER VAULT
	GAS VALVE
GM	GAS METER
	WATER VALVE
WM	WATER METER
	FIRE HYDRANT
E	UNDERGROUND ELECTRIC LINE
G	UNDERGROUND GAS LINE
CM	UNDERGROUND COMMUNICATION LINE
W	UNDERGROUND WATER LINE
1	PHOTO POSITION INDICATOR
XX	REGULAR PARKING SPACE COUNT
	HANDICAP PARKING SPACE
	TREE POSITION INDICATOR
	SIGN

SITE PHOTOGRAPHS











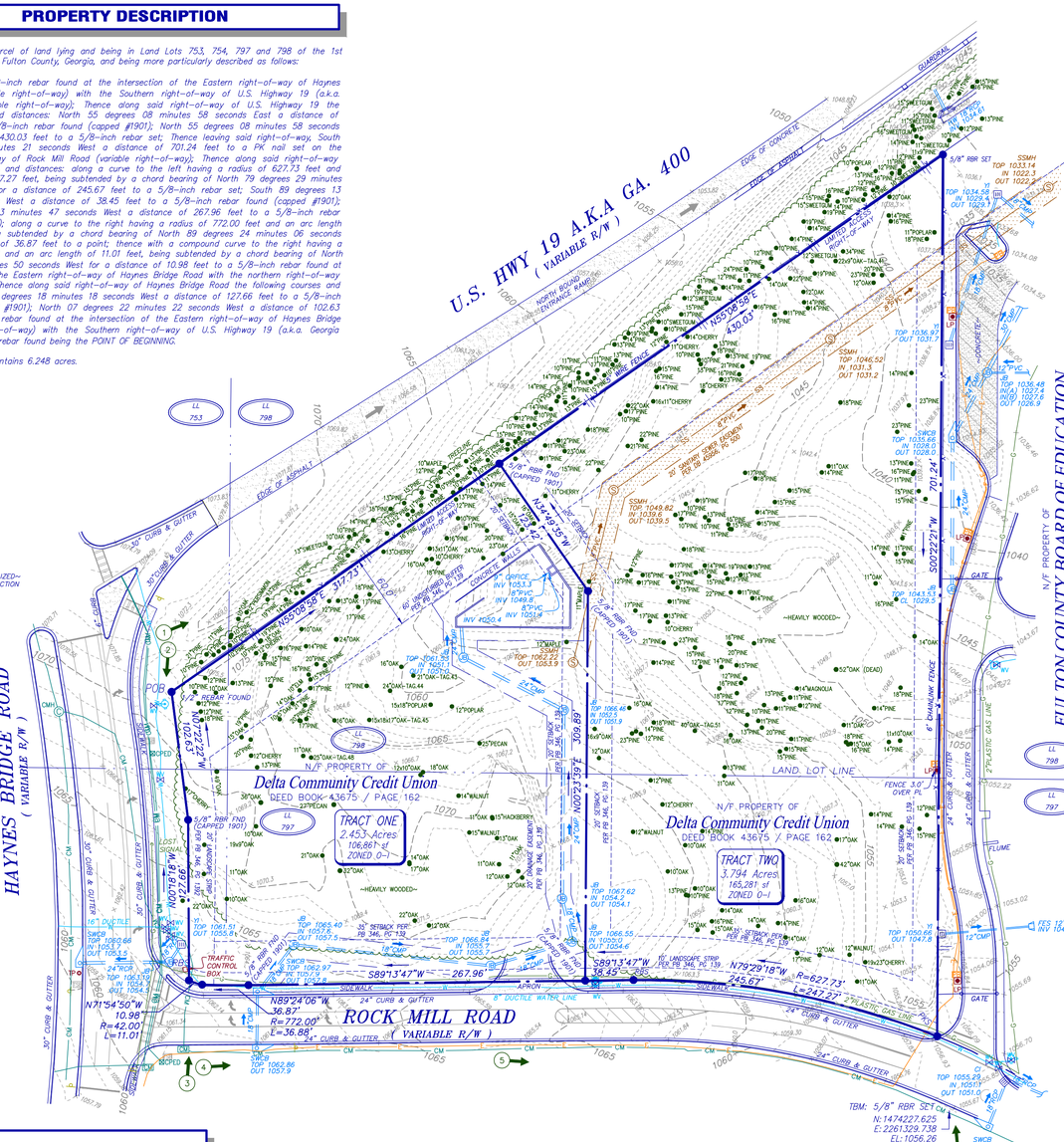


PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 753, 754, 797 and 798 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a 1/2-inch rebar found at the intersection of the Eastern right-of-way of Haynes Bridge Road (variable right-of-way) with the Southern right-of-way of U.S. Highway 19 (a.k.a. Georgia 400) (variable right-of-way); Thence along said right-of-way of U.S. Highway 19 the following courses and distances: North 55 degrees 08 minutes 58 seconds East a distance of 317.73 feet to a 5/8-inch rebar found (capped #1901); North 55 degrees 08 minutes 58 seconds East a distance of 430.03 feet to a 5/8-inch rebar set; Thence leaving said right-of-way, South 00 degrees 22 minutes 21 seconds West a distance of 701.24 feet to a PK nail set on the northern right-of-way of Rock Mill Road (variable right-of-way); Thence along said right-of-way the following courses and distances: along a curve to the left having a radius of 627.73 feet and an arc length of 247.27 feet, being subtended by a chord bearing of North 79 degrees 29 minutes 18 seconds West for a distance of 245.67 feet to a 5/8-inch rebar set; South 89 degrees 13 minutes 47 seconds West a distance of 38.45 feet to a 5/8-inch rebar found (capped #1901); South 89 degrees 13 minutes 47 seconds West a distance of 267.96 feet to a 5/8-inch rebar found (capped #1901); along a curve to the right having a radius of 772.00 feet and an arc length of 36.88 feet, being subtended by a chord bearing of North 89 degrees 24 minutes 06 seconds West for a distance of 36.87 feet to a point; thence with a compound curve to the right having a radius of 42.00 feet and an arc length of 11.01 feet, being subtended by a chord bearing of North 71 degrees 54 minutes 50 seconds West for a distance of 10.98 feet to a 5/8-inch rebar found at the intersection of the Eastern right-of-way of Haynes Bridge Road with the northern right-of-way of Rock Mill Road; Thence along said right-of-way of Haynes Bridge Road the following courses and distances: North 00 degrees 18 minutes 18 seconds West a distance of 127.66 feet to a 5/8-inch rebar found (capped #1901); North 07 degrees 22 minutes 22 seconds West a distance of 102.63 feet to a 1/2-inch rebar found at the intersection of the Eastern right-of-way of Haynes Bridge Road (variable right-of-way) with the Southern right-of-way of U.S. Highway 19 (a.k.a. Georgia 400), said 1/2-inch rebar found being the POINT OF BEGINNING.

Said tract of land contains 6.248 acres.


U.S. HWY 19 A.K.A GA. 400
(VARIABLE R/W)
EDGE OF ASPHALT
NORTH BOUND EXIT/ENTRANCE RAMP
GUARDRAIL
EDGE OF CONCRETE
FENCE 1.5' INSIDE R/W
LIMITED ACCESS RIGHT-OF-WAY
N55°08'58"E 430.03
5/8" RBR SET
SSMH TOP 1033.14 IN 1022.3 OUT 1022.2
Y1 TOP 1034.58 IN 1029.1 OUT 1029.0
Y1 TOP 1035.97 IN 1031.7 OUT 1031.6
SSMH TOP 1046.52 IN 1031.3 OUT 1031.2
12" PVC IN TOP 1036.48 IN(A) 1027.4 IN(B) 1027.6 OUT 1026.9
SWCB TOP 1035.66 IN 1028.0 OUT 1028.0
SSMH TOP 1049.82 IN 1039.6 OUT 1039.5
20' SANITARY SEWER EASEMENT PER DB 45895, PG 500
5/8" RBR FND (CAPPED 1901)
N55°08'58"E 317.73
S00°22'21"W 701.24
24" CURB & GUTTER
GATE
~HEAVILY WOODED~
~SIGNALIZED~ INTERSECTION
30" CURB & GUTTER
LAND LOT LINE
HAYNES BRIDGE ROAD (VARIABLE R/W)
N/F PROPERTY OF FULTON COUNTY BOARD OF EDUCATION DEED BOOK 57536 / PAGE 140
N/F PROPERTY OF Delta Community Credit Union DEED BOOK 43675 / PAGE 162
TRACT ONE 2.453 Acres 106,861 sf ZONED O-I
TRACT TWO 3.794 Acres 165,281 sf ZONED O-I
N00°18'18"W 127.66
N07°22'22"W 102.63
POB
POC
5/8" RBR FND (CAPPED 1901)
S89°13'47"W 267.96'
S89°13'47"W 38.45'
N89°24'06"W 36.87'
R=772.00'
L=36.88'
N71°54'50"W 10.98'
R=42.00'
L=11.01'
N79°29'18"W R=627.73' L=247.27' CHB=245.67'
ROCK MILL ROAD (VARIABLE R/W)
8" DUCTILE WATER LINE
2" PLASTIC GAS LINE
6" CHAINLINK FENCE
FENCE 3.0' OVER PL
FLUME
FES 12"CMP INV 1046.98
12"CMP
TBM: 5/8" RBR SET CM N: 1474227.625 E: 2261329.738 EL: 1056.26
SWCB TOP 1055.43 OUT 1051.4
SWCB TOP 1055.29 IN 1051.1 OUT 1051.0
SWCB TOP 1062.99 OUT 1057.9
SWCB TOP 1062.86 OUT 1057.9
SWCB TOP 1062.97 IN 1052.7 OUT 1052.6
SWCB TOP 1061.51 OUT 1055.4
SWCB TOP 1060.66 IN 1053.5 OUT 1053.4
SWCB TOP 1060.55 IN 1050.0 OUT 1050.0
SWCB TOP 1060.66 OUT 1047.8
SWCB TOP 1065.40 IN 1057.5 OUT 1057.5
SWCB TOP 1066.84 IN 1055.7 OUT 1055.6
SWCB TOP 1067.62 IN 1054.2 OUT 1054.1
SWCB TOP 1066.55 IN 1050.0 OUT 1054.6
SWCB TOP 1066.40 IN 1063.5 OUT 1063.4
SWCB TOP 1066.49 IN 1060.5 OUT 1060.4
SWCB TOP 1066.40 IN 1063.5 OUT 1063.4
SWCB TOP 1061.55 IN 1052.1 OUT 1052.0
SWCB TOP 1061.35 IN 1051.1 OUT 1050.9
SWCB TOP 1062.22 IN 1053.1 OUT 1053.0
SWCB TOP 1062.22 OUT 1053.9
SWCB TOP 1066.40 IN 1063.5 OUT 1063.4
SWCB TOP 1066.49 IN 1060.5 OUT 1060.4
SWCB TOP 1066.40 IN 1063.5 OUT 1051.9
SWCB TOP 1066.49 IN 1060.5 OUT 1060.4
SWCB TOP 1066.40 IN 1063.5 OUT 1063.4

LEGEND

- EXISTING LIGHT POLE
- EXISTING MOVEMENT
- PROPERTY LINE
- EX. MODULAR BLOCK WALL
- EX. POURED CONCRETE WALL
- PROP. MODULAR BLOCK WALL
- PROP. POURED CONCRETE WALL
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- CRZ — CRITICAL ROOT ZONE

TRAFFIC ENGR. NOTES

1. Per the Public Works Department, a contractor is to seek the City of Alpharetta ROW Encroachment Permit for work within the City's ROW when closing more than 1 travel lane and/or when working before 9 AM or after 4 PM. Additionally, all submitted traffic control plans and safety measures are to meet current MUTCD standards. Any traffic control device and/or utility relocation(s) will be the responsibility of the owner/developer.
2. All utility locates and relocations, and/or damage will be the responsibility of the developer/ contractor. Developer/contractor must contact City of Alpharetta Locate Personnel with the Public Works Department directly for traffic signal and/or utility locates. Phone (678) 297-6200.
3. All required traffic signage must meet current MUTCD Standards.
4. All required traffic striping must meet current MUTCD Standards and GDOT Plan Specifications and must be thermo- plastic.
5. All H/C ramp forms, roadway(s), and/or adjacent sidewalk forms must meet current ADA Standards and must be approved by City Land Disturbance inspector prior to concrete pour.
6. All transition tapers must meet current MUTCD and AASHTO Standards.
7. All roadway tangent and curve designs must meet current AASHTO Standards.
8. If signs, striping, and/or traffic control device modifications are required as a part of development, associated construction should be complete and approved by the City Transportation Engineer prior to issuance of Certificate of Occupancy (CO).
9. If signalization and/or signal modifications are required as a part of development, associated construction should be complete and approved by the City Transportation Engineer prior to issuance of CO.
10. If unsignalized traffic control device modifications are required as a part of development, minimum sight distance left and sight distance right measurements calculated and provided must adhere to current GDOT requirements for intersection sight distance. Minimum sight distance measurements should be provided in submitted landscape plans and approved by the City Transportation Engineer prior to issuance of CO.
11. Minimum sight distance calculations provided at the proposed driveway location(s) are based on the posted speed limits.
12. All parking and loading requirements for the proposed development must meet and adhere to design criteria provided in Alpharetta UDC Article II Section 2.5.
13. Geotechnical Engineer reports are required for all public and/or private roadway installations. Testing requirements provided in Alpharetta Code of Ordinances Chapter 40 Article IV Section 40-104 shall be used for submitted reports.
14. Any constructed installations that do not meet the necessary approval(s) required prior to an issuance of CO must be demolished, relocated, and/or rebuilt at the sole responsibility of the owner/developer until the necessary approval(s) are met.

SIGHT DISTANCE

I, W. BARRY DUNLOP, A PROFESSIONAL ENGINEER IN THE STATE OF GEORGIA, HEREBY CERTIFY THE PROPOSED ENTRANCE FOR THE ALPHARETTA PICKLE & SOCIAL PROJECT ON ROCK MILL ROAD IS DESIGNED WITH ADEQUATE SIGHT DISTANCE IN EACH DIRECTION. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 35 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF +390 FEET TO THE RIGHT AND +390 FEET TO THE LEFT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET FROM THE EDGE OF THE NEAREST TRAVEL LANE TO THE CENTER OF EACH TRAVEL LANE AND WITH A DRIVER'S EYE HEIGHT OF 3.5 FEET ABOVE THE ROADWAY.

TRAFFIC NOTES

1. ALL REQUIRED TRAFFIC SIGNAGE MUST MEET MUTCD STANDARDS.
2. ALL REQUIRED TRAFFIC STRIPING MUST MEET MUTCD & GDOT PLAN SPECIFICATIONS AND MUST BE THERMO-PLASTIC.
3. ALL UTILITY LOCATES AND RELOCATIONS, AND OR DAMAGE WILL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR. DEVELOPER/CONTRACTOR MUST CONTACT CITY OF ALPHARETTA LOCATE PERSONNEL DIRECTLY FOR TRAFFIC SIGNAL UTILITY LOCATES. PHONE (678) 297-6200.
4. IF SIGNS, STRIPING, AND MODIFICATIONS TO TRAFFIC CONTROL ARE REQUIRED AS PART OF THE DEVELOPMENT, CONSTRUCTION SHOULD BE COMPLETED AND APPROVED BY CITY TRAFFIC ENGINEER PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.

ECODISTRICT POINTS

Enhanced Bicycle Amenities

Provided Measures: Shower facilities will be provided at the Pickle & Social locker rooms and a bicycle repair center will be provided at the required bicycle racks.

Provided EcoDistrict Points: 2 Points

Alternative Transportation

Provided Measures: One pick-up/drop-off zone will be located at the Pickle & Social facility, and one will be provided at the Restaurant. One van pool space will be provided and marked at the Pickle & Social facility.

Provided EcoDistrict Points: 2 Points

Additional Landscaped Civic Space (13% Civic Space = 3 points).

Provided Measures: The minimum required site Civic Space is 10%. The proposed development will provide a Civil Space at the Pickle & Social facility and a Civic Space at the Restaurant that will total 13% of the parcel area. This is 3% greater than the minimum.

Provided EcoDistrict Points: 3 Points

Total EcoDistrict Points: 7 Points

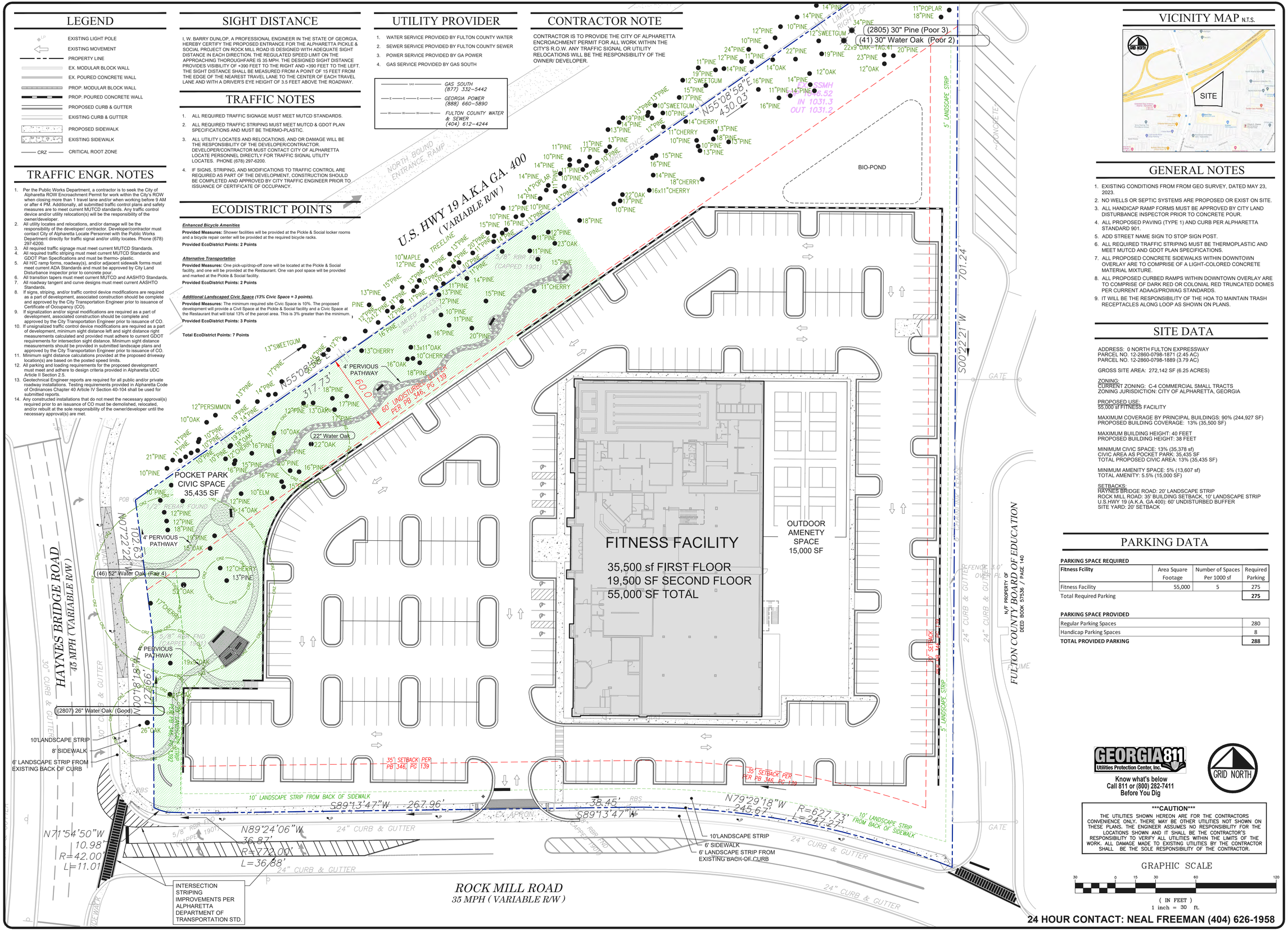
UTILITY PROVIDER

1. WATER SERVICE PROVIDED BY FULTON COUNTY WATER
2. SEWER SERVICE PROVIDED BY FULTON COUNTY SEWER
3. POWER SERVICE PROVIDED BY GA POWER
4. GAS SERVICE PROVIDED BY GAS SOUTH

GAS SOUTH (877) 332-5442
GEORGIA POWER (888) 660-5890
FULTON COUNTY WATER & SEWER (404) 612-4244

CONTRACTOR NOTE

CONTRACTOR IS TO PROVIDE THE CITY OF ALPHARETTA ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE CITY'S R.O.W. ANY TRAFFIC SIGNAL OR UTILITY RELOCATIONS WILL BE THE RESPONSIBILITY OF THE OWNER/ DEVELOPER.



VICINITY MAP N.T.S.

GENERAL NOTES

1. EXISTING CONDITIONS FROM FROM GEO SURVEY, DATED MAY 23, 2023.
2. NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
3. ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
4. ALL PROPOSED PAVING (TYPE 1) AND CURB PER ALPHARETTA STANDARD 901.
5. ADD STREET NAME SIGN TO STOP SIGN POST.
6. ALL REQUIRED TRAFFIC STRIPING MUST BE THERMOPLASTIC AND MEET MUTCD AND GDOT PLAN SPECIFICATIONS.
7. ALL PROPOSED CONCRETE SIDEWALKS WITHIN DOWNTOWN OVERLAY ARE TO COMPRISE OF A LIGHT-COLORED CONCRETE MATERIAL MIXTURE.
8. ALL PROPOSED CURBED RAMPS WITHIN DOWNTOWN OVERLAY ARE TO COMPRISE OF DARK RED OR COLONIAL RED TRUNCATED DOMES PER CURRENT ADAAG/PROWAG STANDARDS.
9. IT WILL BE THE RESPONSIBILITY OF THE HOA TO MAINTAIN TRASH RECEPTACLES ALONG LOOP AS SHOWN ON PLANS.

SITE DATA

ADDRESS: 0 NORTH FULTON EXPRESSWAY
PARCEL NO. 12-2860-0798-1871 (2.45 AC)
PARCEL NO. 12-2860-0798-1889 (3.79 AC)

GROSS SITE AREA: 272,142 SF (6.25 ACRES)

ZONING:
CURRENT ZONING: C-4 COMMERCIAL SMALL TRACTS
ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA

PROPOSED USE:
55,000 sf FITNESS FACILITY

MAXIMUM COVERAGE BY PRINCIPAL BUILDINGS: 90% (244,927 SF)
PROPOSED BUILDING COVERAGE: 13% (35,500 SF)

MAXIMUM BUILDING HEIGHT: 40 FEET
PROPOSED BUILDING HEIGHT: 38 FEET

MINIMUM CIVIC SPACE: 13% (35,378 sf)
CIVIC AREA AS POCKET PARK: 35,435 SF
TOTAL PROPOSED CIVIC AREA: 13% (35,435 SF)

MINIMUM AMENITY SPACE: 5% (13,607 sf)
TOTAL AMENITY: 5.5% (15,000 SF)

SETBACKS:
HAYNES BRIDGE ROAD: 20' LANDSCAPE STRIP
ROCK MILL ROAD: 35' BUILDING SETBACK, 10' LANDSCAPE STRIP
U.S.HWY 19 (A.K.A. GA 400): 60' UNDISTURBED BUFFER
SITE YARD: 20' SETBACK

PARKING DATA

PARKING SPACE REQUIRED

Fitness Fcility	Area Square Footage	Number of Spaces Per 1000 sf	Required Parking
Fitness Facility	55,000	5	275
Total Required Parking			**275**

PARKING SPACE PROVIDED

Regular Parking Spaces	280
Handicap Parking Spaces	8
TOTAL PROVIDED PARKING	**288**

GEORGIA 811 Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
Before You Dig

GRID NORTH

CAUTION
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

24 HOUR CONTACT: NEAL FREEMAN (404) 626-1958

GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER William B. Dunlop

paradigm
Engineering Services, Inc.
903 Bamsley Square
Roswell, GA 30076
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2314
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	4/19/2026
Scale:	1" = 30'

No	Revision	Date

US Fitness Holdings, LLC
8025 Sudley Road
Manassas, VA 20109

OVERALL SITE PLAN
OneLife Fitness Alpharetta
0 NORTH FULTON EXPRESSWAY
LAND LOT 753,754,797,798; 12TH DISTRICT
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
C2.0


Onelife
FITNESS
Onelife
FITNESS


Onelife
FITNESS


Onelife
FITNESS


Onelife
FITNESS

Memorandum

Date: April 29, 2026

Subject: Trip Generation Study for Proposed OneLife Fitness Facility
Rock Mill Road at Haynes Bridge Road, City of Alpharetta, Georgia

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The trip generation was calculated for a proposed OneLife fitness facility in the City of Alpharetta. The site is located on the north side of Rock Mill Road east of Haynes Bridge Road, as shown in Figure 1.



Figure 1 – Site Location Map

858 Myrtle Street, NE
Atlanta, Georgia 30308

phone (678) 637-1763
e-mail acamporatraffic@comcast.net

The proposed development will consist of a 55,000 square foot fitness facility. Vehicular access will be provided at one new full-movement driveway on Rock Mill Road. The site plan is presented in Figure 2.

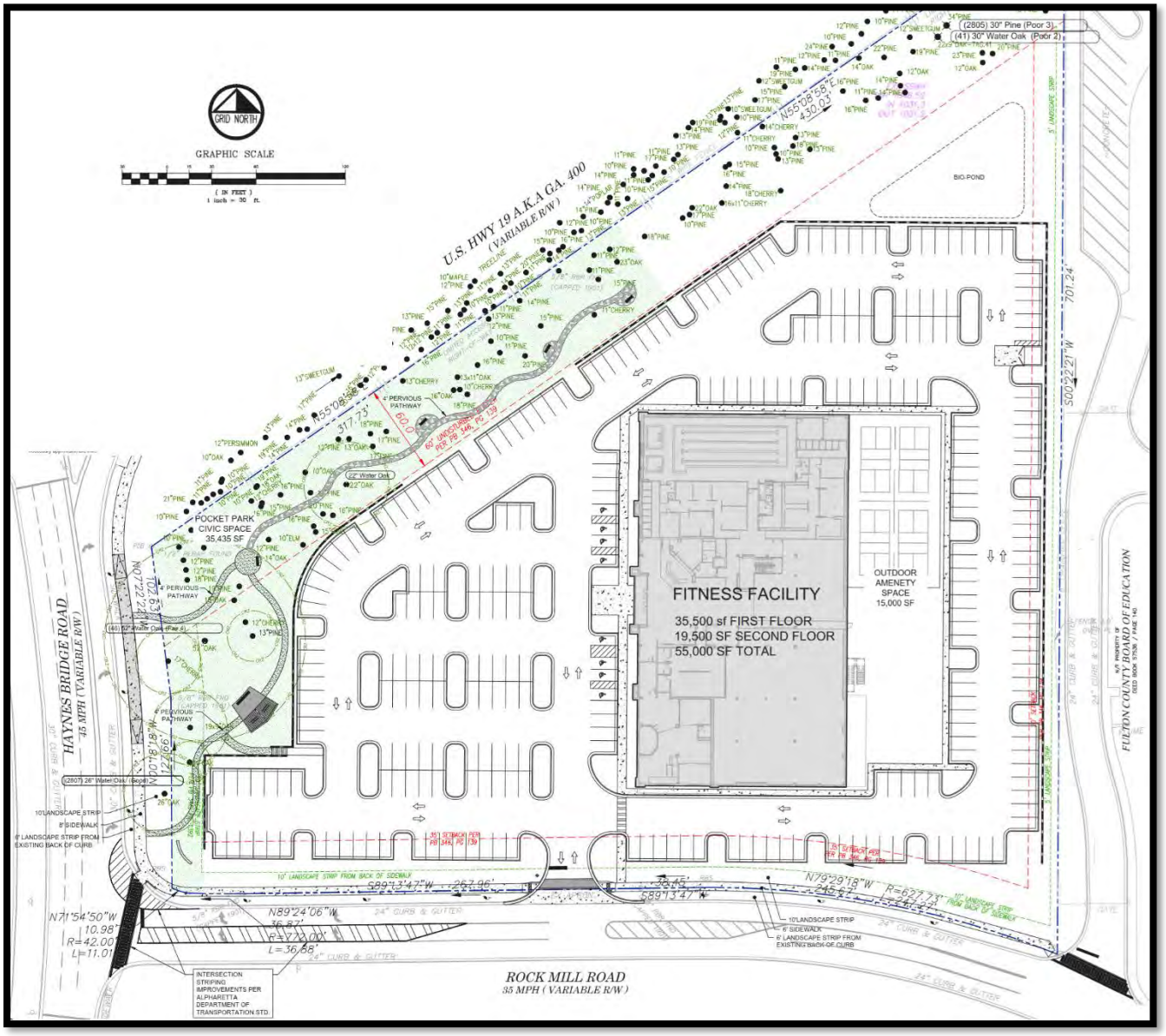


Figure 2 – Proposed Site Plan

The volume of traffic that will be generated by the proposed fitness facility was calculated using the equations and rates in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 12th Edition*. ITE Land Use 493 – Athletic Club was chosen as representative of the proposed facility. The ITE description for that use is as follows:

> An athletic club is a privately-owned facility that offers comprehensive athletic facilities. An athletic club typically has courts for racquet sports (e.g., tennis, racquetball, pickleball, squash, handball); a basketball court; a sauna or spa; and fitness, exercise, and weightlifting rooms. They often provide a swimming pool

or whirlpool. Athletic clubs typically offer diverse, competitive team sport activities and social facilities. These facilities are membership clubs that may allow access to the public for a fee. The primary difference between Health/Fitness Club (Land Use 492) and Athletic Club (Land Use 493) is that a Health/Fitness Club primarily focuses on individual fitness or training whereas an Athletic Club also includes competitive team sport activities and social facilities.

The ITE data for this land use did not include any information about daily trips. Therefore, to estimate the daily trip generation, the data for a similar land use – ITE Land Use 492 – Health/Fitness Club was used. The description of this land use is similar to athletic club, but did not match the proposed facility as well as athletic club and the average size of the facilities for Land Use 492 was much smaller than the proposed 55,000 ft² facility, with the average facility size being only 6,000 ft². Therefore, the average trip rate for Land Use 492 was used to calculate the 24-hour trip numbers. It is advised that this data represents the best data available but may not be as accurate for the proposed facility as the data used for the peak hours.

The trip generation for the project is summarized in Table 1.

Table 1 – Proposed Fitness Facility Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour*		
			In	Out	Total	In	Out	Total	In	Out	Total
Health/Fitness Club	492	55,000 ft²	63	45	108	117	69	186	826	826	1,652

*24 hour data is from slightly different land use, see text.

The proposed fitness facility will generate 108 new trips in the morning peak hour, 186 new trips in the evening peak hour, and 1,652 new daily trips.

Real Estate

View Bill

As of	5/14/2026
Bill Year	2025
Bill	2508471
Owner	PICKLE & SOCIAL ALPHARETTA LLC
Parcel ID	12 -2860-0798-187-1

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	$1,399.09	$1,399.09	$0.00	$0.00	$0.00
Interest			$38.19			$0.00
TOTAL		$1,399.09	$1,399.09	$0.00	$0.00	$0.00

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CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: July 20, 2026

AGENDA ITEM: V-26-11 BROOKSIDE CONCOURSE LANDSCAPE STRIP VARIANCE

The applicant, Wes Biddle, is requesting consideration of a variance to allow two (2) office parcels to the subdivided. A variance is requested to Unified Development Code (UDC) Subsection 3.2.8(D)(4) to eliminate the five-foot (5') landscape strip required along property lines not adjoining a street. The new property lines resulting from the subdivision of the subject properties would require minimum five-foot (5') landscape strips along each side of the new property lines. The subject property is located at 4300, 4325, 4400 & 4425 Alexander Drive in the Brookside Master Plan.

STAFF RECOMMENDATION:

Approve V-26-11 Brookside Concourse Landscape Strip Variance, subject to the following conditions:

1. The subject properties shall be subdivided substantially as depicted on the subdivision plan prepared by Frontier Surveying & Mapping, LLC, dated 4/22/2026.
2. The 5' landscape strip shall be eliminated along the new property lines created with the subdivision of the properties as depicted on the subdivision plan prepared by Frontier Surveying & Mapping, LLC, dated 4/22/2026.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for two (2) office parcels to be subdivided. A variance is requested to Unified Development Code (UDC) Subsection 3.2.8(D)(4) to eliminate the 5' landscape strip required along property lines not adjoining a street. The new property lines resulting from the subdivision of the subject properties would require minimum five-foot (5') landscape strips along each side of the new property lines. The subject property is located at 4300, 4325, 4400 & 4425 Alexander Drive in the Brookside Master Plan.

The properties are zoned O-I (Office-Institutional) and subject to the Brookside Master Plan Pod C. The property north of Alexander Drive is 7.20 acres and developed with two (2) office buildings. The property south of Alexander Drive is 7.98 acres and developed with two (2) office buildings. Surrounding properties are zoned C-2 (General Commercial) and O-I to the north and west, O-I to the east, and CUP (Community Unit Plan) to the south. Chevron gas station and Brookside Station retail center are located to the north, Zyka restaurant and AmTrust Prophecy Games are located to the west, Park Brooke subdivision is located to the south, and O2B Kids Pre-School and Brookside Court are located to the east.

UDC Subsection 3.2.8(D)(4) requires a minimum five-foot (5') landscape strip along all property lines which do not adjoin a public or private right-of-way. With the proposed subdivision of each parcel, the UDC would require a five-foot (5') landscape strip along each side of the new property lines. The submitted subdivision plat depicts each office parcel to be subdivided down the middle of the property, effectively splitting each office parcel into two (2) parcels, resulting in a total of four (4) office parcels with each parcel having an office building at the center of the property and surrounded by a surface parking lot.

VARIANCE REQUIREMENTS

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a hardship variance. The ordinance specifically states…"a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

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

Response: The properties have exceptional conditions due to their shape. However, the exceptional condition does not relate to the requested variance.

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

Response: Application of the ordinance would create an unnecessary hardship. The applicant is only proposing a subdivision of the two (2) developed properties. Application of the ordinance would require the parking lot to be modified to include two (2), five-foot (5') landscape strips along each side of the new property line on each parcel. This would have significant impacts on the existing parking lots.

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

Response: The property has peculiar conditions which adversely affect its reasonable use. Each property is developed with two (2) office buildings surrounded by surface parking lots. The applicant desires to subdivide the properties so that each building and associated parking is located on a separate parcel.

CONCURRENCES

Staff has reviewed the applicant's proposal against the review criteria for a variance. Application of the ordinance would create an unnecessary hardship, and the property has peculiar conditions which adversely affect its reasonable use. Application of the ordinance would require the parking lot to be modified to include two (2), five-foot (5') landscape strips along each side of the new property line on each parcel. This would have significant impacts on the existing parking lots. Each property is developed with two (2) office buildings surrounded by surface parking lots. The applicant desires to subdivide the properties so that each building and associated parking is located on a separate parcel.

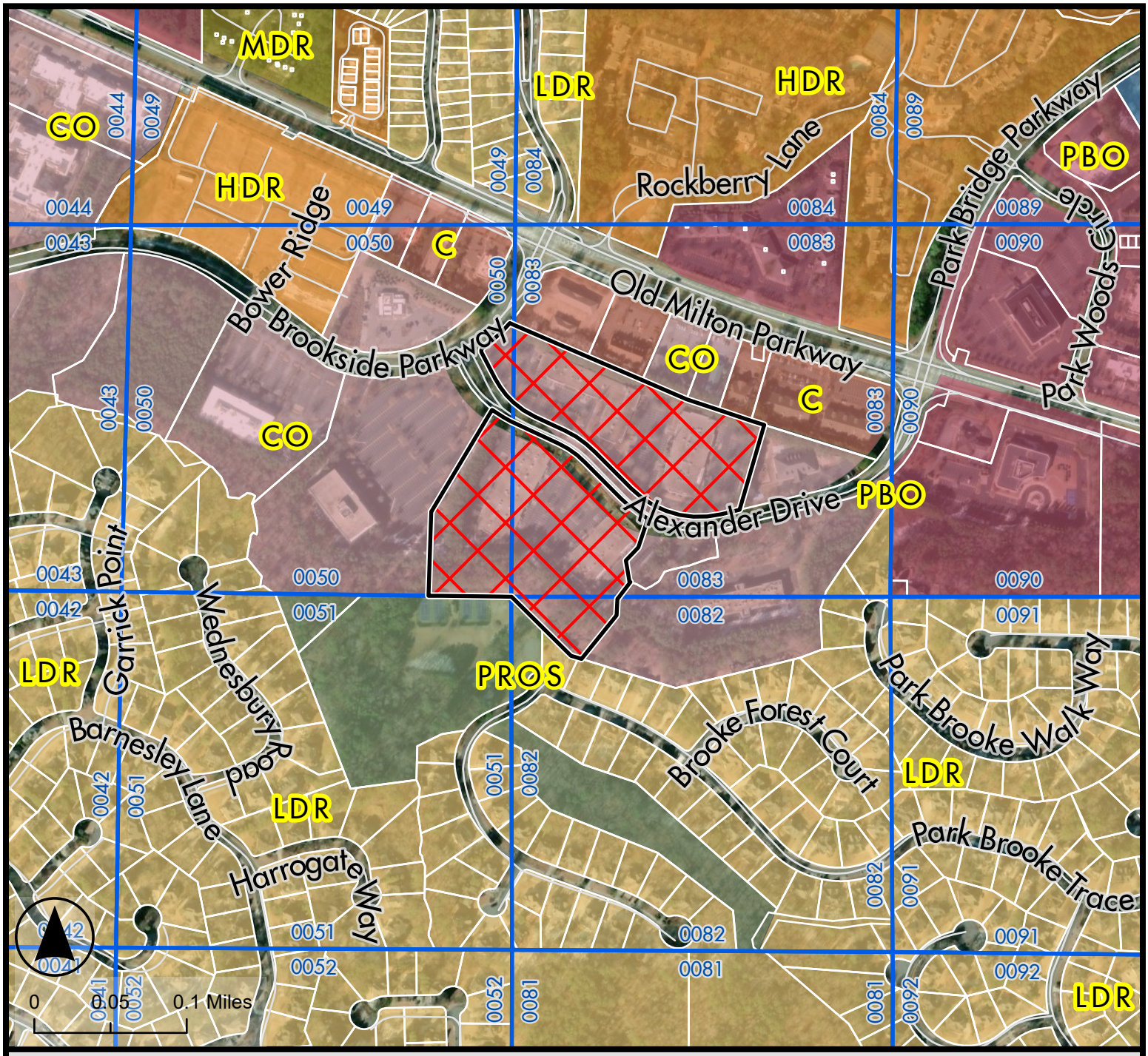
CITIZEN PARTICIPATION PLAN

The applicant notified adjacent property owners of the variance request and intent for the property. The report states that no public comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on June 10, 2026. There were no public comments.

ATTACHMENTS:
• Map Series • CZIM • Citizen Part B • Application



Legend

- V-26-11
- Land Lots
- Tax Parcels

Future Land Use 2040

- Commercial
- Corporate Office
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education

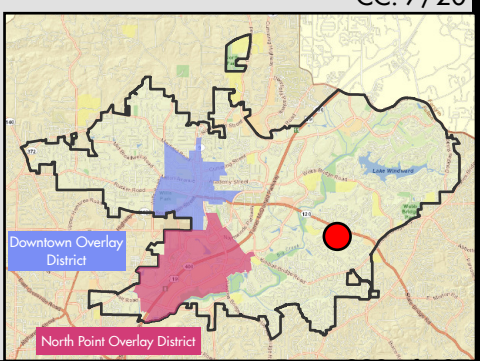
Future Land Use Map

Brookside Concourse Landscape Strip Variance

V-26-11

D/LL: 1/1/0083

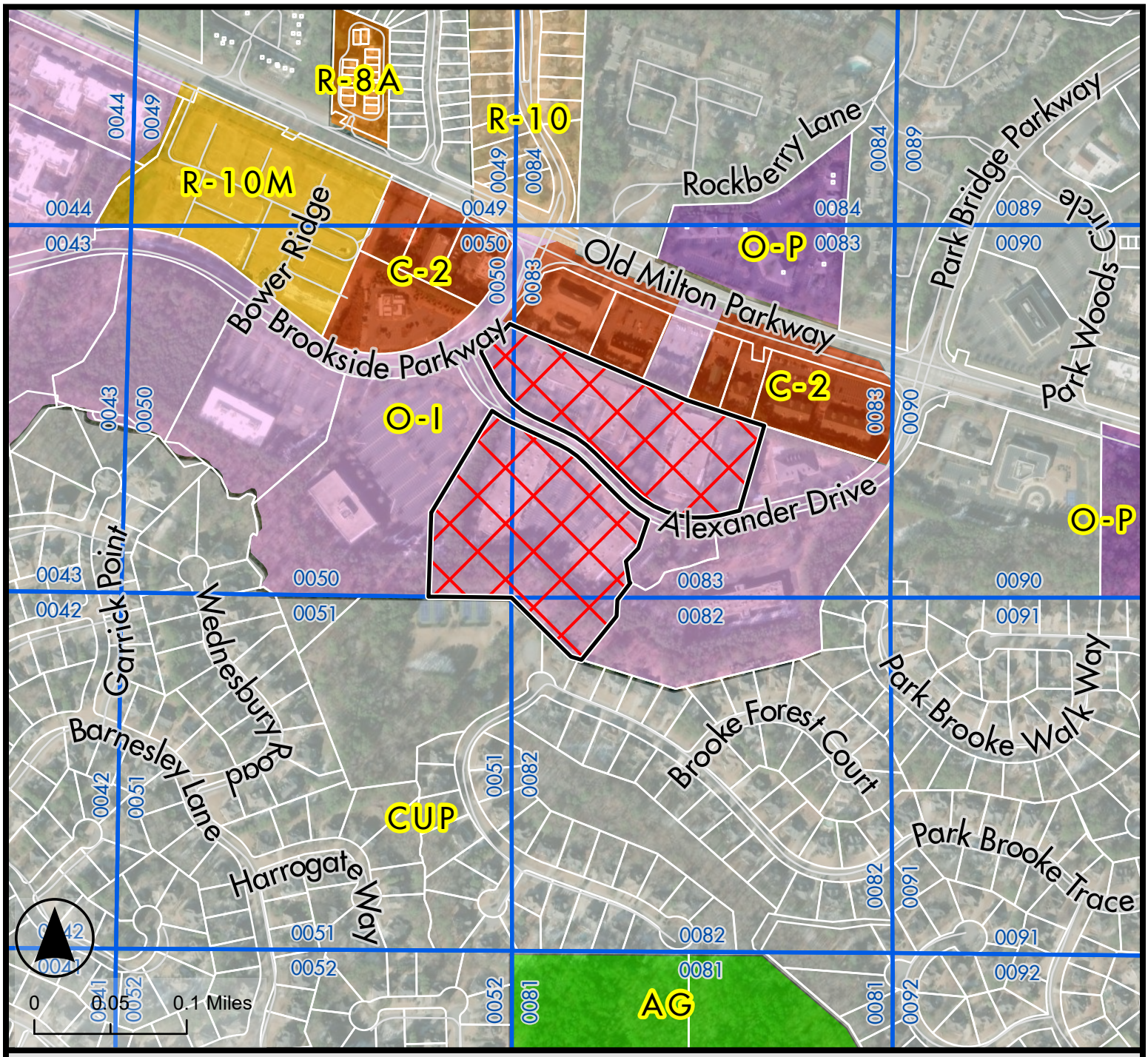
CC: 7/20



THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS



Legend

- V-26-11
- Land Lots
- Tax Parcels

Zoning District

- AG Agriculture
- General Commercial
- CUP Community Unit Plan
- O-I Office Institutional
- O-P Office Professional
- R-10 Single Family Detached Residential
- R-10M Multi Family Residential (HDR)
- R-8A Single Family Attached Residential (Medium Density)

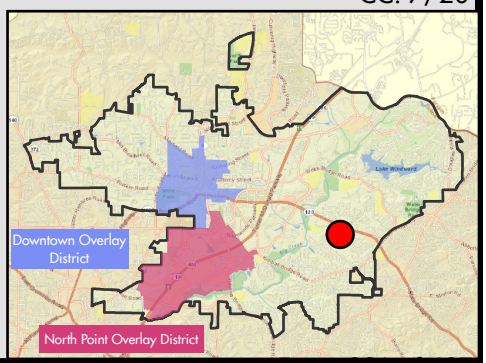
Zoning Map

Brookside Concourse Landscape Strip Variance

V-26-11

D/LL: 1/1/0083

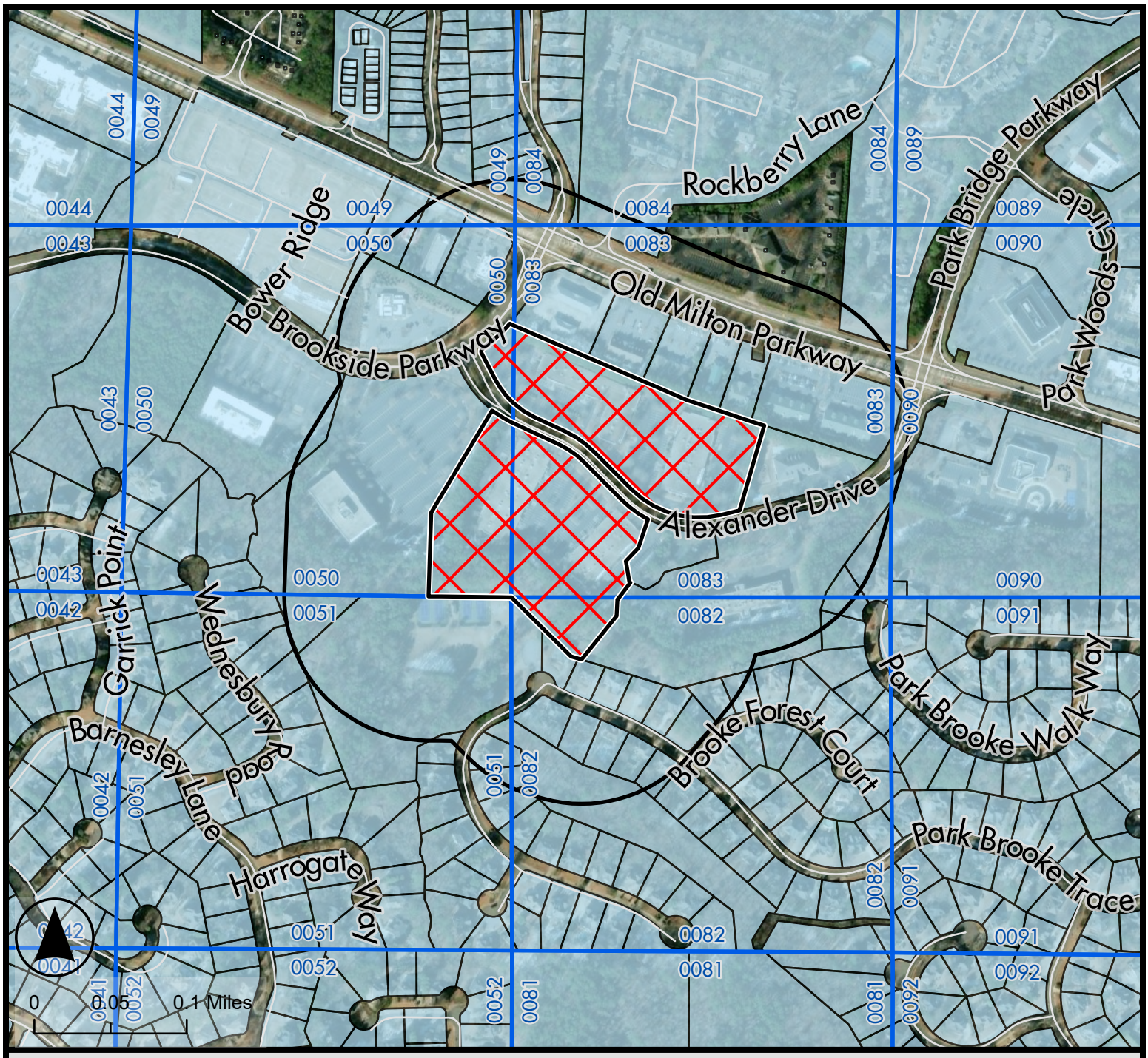
CC: 7/20



THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS



Location Map

V-26-11

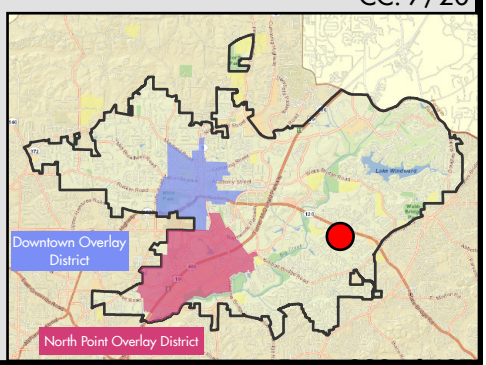
Brookside Concourse Landscape Strip Variance

D/LL: 1/1/0083

CC: 7/20

Legend

- V-26-11
- Land Lots
- Tax Parcels
- 500 ft Buffer

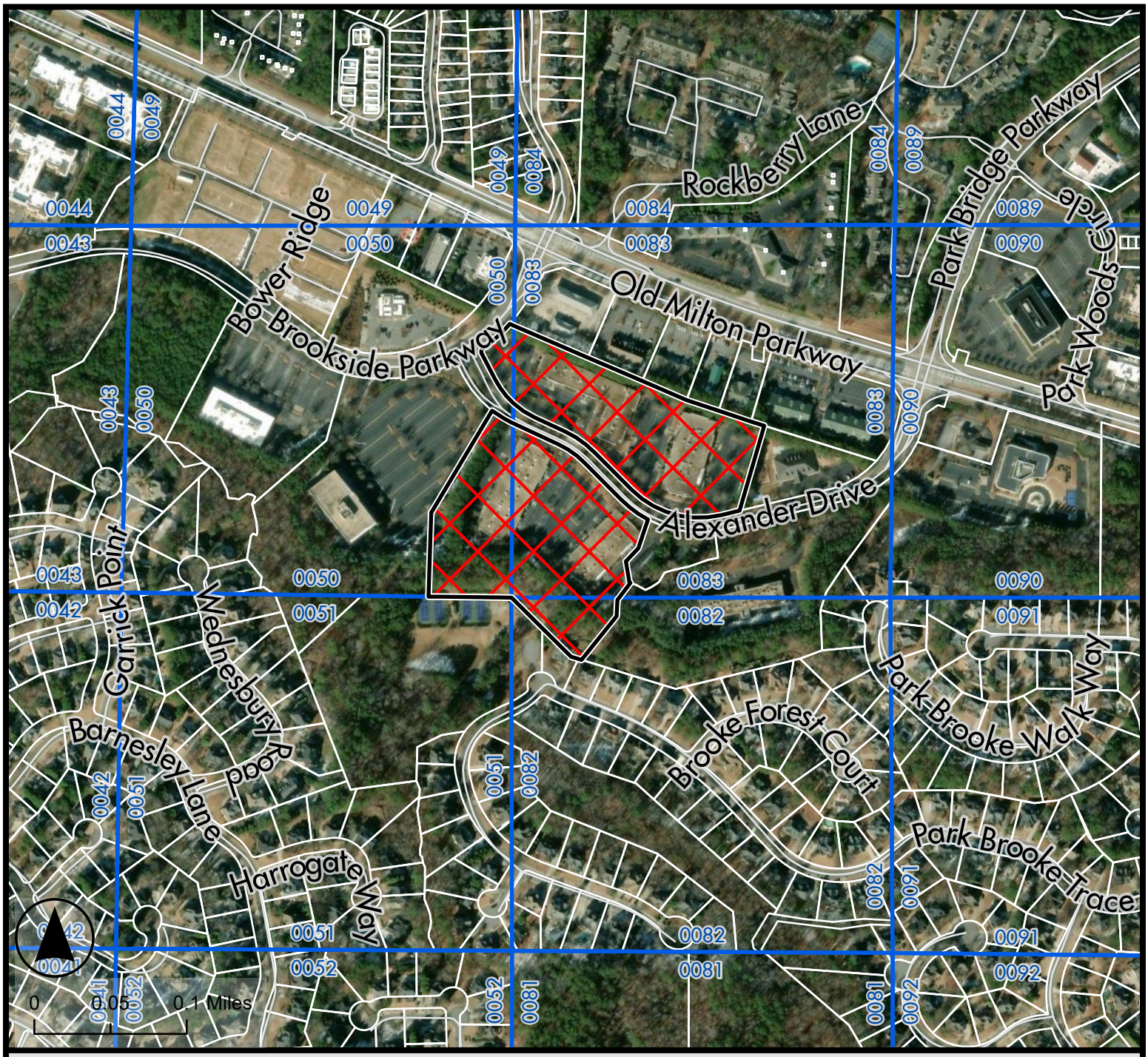


THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

V-26-11



Legend

- V-26-11
- Land Lots
- Tax Parcels

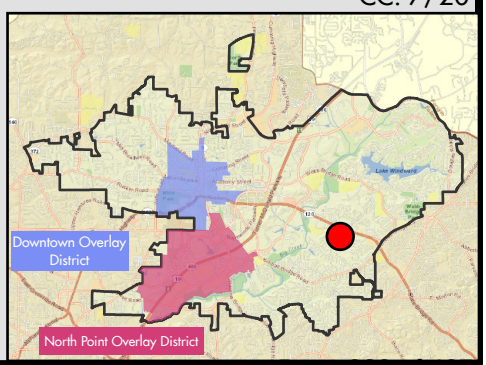
Aerial Map

V-26-11

Brookside Concourse Landscape Strip Variance

D/LL: 1/1/0083

CC: 7/20



THE CITY OF ALPHARETTA GEORGIA

Credit: Microsoft, Vantor, Vantor, City of Alpharetta.

Location Map Provided by: Community Development - GIS

Community Zoning Information Meeting (CZIM) June 10, 2026

Please sign-in and leave your comments and/or concerns.

V-26-11 / Brookside Concourse Landscape Strip Variance

NAME	ADDRESS	COMMENTS
Ed Dallas	4600 Alexander Dr.	
Myeong Dallas	"	

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: V-26-11 Brookside Concourse Landscape Strip Variance

Contact Name: _____ Telephone: [redacted]

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.

No comments were received.

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
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: _____ Date: 6/17/2026

Print Form

May 20th, 2026

Joshua Bar-Yadin
16160 Midway Road. Suite 200
Addison, TX 75001

RE: **V-26-11 Brookside Concourse Landscape Strip Variance**

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a variance request to eliminate a landscape strip requirement in order to allow for the subdivision of 2 office properties. A variance is requested from Unified Development Code Subsection 3.2.8(D)(4) to eliminate the 5' landscape strip requirement along property lines which do not adjoin a street. The property is located at 4300, 4400, 4325 & 4425 Alexander Drive and is legally described as being located in Land Lots 50, 82 & 83, 1st District, 1st Section, Fulton County, Georgia

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, June 10, 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 **City Council on Monday, July 20, 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 [redacted] or [redacted]

Sincerely,

Joshua Bar-Yadin

CPI AHP ALPHARETTA MOB OWNER LLC
425 SEVENTH ST NE
CHARLOTTESVILLE VA 22902

ONE ZERO TWO ONE ZERO
FOUR GREENWICH STREET MANHATTAN INC
535 MARRIOTT DR
NASHVILLE TN 37214

OMP PROPERTIES LLC
1677 SCOTT BLVD
DECATUR GA 30033

FU ZHIDONG & HUANG WENXIU
4285 PARK BROOKE TRCE
ALPHARETTA GA 30022

THALIATH SEBASTIAN & ANNU
4275 PARK BROOKE TRCE
ALPHARETTA GA 30022

PANDAY PHALGUNI
665 WEDNESBURY RD
ALPHARETTA GA 30022

KOFI KAPTON
4345 PARK BROOKE TRC
ALPHARETTA GA 30022

KXEN TRUST THE
4335 PARK BROOKE TRC
ALPHARETTA GA 30022

HARRISON JAMES L & SANDRA
4320 PARK BROOKE TRCE
ALPHARETTA GA 30022

TREMBLAY JAY E & ALYXIA E
4360 PARK BROOKE TRC
ALPHARETTA GA 30022

MARFAM ENTERPRISES INC
115 VIEW HILL CT
ATLANTA GA 30350

LANDERT LLC
P O BOX 965813
MARIETTA GA 30066

XU WEIHONG & WANG JIAN
4300 PARK BROOKE TRC
ALPHARETTA GA 30022

KINDERMAN PAUL L & LAUREN S
4295 PARK BROOKE TRCE
ALPHARETTA GA 30022

MURRAY JOSEPH C & KATHRYN D
4355 PARK BROOKE TRCE
ALPHARETTA GA 30022

MARTIN BARBARA ANN
& MARTIN PAUL JOHN
4325 PRK BROOKE TRCE
ALPHARETTA GA 30022

HAMMER J TODD & LISA P
4365 PARK BROOKE TRCE
ALPHARETTA GA 30022

HECKMAN THOMAS & JILL
2020 BROOKE FOREST CT
ALPHARETTA GA 30022

GERHARD GREGORY V & LAUREN A
4340 PARK BROOKE TRC
ALPHARETTA GA 30022

PARK BROOKE HOA INC
P.O. BOX 670177
MARIETTA GA 30066-2458

HORST FAMILY LIVING TRUST THE
2010 BROOKE FOREST CT
ALPHARETTA GA 30022

FERDERBER DAVID & FERDERBER AYELET
2000 BROOKE FOREST CT
ALPHARETTA GA 30022-3418

BANDZAR MORADALI & SONIA
5150 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

RUSSELL KURT LAMOINE &
RUSSELL BETTINA TAMMETTA
5140 PARK BROOKE WALK WAY
ALPHARETTA GA 30022-3404

LAND SELLUTIONS
P.O. BOX 2458
ALPHARETTA GA 30023-2458

GAWEL JOSEPH & CROFF JENNIFER LYNN
5409 BRIDGE POINTE DR
ALPHARETTA GA 30005

KHAN MOHAMMAD IRFAN
11560 VISTA FOREST DR
ALPHARETTA GA 30005

BELMONT AT PARK BRIDGE PROPERTY LLC
PO BOX 99
MALIBU CA 90265

PEACH OLD MILTON MANAGEMENT LLC
4045 OLD MILTON PKWY
ALPHARETTA GA 30005

ALBANY ROAD BROOKSIDE CONCOURSE LLC
155 FEDERAL ST STE 1202
BOSTON MA 02110

GEVRY RONALD JOSEPH JR
& LAUREN DIANE
4350 PARK BROOKE TRCE
ALPHARETTA GA 30022

BOHMER DOUGLAS L
4330 PARK BROOKE TRCE
ALPHARETTA GA 30022

FRENCH MICHAEL A &
FRENCH ERIN ELIZABETH
5130 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

PARKBROOKE COMMUNITY ASSOC INC
1230 JOHNSON FERRY PL STE F10
ALPHARETTA GA 30023

LICKOVITCH GARY R & APRIL D
REVOCABLE TRUST
655 WEDNESBURY RD
ALPHARETTA GA 30022-3775

LEWIS RICHARD OLIVER JR
11555 VISTA FOREST DR
ALPHARETTA GA 30005

WILLIAMS JOELLE F WILLIAMS
ANTHONY ALPHONSO
11550 VISTA FOREST DR
ALPHARETTA GA 30005

DALLAS DOUGLAS ALAN & WILBERT E
2356 BIRMINGHAM RD
ALPHARETTA GA 30004

KENNETH CLYDE & GLORIA ANN BROWN
LIVING TRUST THE
507 REGATTA BAY BLVD
DESTIN FL 32541

PSA ENTERPRISE LLC
680 COLEY OAKS CT
SANDY SPRINGS GA 30350

CHARTER PROPERTIES
3975 OLD MILTON PKY # S 1
ALPHARETTA GA 30005

194 OLD MILTON LLC
1575 NORTHSIDE DR NW BLDG 400
ATLANTA GA 30318

LMR II BROOKSIDE STATION LLC
212 E 3RD ST SUITE 200
CINCINNATI OH 45202

3925 BROOKSIDE PARKWAY LLC
800 SUPERIOR AVE FLOOR 21ST
CLEVELAND OH 44114

BROOKSIDE ASSOCIATION INC
30 IVAN ALLEN JR BLVD SUITE 900
ATLANTA GA 30308

DOGBERRY PROPERTIES LLC
2140 CLAY DR
SANDY SPRINGS GA 30350-3604

OLD MILTON PROPERTIES LLC
4125 OLD MILTON PKWY
ALPHARETTA GA 30005-4443

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: V-26-11
PH #: PHA260015
☐ 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: Joshua Bar-Yadin Telephone:

Address: 16160 Midway Rd Suite: 200

City Addison State: TX Zip: 75001 Fax:

Mobile Tel: Email:

Subject Property Information:

Address: 4300, 4400, 4325, 4425 Alexander Drive Current Zoning: O-I

District: 1 Section: 1 Land Lot: 50 & 83 Parcel ID: 11 014000830917, 11 014000820900

Proposed Zoning: N/A Current Use: OFFICE BUILDING

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?

Both the existing and proposed use of the property is a general office building. We are proposing only the subdivision of both parcels so that each building is on its own separate parcel.

Applicant's Request (Please itemize the proposal):

We are requesting a variance to code Section 3.2.8.D (4), which requires a 5 foot landscape strip along all property lines which do not adjoin a public right-of-way or private road for commercial development. The variance is being requested for both sides of the new property line for both parcels.

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

We are proposing the subdivision of both parcels to allow for each existing building to be located on its own parcel. The new property line resulting from this subdivision requires a 5 foot landscape strip on both sides of the property line per code. Because the new property line is located in the center of the existing parking lot serving the buildings, it would be infeasible to provide the code required landscape strip. Because of this, we are requesting a variance to the code requiring a 5 foot landscape strip for the proposed property line.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Texas Brookside Concourse SLM EPA, LLC Telephone: 945-337-1437

Address: 16160 Midway Rd. Suite: Suite 200

City Addison State: TX Zip: 75001 -

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/Exception
- ☐ Master Plan
- ☐ Comprehensive Land Use Plan Amendment
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Wes Biddle Telephone: 470-763-1109

Address: 1200 Peachtree Street NE Suite: 800

City Atlanta State: GA Zip: 30309 -

So Sworn and Attested: Joshua Bartholomew

Owner Signature: _____ Date: 4/30/2026

Notary: Nina M Folino

Notary Signature: Nina M Folino Date: 4/30/2026

NINA M FOLINO
Notary Public - North Carolina
Cabarrus County
My Commission Expires Feb 27, 2029

12

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: Texas Brookside Concourse SLM EPA, LLC

Subject Public Hearing Case: Landscape Strip Variance

Campaign Contribution Information:

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

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

Name of Official: N/A Position:

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: 4/30/2026

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: Wes Biddle

Subject Public Hearing Case: Landscape Strip Variance

Campaign Contribution Information:

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

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

Name of Official: N/A Position: 0

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: 4/28/2026

VARIANCE & EXCEPTION REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a variance or exception. Respond to 1-3 for a variance and 1-4 for an exception.

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

The size, shape and topography do not create extraordinary and exceptional conditions.

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

The existing parking lot conditions create a hardship in which providing a landscape strip along the new property line would be infeasible. In order to meet other zoning code requirements such as parking and open space requirements, the proposed property lines for this subdivision must bisect the parking lots for each parcel. The installation of a 5 foot landscape strip on either side of this property line would require the removal of a large amount of parking spaces thus creating non-conforming lots as well as removing vehicular connectivity between the newly created parcels.

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

The peculiar conditions of the subject property are everything other than the proposed property line are existing conditions. Due to existing conditions of buildings and parking lots, a landscape strip along the proposed property line is infeasible.

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

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: Brookside Concourse

Contact Name: Wes Biddle Telephone: 404.419.8700

The following people will be notified of this application and provided information describing the subject proposal. All properties within 500' or adjoining properties and the HOA MUST be notified. Notification requirements to be established by the City. Attach mailing list, as needed.

SEE ATTACHED MAILING LIST

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
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)*

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

The individuals will have the ability to respond by email to the applicant.

CPI AHP ALPHARETTA MOB OWNER LLC
425 SEVENTH ST NE
CHARLOTTESVILLE VA 22902

ONE ZERO TWO ONE ZERO
FOUR GREENWICH STREET MANHATTAN INC
535 MARRIOTT DR
NASHVILLE TN 37214

OMP PROPERTIES LLC
1677 SCOTT BLVD
DECATUR GA 30033

FU ZHIDONG & HUANG WENXIU
4285 PARK BROOKE TRCE
ALPHARETTA GA 30022

THALIATH SEBASTIAN & ANNU
4275 PARK BROOKE TRCE
ALPHARETTA GA 30022

PANDAY PHALGUNI
665 WEDNESBURY RD
ALPHARETTA GA 30022

KOFI KAPTON
4345 PARK BROOKE TRC
ALPHARETTA GA 30022

KXEN TRUST THE
4335 PARK BROOKE TRC
ALPHARETTA GA 30022

HARRISON JAMES L & SANDRA
4320 PARK BROOKE TRCE
ALPHARETTA GA 30022

TREMBLAY JAY E & ALYXIA E
4360 PARK BROOKE TRC
ALPHARETTA GA 30022

MARFAM ENTERPRISES INC
115 VIEW HILL CT
ATLANTA GA 30350

LANDERT LLC
P O BOX 965813
MARIETTA GA 30066

XU WEIHONG & WANG JIAN
4300 PARK BROOKE TRC
ALPHARETTA GA 30022

KINDERMAN PAUL L & LAUREN S
4295 PARK BROOKE TRCE
ALPHARETTA GA 30022

MURRAY JOSEPH C & KATHRYN D
4355 PARK BROOKE TRCE
ALPHARETTA GA 30022

MARTIN BARBARA ANN
& MARTIN PAUL JOHN
4325 PRK BROOKE TRCE
ALPHARETTA GA 30022

HAMMER J TODD & LISA P
4365 PARK BROOKE TRCE
ALPHARETTA GA 30022

HECKMAN THOMAS & JILL
2020 BROOKE FOREST CT
ALPHARETTA GA 30022

GERHARD GREGORY V & LAUREN A
4340 PARK BROOKE TRC
ALPHARETTA GA 30022

PARK BROOKE HOA INC
P.O. BOX 670177
MARIETTA GA 30066-2458

HORST FAMILY LIVING TRUST THE
2010 BROOKE FOREST CT
ALPHARETTA GA 30022

FERDERBER DAVID & FERDERBER AYELET
2000 BROOKE FOREST CT
ALPHARETTA GA 30022-3418

BANDZAR MORADALI & SONIA
5150 PARKBROOKE WALK WAY
ALPHARETTA GA 30022

RUSSELL KURT LAMOINE &
RUSSELL BETTINA TAMMETTA
5140 PARK BROOKE WALK WAY
ALPHARETTA GA 30022-3404

LAND SELLUTIONS
P.O. BOX 2458
ALPHARETTA GA 30023-2458

GAWEL JOSEPH & CROFF JENNIFER LYNN
5409 BRIDGE POINTE DR
ALPHARETTA GA 30005

KHAN MOHAMMAD IRFAN
11560 VISTA FOREST DR
ALPHARETTA GA 30005

BELMONT AT PARK BRIDGE PROPERTY LLC
PO BOX 99
MALIBU CA 90265

PEACH OLD MILTON MANAGEMENT LLC
4045 OLD MILTON PKWY
ALPHARETTA GA 30005

ALBANY ROAD BROOKSIDE CONCOURSE LLC
155 FEDERAL ST STE 1202
BOSTON MA 02110

GEVRY RONALD JOSEPH JR
& LAUREN DIANE
4350 PARK BROOKE TRCE
ALPHARETTA GA 30022

BOHMER DOUGLAS L
4330 PARK BROOKE TRCE
ALPHARETTA GA 30022

FRENCH MICHAEL A &
FRENCH ERIN ELIZABETH
5130 PARK BROOKE WALK WAY
ALPHARETTA GA 30022

PARKBROOKE COMMUNITY ASSOC INC
1230 JOHNSON FERRY PL STE F10
ALPHARETTA GA 30023

LICKOVITCH GARY R & APRIL D
REVOCABLE TRUST
655 WEDNESBURY RD
ALPHARETTA GA 30022-3775

LEWIS RICHARD OLIVER JR
11555 VISTA FOREST DR
ALPHARETTA GA 30005

WILLIAMS JOELLE F WILLIAMS
ANTHONY ALPHONSO
11550 VISTA FOREST DR
ALPHARETTA GA 30005

DALLAS DOUGLAS ALAN & WILBERT E
2356 BIRMINGHAM RD
ALPHARETTA GA 30004

KENNETH CLYDE & GLORIA ANN BROWN
LIVING TRUST THE
507 REGATTA BAY BLVD
DESTIN FL 32541

PSA ENTERPRISE LLC
680 COLEY OAKS CT
SANDY SPRINGS GA 30350

CHARTER PROPERTIES
3975 OLD MILTON PKY # S 1
ALPHARETTA GA 30005

194 OLD MILTON LLC
1575 NORTHSIDE DR NW BLDG 400
ATLANTA GA 30318

LMR II BROOKSIDE STATION LLC
212 E 3RD ST SUITE 200
CINCINNATI OH 45202

3925 BROOKSIDE PARKWAY LLC
800 SUPERIOR AVE FLOOR 21ST
CLEVELAND OH 44114

BROOKSIDE ASSOCIATION INC
30 IVAN ALLEN JR BLVD SUITE 900
ATLANTA GA 30308

DOGBERRY PROPERTIES LLC
2140 CLAY DR
SANDY SPRINGS GA 30350-3604

OLD MILTON PROPERTIES LLC
4125 OLD MILTON PKWY
ALPHARETTA GA 30005-4443

Kimley»Horn

MEMORANDUM

To:	City of Alpharetta Department of Community Development
From:	Wes Biddle, P.E.
	Kimley-Horn and Associates, Inc.
Date:	April 28, 2026
Subject:	Brookside Concourse Variance Request

This memo is intended to provide a narrative describing the request for the variance to the City of Alpharetta's municipal code requirement for a landscape strip adjacent to commercial property lines.

The subject parcels included in this variance request are 11 014000830917 & 11 014000820900. Currently there are two buildings located on each of these parcels with the addresses: 4300, 4400, 4325, and 4425 Alexander Drive. We are submitting a subdivision plat in order to separate these parcels so that each building is located on a separate parcel. The subdivision plat that has been submitted to the City of Alpharetta as a part of the minor subdivision plat process is included in this variance request submittal.

As shown in the subdivision plat, the proposed property line must bisect each parcel in order to create lots that conform with zoning code requirements. Per City of Alpharetta municipal code Section 3.2.8.D (4), a 5 foot landscape strip shall be provided along all commercial development property lines which do not adjoin a public right-of-way or private road. Because the property line must be located within the existing parking lot to meet zoning code requirements, it would be infeasible to provide a 5 foot landscape strip on either side of the proposed property lines. The installation of these landscape strips would require land disturbing activity in which existing trees and pavement would need to be removed. As a result of this, the parcels would also be non-conforming to parking requirements for their respective use.

Due to the items outlined above, we are requesting a variance to City of Alpharetta municipal code Section 3.2.8.D (4) to eliminate the requirement of a 5 foot landscape strip along commercial property lines for the subject parcels.

Real Estate

View Bill

As of	4/28/2026
Bill Year	2025
Bill	2501611
Owner	ALBANY ROAD BROOKSIDE CONCOURS
Parcel ID	11 -0140-0083-091-7

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	$9,048.89	$9,048.99	($0.10)	$0.00	($0.10)
TOTAL		$9,048.89	$9,048.99	($0.10)	$0.00	($0.10)

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Real Estate

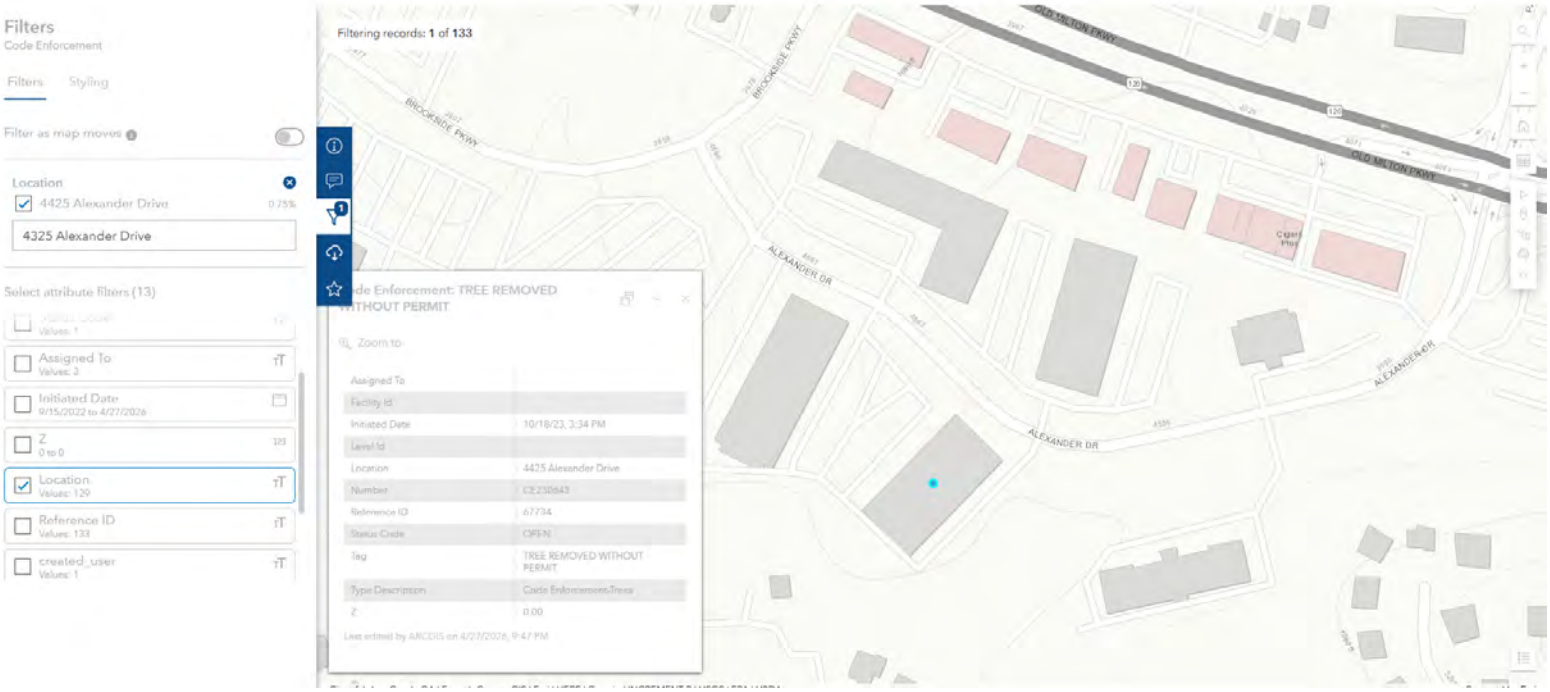
View Bill

As of	4/28/2026
Bill Year	2025
Bill	2501605
Owner	ALBANY ROAD BROOKSIDE CONCOURS
Parcel ID	11 -0140-0082-090-0

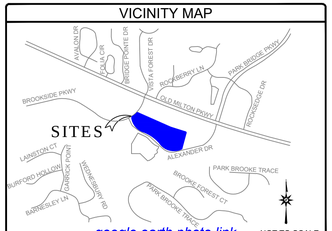
Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	$9,022.44	$9,022.44	$0.00	$0.00	$0.00
TOTAL		$9,022.44	$9,022.44	$0.00	$0.00	$0.00

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CODE VIOLATIONS



VICINITY MAP



google earth photo link

NOT TO SCALE

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEAST PROPERTY LINE AS BEING: S16°22'12"W, PER DESCRIPTION.

REFERENCES

DEED BOOK 60830, PAGE 546 FULTON COUNTY, GEORGIA RECORDS

BUILDING AREA

BUILDING #4400:	34,357 ± SQ. FT.
BUILDING #4300:	38,628 ± SQ. FT.

TOTAL AREA: 72,985 ± SQ. FT.
THE DIMENSIONS AND AREA OF THE BUILDING(S) SHOWN ARE BASED ON THE BUILDING'S EXTERIOR FOOTPRINT AT GROUND LEVEL.

BUILDING HEIGHT

BUILDING #4400:	20.7' ±
BUILDING #4300:	20.2' ±

LAND AREA

PARCEL 2: 7.200 ± ACRES 313,644 ± SQ. FT.

PARKING

PARCEL 2:	REGULAR	366 SPACES
	HANDICAP	10 SPACES
	TOTAL SPACES	376 SPACES

ACCESS NOTE

SUBJECT TRACT HAS DIRECT PHYSICAL, PEDESTRIAN, AND VEHICULAR ACCESS TO ALEXANDER DRIVE, A DEDICATED PUBLIC RIGHT-OF-WAY

SIGNIFICANT OBSERVATIONS

(A) CONCRETE CURB NO MORE THAN 1.1'± INSIDE PROPERTY

UTILITY NOTE

THE SURVEY SHOWS THE LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE COLLECTED PURSUANT TO ALTA SECTION 5 E IV.
NO UNDERGROUND UTILITIES HAVE BEEN LOCATED AND/OR SHOWN ON THIS SURVEY. ONLY VISIBLE AND APPARENT ABOVE GROUND UTILITY APPURTENANCES ARE SHOWN.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 13121C0086F WHICH BEARS AN EFFECTIVE DATE OF 09/18/2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

CEMETERY NOTE

TO THE BEST OF THE SURVEYORS KNOWLEDGE, THE SUBJECT PROPERTY SHOWS NO EVIDENCE OF BEING USED AS A CEMETERY, GRAVESITE, OR BURIAL GROUND.

SURVEYED BY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS @REPUBLICNATIONAL.NET
PHONE: (407) 862-4200
FAX: (407) 862-6229

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TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE 'B-II' ITEMS ARE THE SAME AS SHOWN IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1292665-ATL, ISSUED 01/13/2026 WITH AN EFFECTIVE DATE AND TIME OF 01/13/2026 AT 08:30 AM.

NOTES CORRESPONDING TO SCHEDULE "BII" ITEMS

SURVEYOR'S NOTES CORRESPONDING TO SCHEDULE 'B' ITEMS IS INTENDED TO GIVE AN OPINION WHETHER THE SUBJECT PROPERTY IS WITHIN THE BOUNDS OF THE REFERENCED DOCUMENT'S SPATIAL COVERAGE. THERE MAY BE OTHER LANGUAGE IN SAID DOCUMENTS THAT PROVIDES ADDITIONAL CONTEXT OR LEGAL INTERPRETATIONS; HOWEVER, THE PRIMARY FOCUS OF THESE NOTES IS TO DELINEATE THE PHYSICAL EXTENT OF THE PROPERTY WITH RESPECT TO THE DOCUMENT.

(12) INDEMNIFICATION FLOOD PLAIN BY CROW-CHILDRESS-MOBLEY #7A, A TEXAS LIMITED PARTNERSHIP AND FULTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, DATED NOVEMBER 8, 1988, FILED FOR RECORD NOVEMBER 14, 1988, AND RECORDED IN DEED BOOK 12043, PAGE 8, FULTON COUNTY, GEORGIA RECORDS.
(AFFECTS, NOTHING TO PLOT)

(13) TERMS AND PROVISIONS OF MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 17, 1997, FILED FOR RECORD OCTOBER 24, 1997, AND RECORDED IN DEED BOOK 23303, PAGE 128, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE, DATED SEPTEMBER 29, 2014, FILED FOR RECORD OCTOBER 13, 2014, AND RECORDED IN DEED BOOK 54241, PAGE 296, AFORESAID RECORDS; AS AFFECTED BY SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND GRBK BROOKSIDE, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 28, 2025, FILED FOR RECORD MARCH 11, 2025, AND RECORDED IN DEED BOOK 68735, PAGE 124, AFORESAID RECORDS; AS AFFECTED BY THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND BROOKSIDE A OWNER (GA), LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AUGUST 13, 2025, FILED FOR RECORD AUGUST 14, 2025, AND RECORDED IN DEED BOOK 69245, PAGE 76, AFORESAID RECORDS.
(DEED BOOK 23303, PAGE 128: AFFECTS, NOTHING TO PLOT. DEED BOOK 54241, PAGE 296; DEED BOOK 68735, PAGE 124 & DEED BOOK 69245, PAGE 76: NOTHING TO PLOT)

(14) EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, DATED OCTOBER 2, 1998, FILED FOR RECORD OCTOBER 5, 1998, AND RECORDED IN DEED BOOK 25473, PAGE 61, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT, DATED MAY 19, 2000, FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 373, AFORESAID RECORDS.
(AFFECTS AS SHOWN)

(15) DECLARATION OF RESTRICTIVE COVENANTS BY REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 2, 1998, FILED FOR RECORD OCTOBER 5, 1998, AND RECORDED IN DEED BOOK 25473, PAGE 90, AFORESAID RECORDS.
(AFFECTS, BLANKET IN NATURE)

(16) TERMS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, NORTH STAR TRUST COMPANY, AN ILLINOIS TRUST COMPANY, AS TRUSTEE OF THE GRAND CENTRAL PROPERTY TRUST UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998 AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED MARCH 17, 1999, FILED FOR RECORD APRIL 9, 1999, AND RECORDED IN DEED BOOK 26404, PAGE 336, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C. AND NATIONAL BUILD TO SUIT 500/600 L.L.C., FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 386, AFORESAID RECORDS.
(AFFECTS AS SHOWN)

(17) RIGHT OF WAY EASEMENT FROM NATIONAL BUILD TO SUIT BROOKSIDE 500/600, LLC TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED JUNE 18, 1999, FILED FOR RECORD NOVEMBER 1, 1999, AND RECORDED IN DEED BOOK 27929, PAGE 329, AFORESAID RECORDS. (AFFECTS PARCEL 1 ONLY)
(DOES NOT AFFECT)

(18) TERMS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, NBS BROOKSIDE 700/800, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHARTER PROPERTIES, A GEORGIA PARTNERSHIP, DATED MAY 26, 2000, FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 390, AFORESAID RECORDS; AS AFFECTED BY QUITCLAIM DEED OF RELEASE BY AND BETWEEN REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED FEBRUARY 25, 2002, FILED FOR RECORD APRIL 1, 2002, AND RECORDED IN DEED BOOK 32122, PAGE 213, AFORESAID RECORDS. (AFFECTS PARCEL 2 ONLY)
(AFFECTS AS SHOWN)

(19) RIGHT-OF-WAY EASEMENT FROM NBS BROOKSIDE 700/800, L.L.C. TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED JUNE 26, 2000, FILED FOR RECORD SEPTEMBER 19, 2000, AND RECORDED IN DEED BOOK 29488, PAGE 368, AFORESAID RECORDS. (AFFECTS PARCEL 2 ONLY)
(AFFECTS, BLANKET IN NATURE)

TITLE DESCRIPTION

PARCEL 2:

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 50 AND 83 OF THE 1ST DISTRICT, 1ST SECTION OF CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY (HAVING A VARIABLE RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF OLD MILTON PARKWAY (HAVING A VARIABLE RIGHT-OF-WAY), SAID POINT BEING THE NORTHEASTERLY END OF A MITERED RIGHT-OF-WAY AND THE POINT OF COMMENCEMENT;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY THE FOLLOWING COURSES AND DISTANCES:
THENCE SOUTH 74 DEGREES 28 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 68.99 FEET TO A 1/2 INCH REBAR FOUND, SAID POINT ALSO BEING THE SOUTHWESTERLY END OF AFORESAID MITERED RIGHT-OF-WAY LINE;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 514.00 FEET AND AN ARC LENGTH OF 104.31 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 30 DEGREES 08 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 104.13 FEET TO A POINT;

THENCE SOUTH 35 DEGREES 56 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 57.23 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 540.05 FEET AND AN ARC LENGTH OF 52.14 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 38 DEGREES 42 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 52.12 FEET TO A SCRIBE MARK FOUND, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 66 DEGREES 42 MINUTES 21 SECONDS EAST LEAVING THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY FOR A DISTANCE OF 294.55 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 67 DEGREES 59 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 192.50 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 66 DEGREES 26 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 167.00 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 71 DEGREES 35 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 235.49 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 73 DEGREES 37 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 63.57 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 16 DEGREES 22 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 313.06 FEET TO A 1/2 INCH REBAR FOUND ON THE NORTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE (HAVING VARIABLE RIGHT-OF-WAY);

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 76 DEGREES 35 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 73.78 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 329.25 FEET AND AN ARC LENGTH OF 337.28 FEET, BEING SUBTENDED BY A CHORD OF NORTH 74 DEGREES 03 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 322.73 FEET TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 44 DEGREES 43 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 177.49 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.68 FEET AND AN ARC LENGTH OF 130.03 FEET, BEING SUBTENDED BY A CHORD OF NORTH 54 DEGREES 30 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 129.40 FEET TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 65 DEGREES 07 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 115.33 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 292.00 FEET AND AN ARC LENGTH OF 192.90 FEET, BEING SUBTENDED BY A CHORD OF NORTH 46 DEGREES 12 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 189.42 FEET TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 27 DEGREES 36 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 101.36 FEET TO A 1/2 INCH REBAR FOUND;

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 21.72 FEET, BEING SUBTENDED BY A CHORD OF NORTH 13 DEGREES 52 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 19.87 FEET TO A 1/2 INCH REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY (HAVING A VARIABLE RIGHT-OF-WAY);

THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY AND A CURVE TO THE LEFT HAVING A RADIUS OF 540.05 FEET AND AN ARC LENGTH OF 130.81 FEET, BEING SUBTENDED BY A CHORD OF NORTH 48 DEGREES 25 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 130.49 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 7.200 ACRES OR 313,644 SQUARE FEET MORE OR LESS.

THE SURVEYED PROPERTY IS THE SAME PROPERTY AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1292665-ATL, HAVING AN EFFECTIVE DATE AND TIME OF JANUARY 13, 2026.

PARCEL 2-A:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, NBS BROOKSIDE 700/800, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHARTER PROPERTIES, A GEORGIA PARTNERSHIP, DATED MAY 26, 2000, FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 390, AFORESAID RECORDS; AS AFFECTED BY QUITCLAIM DEED OF RELEASE BY AND BETWEEN REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED FEBRUARY 25, 2002, FILED FOR RECORD APRIL 1, 2002, AND RECORDED IN DEED BOOK 32122, PAGE 213, AFORESAID RECORDS.

PARCEL 3:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 17, 1997, FILED FOR RECORD OCTOBER 24, 1997, AND RECORDED IN DEED BOOK 23303, PAGE 128, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE, DATED SEPTEMBER 29, 2014, FILED FOR RECORD OCTOBER 13, 2014, AND RECORDED IN DEED BOOK 54241, PAGE 296, AFORESAID RECORDS; AS AFFECTED BY SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION AND GRBK BROOKSIDE, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 28, 2025, FILED FOR RECORD MARCH 11, 2025, AND RECORDED IN DEED BOOK 68735, PAGE 124, AFORESAID RECORDS; AS AFFECTED BY THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND BROOKSIDE A OWNER (GA), LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AUGUST 13, 2025, FILED FOR RECORD AUGUST 14, 2025, AND RECORDED IN DEED BOOK 69245, PAGE 76, AFORESAID RECORDS.

PARCEL 4:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, NORTH STAR TRUST COMPANY, AN ILLINOIS TRUST COMPANY, AS TRUSTEE OF THE GRAND CENTRAL PROPERTY TRUST UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998 AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED MARCH 17, 1999, FILED FOR RECORD APRIL 9, 1999, AND RECORDED IN DEED BOOK 26404, PAGE 336, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C. AND NATIONAL BUILD TO SUIT 500/600 L.L.C., FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 386, AFORESAID RECORDS.

THE TITLE COMMITMENT SHOWN HEREON CONTAINS MULTIPLE PARCELS. THIS SURVEY IS ONLY FOR THE PARCEL(S) SHOWN.

SEE SHEET 2 OF 2 FOR SURVEY.

SURVEYOR'S NOTES

1. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, EASEMENTS, SERVITUDES, FOUNDATIONS AND POSSIBLE ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
2. THE POINT OF HEIGHT MEASUREMENT IS IDENTIFIED ON THE SURVEY AND WAS TAKEN FROM THE NEAREST ADJACENT GRADE AT SAID POINT. THIS POINT REPRESENTS THE HEIGHT OF THE STRUCTURE AS OBSERVED FROM GROUND LEVEL.
3. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, OR BUILDING CONSTRUCTION ON THE SURVEYED PROPERTY.
4. THERE ARE NO OBSERVABLE EVIDENCE OF ANY CHANGES IN STREET RIGHT-OF-WAYS OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
5. ALL RECIPROCAL EASEMENT AGREEMENTS ("REAS") THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON. THE LIMITS OF ANY OFFSITE APPURTENANT EASEMENTS THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON.
6. THIS SURVEY DOES NOT PROVIDE A DETERMINATION OR OPINION CONCERNING THE LOCATION OR EXISTENCE OF WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE, SUBSURFACE AND ENVIRONMENTAL CONDITIONS OR GEOLOGICAL ISSUES. NO STATEMENT IS MADE CONCERNING THE SUITABILITY OF THE SUBJECT TRACT FOR ANY INTENDED USE, PURPOSE OR DEVELOPMENT.
7. THE SURVEYED BOUNDARY SHOWN HEREON ARE CONTIGUOUS WITH ADJOINING PROPERTIES AND/OR RIGHTS OF WAY WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. NO VISIBLE EVIDENCE OF SUBSTANTIAL AREAS OF REFUSE WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED.
9. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM LOCAL COUNTY GIS INFORMATION.
10. THE PURPOSE OF THIS SURVEY IS INTENDED SOLELY FOR THAT OF AN ALTA/NSPS SURVEY AND IS NOT TO BE IMPLEMENTED FOR ANY DESIGN PURPOSES.
11. ALL EXTERIOR BUILDING DIMENSIONS WERE MEASURED AND VERIFIED TO AN ACCURACY OF ±0.1 FEET.
12. THE LOCATION OF GENERAL SITE IMPROVEMENTS, INCLUDING FENCES, PAVEMENT, AND NON-CRITICAL UTILITY FEATURES, IS SHOWN WITH A POSITIONAL ACCURACY OF ±0.5 FEET.
13. NEAREST INTERSECTION: ALEXANDER DRIVE AND BROOKSIDE PARKWAY AT THE MOST WESTERN CORNER AS SHOWN.
14. NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OR ORIGINAL SIGNATURE AND SEAL OF A LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
15. THIS SURVEY MEETS THE MINIMUM STANDARD OF PRACTICE FOR THE STATE OF GEORGIA.
16. STREETS ARE LABELED PUBLIC AND PRIVATE BASED ON AVAILABLE INFORMATION, HOWEVER LACKING A TITLE OWNERSHIP REPORT WE CANNOT WARRANT WHETHER IT'S PUBLIC OR PRIVATE.
17. DO NOT USE FENCE OR BUILDING TIES TO REESTABLISH BOUNDARY LINES.
18. FENCES AND UNDERGROUND PIPES MAY NOT BE STRAIGHT FROM END TO END.
19. ALL BEARINGS AND DISTANCES ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
20. ALL DISTANCES ARE IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
21. ALL BOUNDARY LINE DIMENSIONS ARE SURVEY MEASURED UNLESS OTHERWISE NOTED.
22. SUBJECT PARCEL HAS AN ADDRESS OF 4300 ALEXANDER DRIVE, ALPHARETTA, GEORGIA AND 4400 ALEXANDER DRIVE, ALPHARETTA, GEORGIA.
23. THE LEGAL DESCRIPTION MATHEMATICALLY ENCLOSES A GEOMETRIC SHAPE.
24. THE LEGAL DESCRIPTION PROVIDED FOR PARCEL 2 CONTAINS NO GAPS OR GORES.
25. GLOBAL POSITIONING SYSTEM NOTES:
MANUFACTURER: HI-TARGET MODEL NO.: V200
DUAL FREQUENCY RECEIVERS WERE USED.
TYPE OF GPS SURVEY PERFORMED: REAL TIME KINEMATIC (RTK)
PRECISION: RELATIVE POSITIONAL ACCURACY: HORIZONTAL: DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION
VERTICAL: 0.0984-FIXED, RTK POSITION: EXTRAPOLATION
HORIZONTAL DATUM: WGS 84 VERTICAL DATUM: N/A
GEOID MODEL: GEOID3 GRID NO. 7 FOR CONUS.
22. THERE ARE NO COMMON OR PARTY WALLS ASSOCIATED WITH SUBJECT PROPERTY AND ANY ADJACENT PROPERTY OWNER, NO RECORD INFORMATION OF SAME WAS PROVIDED TO THE SURVEYOR.

INTERACTIVE LINKS

TITLE COMMITMENT INFORMATION
TITLE DESCRIPTION
SCHEDULE 'B' ITEMS

TABLE A ITEMS
2 - SITE ADDRESS
3 - FLOOD INFORMATION
4 - LAND AREA
6(a) & 6(b) - ZONING INFORMATION
7(a) & 7(b)(1) - BUILDING DIMENSIONS & AREA
7(c) - BUILDING HEIGHT
9 - PARKING
20 - SIGNIFICANT OBSERVATIONS

CEMETERY NOTE
ACCESS NOTE
SIGNIFICANT OBSERVATIONS
SURVEYOR'S NOTES
UTILITY NOTE
SURVEYOR'S CERTIFICATE
LEGEND
NORTH ARROW
VICINITY MAP
BASIS OF BEARINGS
PARTNER PROJECT NUMBER

COORDINATED BY

PARTNER

CORPORATE OFFICE
2154 Torrance Boulevard
Torrance, CA 90501
www.partneresi.com

PARTNER PROJECT NUMBER: 26-576259.1
ALTA@partneresi.com Phone: 888-213-7479

2021 ALTA/NSPS LAND TITLE SURVEY

4300 & 4400 ALPHARETTA, GA
SITE ADDRESS

4300 & 4400 ALEXANDER DRIVE
ALPHARETTA, GEORGIA.
FULTON COUNTY, 30022

DATE	REVISIONS	DRAWN BY: DM/MMJ	FIELD BY: JS/WL
02/11/26	CLIENT COMMENTS	CHECKED BY: MWS	SURVEYORS JOB NO.: 260128
02/17/26	CLIENT COMMENTS/ZONING	FILENAME: 260128 ALPHARETTA, GA.DWG	
03/09/26	CLIENT COMMENTS		

LEGEND

CONCRETE SURFACE	UTILITY RISER	CI	CURB INLET
NO PARKING AREA	WATER METER	CLF	CHAIN LINK FENCE
HANDICAP PARKING	WATER VALVE	LB	LICENSED BUSINESS
BACKFLOW PREVENTER		LS	LAND SURVEYOR
BOLLARD	AUTO SPRINKLER	PS	PARKING SPACE(S)
CLEANOUT	FIRE DEPARTMENT CONNECTION	R/W	RIGHT OF WAY
DRAINAGE INLET	IRRIGATION CONTROL VALVE	SQ.FT.	SQUARE FEET
ELECTRIC RISER	GAS VALVE	WPF	WOOD PANEL FENCE
ELECTRIC TRANSFORMER	METER POLE	R	RADIUS
FIRE HYDRANT	GENERATOR	RAD	RADIAL
GAS METER	ADJOINER LINE	L	ARC LENGTH
LIGHT POLE	BOUNDARY LINE	Δ	CENTRAL ANGLE
MANHOLE (UNKNOWN)	BUILDING LINE	CB	CHORD BEARING
SANITARY SEWER MANHOLE	CENTER LINE	C	CHORD LENGTH
SIGN	CHAIN LINK FENCE		
STORM MANHOLE	EASEMENT LINE		SET OR AS NOTED
TELEPHONE BOXES/STRUCTURES	METAL FENCE		FOUND OR AS NOTED
TELEPHONE RISER	WOOD PANEL FENCE		CALCULATED CORNER NOTHING FOUND OR SET OR AS NOTED
TV BOX	ENCROACHMENT LINE		

ZONING INFORMATION

DESCRIPTION	REQUIRED	EXISTING
ZONING DESIGNATION	O-1	O-1
MINIMUM LOT AREA (SQ. FT.)	NO MINIMUM	313,644
MINIMUM LOT WIDTH	NO MINIMUM	988'
OPEN SPACE	10%	7.66%
MAXIMUM BUILDING COVERAGE	40%	23.3%
MAXIMUM BUILDING HEIGHT	40'	20.7'
MAXIMUM SETBACKS		
FRONT (LOCAL STREET)	50'	51.5'
FRONT (ALL OTHER STREETS)	65'	225'±
SIDE / REAR	15'	157.5' / 40.2'

NOTES: O-1 OFFICE INSTITUTIONAL
N / S NOT SPECIFIED

SOURCE: TTL, INC.
SAN ANTONIO, TEXAS
REPORT DATE: 2/13/2026
REVISION DATE:
PROJECT NO.:
26-09-00199.00

PARKING REQUIREMENTS:
PROFESSIONAL & BUSINESS OFFICES: 1 SPACE PER 250 SQ. FT. GROSS FLOOR AREA
72,985 / 250 = 292 REQUIRED PARKING SPACES

NORTH ARROW



SCALE: 1" = 40'
0 40 80

SURVEYOR'S CERTIFICATE

TO: ENTRADA PARTNERS ACQUISITIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS; BROOKSIDE CONCOURSE SLM EPA, LLC, A TEXAS LIMITED LIABILITY COMPANY; EAST WEST BANK, AND ITS SUCCESSORS AND/OR ASSIGNS; FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 (GRAPHICALLY DEPICTED ONLY) AND 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 01/29/2026.
DATE OF PLAT OR MAP: 02/06/2026.

REGISTERED SURVEYOR: KIMBERLY D. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: LS003399
STATE OF GEORGIA, C.O.A. LSF001296

GEORGIA REGISTERED No. LS003399 PROFESSIONAL LAND SURVEYOR KIMBERLY SOLITRO

THIS SURVEY WAS COORDINATED, NOT PERFORMED, BY PARTNER. SURVEY OBTAINED FROM AND CERTIFIED TO BY A PROFESSIONAL SURVEYOR LICENSED TO PRACTICE IN THE SAME STATE THE SUBJECT PROPERTY IS LOCATED

SHEET 1 OF 2

Page

POINT OF COMMENCEMENT
PARCEL 2
THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF BROOKSIDE PARKWAY AND THE SOUTHERLY RIGHT-OF-WAY OF OLD MILTON PARKWAY.

POINT OF BEGINNING PARCEL 2
FOUND MAG NAIL

S14°28'58"W 68.96'
FOUND 5/8" IRON ROD
L=193.31'
R=414.65'
CB=S28°08'59"W
C=191.72'
FOUND 1/2" IRON ROD
S35°45'47"W 47.28'
FOUND 1/2" IRON ROD
L=21.72'
R=15.00'
CB=N13°52'40"E
C=19.87'
N27°36'11"W 101.36'
L=130.81'
R=250.00'
CB=N42°25'15"E
C=129.49'
L=192.90'
R=292.00'
CB=N46°12'23"W
C=189.42'
S66° 42' 21"E 294.55'
S67° 59' 38"E 192.50'
S66° 26' 09"E 167.00'
S71° 35' 29"E 235.49'
S73° 37' 48"E 63.57'
S16° 22' 12"W 313.06'
N65° 07' 57"W 115.33'
L=130.03'
R=380.68'
CB=N54°30'14"W
C=129.40'
N44° 43' 10"W 177.49'
L=347.28'
R=329.25'
CB=N74°03'59"W
C=322.73'

NOT INCLUDED
OLD MILTON LLC
ID:11-0140-0083-079-2

NOT INCLUDED
CHARTER PROPERTIES
ID:11-0140-0083-078-4

NOT INCLUDED
NEOVA BROOKSIDE LLC
ID:11-0140-0083-093-3

NOT INCLUDED
CLYDE AND GLORIA KENNETH
ID:11-0140-0083-100-6

NOT INCLUDED
PEACH OLD MILTON MANAGEMENT LLC
ID:11-0140-0083-094-1

NOT INCLUDED
LMR II BROOKSIDE STATION LLC
ID:11-0140-0083-076-8

NOT INCLUDED
DALLAS DOUGLAS ALAN & WILBERT
ID:11-0140-0083-086-3

PARCEL 2
ALBANY ROAD BROOKSIDE CONCOURSE LLC
ID:11-0140-0083-091-7
DEED BOOK 60830, PAGE 546
313,6444 SQ FT, OR 7.2001 ACRES

1 STORY CONCRETE BLOCK BUILDING
±38,626 SQUARE FEET (FOOTPRINT)
±20.2' HIGH
#4300

1 STORY CONCRETE BLOCK BUILDING
±34,397 SQUARE FEET (FOOTPRINT)
±25.1' HIGH
#4400

PARCEL 2-A
CHARTER 20' SANITARY SEWER EASEMENT
O.R. BOOK 29117 PAGE 407

PARCEL 2-A
20' SANITARY SEWER EASEMENT
O.R. BOOK 29117 PAGE 407

PARCEL 2-A
VARIABLE WIDTH SLOPE EASEMENT
O.R. BOOK 29117 PAGE 409

PARCEL 2-A
VARIABLE WIDTH SLOPE EASEMENT
O.R. BOOK 29117 PAGE 404

PARCEL 2-A
25' SLOPE EASEMENT AREA
BOOK 25473 PAGE 61,

PARCEL 2-A, PARCEL 4
20' SANITARY SEWER EASEMENT
O.R. BOOK 25473 PAGE 56
O.R. BOOK 29408, PAGE 336
O.R. 29117, PAGE 390

PARCEL 2-A
20' STORM DRAINAGE EASEMENT
O.R. BOOK 29117 PAGE 372
O.R. BOOK 29117 PAGE 380

60' BUILDING SETBACK LINE
15' BUILDING SETBACK LINE

BROOKSIDE PARKWAY
WIDTH VARIES PUBLIC RIGHT OF WAY WIDTH
PUBLIC VARIABLE RIGHT OF WAY WIDTH
(ASPHALT PAVEMENT)

ALEXANDER DRIVE
PUBLIC VARIABLE RIGHT OF WAY WIDTH
(ASPHALT PAVEMENT)

LAND LOT 83

ELECTRIC TRANSFORMERS

DUMPSTER AREA

GATE

CHAIN LINK FENCE

ON LINE

CONCRETE SIDEWALK

CONCRETE RIDGEWALK

ASPHALT

CC&G

ACCESS

SIGN

TV/BOX

AMP

WATER METER

FOUND 1/2" IRON ROD "PBS-J"

FOUND 1/2" IRON ROD "ATKINS"

FOUND "X CUT" ACCESS

FOUND 1/2" IRON ROD

0 40 80
SCALE: 1" = 40'

COORDINATED BY

PARTNER

CORPORATE OFFICE
2154 Torrance Boulevard
Torrance, CA 90501
www.partneresi.com

PARTNER PROJECT NUMBER: 26-576259.1
ALTA@partneresi.com Phone: 888-213-7479

2021 ALTA/NSPS LAND TITLE SURVEY

4300 & 4400 ALEXANDER DRIVE

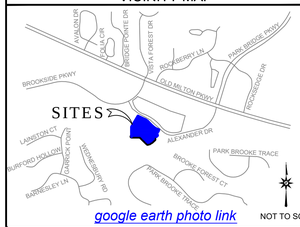
SITE ADDRESS

4300 & 4400 ALEXANDER DRIVE
ALPHARETTA
FULTON COUNTY, 30022

THIS SURVEY WAS COORDINATED, NOT PERFORMED, BY PARTNER. SURVEY OBTAINED FROM AND CERTIFIED TO BY A PROFESSIONAL SURVEYOR LICENSED TO PRACTICE IN THE SAME STATE THE SUBJECT PROPERTY IS LOCATED

SHEET 2 OF 2

VICINITY MAP



google earth photo link

NOT TO SCALE

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWEST PROPERTY LINE AS BEING: N30° 52' 25"E, PER DESCRIPTION.

REFERENCES

DEED BOOK 60830, PAGE 546 FULTON COUNTY, GEORGIA RECORDS

BUILDING AREA

BUILDING #4425: 32,835 ± SQ. FT.

BUILDING #4325: 41,552 ± SQ. FT.

TOTAL AREA: 74,387 ± SQ. FT.

THE DIMENSIONS AND AREA OF THE BUILDING(S) SHOWN ARE BASED ON THE BUILDING'S EXTERIOR FOOTPRINT AT GROUND LEVEL

BUILDING HEIGHT

BUILDING #4425: 17.5' ±

BUILDING #4325: 20.0' ±

LAND AREA

PARCEL 1: 7.985 ± ACRES 347,812 ± SQ. FT.

PARKING

PARCEL 1:	REGULAR	368 SPACES
	HANDICAP	11 SPACES
	TOTAL SPACES	379 SPACES

ACCESS NOTE

SUBJECT TRACT HAS DIRECT PHYSICAL, PEDESTRIAN AND VEHICULAR ACCESS TO ALEXANDER DRIVE, A DEDICATED PUBLIC RIGHT-OF-WAY

SIGNIFICANT OBSERVATIONS

- (A) WOOD PANEL FENCE NO MORE THAN 11.2'± INSIDE PROPERTY
- (B) CONCRETE STEPS NO MORE THAN 11.9'± OUTSIDE PROPERTY
- (C) CONCRETE WALL NO MORE THAN 5.4'± ONTO PROPERTY
- (D) BUILDINGS NO MORE THAN 21.3'± INTO SETBACK

UTILITY NOTE

THE SURVEY SHOWS THE LOCATION OF UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY AS DETERMINED BY OBSERVED EVIDENCE COLLECTED PURSUANT TO ALTA SECTION 5 E IV.
NO UNDERGROUND UTILITIES HAVE BEEN LOCATED AND/OR SHOWN ON THIS SURVEY. ONLY VISIBLE AND APPARENT ABOVE GROUND UTILITY APPURTENANCES ARE SHOWN.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 13121C0086F WHICH BEARS AN EFFECTIVE DATE OF 09/18/2013, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

CEMETERY NOTE

TO THE BEST OF THE SURVEYORS KNOWLEDGE, THE SUBJECT PROPERTY SHOWS NO EVIDENCE OF BEING USED AS A CEMETERY, GRAVESITE, OR BURIAL GROUND.

SURVEYED BY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS @REPUBLICNATIONAL.NET
PHONE: (407) 862-4200
FAX: (407) 862-6229

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TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE 'B-II' ITEMS ARE THE SAME AS SHOWN IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1292665-ATL, ISSUED 01/13/2026 WITH AN EFFECTIVE DATE AND TIME OF 01/13/2026 AT 08:30 AM.

NOTES CORRESPONDING TO SCHEDULE "BII" ITEMS

SURVEYOR'S NOTES CORRESPONDING TO SCHEDULE 'B' ITEMS IS INTENDED TO GIVE AN OPINION WHETHER THE SUBJECT PROPERTY IS WITHIN THE BOUNDS OF THE REFERENCED DOCUMENT'S SPATIAL COVERAGE. THERE MAY BE OTHER LANGUAGE IN SAID DOCUMENTS THAT PROVIDES ADDITIONAL CONTEXT OR LEGAL INTERPRETATIONS; HOWEVER, THE PRIMARY FOCUS OF THESE NOTES IS TO DELINEATE THE PHYSICAL EXTENT OF THE PROPERTY WITH RESPECT TO THE DOCUMENT.

(12) INDEMNIFICATION FLOOD PLAIN BY CROW-CHILDRESS-MOBLEY #7A, A TEXAS LIMITED PARTNERSHIP AND FULTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, DATED NOVEMBER 8, 1988, FILED FOR RECORD NOVEMBER 14, 1988, AND RECORDED IN DEED BOOK 12043, PAGE 8, FULTON COUNTY, GEORGIA RECORDS.
(AFFECTS, NOTHING TO PLOT)

(13) TERMS AND PROVISIONS OF MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 17, 1997, FILED FOR RECORD OCTOBER 24, 1997, AND RECORDED IN DEED BOOK 23303, PAGE 128, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE, DATED SEPTEMBER 29, 2014, FILED FOR RECORD OCTOBER 13, 2014, AND RECORDED IN DEED BOOK 54241, PAGE 296, AFORESAID RECORDS; AS AFFECTED BY SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND GRBK BROOKSIDE, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 28, 2025, FILED FOR RECORD MARCH 11, 2025, AND RECORDED IN DEED BOOK 68735, PAGE 124, AFORESAID RECORDS; AS AFFECTED BY THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND BROOKSIDE A OWNER (GA), LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AUGUST 13, 2025, FILED FOR RECORD AUGUST 14, 2025, AND RECORDED IN DEED BOOK 69245, PAGE 76, AFORESAID RECORDS.
(DEED BOOK 23303, PAGE 128: AFFECTS, AS SHOWN. DEED BOOK 54241, PAGE 296; DEED BOOK 68735, PAGE 124 & DEED BOOK 69245, PAGE 76: DOES NOT AFFECT)

(14) EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND RACETRAC PETROLEUM, INC., A GEORGIA CORPORATION, DATED OCTOBER 2, 1998, FILED FOR RECORD OCTOBER 5, 1998, AND RECORDED IN DEED BOOK 25473, PAGE 61, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT, DATED MAY 19, 2000, FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 373, AFORESAID RECORDS.
(DOES NOT AFFECT)

(15) DECLARATION OF RESTRICTIVE COVENANTS BY REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 2, 1998, FILED FOR RECORD OCTOBER 5, 1998, AND RECORDED IN DEED BOOK 25473, PAGE 90, AFORESAID RECORDS.
(DOES NOT AFFECT)

(16) TERMS AND PROVISIONS OF EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, NORTH STAR TRUST COMPANY, AN ILLINOIS TRUST COMPANY, AS TRUSTEE OF THE GRAND CENTRAL PROPERTY TRUST UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998 AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED MARCH 17, 1999, FILED FOR RECORD APRIL 9, 1999, AND RECORDED IN DEED BOOK 26404, PAGE 336, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C. AND NATIONAL BUILD TO SUIT 500/600 L.L.C., FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 386, AFORESAID RECORDS.
(DOES NOT AFFECT)

(17) RIGHT OF WAY EASEMENT FROM NATIONAL BUILD TO SUIT BROOKSIDE 500/600, LLC TO SAWNEE ELECTRIC MEMBERSHIP CORPORATION DATED JUNE 18, 1999, FILED FOR RECORD NOVEMBER 1, 1999, AND RECORDED IN DEED BOOK 27929, PAGE 329, AFORESAID RECORDS. (AFFECTS PARCEL 1 ONLY)
(AFFECTS, BLANKET IN NATURE)

TITLE DESCRIPTION

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOTS 50, 82, AND 83, OF THE 1ST DISTRICT, 1ST SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR FOUND AT THE COMMON LAND LOT CORNER OF LAND LOTS 50, 51, 82, AND 83, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 51 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 242.03 FEET ALONG THE SOUTHERLY LAND LOT LINE OF LAND LOT 50 TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 269.99 FEET LEAVING SAID LAND LOT LINE TO A SCRIBE MARK FOUND;

THENCE NORTH 30 DEGREES 52 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 353.97 FEET TO A 1/2 INCH REBAR FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE (HAVING A VARIABLE RIGHT-OF-WAY);

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 61 DEGREES 16 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 28.28 FEET TO A SCRIBE MARK FOUND;

THENCE SOUTH 65 DEGREES 07 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 182.66 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 330.68 FEET AND AN ARC LENGTH OF 112.95 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 54 DEGREES 30 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 112.40 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 44 DEGREES 43 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 177.49 FEET TO A 1/2 INCH REBAR FOUND;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 379.25 FEET AND AN ARC LENGTH OF 201.77 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 59 DEGREES 57 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 199.40 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 14 DEGREES 23 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 46.67 FEET LEAVING THE SOUTHERLY RIGHT-OF-WAY OF ALEXANDER DRIVE TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 43 DEGREES 34 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 61.49 FEET TO A 1/2 INCH REBAR FOUND;

THENCE SOUTH 16 DEGREES 17 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 75.91 FEET TO A POINT IN THE CENTERLINE OF A CREEK;

THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 50 DEGREES 31 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 43.86 FEET TO A POINT;

THENCE SOUTH 60 DEGREES 28 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 49.50 FEET TO A POINT;

THENCE SOUTH 10 DEGREES 16 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 58.20 FEET TO POINT ON A DRAINAGE STRUCTURE;

THENCE SOUTH 47 DEGREES 33 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 109.66 FEET TO A POINT ON THE CENTERLINE OF AFORESAID CREEK;

THENCE CONTINUING ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 68 DEGREES 04 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 23.91 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 39 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 46.54 FEET TO A POINT;

THENCE NORTH 87 DEGREES 23 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 19.94 FEET TO A POINT;

THENCE SOUTH 66 DEGREES 30 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 32.85 FEET LEAVING THE CENTERLINE OF SAID CREEK TO A POINT;

THENCE NORTH 45 DEGREES 40 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 289.99 FEET TO THE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 7.985 ACRES OR 347,812 SQUARE FEET MORE OR LESS.

PARCEL 3:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY REALTICORP 528, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, DATED OCTOBER 17, 1997, FILED FOR RECORD OCTOBER 24, 1997, AND RECORDED IN DEED BOOK 23303, PAGE 128, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE, DATED SEPTEMBER 29, 2014, FILED FOR RECORD OCTOBER 13, 2014, AND RECORDED IN DEED BOOK 54241, PAGE 296, AFORESAID RECORDS; AS AFFECTED BY SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NONPROFIT CORPORATION AND GRBK BROOKSIDE, L.L.C., A GEORGIA LIMITED LIABILITY COMPANY, DATED FEBRUARY 28, 2025, FILED FOR RECORD MARCH 11, 2025, AND RECORDED IN DEED BOOK 68735, PAGE 124, AFORESAID RECORDS; AS AFFECTED BY THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS FOR BROOKSIDE BY BROOKSIDE ASSOCIATION INC., A GEORGIA NON-PROFIT CORPORATION AND BROOKSIDE A OWNER (GA), LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED AUGUST 13, 2025, FILED FOR RECORD AUGUST 14, 2025, AND RECORDED IN DEED BOOK 69245, PAGE 76, AFORESAID RECORDS.

PARCEL 4:

EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, NORTH STAR TRUST COMPANY, AN ILLINOIS TRUST COMPANY, AS TRUSTEE OF THE GRAND CENTRAL PROPERTY TRUST UNDER TRUST AGREEMENT DATED DECEMBER 17, 1998 AND NATIONAL BUILD TO SUIT BROOKSIDE 100, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED MARCH 17, 1999, FILED FOR RECORD APRIL 9, 1999, AND RECORDED IN DEED BOOK 26404, PAGE 336, AFORESAID RECORDS; AS AFFECTED BY FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN REALTICORP 528, L.L.C., A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND NBS BROOKSIDE 700/800, L.L.C. AND NATIONAL BUILD TO SUIT 500/600 L.L.C., FILED FOR RECORD MAY 31, 2000, AND RECORDED IN DEED BOOK 29117, PAGE 386, AFORESAID RECORDS.

THE TITLE COMMITMENT SHOWN HEREON CONTAINS MULTIPLE PARCELS. THIS SURVEY IS ONLY FOR THE PARCEL(S) SHOWN.

THE SURVEYED PROPERTY IS THE SAME PROPERTY AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-1292665-ATL, HAVING AN EFFECTIVE DATE AND TIME OF JANUARY 13, 2026.

SEE SHEET 2 OF 2 FOR SURVEY.

SURVEYOR'S NOTES

1. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, EASEMENTS, SERVITUDES, FOUNDATIONS AND POSSIBLE ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
2. THE POINT OF HEIGHT MEASUREMENT IS IDENTIFIED ON THE SURVEY AND WAS TAKEN FROM THE NEAREST ADJACENT GRADE AT SAID POINT. THIS POINT REPRESENTS THE HEIGHT OF THE STRUCTURE AS OBSERVED FROM GROUND LEVEL.
3. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, OR BUILDING CONSTRUCTION ON THE SURVEYED PROPERTY.
4. THERE ARE NO OBSERVABLE EVIDENCE OF ANY CHANGES IN STREET RIGHT-OF-WAYS OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
5. ALL RECIPROCAL EASEMENT AGREEMENTS ("REAS") THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON. THE LIMITS OF ANY OFFSITE APPURTENANT EASEMENTS THAT HAVE BEEN REPORTED BY THE TITLE REPORT PROVIDED HAVE BEEN DENOTED ON THE SURVEY AND ARE SHOWN HEREON.
6. THIS SURVEY DOES NOT PROVIDE A DETERMINATION OR OPINION CONCERNING THE LOCATION OR EXISTENCE OF WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE, SUBSURFACE AND ENVIRONMENTAL CONDITIONS OR GEOLOGICAL ISSUES. NO STATEMENT IS MADE CONCERNING THE SUITABILITY OF THE SUBJECT TRACT FOR ANY INTENDED USE, PURPOSE OR DEVELOPMENT.
7. THE SURVEYED BOUNDARY SHOWN HEREON ARE CONTIGUOUS WITH ADJOINING PROPERTIES AND/OR RIGHTS OF WAY WITHOUT ANY GAPS, GORES OR OVERLAPS.
8. NO VISIBLE EVIDENCE OF SUBSTANTIAL AREAS OF REFUSE WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED.
9. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM LOCAL COUNTY GIS INFORMATION.
10. THE PURPOSE OF THIS SURVEY IS INTENDED SOLELY FOR THAT OF AN ALTA/NSPS SURVEY AND IS NOT TO BE IMPLEMENTED FOR ANY DESIGN PURPOSES.
11. ALL EXTERIOR BUILDING DIMENSIONS WERE MEASURED AND VERIFIED TO AN ACCURACY OF ±0.1 FEET.
12. THE LOCATION OF GENERAL SITE IMPROVEMENTS, INCLUDING FENCES, PAVEMENT, AND NON-CRITICAL UTILITY FEATURES, IS SHOWN WITH A POSITIONAL ACCURACY OF ±0.5 FEET.
13. NEAREST INTERSECTION: ALEXANDER DRIVE AND BROOKSIDE PARKWAY BY 265.0'±.
14. NOT VALID WITHOUT THE ELECTRONIC SIGNATURE OR ORIGINAL SIGNATURE AND SEAL OF A LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
15. THIS SURVEY MEETS THE MINIMUM STANDARD OF PRACTICE FOR THE STATE OF GEORGIA.
16. STREETS ARE LABELED PUBLIC AND PRIVATE BASED ON AVAILABLE INFORMATION, HOWEVER LACKING A TITLE OWNERSHIP REPORT WE CANNOT WARRANT WHETHER IT'S PUBLIC OR PRIVATE.
17. DO NOT USE FENCE OR BUILDING TIES TO REESTABLISH BOUNDARY LINES.
18. FENCES AND UNDERGROUND PIPES MAY NOT BE STRAIGHT FROM END TO END.
19. ALL BEARINGS AND DISTANCES ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED.
20. ALL DISTANCES ARE IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
21. ALL BOUNDARY LINE DIMENSIONS ARE SURVEY MEASURED UNLESS OTHERWISE NOTED.
22. SUBJECT PARCEL HAS AN ADDRESS OF 4300 ALEXANDER DRIVE, ALPHARETTA, GEORGIA AND 4400 ALEXANDER DRIVE, ALPHARETTA, GEORGIA.
23. THE LEGAL DESCRIPTION MATHEMATICALLY ENCLOSES A GEOMETRIC SHAPE.
24. GLOBAL POSITIONING SYSTEM NOTES:
MANUFACTURER: HI-TARGET MODEL NO.: V200
DUAL FREQUENCY RECEIVERS WERE USED.
TYPE OF GPS SURVEY PERFORMED: REAL TIME KINEMATIC (RTK)
PRECISION: RELATIVE POSITIONAL ACCURACY: HORIZONTAL: DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION
VERTICAL: 0.0984-FIXED, RTK POSITION: EXTRAPOLATION
HORIZONTAL DATUM: WGS 84 VERTICAL DATUM: N/A
GEOID MODEL: GEOID3 GRID NO. 7 FOR CONUS.
22. THERE ARE NO COMMON OR PARTY WALLS ASSOCIATED WITH SUBJECT PROPERTY AND ANY ADJACENT PROPERTY OWNER, NO RECORD INFORMATION OF SAME WAS PROVIDED TO THE SURVEYOR.
23. THERE ARE NO PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES BENEFITING SUBJECT PROPERTY EITHER OBSERVED OR DISCLOSED BY TITLE COMMITMENT.

INTERACTIVE LINKS

TITLE COMMITMENT INFORMATION
TITLE DESCRIPTION
SCHEDULE 'B' ITEMS

TABLE A ITEMS
2 - SITE ADDRESS
3 - FLOOD INFORMATION
4 - LAND AREA
6(a) & 6(b) - ZONING INFORMATION
7(a) & 7(b)(1) - BUILDING DIMENSIONS & AREA
7(c) - BUILDING HEIGHT
9 - PARKING
20 - SIGNIFICANT OBSERVATIONS

CEMETERY NOTE
ACCESS NOTE
SIGNIFICANT OBSERVATIONS
SURVEYOR'S NOTES
UTILITY NOTE
SURVEYOR'S CERTIFICATE
LEGEND
NORTH ARROW
VICINITY MAP
BASIS OF BEARINGS
PARTNER PROJECT NUMBER

COORDINATED BY

PARTNER

CORPORATE OFFICE
2154 Torrance Boulevard
Torrance, CA 90501
www.partneresi.com

PARTNER PROJECT NUMBER: 26-576259.2
ALTA@partneresi.com Phone: 888-213-7479

LEGEND

	CONCRETE SURFACE	UR	UTILITY RISER	CI	CURB INLET
	NO PARKING AREA	WM	WATER METER	CLF	CHAIN LINK FENCE
	HANDICAP PARKING	WV	WATER VALVE	LB	LICENSED BUSINESS
	BACKFLOW PREVENTER			LS	LAND SURVEYOR
	BOLLARD		AUTO SPRINKLER	PS	PARKING SPACE(S)
	CLEANOUT		FIRE DEPARTMENT CONNECTION	R/W	RIGHT OF WAY
	DRAINAGE INLET		IRRIGATION CONTROL VALVE	SQ.FT.	SQUARE FEET
	ELECTRIC RISER		GAS VALVE	WPF	WOOD PANEL FENCE
	ELECTRIC TRANSFORMER		METER POLE	R	RADIUS
	FIRE HYDRANT		GENERATOR	RAD	RADIAL
GM	GAS METER	GEN	ADJOINER LINE	L	ARC LENGTH
	LIGHT POLE		BOUNDARY LINE	Δ	CENTRAL ANGLE
	MANHOLE (UNKNOWN)		BUILDING LINE	CB	CHORD BEARING
	SANITARY SEWER MANHOLE		CENTER LINE	C	CHORD LENGTH
	SIGN		CHAIN LINK FENCE		SET OR AS NOTED
	STORM MANHOLE		EASEMENT LINE		FOUND OR AS NOTED
TRS	TELEPHONE BOXES/STRUCTURES		METAL FENCE		CALCULATED CORNER NOTHING FOUND OR SET OR AS NOTED
TRS	TELEPHONE RISER		WOOD PANEL FENCE		
TVS	TV BOX		ENCROACHMENT LINE		

ZONING INFORMATION

DESCRIPTION	REQUIRED	EXISTING
ZONING DESIGNATION	O-1	O-1
MINIMUM LOT AREA (SQ. FT.)	NO MINIMUM	347,812
MINIMUM LOT WIDTH	NO MINIMUM	757'
OPEN SPACE	10%	27.2%
MAXIMUM BUILDING COVERAGE	40%	21.38%
MAXIMUM BUILDING HEIGHT	40'	20'
MINIMUM SETBACKS		
FRONT (LOCAL STREET)	50'	28.7'
SIDE	15'	86.7'±
REAR	15'	151.6'

NOTES: O-1 OFFICE INSTITUTIONAL
N / S NOT SPECIFIED

SOURCE: TTL, INC.
SAN ANTONIO, TEXAS
REPORT DATE: 2/13/2026
REVISION DATE:
PROJECT NO.:
26-09-00199.00

PARKING REQUIREMENTS:
PROFESSIONAL & BUSINESS OFFICES: 1 SPACE PER 250 SQ. FT. GROSS FLOOR AREA
74,387 / 250 = 298 REQUIRED PARKING SPACES

NORTH ARROW



SCALE: 1" = 40'

0 40 80

SURVEYOR'S CERTIFICATE

TO: ENTRADA PARTNERS ACQUISITIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS SUCCESSORS AND/OR ASSIGNS; BROOKSIDE CONCOURSE SLM EPA, LLC, A TEXAS LIMITED LIABILITY COMPANY; EAST WEST BANK, AND ITS SUCCESSORS AND/OR ASSIGNS; FIRST AMERICAN TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18 (GRAPHICALLY DEPICTED ONLY) AND 19 OF TABLE A THEREOF.

THE FIELDWORK WAS COMPLETED ON 01/29/2026.
DATE OF PLAT OR MAP: 02/06/2026.

GEORGIA REGISTERED No. LS003399 PROFESSIONAL LAND SURVEYOR KIMBERLY SOLITRO

REGISTERED SURVEYOR: KIMBERLY D. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: LS003399
STATE OF GEORGIA, C.O.A. LSF001296

THIS SURVEY WAS COORDINATED, NOT PERFORMED, BY PARTNER. SURVEY OBTAINED FROM AND CERTIFIED TO BY A PROFESSIONAL SURVEYOR LICENSED TO PRACTICE IN THE SAME STATE THE SUBJECT PROPERTY IS LOCATED

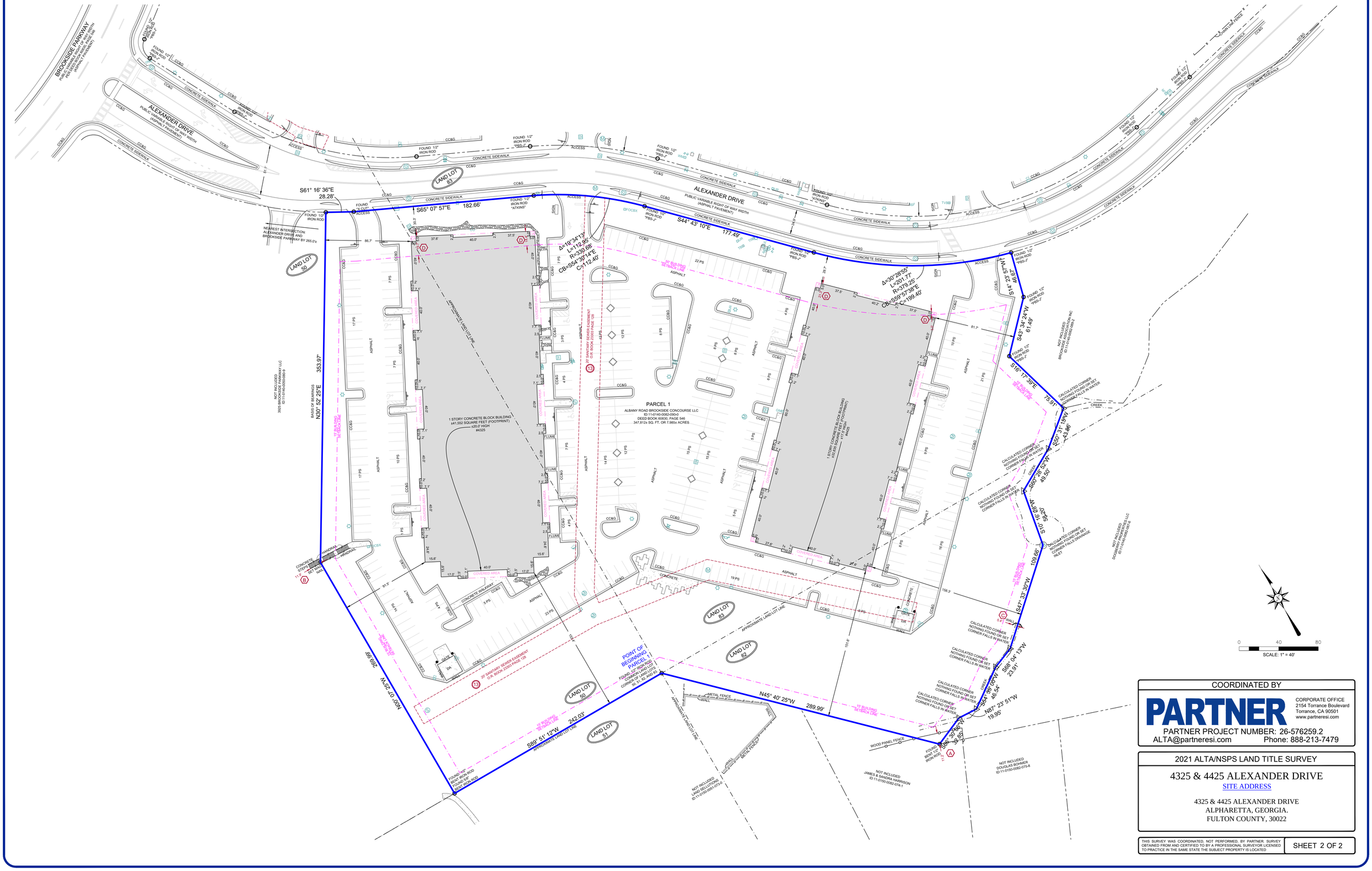
2021 ALTA/NSPS LAND TITLE SURVEY

4325 & 4425 ALEXANDER DRIVE

SITE ADDRESS

4325 & 4425 ALEXANDER DRIVE
ALPHARETTA, GEORGIA.
FULTON COUNTY, 30022

DATE	REVISIONS	DRAWN BY: DM/MMJ	FIELD BY: JS/WL
02/11/26	CLIENT COMMENTS	CHECKED BY: MWS	SURVEYORS JOB NO.: 260129
02/17/26	CLIENT COMMENTS/ZONING	FILENAME: 260128 ALPHARETTA, GA.DWG	
03/09/26	CLIENT COMMENTS		



COORDINATED BY

PARTNER

CORPORATE OFFICE
2154 Torrance Boulevard
Torrance, CA 90501
www.partneresi.com

PARTNER PROJECT NUMBER: 26-576259.2
ALTA@partneresi.com Phone: 888-213-7479

2021 ALTA/NSPS LAND TITLE SURVEY

4325 & 4425 ALEXANDER DRIVE

SITE ADDRESS

4325 & 4425 ALEXANDER DRIVE
ALPHARETTA, GEORGIA.
FULTON COUNTY, 30022

THIS SURVEY WAS COORDINATED, NOT PERFORMED, BY PARTNER. SURVEY OBTAINED FROM AND CERTIFIED TO BY A PROFESSIONAL SURVEYOR LICENSED TO PRACTICE IN THE SAME STATE THE SUBJECT PROPERTY IS LOCATED

SHEET 2 OF 2

PARENT TAX PARCEL NUMBER & ADDRESS:

FULTON COUNTY PIN: 11 014000830917

SITE ADDRESS: 4400 ALEXANDER DR
ALPHARETTA, GA 30022

FULTON COUNTY PIN: 11 014000820900

SITE ADDRESS: 4425 ALEXANDER DR
ALPHARETTA, GA 30022

SURVEY REFERENCES:

1. DEED BOOK 69968, PAGE 5

FULTON COUNTY CLERK OF SUPERIOR COURT

CURRENT OWNER

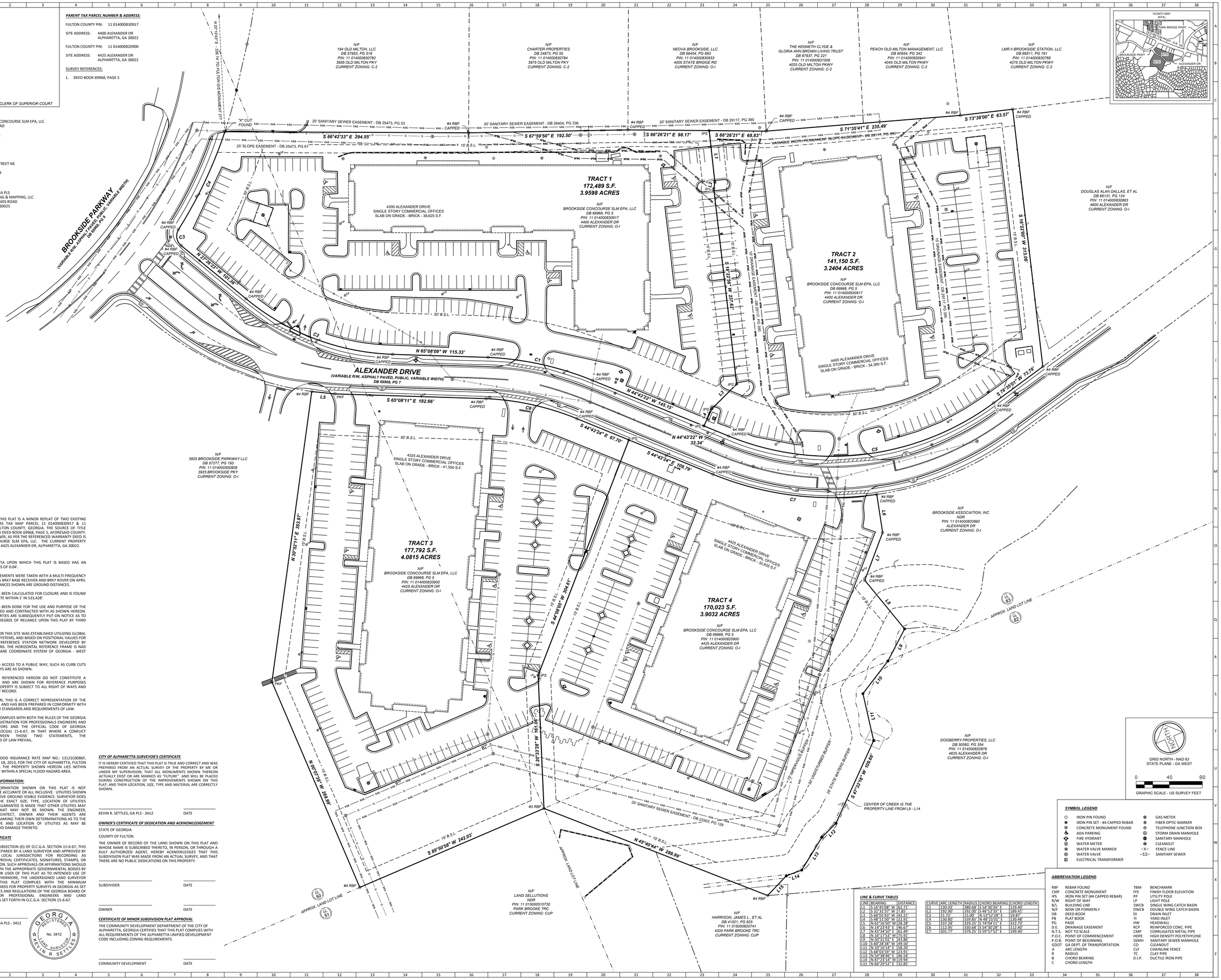
TEXAS BROOKSIDE CONCOURSE SLM EPA, LLC
16160 MIDWAY ROAD
SUITE 200
ADDISON, TX 75001
PH: 945.337.1437

ENGINEER

WES BIDDLE, P.E.
KIMLEY-HORN
1200 PEACHTREE STREET NE
SUITE 800
ATLANTA, GA 30309
PH: 404.419.8700

LAND SURVEYOR

KEVIN R. SETTLES, GA PLS
FRONTIER SURVEYING & MAPPING, LLC
1489 GRADY LEMONDS ROAD
SOCIAL CIRCLE, GA 30025
PH: 678.209.3921



PLAT SUMMARY:

THE PURPOSE OF THIS PLAT IS A MINOR REPLAT OF TWO EXISTING TRACTS KNOWN AS TAX MAP PARCEL 11 014000830917 & 11 014000820900, FULTON COUNTY, GEORGIA. THE SOURCE OF TITLE DESCRIPTION IS PER DEED BOOK 69968, PAGE 5, AFORESAID COUNTY. THE CURRENT OWNER, AS PER THE REFERENCED WARRANTY DEED IS BROOKSIDE CONCOURSE SLM EPA, LLC. THE CURRENT PROPERTY ADDRESS IS 4400 & 4425 ALEXANDER DR, ALPHARETTA, GA 30022.

SURVEY NOTES:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN AVERAGE HRMS OF 0.04'.
2. FIELD MEASUREMENTS WERE TAKEN WITH A MULTI-FREQUENCY CARLSON GNSS BRX7 BASE RECEIVER AND BRX7 ROVER ON APRIL 22, 2026. DISTANCES SHOWN ARE GROUND DISTANCES.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 533,428'.
4. THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH AS SHOWN HEREON. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.
5. 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 NAD 83 - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE.
6. ALL OBSERVED ACCESS TO A PUBLIC WAY, SUCH AS CURB CUTS AND DRIVEWAYS ARE AS SHOWN.
7. THE RECORDS REFERENCED HEREON DO NOT CONSTITUTE A TITLE SEARCH AND ARE SHOWN FOR REFERENCE PURPOSES ONLY. THIS PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS AND EASEMENTS OF RECORD.
8. IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
9. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONALS ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67, IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO STATEMENTS, THE REQUIREMENTS OF LAW PREVAIL.

FLOOD NOTE:

ACCORDING TO FLOOD INSURANCE RATE MAP NO.: 13121C0086F, DATED SEPTEMBER 18, 2013, FOR THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

UTILITY NOTES & INFORMATION:

THE UTILITY INFORMATION SHOWN ON THIS PLAT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE EVIDENCE. SURVEYOR DOES NOT WARRANT THE EXACT SIZE, TYPE, LOCATION OF UTILITIES SHOWN AND NO GUARANTEE IS MADE THAT OTHER UTILITIES MAY EXIST ON SITE THAT MAY NOT BE SHOWN. THE ENGINEER, CONTRACTOR, ARCHITECT, OWNER AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

SURVEYOR'S CERTIFICATE

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.

KEVIN R. SETTLES, GA PLS - 3412

GEORGIA REGISTERED No. 3412 LAND SURVEYOR KEVIN R SETTLES

CITY OF ALPHARETTA SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND WILL BE PLACED DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAT; AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

KEVIN R. SETTLES, GA PLS - 3412 — DATE

OWNER'S 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 SUBDIVISION PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT THERE ARE NO PUBLIC DEDICATIONS ON THIS PROPERTY.

SUBDIVIDER — DATE

OWNER — DATE

CERTIFICATE OF MINOR SUBDIVISION PLAT APPROVAL

THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ALPHARETTA, GEORGIA CERTIFIES THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS OF THE ALPHARETTA UNIFIED DEVELOPMENT CODE INCLUDING ZONING REQUIREMENTS.

COMMUNITY DEVELOPMENT — DATE

LINE & CURVE TABLES

LINE	BEARING	DISTANCE
L1	S 16°45'08" W	62.71'
L2	S 32°41'37" W	7.85'
L3	S 68°01'43" W	42.61'
L4	S 48°11'50" W	22.91'
L5	N 61°15'50" W	28.28'
L6	N 14°23'43" E	46.67'
L7	N 43°34'10" E	61.49'
L8	N 16°17'53" W	75.91'
L9	N 50°31'03" E	43.86'
L10	S 60°28'38" W	49.50'
L11	N 10°16'14" E	58.20'
L12	S 68°03'59" W	23.91'
L13	N 54°38'46" E	46.54'
L14	N 87°23'14" W	19.94'
L15	N 66°29'52" E	32.85'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	130.03'	380.68'	S 54°30'26" E	129.40'
C2	192.90'	357.00'	S 46°25'05" E	189.41'
C3	21.72'	15.00'	N 13°52'48" E	19.87'
C4	130.80'	539.85'	N 48°25'01" E	130.48'
C5	337.28'	329.25'	S 74°04'11" E	322.73'
C6	112.95'	330.68'	S 54°30'28" E	112.40'
C7	201.77'	379.25'	S 59°57'52" E	199.40'

SYMBOL LEGEND

○	IRON PIN FOUND	⊛	GAS METER
◉	IRON PIN SET - #4 CAPPED REBAR	⊞	FIBER OPTIC MARKER
▣	CONCRETE MONUMENT FOUND	⊘	TELEPHONE JUNCTION BOX
♿	ADA PARKING	ⓓ	STORM DRAIN MANHOLE
◈	FIRE HYDRANT	ⓢ	SANITARY MANHOLE
⊠	WATER METER	⊕	CLEANOUT
⊠	WATER VALVE MARKER	-x-	FENCE LINE
⊗	WATER VALVE	-SS-	SANITARY SEWER
⚿	ELECTRICAL TRANSFORMER		

ABBREVIATION LEGEND

RBF	REBAR FOUND	TBM	BENCHMARK
CMF	CONCRETE MONUMENT	FFE	FINISH FLOOR ELEVATION
IPS	IRON PIN SET (#4 CAPPED REBAR)	PP	UTILITY POLE
R/W	RIGHT OF WAY	LP	LIGHT POLE
B/L	BUILDING LINE	SWCB	SINGLE WING CATCH BASIN
N/F	NOW OR FORMERLY	DWCB	DOUBLE WING CATCH BASIN
DB	DEED BOOK	DI	DRAIN INLET
PB	PLAT BOOK	YI	YARD INLET
PG	PAGE	HW	HEADWALL
D.E.	DRAINAGE EASEMENT	RCP	REINFORCED CONC. PIPE
N.T.S.	NOT TO SCALE	CMP	CORRUGATED METAL PIPE
P.O.C.	POINT OF COMMENCEMENT	HDPE	HIGH DENSITY POLYETHYLENE
P.O.B.	POINT OF BEGINNING	SSMH	SANITARY SEWER MANHOLE
GDOT	GA DEPT. OF TRANSPORTATION	CO	CLEANOUT
A	ARC LENGTH	CLF	CHAINLINK FENCE
R	RADIUS	TC	CLAY PIPE
B	CHORD BEARING	D.I.P.	DUCTILE IRON PIPE
C	CHORD LENGTH		

GRID NORTH - NAD 83
STATE PLANE - GA WEST

0 40 80

GRAPHIC SCALE - US SURVEY FEET

FRONTIER SURVEYING & MAPPING, LLC
1489 GRADY LEMONDS ROAD
SOCIAL CIRCLE, GA 30025

KEVIN R. SETTLES, PLS
678-209-3921
krsettles@frontiersurvey.com
GA LSF NO.: 001310

GEORGIA REGISTERED No. 3412 LAND SURVEYOR KEVIN R SETTLES

PROPOSED MINOR REPLAT FOR:

TEXAS BROOKSIDE CONCOURSE SLM EPA, LLC

Brookside Development - Parcel 1 - Buildings 500/600
Brookside Development - Parcel 2 - Tracts R, Z, AA & BB, Buildings 700/800
Land Lot 50, 82 & 83, 1st Land District, 1st Section
City of Alpharetta, Fulton County, Georgia

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

PROJECT NO.:	26KHE003
ISSUE DATE:	04/28/2026
SCALE:	1" = 40'
FIELD:	DBR
DRAWN BY:	KRS
CHECKED BY:	KRS

REVISIONS

DATE	DESCRIPTION

MINOR PLAT

SHEET 1 OF 1

STAFF REPORT

Department: Fire
Submitted By: Grace Orehosky
Meeting Date: July 20, 2026

AGENDA ITEM:

Ordinance: Fire Prevention and Protection Text Amendments
FIRST READING
Consideration of text amendments to Chapter 20, referred to as Fire Prevention and Protection, to amend provisions related to adoption of state minimum fire safety standards; definitions; appeals from decisions of the fire department; storage of explosives, blasting agents, and liquified petroleum gases; sprinkler installation requirements; outdoor burning regulations; emergency access for gated communities; emergency responders radio coverage and testing; special fire services and public safety plans; fire watch personnel and fire safety officer requirements; permit requirements for certain assembly events, temporary events, or planned activities; fire and life safety record retention; records reporting system requirements through the use of third-party inspection reporting software programs; compliance reporting; enforcement provisions; and for other purposes.

STAFF RECOMMENDATION:

Adopt amendments to Ordinance 20, Fire Protection and Prevention, to improve clarity, transparency, and administrative consistency within an existing state regulatory framework.

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:

The updated ordinance modernizes Alpharetta's legacy Chapter 20 by replacing older Alpharetta-specific technical fire construction provisions with direct references to the Georgia State Minimum Fire Safety Standards, the adopted International Fire Code (IFC), the International Building Code (IBC), and applicable NFPA standards. Rather than creating a new layer of local technical requirements, the ordinance is intended to clarify how adopted codes are administered and enforced locally so that developers, property owners, contractors, and residents have clear expectations and a more transparent review process.

The primary purpose of the ordinance changes is to improve transparency, consistency, and communication surrounding local code administration in Alpharetta. When reviewing the original Chapter 20 ordinance, Ordinance 220 (the original domestic sprinkler code), the current clean draft, and the Georgia State Minimum Fire Safety Standards together, the ordinance reflects a continuation and modernization of existing administrative authority rather than the creation of entirely new local fire protection mandates. The ordinance is therefore intended to clarify administration, design criteria, occupancy classifications, review procedures, and enforcement mechanisms for standards already authorized or enforceable under the Georgia State Minimum Fire Safety Standards and the authority of the local Authority Having Jurisdiction (AHJ). State-adopted codes already delegate many

implementation details to the local Authority Having Jurisdiction (AHJ), including decisions involving fire access, hydrant placement, emergency radio coverage, fire department connections, and emergency override requirements for gates located on fire access roads. For example, the IFC already requires gates on fire access roads to include emergency override capabilities, but the specific override method is determined by the local AHJ. The ordinance clarifies those local administrative expectations directly within the City Code so applicants better understand the process upfront, reducing uncertainty, minimizing delays, and streamlining economic development activity.

The ordinance should therefore be viewed primarily as an administrative modernization and transparency initiative rather than the creation of new local fire design mandates. Framing the ordinance in this manner is important because portions of the clean draft could otherwise be interpreted as creating entirely new local sprinkler requirements, which is not the intended purpose of the update. The stronger and more legally defensible position is that Alpharetta is clarifying how already-adopted state standards are administered, reviewed, and enforced locally under the authority delegated to the AHJ through Georgia's State Minimum Fire Safety Standards framework. By consolidating references to adopted state codes and clarifying where local administrative approval is required, the City creates a more predictable development environment while reducing the risk of inconsistent interpretation or perceived regulatory overreach. This approach also benefits the City by clearly documenting the basis for enforcement decisions, establishing objective expectations for applicants, and improving communication between developers, design professionals, and city staff throughout the permitting and inspection process.

Several portions of the draft also improve operational clarity by consolidating records requirements, adding event-notification thresholds for large gatherings, defining fire watch personnel and fire safety officers, and updating references to current adopted codes and standards. These updates support more efficient administration while maintaining alignment with the statewide fire-safety framework already adopted by Georgia.

Council can therefore reasonably present the ordinance as a modernization package designed to improve clarity, transparency, and administrative consistency within an existing state regulatory framework. The intent is to provide clearer pathways for compliance, improve communication during development review, and support economic development by making local code expectations easier to understand and administer for all parties involved.

ALTERNATIVES:

Do not adopt the recommended amendments.

ATTACHMENTS:

1. Ordinance Adopting Chapter 20 Amendments
2. 2026.07.13 Ch. 20 EDITS - REDLINED COPY

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 20 OF THE CODE OF THE CITY OF ALPHARETTA, REFERRED TO AS THE FIRE PREVENTION AND PROTECTION ORDINANCE; TO PROVIDE FOR EFFECTIVE DATES; AND FOR OTHER PURPOSES

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

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City of Alpharetta, Georgia, the Mayor and City Council desire to amend Chapter 20 of the Code of the City of Alpharetta, Georgia, referred to as the Fire Prevention and Protection Ordinance; and

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

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

- Chapter 20 of the City of Alpharetta Code of Ordinances is here by repealed and replaced with Exhibit "A," attached hereto.

1. Severability

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

2. Effective Date

This Ordinance shall be effective immediately upon adoption.

3. **Repealer**

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

SO ORDAINED, this ____ day of _____, 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: _____

EXHIBIT A

Chapter 20 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 20-1. Adoption and enforcement of state minimum fire safety standards.

The state minimum fire safety standards in the rules and regulations promulgated pursuant to O.C.G.A. § 25-2-1, et seq., also known as the State Minimum Fire Safety Standards, are adopted by reference and as amended by the state from time to time. The Alpharetta Fire Department is authorized to enforce the State Minimum Fire Safety Standards in all buildings identified in O.C.G.A. § 25-2-13, and also in all commercial buildings, commercial properties, and places of public assembly within the City of Alpharetta. The Fire Chief, or designee thereof, shall be responsible for the administration, plan reviews, permitting reviews, inspections and enforcement required by such minimum fire safety standards and all applicable City ordinances related to fire and life safety within the City. At any time that the minimum standards are revised by the state, such revisions shall be incorporated into the City's standards, provided that nothing herein shall prohibit the City from adopting fire safety provisions more stringent than the state standards. The term *designee* shall mean a City employee, a qualified contractor, or a qualified consultant retained by the City, who has been expressly authorized in writing by the Fire Chief or Fire Marshal to perform specified duties under this article, and who possesses any certifications, licenses, or qualifications required by applicable law or City policy.

Sec. 20-2. Same—Modifications.

The Chief of the Fire Department shall have the power to waive any of the requirements of the fire prevention code upon application in writing by the owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the intent of the code shall be observed, public safety secured, and substantial justice done. The particulars of such waivers, when granted or allowed, and the decision of the Chief thereon, shall be entered upon the records of the department, and a signed copy shall be furnished by the applicant.

Sec. 20-3. Same—Appeals.

(a) *Applicability.* This section applies to appeals of decisions made by the Alpharetta Fire Department in the administration and enforcement of this chapter and other City fire prevention ordinances. Nothing in this section shall limit or supersede the authority of the Georgia State Fire Marshal as provided under state law.

(b) *Procedure*. Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code have been misconstrued or wrongly interpreted, the applicant is permitted to appeal from the decision of the Chief of the Fire Department to the City Council within 30 days from the date of the decision appealed. Within 30 days of receipt of such appeal, the Chief shall issue a written determination affirming, modifying, or vacating the decision. The decision of the Chief of the Fire Department may be reviewed by the City Council at the request of the applicant. Such a request must be submitted in writing within 15 days of the Chief’s written decision. The request must specify the basis for the challenge of the Chief’s decision. Following submission of a request, the matter will be placed for a hearing on the City Council’s next available agenda. The City Council may consider the record prepared by the Fire Chief, any additional input from the Chief during the hearing, as well as any information put forth at the hearing by the individual requesting council review.

Sec. 20-4. Sprinkler installation and protection.

(a) *Purpose*. Certain properties within the incorporated limits of the City of Alpharetta, as designated in subsection (c), may be required to install and maintain a sprinkler system. Any such system must be designed in accordance with the National Fire Protection Association (NFPA) standards and adhere to the requirements set forth in this section of the Code. If this section in any way conflicts with the provisions in the International Building Code, the International Fire Code, or other applicable codes adopted by the City, the more restrictive shall apply. .

(b) *Occupancy classifications*. The standards set forth in this section shall be set based on the following occupancy classifications.

(1) *Class 1 occupancy* covers manufactured homes, a detached residential structure designed for single-family occupancy, and attached residential structures designed with a maximum of two dwelling units for single-family occupancy, such as a duplex.

(2) *Class 2 occupancy* covers attached residential structures designed with three or more attached dwelling units for single-family occupancy, such as townhouses, and multi-family residential structures, such as apartments and condominiums.

(3) *Class 3 occupancy* covers all commercial-based structures.

(c) *Voluntary sprinkler protection system*. Class 1 dwellings may voluntarily install a sprinkler system. Any such properties opting to install such a system must comply with the design criteria established in NFPA 13D as adopted by Georgia's Office of Insurance and Safety Fire Commissioner.

(d) *Required sprinkler protection system*. If not otherwise required by the State Minimum Rules and Regulations as adopted by the City, the following buildings shall be protected with an approved sprinkler system as follows:

(1) *Class 2 Occupancies*. All Class 2 residential dwellings shall be constructed with a sprinkler system that complies with the design criteria established in NFPA 13R or NFPA 13D, per the respective International Residential Code or International Building Code, as adopted by Georgia's Office of Insurance and Safety Fire Commissioner.

(2) *Class 3 Occupancies*. In addition to requirements instituted by the State of Georgia, the City of Alpharetta shall require sprinkler systems in the following commercial properties:

a. Mercantile occupancies exceeding 5,000 square feet or, if less than 5,000 square feet, if the building is more than one-story in height. This requirement shall not apply if 50% or more of the square footage is a covered open air structure, such as a pavilion;

b. Business occupancies exceeding 7,500 square feet, unless otherwise required by state or local law;

c. Storage occupancies exceeding 5,000 square feet, unless otherwise required by state or local law;

d. Industrial occupancies exceeding 5,000 square feet, unless otherwise required by state or local law;

e. Buildings that have a primary use of educational occupancy, with the exception of mobile or portable classrooms or modular units of less than 5,000 square feet.

e. All strip malls, regardless of occupancy use. For the purposes of this section, strip mall means a single building or group of attached buildings arranged in a linear configuration containing two or more separate commercial tenant spaces that share common walls and are served by a common parking area, with each tenant space having a separate public entrance directly accessible from the exterior of the building.

(3) *Assembly occupancies*. If not otherwise required by the State Minimum Rules and Regulations as adopted by the City, the following assembly occupancies shall be protected with an approved, electrically supervised automatic sprinkler system:

a. Assembly occupancies with festival seating.

b. Places of worship.

c. Restaurants.

d. Bars.

e. Nightclubs.

f. Dance Halls.

g. Discotheques

(e) *Applicability*. This section shall apply to all new buildings and to any existing buildings or structures that shall be deemed a new building due to substantial renovations or modifications. “Substantial renovation” shall mean any construction project of such building or structure costing more than the building’s or structure’s gross assessed value according to the Fulton County tax assessor at the time of starting such renovation. “Substantial modification” shall mean either an interior modification that involves an aggregate of 50% of existing square feet or greater or in which a change in occupancy class triggers the existing provisions of this code section. The property owner is responsible for the inspection and testing of the sprinkler system in accordance with the rules of the state safety fire commissioner on all structures required to have sprinkler systems.

(f) *Authority of the Fire Marshal*. The Alpharetta Fire Marshal has authority to require a Class III sprinkler system for any structure or occupancy that does not fall under one of the above listed classifications if the building or structure is deemed to be hazardous, regardless of building size. The Fire Marshal shall have the power to enforce the requirements in this section including issuing a notice to any property owner in non-compliance with this section and a set date to come into compliance, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, may apply to the Superior Court of Fulton County for an order requiring the property owner to comply, or any other legal remedies allowable under local and state law.

(g) *Effective date*. The requirements of this code section shall apply to the buildings and properties with land disturbance or building permits issued on or after July 1, 2026.

Sec. 20-5. Outdoor burning prohibited.

(a) Except as otherwise provided by law, or as otherwise set forth in this Code, no persons shall cause, suffer, allow or permit open burning of refuse, rubbish, brush, wood, trash, leaves, tree limbs or other combustible materials anywhere in the City.

(b) The following are exceptions to the prohibition on outside burning:

(1) Outdoor burning in connection with the preparation of food for immediate human consumption;

(2) Campfires and fires used solely for recreational or ceremonial occasions, provided that the burning is approved in advance by the Fire Department and conducted pursuant to such conditions as the Fire Department may require;

(3) Burning for the purpose of training private firefighting personnel when conducted in accordance with the guidelines set forth by the Department of Natural Resources, subject to approval of the Fire Chief;

(4) Burning associated with the operation of devices that require open flames, such as tar kettles, blow torches, welding torches, portable heaters and other flame-making equipment, provided that the use of such equipment does not violate other local or state laws and appropriate safety measures are used; and

(5) Burning associated with the disposal of packaging materials previously containing explosives, in accordance with the U.S. Department of Labor Safety Regulations.

(6) Fires in recreational fire pits, as defined in the Unified Development Code (the "UDC") and subject to the size and location requirements contained in the UDC. Such fires are not required to be approved in advance by the Fire Department and are not limited to cooking purposes. Fires in fire pits must be attended at all times, and smoke from a fire pit that creates a nuisance is prohibited. For the purposes of this section only, nuisance is defined as smoke that enters a neighboring home with windows and

doors closed. If the Fire Department receives complaints from more than one neighboring household within a twenty-four hour period, the incident commander or officer in charge of the responding apparatus shall respond to the scene, inspect the fire, and make a reasonable determination based upon the nuisance standard in this section as to whether the fire should be extinguished and whether if a police officer or code enforcement officer shall issue a warning or citation.

(c) *State burn ban.* The exceptions listed in this subsection (b) shall not apply during any statewide burn ban or other prohibition on open burning issued by the Georgia Environmental Protection Division, the Georgia Forestry Commission, or other authorized state or county agency. During such periods, all outdoor burning within the City shall be prohibited except where expressly authorized by state law.

(d) The Fire Chief, or designee, Code Enforcement Manager, or designee, shall be responsible for the enforcement of the provisions of this section, and may issue citations for violations thereof. Any person violating any provision of this section shall be fined no more than $1,000.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition, any person violating any provision of this section which results in a fire requiring the response of the Fire Department shall also be liable for the costs incurred by the Fire Department in responding to the fire, including actual labor costs, costs of equipment operation, and costs of materials.

Sec. 20-6. Plan Review.

(a) *Plan Review*. The Fire Chief, or designee, shall review construction documents, development plans, and permit applications for new construction, alterations, renovations, and changes of occupancy to ensure compliance with applicable fire and life safety requirements , as required by the adopted fire codes, state minimum fire safety standards, or City ordinances, to ensure compliance with applicable fire and life safety requirements. Such review shall include, but not be limited to:

(1) Fire protection and fire alarm systems;

(2) Fire department access, fire lanes, and emergency vehicle access;

(3) Water supply for fire protection, including fire hydrant placement and fire flow requirements;

(4) Means of egress and life safety provisions affecting emergency evacuation;

(5) Accessibility and operational readiness of fire protection systems and equipment; and

(6) Any other fire and life safety requirements established by the adopted fire codes, state minimum fire safety standards, or City ordinance.

(b) *Inspections and approvals.* The Fire Chief, or designee, shall conduct inspections and approve fire protection systems, Fire Department access, and other fire and life safety features required by applicable codes prior to occupancy or use of any building or structure.

(c) *Coordination with other City departments.* Nothing in this section shall prohibit coordination with other City departments responsible for building permitting, zoning, or development review; however, all matters pertaining to fire protection, fire prevention, life safety, and emergency access shall remain under the authority of the Fire Chief or the Fire Chief's designee.

Sec. 20-7. Emergency access requirements for gated communities.

(a) *Purpose*. Response to an emergency by the Fire Department and other emergency response departments risks being delayed without immediate access to a property or building. There are a number of residential

subdivisions and other buildings or properties in the City of Alpharetta with gated or controlled access across the fire apparatus access road. When emergency vehicles and personnel experience difficulty promptly accessing areas closed with gates or barriers it creates a risk to public health, safety, and welfare of the community. The International Fire Code mandates that such gates to have approved emergency override equipment, as approved by the local jurisdiction. The intent of this section is to:

(1) Promote health, safety, and general welfare of the public by establishing standards for installation of equipment, as approved by the City Fire Marshal, to facilitate access to emergency vehicles and persons during emergency situations;

(2) Provide standards for accessing gated communities during emergencies by persons and emergency vehicles of the Fire Department, police department and other emergency responders;

(3) Reduce delays that can be caused by gated or controlled access to a community, property, or building.

(b) *Effective date*. Effective July 1, 2026, all newly installed automated gates installed across fire apparatus access roads must be equipped with an approved system that allows for operation of the gate by emergency responders by way of their radio transceivers. A list of approved equipment shall be maintained by the City Fire Marshal. Any existing gate or barrier located across a fire apparatus access road shall be brought into compliance with this section whenever:

(1) The gate or barrier is replaced;

(2) The gate operating system or access-control system is replaced;

(3) A permit is required for reconstruction, relocation, or modification of the gate or barrier; or

(4) Work is performed that materially affects emergency responder access capabilities.

(c) *Definitions*. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(d) *Approved gate* means those gates approved, in writing, by the Fire Marshal to be in compliance with all requirements of this section.

(e) *Emergency* means any event within the municipal limits of the City of Alpharetta that requires the immediate response of the Fire Department, police department, emergency medical, or other emergency response departments for situations arising from, but not limited to, fire, explosion, acts of God, situations of a physical or mental condition where a delay risks a person's health, or any situation in which there is an imminent danger or threat to life, health, or property.

(f) *Fire Apparatus Access Road* means a designated pathway, as defined by the International Fire Code, that allows fire engines to reach buildings and property.

(g) *Gated or controlled access community* means a community, property or building that is enclosed within a geographical area by restrictive gates that is intended to control or limit vehicular access.

(h) *Radio-controlled system* means an emergency access control system that opens gates and other such barriers when an emergency responder clicks (pulses) their radio transceivers on a restricted FCC radio frequency typically allocated to public safety agencies.

(i) *Requirements*. When a gated or controlled access community or facility contains a vehicle access gate or barrier across the fire apparatus access road, the gate or barrier shall be equipped with a radio-controlled system, approved by the Alpharetta Fire Marshal, that is capable of receiving access commands from public safety radio transceivers. In addition, the gate or barrier shall be equipped with an approved redundancy emergency override. A list of approved redundancy emergency override equipment shall be kept by the Fire Marshal.

(j) *Review*. As part of the building permit process for new construction, or the remodeling or rebuilding of gates, including efforts to comply with this section, a request for such approval must be submitted to the Fire Marshal on applications prepared by his or her office. The forms should, at a minimum, require

information on the manufacturer for the radio-controlled system, the installation contractor's name and contact information, and exact locations for entry by emergency personnel to the property. A reasonable fee for the review of the application may be periodically set and amended as needed.

(k) *Approval*. Within 30 days of receiving an application, the Fire Marshal shall render a decision as to whether the submitted radio-controlled system meets the requirements of this section to allow emergency access for the Fire Department, police department, emergency medical or other emergency responders. Once the radio-controlled system is installed, the applicant must notify the Fire Marshal within 15 days and the Fire Marshal, or designee, shall test and approve the operation and compatibility of the equipment. If such tests of a controlled gate across a fire apparatus access road fails, the gate must remain open to all vehicular traffic until the issue is resolved and the Fire Marshal, or designee, provides approval. A reasonable fee for having to re-test the system may be periodically set and amended as needed.

(l) *Waivers*. The Fire Marshal shall have the power to waive any of the requirements of this section upon application in writing by the owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the requirements, provided that the intent of the code shall be observed, public safety secured, and substantial justice done. The particulars of such waivers, when granted or allowed, and the decision of the Fire Marshal shall be entered upon the records of the Fire Department, and a signed copy shall be furnished by the applicant.

(m) *Maintenance and Responsibility*. The property owner or lessee, or duly authorized agent of same, for gated or controlled access communities is required to maintain the radio-controlled system and ensure it is capable of receiving access commands from public safety radio transceivers. All costs associated with implementing the required radio-controlled system, maintaining such system, and removal of any unapproved system shall be the responsibility of the property owner, lessee, or duly authorized agent responsible for the property and the controlled access gate or barrier.

(n) *Enforcement*. The Fire Marshal shall have the power to enforce the requirements in this section including issuing a cease and desist notice to any property owner in non-compliance with this section and a set date to come into compliance, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, or may apply to the Superior Court of Fulton County for an order requiring the property owner to remove any gates or barriers across fire apparatus access roads that do not meet the requirements of this section.

Sec. 20-8. Emergency responders radio coverage and testing.

(a) *Purpose*. Emergency responder radio coverage systems shall be provided, tested, and certified where required by the adopted International Fire Code, NFPA 1225, and applicable Georgia State Minimum Fire Safety Standards. Testing and certification required for issuance of a certificate of occupancy or final approval shall be performed only by vendors approved by the North Fulton Regional Radio System Authority (NFRRSA).

(b) *Definitions*. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved vendor means a company or individual that has been reviewed, qualified, and listed as an approved service provider by the NFRRSA,

Certification means the formal documentation confirming that an ERRC system complies with IFC Sec. 510 and all applicable City and NFRRSA requirements.

Emergency Responder Radio Coverage means a system designed to enhance in-building radio signal strength for first responders as required under IFC Sec. 510.

Initial testing means the first comprehensive performance and compliance testing of a newly installed ERRC system prior to its approval for operation use.

Minimum signal strength means the minimum required radio signal strength within a building, set by the City and NFRRSA as -95 decibels per milliwatt (dBm) and a delivered audio quality (DAQ) no less than 3.0.

Needs assessment testing means the evaluation process conducted to determine whether a building or structure requires an ERRC system, as specified in IFC Sec. 510 and any adopted amendments.

(c) *Requirements*. Needs assessment testing and initial testing must be performed by an approved vendor. Certification for an ERRC system will only be issued following satisfactory testing by an approved vendor. All testing must be completed and approved by the Fire Marshal before a certificate of occupancy can be issued.

(d) Pathway infrastructure for new construction.

(1) Any newly constructed building, structure, or occupancy required under adopted fire codes, IFC Section 510, or this Code, to undergo emergency responder radio coverage testing, or needs assessment testing, shall be provided with reasonable pathway infrastructure to facilitate future installation of an emergency responder radio coverage system if later required.

(2) Pathway infrastructure may include conduit, raceways, riser access pathways, designated equipment space, electrical capacity, and other construction features reasonably necessary to reduce delay, demolition, or excessive retrofit costs associated with future ERRC system installation.

(3) Specific pathway requirements may be established by administrative policy, plan review standards, or technical guidance issued by the Fire Marshal in coordination with applicable building officials.

(e) *Enforcement and penalties*. The Alpharetta Fire Department shall have the power to enforce this code section. Failure to comply with the ERRC requirements may result in revocation of building permits or certificates of occupancy, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, or any other legal action as permitted under local and state law.

Sec. 20-9. Enforcement Powers

The Chief of the Fire Department, or his designees or officers, are authorized to enforce the provisions of the fire prevention code and this chapter. This authority shall include the power to arrest by the issuance of a citation and impose penalties in accordance with Section 1-8 of the this Code. With respect to this Chapter 20, the Chief of the Fire Department may, but in no way is required to, promulgate, and from time to time amend, a list of applicable fees and penalties.

Secs. 20-10 – 20-61. Reserved

ARTICLE II. CLEAN-UP, ABATEMENT, REMOVAL OF DEBRIS, HAZARDOUS MATERIAL OR REFUSE

Sec. 20-62. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Debris means any loose material not attached to the land or any structure, or the remains of anything broken or destroyed.

Fire Chief means the Fire Chief of the City or an appointed designee.

Hazardous material means any material that, because of its quantity, concentration or physical or chemical characteristics, poses significant present or potential hazard to human health and safety if released into the

environment. Hazardous materials include, but are not limited to, explosives, pyrotechnics, flammable gas, flammable liquid, poisonous gas, poisonous liquid, irritating material, material that causes diseases in humans, radioactive material, corrosive material, or liquefied petroleum gas.

Refuse means all waste substances, including garbage, as well as combustible and non-combustible wastes.

Sec. 20-63. Deposit or release of debris, hazardous material and refuse; clean-up or abatement; liability for costs.

In the event the City Fire Department is summoned to clean up or abate the effects of any deposit or release of debris, hazardous material or refuse in the City, the following described persons shall be jointly and severally liable to the City for the payment of all costs incurred by the City as a result of such clean-up or abatement activity:

(1) Any person whose negligent or willful act or omission proximately caused such deposit or release;

(2) The person who owned or had custody or control of the debris, hazardous material or refuse at the time of or immediately prior to such deposit or release, without regard to fault or proximate cause; and

(3) The person who owned or had custody or control of the container which held such debris, hazardous material or refuse at the time of or immediately prior to such deposit or release, without regard to fault or proximate cause.

Sec. 20-64. Verification and supervision.

In the event that any person other than a member of the City's Fire Department undertakes, either voluntarily or upon order of the Fire Chief or other City official, to clean up or abate the effects of the deposit or release of any debris, hazardous material or refuse, the Fire Chief may take such action as is necessary to supervise or verify the adequacy of the clean-up or abatement. The persons described in section 20-63 shall be liable to the City for all costs incurred as a result of such supervision or verification.

Sec. 20-65. Determination of costs; charges for service; disposition of funds; fee schedule.

(a) The charges to persons under this article shall be based on actual costs incurred by the City and shall include, but shall not necessarily be limited to, actual labor costs or City personnel, including benefits and administrative overhead, cost of equipment operation, cost of materials obtained directly by the City and the cost of any contract labor and materials. Labor costs shall be based on the current fiscal year salary and benefit budget established for each employee. Equipment costs shall be based on the equipment cost schedule established in the City's financial system. The cost for materials used shall be based on the actual costs incurred to purchase, lease, or contract for goods and/or services during clean-up and abatement activities.

(b) The charges for the provision of services under this article shall be binding upon all persons liable under this article as well as their successors in interest, assigns, estates and heirs.

(c) All moneys received under this article shall be placed in a general fund revenue account.

Sec. 20-66. Fire suppression services.

The authority to recover costs under this article shall not include actual fire suppression services which are normally or usually provided by the City's Fire Department.

Sec. 20-67. Collection of charges.

The City may enforce the provisions of this article by civil actions in an appropriate court for the collection of amounts due or other appropriate relief.

Sec. 20-68. Service not to be refused for nonpayment.

Nothing in this article shall authorize any City department or City personnel to refuse or delay any service to any person who has not reimbursed the City as provided in this article.

Secs. 20-69—20-90. Reserved.

ARTICLE III. RECORD RETENTION AND COMPLIANCE FILING OF FIRE AND LIFE SAFETY RECORDS

Sec. 20-91. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Facility means a commercial, industrial, or multi-family facility, complex, building, or structure within the municipal limits of the City of Alpharetta, Georgia.

Record means any report, memorandum, correspondence, or the like related to any fire and life safety systems inspection, test, and required maintenance conducted at the intervals prescribed in any applicable fire code (see e.g., Georgia Comp. R. & Regs. 120-3-3-.01 et seq.).

Record custodian shall mean the third party, of the City's choosing, providing reporting and document/data management and storage system software for records.

Sec. 20-92. Record retention and compliance reporting.

(a) *Record retention requirements*. All records related to a facility and any of the following systems shall be maintained on the premises of the facility, or in an approved electronic records system accessible to the owner or operator, in a location where records may be safely stored and, upon request, produced in a timely manner, for a period of not less than three (3) years from the date the record was created:

(1) Automatic fire sprinkler system(s);

(2) Fire alarm system(s);

(3) Commercial hood cleaning(s);

(4) Commercial hood suppression system(s);

(5) Standpipe system(s);

(6) Smoke control system(s);

(7) Private hydrant system(s);

(8) Fire pump(s);

(9) Spray paint booth(es);

(10) Emergency generator(s);

(11) Clean agent suppression system(s); and

(12) Any other fire protection or life safety system required by adopted fire codes.

(b) *Compliance reporting*. Copies of inspection reports, testing reports, maintenance records, deficiency reports, and code compliance certificates for the systems listed above shall be submitted through a reporting platform, software system, or other method approved by the Fire Chief or Fire Marshal.

(c) *Administrative fees*. Reasonable administrative or processing fees associated with compliance reporting requirements in this section may be established in the City's adopted fee schedule, as amended periodically.

(d) *Applicability*. The requirement of this section shall apply to all commercial facilities, complexes, or buildings, including without limitation to all multi-family dwellings.

(e) *Enforcement*. Failure to maintain records, produce records upon request, or submit required compliance reports shall constitute a violation of this chapter and may result in citations or other enforcement remedies authorized by law.

Secs. 20-93—20-95. Reserved.

ARTICLE IV. SPECIAL FIRE SERVICES AND PUBLIC SAFETY PLANS

Sec. 20-96. Purpose.

The purpose of this article is to protect the health, safety, and welfare of persons attending certain assemblies within the City of Alpharetta by providing for fire watch personnel, fire safety officers, standby fire personnel, and requiring public safety plans when necessary for life safety.

Sec. 20-97. Authority.

The authority to implement and enforce this article is granted under Sections 403.11.1 and 403.11.2 of the International Fire Code and the State Minimum Fire Safety Standards. This article is intended to supplement the adopted ordinances related to Chapter 20, Fire Prevention and Protection and should not be interpreted as limiting all enforcement authority granted to the City via state and local law.

Sec. 20-98. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fire Safety Officer shall mean a person approved and designated by the Fire Marshal, or designee thereof, to provide fire and life safety oversight during an event, activity, or operation presenting elevated fire risk. A Fire Safety Officer is responsible for monitoring compliance with fire safety requirements, identifying unsafe conditions, coordinating emergency response actions, and serving as the Fire Department's on-site representative for life safety matters.

Fire Watch Personnel shall mean person(s) approved by the Fire Marshal, or designee thereof, to continuously monitor a building, structure, or event location for fire hazards, life safety conditions, and compliance with fire safety requirements when required fire protection systems are impaired or when otherwise directed by the Fire Department. Fire watch personnel are responsible for observation, hazard reporting, and initiating emergency notification procedures but shall not be responsible for directing emergency operations.

Permanent Venue shall mean a building, structure, or fixed facility designed, constructed, and routinely used for assembly occupancies or events involving the gathering of people. Permanent venues include, but are not limited to, theaters, arenas, stadiums, concert halls, convention centers, auditoriums, and similar facilities that are approved for assembly use under applicable building and fire codes and operate on a recurring or ongoing basis.

Special Use Location shall mean a building, structure, property, or outdoor area not normally used or approved as a permanent assembly venue but temporarily utilized for an event, gathering, or activity involving the assembly of people. Special use locations may include temporary event sites, tents, festival grounds, parking lots, parks, streets, warehouses, construction sites, or other locations where assembly activities occur on a temporary or limited basis and where additional fire and life safety oversight may be required.

Sec. 20-99. Fire watch personnel and fire safety officers.

(a) *Notification to the Fire Department of certain locations where people congregate.*

(1) A property owner, occupant, event organizer, promoter, permit holder, tenant, or other person responsible for any place of assembly, special event, or location where persons congregate within the City of Alpharetta shall notify the Fire Department, in a manner prescribed by the Fire Chief, prior to any event, gathering, or activity meeting one of the following conditions:

a. Attendance is reasonably anticipated to exceed three thousand (3,000) persons at any time; or

b. Attendance as reasonably anticipated to exceed one thousand (1,000) persons at any time where alcoholic beverages are permitted to be sold, served, distributed, or consumed on the premises or event site; or

c. Use of a property, structure, or space in a manner inconsistent with or exceeding the approved occupancy classification, operational conditions, or occupant load established by the certificate of occupancy or applicable permits; or

d. Temporary assembly uses, including festivals, concerts, exhibitions, fairs, outdoor gatherings, or similar activities not routinely conducted at the location; or

e. The installation or use of temporary structures, stages, tents, canopies, generators, cooking operations, amusement devices, special effects equipment, or similar temporary installations; or

f. The use of pyrotechnics, open flame devices, hazardous materials, fireworks, or flame-producing effects; or

g. Any known impairment, outage, or reduction in required fire protection systems, fire alarm systems, emergency communications systems, or means of egress during the event or activity; or

h. Conditions expected to impede emergency vehicle access, emergency egress, or crowd movement; or

i. Any other condition identified by the Fire Chief, or designee, that materially increases fire, life safety, crowd management, emergency access, or emergency evacuation risks beyond those normally associated with the approved occupancy or use of the premises.

(2) Notification shall be made no less than ten (10) days prior to the event or assembly unless waived by the Fire Chief, or designee thereof.

(3) The responsible party shall provide accurate and timely information sufficient for the Fire Department to assess fire and life safety conditions, including any information requested relating to occupancy, event activities, temporary installations, special hazards, fire protection systems, and operational conditions.

(4) Failure to timely disclose material information or changes in conditions to the Fire Department shall constitute a violation of this chapter.

(5) Nothing in this section shall prohibit a property owner, occupant, event organizer, promoter, permit holder, tenant or other person responsible for any place of assembly, special event, or location where persons congregate within the City from notifying the Fire Department and requesting review if unsure whether one of the required conditions is met.

(b) *Determination of need*. In the Fire Department's evaluation of whether fire watch personnel and/or fire safety officers are necessary for public safety, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, may consider the following factors.

(1) The number of persons present or anticipated to be present;

(2) The nature of the planned performance, exhibition, display, contest or activity;

(3) Whether temporary structures, stages, tents, canopies, cooking operations, or special effects are proposed;

(4) Whether pyrotechnics, open flame effects, or hazardous materials will be utilized;

(5) Any known impairment, outage, or reduction of fire protection or life safety systems at the location;

(6) Whether the planned activity will operate at or near the approved maximum occupancy load;

(7) Prior compliance history or prior safety issues involving the property or organizer; and

(8) Any other condition that, in the judgment of the Fire Chief, Fire Official, Fire Marshal, or designee thereof, creates an elevated fire or life safety risk.

(c) Based upon the above risk assessment, and the nature of the assembly or occupancy, the Fire Department may require fire watch personnel, fire safety officers, set operational conditions, reductions in occupancy, additional safeguards, public safety plan, or other reasonable life safety measures as determined by the Fire Department as a condition of event operation or continued occupancy on the property.

(d) When fire watch personnel or fire safety officers required by the Fire Chief, Fire Official, Fire Marshal, or designee thereof, the owner, agent, lessee, event organizer, or other responsible party is required to

provide and identify such personnel or officers as required and approved by the Fire Department through a program, roster, or vendor approved by the Fire Marshal. The Fire Marshal, or designee, shall establish and verify minimum training, qualification, and competency requirements for individuals performing these duties. Individuals performing fire watch or fire safety officer duties shall be reviewed and approved by the Fire Marshal, or designee, prior to performing such duties and must demonstrate training, qualifications, and competency as established by the Fire Department.

(e) The designated fire watch personnel or fire safety officers shall be subject to the orders of the Fire Marshal, or designee thereof, and shall:

(1) Be identifiable as fire watch personnel or fire safety officers;

(2) Remain on duty during the times the location is open to the public, when the activity necessitating such personnel or officers is being conducted, or while an elevated fire or life safety risk remains, as determined by the Fire Marshal, or designee thereof.

(3) Monitor compliance with fire and life safety statutes, ordinances, and regulations;

(4) Identify any hazardous conditions and immediately report such conditions to the Fire Marshal, or designee thereof;

(5) Initiate emergency notification procedures when necessary;

(6) Maintain documentation or a log of fire watch activities to be maintained in the records of the Fire Department.

(f) Notwithstanding the requirements of this section, nothing shall prohibit an owner, agent, lessee, event organizer, or other responsible party from requesting fire watch personnel or fire safety officers. The same requirements under this section are applicable whether the City determines such personnel or officers are necessary or if provided upon request.

Sec. 20-100. Standby Fire Department personnel and apparatus.

Whether standby Fire Department personnel or fire apparatus is deemed necessary for public safety in a place of assembly or location where persons congregate within the City of Alpharetta, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall consider the following factors in determining the level of staffing or equipment required:

(1) The anticipated occupant load at the location of the planned activity;

(2) The complexity of the planned activity and the complexity of the location at which the activity is held

(3) The status and condition of the location's fire protection system;

(4) The conditions of access and egress, particularly should an emergency arise;

(5) The anticipated response impact in an emergency; and

(6) Any other condition that in the opinion of the Fire Chief, Fire Official, Fire Marshal, or designee thereof, creates an elevated life safety risk.

Sec. 20-101. Responsibility for costs.

(a) The costs for fire watch personnel, fire safety officers, standby Fire Department personnel, or standby fire apparatus shall be the responsibility of the owner, agent, lessee, event organizer, or other responsible party.

(b) The Fire Department is authorized to establish and collect fees to recover its costs. The recommended fees shall be prepared by the Fire Department which may be amended from time to time.

(c) Following the planned activity or event, the Fire Department shall provide written notice of assessed fees to the identified responsible party, whether person, firm, partnership, limited liability company, corporation, or other organization.

(d) Assessed fees shall be paid within sixty (60) days of the date of the assessment and shall be interest of ten (10) percent per annum from the date when such fees become due. The City may pursue collections and/or proceed in a court of valid jurisdiction to collect any fees unpaid under this section. Additionally, failure to pay assessed fees may result in the denial, suspension, or revocation of any current or future permits for planned activities or events.

Sec. 20-102. Public safety plan requirements.

(a) Whether the development and approval of a public safety plan is required for an indoor or outdoor gathering of persons in the City of Alpharetta, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall consider and determine if the gathering would have an adverse impact on public safety by diminishing access to buildings, structures, fire hydrants, fire apparatus access roads, or other public safety services.

(b) When it is determined that a public safety plan is required, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall notify the owner, agent, lessee, event organizer, or other responsible party and shall identify one or more of the following factors that must be addressed in the public safety plan:

(1) Ingress and egress for emergency vehicles;

(2) Fire protection measures;

(3) Emergency egress and escape routes for attendees;

(4) Coordination with emergency medical services;

(5) Planned public assembly areas;

(6) Parking arrangements, including the directing of attendees and vehicles;

(7) Distribution of food concessions and vendors;

(8) Presence of law enforcement, fire personnel, and medical personnel or services;

(9) Weather monitoring program or personnel;

(10) Unified command coordination procedures.

Sec. 20-103. Permits.

(a) Any special assembly event, temporary event, planned activity, or assembly which is required by the Fire Department to have fire watch personnel, fire safety officers, operational conditions, reductions in occupancy, additional safeguards, a public safety plan, or other reasonable life safety measures, as established in this Article, must obtain a Fire Department permit prior to commencing the event, planned activity or assembly.

(b) Reasonable administrative or processing fees associated with compliance reporting systems may be established in the City's adopted fee schedule, as amended periodically.

(c) Failure to comply with the requirements of this article, or other applicable fire code regulations. may result in the Fire Chief, Fire Official, Fire Marshal, or designee thereof, suspending or revoking the permit.

(d) Violations of the permit or the requirements in this article may subject the property owner, agent, lessee, organizer, or other responsible party to citations or other enforcement remedies authorized by state or local law. Each day of continuing noncompliance shall constitute a separate offense.

Chapter 20 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 20-1. ~~Fire prevention code—~~Adoption~~.~~

~~As to~~ and enforcement of state minimum fire ~~prevention code, adopted by reference, see section 8-29(a)(3).~~ safety standards.

The state minimum fire safety standards in the rules and regulations promulgated pursuant to O.C.G.A. § 25-2-1, et seq., also known as the State Minimum Fire Safety Standards, are adopted by reference and as amended by the state from time to time. The Alpharetta Fire Department is authorized to enforce the State Minimum Fire Safety Standards in all buildings identified in O.C.G.A. § 25-2-13, and also in all commercial buildings, commercial properties, and places of public assembly within the City of Alpharetta. The Fire Chief, or designee thereof, shall be responsible for the administration, plan reviews, permitting reviews, inspections and enforcement required by such minimum fire safety standards and all applicable City ordinances related to fire and life safety within the City. At any time that the minimum standards are revised by the state, such revisions shall be incorporated into the City's standards, provided that nothing herein shall prohibit the City from adopting fire safety provisions more stringent than the state standards. The term *designee* shall mean a City employee, a qualified contractor, or a qualified consultant retained by the City, who has been expressly authorized in writing by the Fire Chief or Fire Marshal to perform specified duties under this article, and who possesses any certifications, licenses, or qualifications required by applicable law or City policy.

Sec. 20-2. Same—Modifications.

The ~~chief~~Chief of the ~~fire department~~Fire Department shall have the power to ~~modify~~waive any of the ~~provisions~~requirements of the fire prevention code upon application in writing by the owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the intent of the code shall be observed, public safety secured, and substantial justice done. The particulars of such ~~modification~~waivers, when granted or allowed, and the decision of the ~~chief~~Chief thereon, shall be entered upon the records of the department, and a signed copy shall be furnished by the applicant.

Sec. 20-3. ~~Same—New materials, processes or occupancies which require permits~~Same—Appeals.

~~The mayor and city council, or their designee, and the chief of the fire department shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the fire prevention code. The chief shall post such list in a conspicuous place in such chief's office, and distribute copies thereof to interested persons.~~

(a) *Applicability.* This section applies to appeals of decisions made by the Alpharetta Fire Department in the administration and enforcement of this chapter and other City fire prevention ordinances. Nothing in this section shall limit or supersede the authority of the Georgia State Fire Marshal as provided under state law.

Procedure.

~~**Sec. 20-4. Same—Appeals.**~~

~~(a)~~(b) Whenever the ~~chief~~Chief of the ~~fire department~~Fire Department shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code have been misconstrued or wrongly interpreted, the applicant is permitted to appeal from the decision of the ~~chief of the fire department to the city council within 30 days from the date of the decision appealed.~~ Chief of the Fire Department to the City Council within 30 days from the date of the decision appealed. Within 30 days of receipt of such appeal, the Chief shall issue a written determination affirming, modifying, or vacating the decision. The decision of the Chief of the Fire Department may be reviewed by the City Council at the request of the applicant. Such a request must be submitted in writing within 15 days of the Chief's written decision. The request must specify the basis for the challenge of the Chief's decision. Following submission of a request, the matter will be placed for a hearing on the City Council's next available agenda. The City Council may consider the record prepared by the Fire Chief, any additional input from the Chief during the hearing, as well as any information put forth at the hearing by the individual requesting council review.

Sec. 20-4.

~~**Sec. 20-5. Limits of districts in which storage of explosives and blasting agents is prohibited.**~~

~~The limits referred to in chapter 56 of the fire prevention code, in which storage of explosives and blasting agents is prohibited, are all areas within the incorporated limits of the city, except those areas zoned "I," light industrial district.~~

~~**Sec. 20-6. Limits in which bulk storage of liquefied petroleum gases is to be restricted.**~~

~~The limits referred to in chapter 61 of the fire prevention code, in which bulk storage of liquefied petroleum gas is restricted, are all areas within incorporated limits of the city, except those areas zoned "I," light industrial district.~~

~~**Sec. 20-7. Domestic sprinkler installation code.**~~

~~The domestic sprinkler installation code attached as Exhibit A to the ordinance from which this section is derived shall govern the installation of domestic sprinklers in the city. Such code is hereby incorporated herein by reference as fully as if set out at length herein.~~

~~Sec. 20-8~~Sprinkler installation and protection.

(a) *Purpose*. Certain properties within the incorporated limits of the City of Alpharetta, as designated in subsection (c), may be required to install and maintain a sprinkler system. Any such system must be designed in accordance with the National Fire Protection Association (NFPA) standards and adhere to the requirements set forth in this section of the Code. If this section in any way conflicts with the provisions in the International Building Code, the International Fire Code, or other applicable codes adopted by the City, the more restrictive shall apply. .

(b) *Occupancy classifications*. The standards set forth in this section shall be set based on the following occupancy classifications.

(1) *Class 1 occupancy* covers manufactured homes, a detached residential structure designed for single-family occupancy, and attached residential structures designed with a maximum of two dwelling units for single family occupancy, such as a duplex.

(2) *Class 2 occupancy* covers attached residential structures designed with three or more attached dwelling units for single-family occupancy, such as townhouses, and multi-family residential structures, such as apartments and condominiums.

(3) *Class 3 occupancy* covers all commercial-based structures.

(c) *Voluntary sprinkler protection system*. Class 1 dwellings may voluntarily install a sprinkler system. Any such properties opting to install such a system must comply with the design criteria established in NFPA 13D as adopted by Georgia's Office of Insurance and Safety Fire Commissioner.

(d) *Required sprinkler protection system*. If not otherwise required by the State Minimum Rules and Regulations as adopted by the City, the following buildings shall be protected with an approved sprinkler system as follows:

(1) *Class 2 Occupancies*. All Class 2 residential dwellings shall be constructed with a sprinkler system that complies with the design criteria established in NFPA 13R or NFPA 13D, per the respective International Residential Code or International Building Code, as adopted by Georgia's Office of Insurance and Safety Fire Commissioner.

(2) *Class 3 Occupancies*. In addition to requirements instituted by the State of Georgia, the City of Alpharetta shall require sprinkler systems in the following commercial properties:

a. Mercantile occupancies exceeding 5,000 square feet or, if less than 5,000 square feet, if the building is more than one-story in height. This requirement shall not apply if 50% or more of the square footage is a covered open air structure, such as a pavilion;

b. Business occupancies exceeding 7,500 square feet, unless otherwise required by state or local law;

c. Storage occupancies exceeding 5,000 square feet, unless otherwise required by state or local law;

d. Industrial occupancies exceeding 5,000 square feet, unless otherwise required by state or local law;

e. Buildings that have a primary use of educational occupancy, with the exception of mobile or portable classrooms or modular units of less than 5,000 square feet.

e. All strip malls, regardless of occupancy use. For the purposes of this section, strip mall means a single building or group of attached buildings arranged in a linear configuration containing two or more separate commercial tenant spaces that share common walls and are served by a common parking area, with each tenant space having a separate public entrance directly accessible from the exterior of the building.

(3) *Assembly occupancies*. If not otherwise required by the State Minimum Rules and Regulations as adopted by the City, the following assembly occupancies shall be protected with an approved, electrically supervised automatic sprinkler system:

a. Assembly occupancies with festival seating.

b. Places of worship.

c. Restaurants.

d. Bars.

e. Nightclubs.

f. Dance Halls.

g. Discotheques

(e) *Applicability*. This section shall apply to all new buildings and to any existing buildings or structures that shall be deemed a new building due to substantial renovations or modifications. "Substantial renovation" shall mean any construction project of such building or structure costing more than the building's or structure's gross assessed value according to the Fulton County tax assessor at the time of starting such renovation. "Substantial modification" shall mean either an interior modification that involves an aggregate of 50% of existing square feet or greater or in which a change in occupancy class triggers the existing provisions of this code section. The

property owner is responsible for the inspection and testing of the sprinkler system in accordance with the rules of the state safety fire commissioner on all structures required to have sprinkler systems.

(f) *Authority of the Fire Marshal*. The Alpharetta Fire Marshal has authority to require a Class III sprinkler system for any structure or occupancy that does not fall under one of the above listed classifications if the building or structure is deemed to be hazardous, regardless of building size. The Fire Marshal shall have the power to enforce the requirements in this section including issuing a notice to any property owner in non-compliance with this section and a set date to come into compliance, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, may apply to the Superior Court of Fulton County for an order requiring the property owner to comply, or any other legal remedies allowable under local and state law.

(g) *Effective date*. The requirements of this code section shall apply to the buildings and properties with land disturbance or building permits issued on or after July 1, 2026.

Sec. 20-5. Outdoor burning prohibited.

(a) ~~(a)~~ Except as otherwise provided by law, or as otherwise set forth in this Code, no persons shall cause, suffer, allow or permit open burning of refuse, rubbish, brush, wood, trash, leaves, tree limbs or other combustible materials anywhere in the ~~city~~City.

(b) ~~(b)~~ The following are exceptions to the prohibition on outside burning:

(1) ~~(1)~~ Outdoor burning in connection with the preparation of food for immediate human consumption;

(2) ~~(2) Camp fires~~Campfires and fires used solely for recreational or ceremonial occasions, provided that the burning is approved in advance by the ~~fire department~~Fire Department and conducted pursuant to such conditions as the ~~fire department~~Fire Department may require;

(3) ~~(3)~~ Burning for the purpose of training private firefighting personnel when conducted in accordance with the guidelines set forth by the ~~department~~Department of ~~natural resources~~Natural Resources, subject to approval of the ~~fire chief~~Fire Chief;

(4) ~~(4)~~ Burning associated with the operation of devices that require open flames, such as tar kettles, blow torches, welding torches, portable heaters and other flame-making equipment, provided that the use of such equipment does not violate other local or state laws and appropriate safety measures are used; and

(5) ~~(5)~~ Burning associated with the disposal of packaging materials previously containing explosives, in accordance with the U.S. Department of Labor Safety Regulations.

(6) ~~(6)~~ Fires in recreational fire pits, as defined in the Unified Development Code (the "UDC") and subject to the size and location requirements contained in the UDC. Such fires are not required to be approved in advance by the ~~public safety department~~Fire Department and are not limited to cooking purposes. Fires in fire pits must be attended at all times, and smoke from a fire pit that creates a nuisance is prohibited. For the purposes of this section only, nuisance is defined as smoke that enters a neighboring home with windows and doors closed. If the ~~public safety department~~Fire Department receives complaints from more than one neighboring household within a twenty-four hour period, ~~an~~the incident commander or officer in charge of the responding apparatus shall respond ~~and~~to the scene, inspect the fire, and make a reasonable determination based upon the nuisance standard in this section as to whether ~~a~~the fire should be extinguished and whether if a police officer or code enforcement officer shall issue a warning or citation ~~should be issued.~~ .

(c) ~~(c) The fire chief, or his designee, and the director of environmental services, or his~~*State burn ban.* The exceptions listed in this subsection (b) shall not apply during any statewide burn ban or other prohibition on open burning issued by the Georgia Environmental Protection Division, the Georgia Forestry Commission, or other authorized state or county agency. During such periods, all outdoor burning within the City shall be prohibited except where expressly authorized by state law.

~~(b)~~(d) The Fire Chief, or designee, Code Enforcement Manager, or designee, shall be responsible for the enforcement of the provisions of this section, and may issue citations for violations thereof. Any person violating any provision of this section shall be fined ~~not less than $50.00 nor~~no more than $1,000.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition, any person violating any provision of this section which results in a fire requiring the response of the ~~fire department~~Fire Department shall also be liable for the costs incurred by the ~~fire department~~Fire Department in responding to the fire, including actual labor costs, costs of equipment operation, and costs of materials.

Sec. 20-~~9. Use of fire plugs~~6. Plan Review.

~~(a) No person, other than a city employee in the discharge of official duty, shall use water from a city fire plug for any purpose whatsoever unless that person has been granted a permit to do so by the city.~~

~~(b) Any person found using water from a city fire plug by deliberately turning on such fire plug for personal use without the express permission of the qualified officials as required in subsection (a) of this section will be subject to punishment as provided in section 1-8.~~

~~Sec. 20-10. Fire safety standards for plan review of new commercial construction.~~

(a) ~~(a) The city adopts the minimum fire safety standards as set forth in O.C.G.A. § 25-2-12(a).~~ *Plan Review*. The Fire Chief, or designee, shall review construction documents, development plans, and permit applications for new construction, alterations, renovations, and changes of occupancy to ensure compliance with applicable fire and life safety requirements , as required by the adopted fire codes, state minimum fire safety standards, or City ordinances, to ensure compliance with applicable fire and life safety requirements. Such review shall include, but not be limited to:

(1) Fire protection and fire alarm systems;

(2) Fire department access, fire lanes, and emergency vehicle access;

(3) Water supply for fire protection, including fire hydrant placement and fire flow requirements;

(4) Means of egress and life safety provisions affecting emergency evacuation;

(5) Accessibility and operational readiness of fire protection systems and equipment; and

Any other fire and life safety requirements established by the adopted fire codes, state

~~(1)~~(6) ~~(b) The fire chief shall be responsible for the reviews, inspections and enforcement required by such~~ minimum fire safety standards~~.~~, or City ordinance.

~~(c) At such time that the minimum standards are revised by the state, such revisions shall be incorporated into the city's standards, provided that nothing herein shall prohibit the city from adopting fire safety provisions more stringent than the state standards.~~

(b) ~~Sec.~~ *Inspections and approvals.* The Fire Chief, or designee, shall conduct inspections and approve fire protection systems, Fire Department access, and other fire and life safety features required by applicable codes prior to occupancy or use of any building or structure.

(c) *Coordination with other City departments.* Nothing in this section shall prohibit coordination with other City departments responsible for building permitting, zoning, or development review; however, all matters

pertaining to fire protection, fire prevention, life safety, and emergency access shall remain under the authority of the Fire Chief or the Fire Chief's designee.

Sec. 20-7. Emergency access requirements for gated communities.

(a) *Purpose*. Response to an emergency by the Fire Department and other emergency response departments risks being delayed without immediate access to a property or building. There are a number of residential subdivisions and other buildings or properties in the City of Alpharetta with gated or controlled access across the fire apparatus access road. When emergency vehicles and personnel experience difficulty promptly accessing areas closed with gates or barriers it creates a risk to public health, safety, and welfare of the community. The International Fire Code mandates that such gates to have approved emergency override equipment, as approved by the local jurisdiction. The intent of this section is to:

(1) Promote health, safety, and general welfare of the public by establishing standards for installation of equipment, as approved by the City Fire Marshal, to facilitate access to emergency vehicles and persons during emergency situations;

(2) Provide standards for accessing gated communities during emergencies by persons and emergency vehicles of the Fire Department, police department and other emergency responders;

(3) Reduce delays that can be caused by gated or controlled access to a community, property, or building.

(b) *Effective date*. Effective July 1, 2026, all newly installed automated gates installed across fire apparatus access roads must be equipped with an approved system that allows for operation of the gate by emergency responders by way of their radio transceivers. A list of approved equipment shall be maintained by the City Fire Marshal. Any existing gate or barrier located across a fire apparatus access road shall be brought into compliance with this section whenever:

(1) The gate or barrier is replaced;

(2) The gate operating system or access-control system is replaced;

(3) A permit is required for reconstruction, relocation, or modification of the gate or barrier; or

(4) Work is performed that materially affects emergency responder access capabilities.

(c) *Definitions*. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(d) *Approved gate* means those gates approved, in writing, by the Fire Marshal to be in compliance with all requirements of this section.

(e) *Emergency* means any event within the municipal limits of the City of Alpharetta that requires the immediate response of the Fire Department, police department, emergency medical, or other emergency response departments for situations arising from, but not limited to, fire, explosion, acts of God, situations of a physical or mental condition where a delay risks a person's health, or any situation in which there is an imminent danger or threat to life, health, or property.

(f) *Fire Apparatus Access Road* means a designated pathway, as defined by the International Fire Code, that allows fire engines to reach buildings and property.

(g) *Gated or controlled access community* means a community, property or building that is enclosed within a geographical area by restrictive gates that is intended to control or limit vehicular access.

(h) *Radio-controlled system* means an emergency access control system that opens gates and other such barriers when an emergency responder clicks (pulses) their radio transceivers on a restricted FCC radio frequency typically allocated to public safety agencies.

(i) *Requirements*. When a gated or controlled access community or facility contains a vehicle access gate or barrier across the fire apparatus access road, the gate or barrier shall be equipped with a radio-controlled

system, approved by the Alpharetta Fire Marshal, that is capable of receiving access commands from public safety radio transceivers. In addition, the gate or barrier shall be equipped with an approved redundancy emergency override. A list of approved redundancy emergency override equipment shall be kept by the Fire Marshal.

(j) *Review*. As part of the building permit process for new construction, or the remodeling or rebuilding of gates, including efforts to comply with this section, a request for such approval must be submitted to the Fire Marshal on applications prepared by his or her office. The forms should, at a minimum, require information on the manufacturer for the radio-controlled system, the installation contractor's name and contact information, and exact locations for entry by emergency personnel to the property. A reasonable fee for the review of the application may be periodically set and amended as needed.

(k) *Approval*. Within 30 days of receiving an application, the Fire Marshal shall render a decision as to whether the submitted radio-controlled system meets the requirements of this section to allow emergency access for the Fire Department, police department, emergency medical or other emergency responders. Once the radio-controlled system is installed, the applicant must notify the Fire Marshal within 15 days and the Fire Marshal, or designee, shall test and approve the operation and compatibility of the equipment. If such tests of a controlled gate across a fire apparatus access road fails, the gate must remain open to all vehicular traffic until the issue is resolved and the Fire Marshal, or designee, provides approval. A reasonable fee for having to re-test the system may be periodically set and amended as needed.

(l) *Waivers*. The Fire Marshal shall have the power to waive any of the requirements of this section upon application in writing by the owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the requirements, provided that the intent of the code shall be observed, public safety secured, and substantial justice done. The particulars of such waivers, when granted or allowed, and the decision of the Fire Marshal shall be entered upon the records of the Fire Department, and a signed copy shall be furnished by the applicant.

(m) *Maintenance and Responsibility*. The property owner or lessee, or duly authorized agent of same, for gated or controlled access communities is required to maintain the radio-controlled system and ensure it is capable of receiving access commands from public safety radio transceivers. All costs associated with implementing the required radio-controlled system, maintaining such system, and removal of any unapproved system shall be the responsibility of the property owner, lessee, or duly authorized agent responsible for the property and the controlled access gate or barrier.

(n) *Enforcement*. The Fire Marshal shall have the power to enforce the requirements in this section including issuing a cease and desist notice to any property owner in non-compliance with this section and a set date to come into compliance, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, or may apply to the Superior Court of Fulton County for an order requiring the property owner to remove any gates or barriers across fire apparatus access roads that do not meet the requirements of this section.

Sec. 20-8. Emergency responders radio coverage and testing.

(a) *Purpose*. Emergency responder radio coverage systems shall be provided, tested, and certified where required by the adopted International Fire Code, NFPA 1225, and applicable Georgia State Minimum Fire Safety Standards. Testing and certification required for issuance of a certificate of occupancy or final approval shall be performed only by vendors approved by the North Fulton Regional Radio System Authority (NFRRSA).

(b) *Definitions*. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved vendor means a company or individual that has been reviewed, qualified, and listed as an approved service provider by the NFRRSA,

Certification means the formal documentation confirming that an ERRC system complies with IFC Sec. 510 and all applicable City and NFRRSA requirements.

Emergency Responder Radio Coverage means a system designed to enhance in-building radio signal strength for first responders as required under IFC Sec. 510.

Initial testing means the first comprehensive performance and compliance testing of a newly installed ERRC system prior to its approval for operation use.

Minimum signal strength means the minimum required radio signal strength within a building, set by the City and NFRRSA as -95 decibels per milliwatt (dBm) and a delivered audio quality (DAQ) no less than 3.0.

Needs assessment testing means the evaluation process conducted to determine whether a building or structure requires an ERRC system, as specified in IFC Sec. 510 and any adopted amendments.

(c) *Requirements*. Needs assessment testing and initial testing must be performed by an approved vendor. Certification for an ERRC system will only be issued following satisfactory testing by an approved vendor. All testing must be completed and approved by the Fire Marshal before a certificate of occupancy can be issued.

(d) Pathway infrastructure for new construction.

(1) Any newly constructed building, structure, or occupancy required under adopted fire codes, IFC Section 510, or this Code, to undergo emergency responder radio coverage testing, or needs assessment testing, shall be provided with reasonable pathway infrastructure to facilitate future installation of an emergency responder radio coverage system if later required.

(2) Pathway infrastructure may include conduit, raceways, riser access pathways, designated equipment space, electrical capacity, and other construction features reasonably necessary to reduce delay, demolition, or excessive retrofit costs associated with future ERRC system installation.

(3) Specific pathway requirements may be established by administrative policy, plan review standards, or technical guidance issued by the Fire Marshal in coordination with applicable building officials.

(e) *Enforcement and penalties*. The Alpharetta Fire Department shall have the power to enforce this code section. Failure to comply with the ERRC requirements may result in revocation of building permits or certificates of occupancy, the issuance of citations to be prosecuted pursuant to Article IV of the Charter for the City of Alpharetta, or any other legal action as permitted under local and state law.

Sec. 20-~~20-11. Enforcement powers.~~

~~The director of public safety~~**9. Enforcement Powers**

The Chief of the Fire Department, or his designees or officers, are authorized to enforce the provisions of the fire prevention code and this chapter. This authority shall include the power to arrest by the issuance of a citation and impose penalties in accordance with ~~section~~ Section 1-8 of the this Code. With respect to this ~~chapter~~ Chapter 20, the ~~director~~Chief of ~~public safety~~the Fire Department may, but in no way is required to, promulgate, and from time to time amend, a list of applicable fees and penalties.

Secs. 20-~~12—~~10 – 20-~~33.~~ 61. Reserved

ARTICLE II. ~~STANDARDS FOR MULTIFAMILY HOUSING~~

~~Sec. 20-34. Scope.~~

~~(a) The fire prevention standards set forth in this article shall apply to multifamily housing with three or more units and containing three or less stories.~~

~~(b) Sections 20-42 and 20-43 shall apply to all attached and detached residential units.~~

~~Sec. 20-35. Accessibility for firefighting equipment.~~

~~(a) Reasonable accessibility shall be provided to all buildings for firefighting equipment including ladder trucks on multiple-story projects. A minimum of ten feet of level ground on all sides of the building shall be considered reasonable for ground ladders. Accessibility for ladder trucks shall be determined and approved by the city fire department.~~

~~(b) Access to the job site shall consist of roads or streets being finished to the extent that curbing and base coat must be applied before combustible construction starts, and shall be maintained throughout construction operations.~~

~~Sec. 20-36. Partitions for multifamily dwellings.~~

~~(a) Every dwelling unit shall be separated from every other dwelling unit, hallway, or breezeway by partitions and floor-ceiling assemblies having a fire resistance rating of not less than one hour and be completely firestopped at each floor-ceiling level. The one-hour wall assemblies of the halls, corridors or breezeways may stop at the ceiling level if the ceiling is five-eighths-inch type X sheetrock and a smoke stop of one layer of one-half-inch regular sheetrock on the hall side of each wall and is continued to the roof deck. Exception: if the ceiling of the uppermost unit is one layer five-eighths-inch type X sheetrock, the one-hour partition shall be allowed to stop at the ceiling.~~

~~(b) Buildings having only a single row of units shall have fire-stops between each unit. These fire-stops shall be not less than five-eighths-inch type X sheetrock, taped with one coat of joint compound. This firestopping must extend into soffits.~~

~~(c) In buildings having units back to back, where roof trusses are perpendicular to the tenant separations, the fire stops shall separate every two units, but shall not, however, exceed 3,000 square feet between stops.~~

~~(d) Doors to hallways and breezeways shall have a minimum fire rating of 20 minutes in a 20-minute wood frame with a closer. Door openings within 15 feet horizontally of a single exit stair shall have a three-quarter-hour door, with a closer in steel frame.~~

~~(e) Buildings within 20 feet of other buildings shall have exterior exposed walls of not less than a one-hour fire rating with no openings.~~

~~(f) Buildings using floor truss systems shall protect the end of these trusses where they meet the one-hour rated wall between units. The trusses shall be banded at the wall by two-inch nominal wood of sufficient width to completely fire stop the trusses horizontally. Note: Fee simple townhouses require two-hour separation, per city building code.~~

~~Sec. 20-37. Fire wall requirements for multifamily dwellings.~~

~~(a) No building shall have more than 6,000 square feet per floor, nor more than six units between a four-hour fire wall.~~

~~(b) Fire wall definition. Fire walls shall be self-supporting from the foundation, and shall extend through and 36 inches from combustible roofs, and flush with the outside of roof overhang. Fire walls need not extend~~

through fire-resistance roof decks. Fire walls shall be four-hour rated. Certification of block will be required. There shall be no unprotected opening in fire walls.

Sec. 20-38. Requirements for early fire detection system and exits in multifamily dwellings.

(a) An approved single station smoke detector, powered by the house electrical system, shall be installed in every living unit. There shall be additional detectors located in each exit corridor every 30 feet. For additional protection, a battery-powered backup detector is required.

(b) Exits in multifamily units shall be as follows: every living unit shall have access to at least two separate exits remote from each other as required by 5-5.1 of the Life Safety Code adopted by the city.

(c) Exception 1. Any living unit which has an exit directly to the street or yard at ground level or by way of an outside stairway, or an enclosed stairway with a fire resistance rating of one hour or more serving that apartment only and not communicating with any floor below the level of exit discharge or other area not a part of the apartment served, may have a single exit.

(d) Exception 2. A building of any height with not more than four living units per floor with a smoke-proof tower or outside stair in accordance with the requirements of 5-2.3 of the Life Safety Code, adopted by the city, as the exit immediately accessible to all living units served thereby, may have a single exit. (The term "immediately accessible" means there is not more than 20 feet of travel distance to reach an exit from the entrance door of any living unit.)

(e) Exception 3. Any building three stories or less in height with one-hour horizontal and vertical separation between living units, may have a single exit, under the following conditions:

(1) The stairway is completely enclosed with a partition having a fire resistance rating of at least one hour, with self-closing one-hour fire protection rated doors protecting all openings between the stairway enclosure and the building.

(2) The stairway does not serve more than one-half story below the level of exit discharge.

(3) All corridors serving as access to exits have at least a one-hour fire resistance rating.

(4) There is not more than 35 feet of travel distance to reach an exit from the entrance door of any living unit.

Sec. 20-39. Protection of hazardous areas.

All hazardous areas shall be separated from other parts of the building by construction having a fire resistance of at least one hour, with three-quarter-hour labeled doors, with steel frame and a closer. These areas shall include, but not be limited to, boiler or furnace rooms, general storage and maintenance shops, or parking or storage of motorized vehicles. This does not include furnaces or hot water heaters located within individual units which serve only that unit, nor does this include storage rooms in individual units.

Sec. 20-40. Control of flame spread.

The flame spread on carpet, wall coverings, paneling, or wood in multifamily units shall be as follows:

(1) Vertical exits, corridors and breezeways shall have a Class "B" (26-75) flame spread rating.

(2) The interior of the units shall have a Class "C" (76-200) flame spread rating.

~~Sec. 20-41. Opening through floors.~~

~~(a) Any opening through floors from one unit to another for heating or plumbing shall be sealed with lightweight concrete or other permanently attached non-combustible material.~~

~~(b) Any opening through any floor for any purpose shall be sealed in a like manner.~~

~~(c) The double wall furnace vent must be sealed tight at each floor level and at the ceiling level of the top unit. The double wall furnace vent is not required to be enclosed in the attic space, but proper clearances must be maintained.~~

~~(d) If a combustion air vent pipe is required for combustion air to the furnace, it shall extend up through the floor-ceiling assembly and into the attic 18 inches above the ceiling, with proper firestopping at each floor level.~~

~~(e) Each attic space shall have an attic access measuring 22 inches by 36 inches. This access cannot be located in a closet, unless the closet is a walk-in, and must be shown on the plans.~~

~~Sec. 20-42. Chimney chases.~~

~~(a) *Exterior chase.* A chimney chase located on an exterior wall shall have a five-eighths-inch type X fire rated sheetrock on the inside of the chimney chase, on the house side only.~~

~~(b) *Interior chase.* The chase shall be constructed of metal studs with five-eighths-inch type X fire sheetrock on the outside, completely sealed from the rest of the building with no combustibles inside the chase.~~

~~(c) *General.* If there is no fireplace above, firestopping at floor-ceiling levels may be omitted if there are no combustibles inside the chase. If there is a fireplace on the floor above, the bottom of the floor joist must be covered with five-eighths-inch type X fire rated sheetrock with metal fire stops installed around the flue.~~

~~Sec. 20-43. Firebox and fireplace openings.~~

~~(a) The firebox must be installed on a wooden platform with a one-half-inch plywood floor. No wood shall be used to construct the raised hearth above the sub-floor. The hearth must extend at least 20 inches from the firebox.~~

~~(b) The woodwork shall not be placed within six inches of the fireplace opening. The woodwork above and projecting more than 1½ inches from the fireplace opening shall not be placed less than 12 inches from the top of a fireplace opening.~~

~~Secs. 20-44—20-61. Reserved.~~

~~*ARTICLE III.*~~ *CLEAN-UP, ABATEMENT, REMOVAL OF DEBRIS, HAZARDOUS MATERIAL OR REFUSE*

Sec. 20-62. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Debris means any loose material not attached to the land or any structure, or the remains of anything broken or destroyed.

Fire ~~*chief*~~*Chief* means the ~~fire chief~~Fire Chief of the ~~city~~City or ~~his~~an appointed designee.

Hazardous material means any material that, because of its quantity, concentration or physical or chemical characteristics, poses significant present or potential hazard to human health and safety if released into the environment. Hazardous materials include, but are not limited to, explosives, pyrotechnics, flammable gas, flammable liquid, poisonous gas, poisonous liquid, irritating material, material that causes diseases in humans, radioactive material, corrosive material, or liquefied petroleum gas.

Refuse means all waste substances, including garbage, as well as combustible and non-combustible wastes.

Sec. 20-63. Deposit or release of debris, hazardous material and refuse; clean-up or abatement; liability for costs.

In the event the ~~city fire department~~City Fire Department is summoned to clean up or abate the effects of any deposit or release of debris, hazardous material or refuse in the ~~city~~City, the following described persons shall be jointly and severally liable to the ~~city~~City for the payment of all costs incurred by the ~~city~~City as a result of such clean-up or abatement activity:

(1) Any person whose negligent or willful act or omission proximately caused such deposit or release;

(2) The person who owned or had custody or control of the debris, hazardous material or refuse at the time of or immediately prior to such deposit or release, without regard to fault or proximate cause; and

(3) The person who owned or had custody or control of the container which held such debris, hazardous material or refuse at the time of or immediately prior to such deposit or release, without regard to fault or proximate cause.

Sec. 20-64. Verification and supervision.

In the event that any person other than a member of the ~~city's fire department~~City's Fire Department undertakes, either voluntarily or upon order of the ~~fire chief~~Fire Chief or other ~~city~~City official, to clean up or abate the effects of the deposit or release of any debris, hazardous material or refuse, the ~~fire chief~~Fire Chief may take such action as is necessary to supervise or verify the adequacy of the clean-up or abatement. The persons described in section 20-63 shall be liable to the ~~city~~City for all costs incurred as a result of such supervision or verification.

Sec. 20-65. Determination of costs; charges for service; disposition of funds; fee schedule.

(a) The charges to persons under this article shall be based on actual costs incurred by the ~~city~~City and shall include, but shall not necessarily be limited to, actual labor costs or ~~city~~City personnel, including benefits and administrative overhead, cost of equipment operation, cost of materials obtained directly by the ~~city~~City and the cost of any contract labor and materials. Labor costs shall be based on the current fiscal year salary and benefit budget established for each employee. Equipment costs shall be based on the equipment cost schedule established in the ~~city's~~City's financial system. The cost for materials used shall be based on the actual costs incurred to purchase, lease, or contract for goods and/or services during clean-up and abatement activities.

(b) The charges for the provision of services under this article shall be binding upon all persons liable under this article as well as their successors in interest, assigns, estates and heirs.

(c) All moneys received under this article shall be placed in a general fund revenue account.

Sec. 20-66. Fire suppression services.

The authority to recover costs under this article shall not include actual fire suppression services which are normally or usually provided by the ~~city's fire department~~City's Fire Department.

Sec. 20-67. Collection of charges.

The ~~city~~City may enforce the provisions of this article by civil actions in an appropriate court for the collection of amounts due or other appropriate relief.

Sec. 20-68. Service not to be refused for nonpayment.

Nothing in this article shall authorize any ~~city~~City department or ~~city~~City personnel to refuse or delay any service to any person who has not reimbursed the ~~city~~City as provided in this article.

Secs. 20-69—20-90. Reserved.

ARTICLE ~~IV~~III. RECORD RETENTION AND COMPLIANCE FILING OF FIRE AND LIFE SAFETY RECORDS

Sec. 20-91. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Facility means a commercial, industrial, or multi-family facility, complex, building, or structure within the municipal limits of the City of Alpharetta, Georgia.

Record means any report, memorandum, correspondence, or the like related to any fire and life safety systems inspection, test, and required maintenance conducted at the intervals prescribed in any applicable fire code (see e.g., Georgia Comp. R. & Regs. 120-3-3-.01 et seq.).

Record custodian shall mean the third party, of the ~~city's~~City's choosing, providing reporting and document/data management and storage system software for records.

Sec. 20-92. ~~On-premises record~~ Record retention and compliance reporting.

(a) *Record retention requirements.* All records related to a facility and any of the following systems shall be maintained on the premises of the facility, or in an approved electronic records system accessible to the owner or operator, in a location where records may be safely stored and, upon request, produced in a timely ~~fashion~~manner, for a period of ~~no~~not less than three (3) years from the date the record was created:

(1) ~~(a)~~ Automatic fire sprinkler system(s);

(~~b~~) 2) Fire alarm system(s);

(~~c~~) 3) Commercial hood cleaning(s);

(~~d~~) 4) Commercial hood suppression system(s);

(~~e~~) 5) Standpipe system(s);

(~~f~~) 6) Smoke control system(s);

(~~g~~) 7) Private hydrant system(s);

(~~h~~) 8) Fire pump(s);

(~~i~~) 9) Spray paint booth(es);

(~~j) 10)~~ Emergency generator(s);

(~~k) Cleaning~~11) Clean agent suppression system(s); and

~~(l) Underground storage tank(s); and/or~~

~~(m) Elevator or~~ (12) Any other ~~lift~~fire protection or life safety system~~(s).~~

~~Sec. 20-93. Compliance filings.~~

~~Every record~~ required~~, under section 20-70, to be maintained on the premises of a facility shall, at the sole cost of the owner of the facility, be provided to the record custodian, by the method and in the format specified by the record custodian.~~ by adopted fire codes.

(b) *Compliance reporting*. Copies of inspection reports, testing reports, maintenance records, deficiency reports, and code compliance certificates for the systems listed above shall be submitted through a reporting platform, software system, or other method approved by the Fire Chief or Fire Marshal.

(c) *Administrative fees*. Reasonable administrative or processing fees associated with compliance reporting requirements in this section may be established in the City's adopted fee schedule, as amended periodically.

(d) *Applicability*. The requirement of this section shall apply to all commercial facilities, complexes, or buildings, including without limitation to all multi-family dwellings.

(e) *Enforcement*. Failure to maintain records, produce records upon request, or submit required compliance reports shall constitute a violation of this chapter and may result in citations or other enforcement remedies authorized by law.

Secs. 20-93—20-95. Reserved.

ARTICLE IV. SPECIAL FIRE SERVICES AND PUBLIC SAFETY PLANS

Sec. 20-96. Purpose.

The purpose of this article is to protect the health, safety, and welfare of persons attending certain assemblies within the City of Alpharetta by providing for fire watch personnel, fire safety officers, standby fire personnel, and requiring public safety plans when necessary for life safety.

Sec. 20-97. Authority.

The authority to implement and enforce this article is granted under Sections 403.11.1 and 403.11.2 of the International Fire Code and the State Minimum Fire Safety Standards. This article is intended to supplement the adopted ordinances related to Chapter 20, Fire Prevention and Protection and should not be interpreted as limiting all enforcement authority granted to the City via state and local law.

Sec. 20-98. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fire Safety Officer shall mean a person approved and designated by the Fire Marshal, or designee thereof, to provide fire and life safety oversight during an event, activity, or operation presenting elevated fire risk. A Fire Safety Officer is responsible for monitoring compliance with fire safety requirements, identifying unsafe conditions, coordinating emergency response actions, and serving as the Fire Department's on-site representative for life safety matters.

Fire Watch Personnel shall mean person(s) approved by the Fire Marshal, or designee thereof, to continuously monitor a building, structure, or event location for fire hazards, life safety conditions, and compliance with fire safety requirements when required fire protection systems are impaired or when otherwise directed by the Fire Department. Fire watch personnel are responsible for observation, hazard reporting, and initiating emergency notification procedures but shall not be responsible for directing emergency operations.

Permanent Venue shall mean a building, structure, or fixed facility designed, constructed, and routinely used for assembly occupancies or events involving the gathering of people. Permanent venues include, but are not limited to, theaters, arenas, stadiums, concert halls, convention centers, auditoriums, and similar facilities that are approved for assembly use under applicable building and fire codes and operate on a recurring or ongoing basis.

Special Use Location shall mean a building, structure, property, or outdoor area not normally used or approved as a permanent assembly venue but temporarily utilized for an event, gathering, or activity involving the assembly of people. Special use locations may include temporary event sites, tents, festival grounds, parking lots, parks, streets, warehouses, construction sites, or other locations where assembly activities occur on a temporary or limited basis and where additional fire and life safety oversight may be required.

Sec. 20-99. Fire watch personnel and fire safety officers.

(a) *Notification to the Fire Department of certain locations where people congregate.*

(1) A property owner, occupant, event organizer, promoter, permit holder, tenant, or other person responsible for any place of assembly, special event, or location where persons congregate within the City of Alpharetta shall notify the Fire Department, in a manner prescribed by the Fire Chief, prior to any event, gathering, or activity meeting one of the following conditions:

a. Attendance is reasonably anticipated to exceed three thousand (3,000) persons at any time; or

b. Attendance as reasonably anticipated to exceed one thousand (1,000) persons at any time where alcoholic beverages are permitted to be sold, served, distributed, or consumed on the premises or event site; or

c. Use of a property, structure, or space in a manner inconsistent with or exceeding the approved occupancy classification, operational conditions, or occupant load established by the certificate of occupancy or applicable permits; or

d. Temporary assembly uses, including festivals, concerts, exhibitions, fairs, outdoor gatherings, or similar activities not routinely conducted at the location; or

e. The installation or use of temporary structures, stages, tents, canopies, generators, cooking operations, amusement devices, special effects equipment, or similar temporary installations; or

f. The use of pyrotechnics, open flame devices, hazardous materials, fireworks, or flame-producing effects; or

g. Any known impairment, outage, or reduction in required fire protection systems, fire alarm systems, emergency communications systems, or means of egress during the event or activity; or

h. Conditions expected to impede emergency vehicle access, emergency egress, or crowd movement; or

i. Any other condition identified by the Fire Chief, or designee, that materially increases fire, life safety, crowd management, emergency access, or emergency evacuation risks beyond those normally associated with the approved occupancy or use of the premises.

(2) Notification shall be made no less than ten (10) days prior to the event or assembly unless waived by the Fire Chief, or designee thereof.

(3) The responsible party shall provide accurate and timely information sufficient for the Fire Department to assess fire and life safety conditions, including any information requested relating to occupancy, event activities, temporary installations, special hazards, fire protection systems, and operational conditions.

(4) Failure to timely disclose material information or changes in conditions to the Fire Department shall constitute a violation of this chapter.

(5) Nothing in this section shall prohibit a property owner, occupant, event organizer, promoter, permit holder, tenant or other person responsible for any place of assembly, special event, or location where persons congregate within the City from notifying the Fire Department and requesting review if unsure whether one of the required conditions is met.

(b) *Determination of need*. In the Fire Department's evaluation of whether fire watch personnel and/or fire safety officers are necessary for public safety, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, may consider the following factors.

(1) The number of persons present or anticipated to be present;

(2) The nature of the planned performance, exhibition, display, contest or activity;

(3) Whether temporary structures, stages, tents, canopies, cooking operations, or special effects are proposed;

(4) Whether pyrotechnics, open flame effects, or hazardous materials will be utilized;

(5) Any known impairment, outage, or reduction of fire protection or life safety systems at the location;

(6) Whether the planned activity will operate at or near the approved maximum occupancy load;

(7) Prior compliance history or prior safety issues involving the property or organizer; and

(8) Any other condition that, in the judgment of the Fire Chief, Fire Official, Fire Marshal, or designee thereof, creates an elevated fire or life safety risk.

(c) Based upon the above risk assessment, and the nature of the assembly or occupancy, the Fire Department may require fire watch personnel, fire safety officers, set operational conditions, reductions in occupancy, additional safeguards, public safety plan, or other reasonable life safety measures as determined by the Fire Department as a condition of event operation or continued occupancy on the property.

(d) When fire watch personnel or fire safety officers required by the Fire Chief, Fire Official, Fire Marshal, or designee thereof, the owner, agent, lessee, event organizer, or other responsible party is required to provide and identify such personnel or officers as required and approved by the Fire Department through a program, roster, or vendor approved by the Fire Marshal. The Fire Marshal, or designee, shall establish and verify minimum training, qualification, and competency requirements for individuals performing these duties. Individuals performing fire watch or fire safety officer duties shall be reviewed and approved by the Fire Marshal, or designee, prior to performing such duties and must demonstrate training, qualifications, and competency as established by the Fire Department.

(e) The designated fire watch personnel or fire safety officers shall be subject to the orders of the Fire Marshal, or designee thereof, and shall:

(1) Be identifiable as fire watch personnel or fire safety officers;

(2) Remain on duty during the times the location is open to the public, when the activity necessitating such personnel or officers is being conducted, or while an elevated fire or life safety risk remains, as determined by the Fire Marshal, or designee thereof.

(3) Monitor compliance with fire and life safety statutes, ordinances, and regulations;

(4) Identify any hazardous conditions and immediately report such conditions to the Fire Marshal, or designee thereof;

(5) Initiate emergency notification procedures when necessary;

(6) Maintain documentation or a log of fire watch activities to be maintained in the records of the Fire Department.

(f) Notwithstanding the requirements of this section, nothing shall prohibit an owner, agent, lessee, event organizer, or other responsible party from requesting fire watch personnel or fire safety officers. The same requirements under this section are applicable whether the City determines such personnel or officers are necessary or if provided upon request.

Sec. 20-100. Standby Fire Department personnel and apparatus.

Whether standby Fire Department personnel or fire apparatus is deemed necessary for public safety in a place of assembly or location where persons congregate within the City of Alpharetta, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall consider the following factors in determining the level of staffing or equipment required:

(1) The anticipated occupant load at the location of the planned activity;

(2) The complexity of the planned activity and the complexity of the location at which the activity is held

(3) The status and condition of the location's fire protection system;

(4) The conditions of access and egress, particularly should an emergency arise;

(5) The anticipated response impact in an emergency; and

(6) Any other condition that in the opinion of the Fire Chief, Fire Official, Fire Marshal, or designee thereof, creates an elevated life safety risk.

Sec. 20-101. Responsibility for costs.

(a) The costs for fire watch personnel, fire safety officers, standby Fire Department personnel, or standby fire apparatus shall be the responsibility of the owner, agent, lessee, event organizer, or other responsible party.

(b) The Fire Department is authorized to establish and collect fees to recover its costs. The recommended fees shall be prepared by the Fire Department which may be amended from time to time.

(c) Following the planned activity or event, the Fire Department shall provide written notice of assessed fees to the identified responsible party, whether person, firm, partnership, limited liability company, corporation, or other organization.

(d) Assessed fees shall be paid within sixty (60) days of the date of the assessment and shall be interest of ten (10) percent per annum from the date when such fees become due. The City may pursue collections and/or proceed in a court of valid jurisdiction to collect any fees unpaid under this section. Additionally, failure to pay assessed fees may result in the denial, suspension, or revocation of any current or future permits for planned activities or events.

Sec. 20-102. Public safety plan requirements.

(a) Whether the development and approval of a public safety plan is required for an indoor or outdoor gathering of persons in the City of Alpharetta, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall consider and determine if the gathering would have an adverse impact on public safety by diminishing access to buildings, structures, fire hydrants, fire apparatus access roads, or other public safety services.

(b) When it is determined that a public safety plan is required, the Fire Chief, Fire Official, Fire Marshal, or designee thereof, shall notify the owner, agent, lessee, event organizer, or other responsible party and shall identify one or more of the following factors that must be addressed in the public safety plan:

(1) Ingress and egress for emergency vehicles;

(2) Fire protection measures;

(3) Emergency egress and escape routes for attendees;

(4) Coordination with emergency medical services;

(5) Planned public assembly areas;

(6) Parking arrangements, including the directing of attendees and vehicles;

(7) Distribution of food concessions and vendors;

(8) Presence of law enforcement, fire personnel, and medical personnel or services;

(9) Weather monitoring program or personnel;

(10) Unified command coordination procedures.

Sec. 20-103. Permits.

(a) Any special assembly event, temporary event, planned activity, or assembly which is required by the Fire Department to have fire watch personnel, fire safety officers, operational conditions, reductions in occupancy, additional safeguards, a public safety plan, or other reasonable life safety measures, as established in this Article, must obtain a Fire Department permit prior to commencing the event, planned activity or assembly.

(b) Reasonable administrative or processing fees associated with compliance reporting systems may be established in the City's adopted fee schedule, as amended periodically.

(c) Failure to comply with the requirements of this article, or other applicable fire code regulations. may result in the Fire Chief, Fire Official, Fire Marshal, or designee thereof, suspending or revoking the permit.

~~(a)~~(d) Violations of the permit or the requirements in this article may subject the property owner, agent, lessee, organizer, or other responsible party to citations or other enforcement remedies authorized by state or local law. Each day of continuing noncompliance shall constitute a separate offense.

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: July 20, 2026

AGENDA ITEM: PH-26-12 ROYAL 400 DATA CENTER – CHANGE OF CONDITION

The applicant, GI Partners, is requesting a change to conditions of zoning related to an existing data center located in the Royal 400 Master Plan. A change to a condition of zoning is requested to reduce the undisturbed buffer required along Kimball Bridge Road from 100' to 40' to allow for the construction of a Georgia Power substation. The substation is necessary to support a 60,200 square foot expansion of the data center. The subject property is located at 4905 North Point Parkway at the northeast corner of Kimball Bridge Road and North Point Parkway.

STAFF RECOMMENDATION:

Deny PH-26-12 Royal 400 Data Center request for changes to zoning conditions.

If approval is considered, the following conditions are recommended (The original 2008 conditions are included below with amended condition depicted in **RED**):

1. The proposed Data Center shall not exceed 245,200 sq. ft. The applicant shall locate buildings, entrance and parking area where the least impact to trees is present with final approval by Staff.
2. The property owner shall be required to build up to 394 additional parking spaces in the future if the City determines and can document that a parking shortage exists.
3. Land for additional parking shall be set aside and preserved as green space until such time as additional parking is needed. This land shall not be subdivided from the remainder of the property so that it can be used for parking in the future. This parking reserve land shall be in addition to required tree save areas.
4. The future office building shall be located closer to the corner of Kimball Bridge Road and North Point Parkway than structured or surface parking. Parking shall be located interior to the site and shall not be situated on the corner of Kimball Bridge Road and North Point Parkway.
5. In order to provide heavy natural screening at the corner of Kimball Bridge Road and North Point Parkway, stormwater facility #1shall be relocated.
6. Except for one driveway access and sign on North Point Parkway, the first 100' of property along the entire length of Kimball Bridge Road and North Point Parkway (from future right-of-way lines) shall be designated as an undisturbed buffer, except that the undisturbed buffer shall be reduced to 40' in the northwest corner of the property adjacent to the Georgia Power substation and stormwater management facility as depicted on the site plan prepared by Lowe Engineers, revised 6/26/26. The buffer shall be heavily replanted to include predominately evergreens where sparse in order to obscure buildings and parking from street views. The buffer shall be left undisturbed following construction of project improvements and installation of required enhancements.
7. No access or signage shall be located along Kimball Bridge Road. One driveway access and sign shall be permitted on North Point Parkway. Access and signage shall also be permitted on Great Oaks Way.
8. Building materials shall be medium neutral colors (no white) to diminish visibility from the street. Building roof top units shall not be visible from the roadways. Site design shall be approved by Staff. Building elevations shall incorporate the use of brick and be approved by the DRB.
9. All loading areas and cooling equipment shall be screened with a wall built with the same materials as the building as well as landscape screening. In addition to obscuring the view, the screening wall around the cooling equipment shall be designed to prevent the transmission of either high-pitched or low-level sounds generated by any equipment at this location from extending beyond the property limits.
10. Site shall not be mass graded and clearing shall be limited to each phase of construction.
11. Prior to LDP, applicant shall provide an accurate survey of trees near proposed disturbed edges.
12. Construction slopes shall be planted with a mixture of native species 8' in height, 10' on center, as approved by Staff.
13. Security fence shall be decorative metal black fence screened with landscaping from the public right of way and limited to 8' in height.
14. The number of parking spaces required on the property is subject to reevaluation if the use changes or projected number of employees grows greater than 20.
15. Intersection Design — All proposed curb cuts must also comply with AASHTO Design Guidelines; in particular, adequate Intersection Sight Distance must be provided and demonstrated by the engineer-of-record.
16. If sight distance is unable to be met on the proposed North Point Parkway curb cut. This curb cut will be restricted to movements able to meet sight distance requirement. These restricted movement designs will need to be approved by the Engineering Department.
17. Access to the signalized intersection at Great Oaks Way and North Point Parkway should be provided to allow safe access to northbound North Point Parkway.
18. Provide Traffic Study for proposed development. Meet with Traffic Engineering Department to determine scope.
19. Provide right-of-way required for North Point Parkway and Kimball Bridge Road intersection improvements.
20. Future floodplain study is required on intermittent stream area if drainage basin is 100 acre or greater.
21. Army Corps permitting may be required with final development plans and stream determination.
22. Initial Phase 1 pond shall be sized per the UDC, have 3:1 slopes, and be located to save specimen trees.
23. Parking deck shall be a maximum of 3 levels above grade. Where visible, deck shall be faced with similar material as primary building.
24. Royal 400 original Master Plan conditions shall apply except where conflicts exist with these conditions.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for a change to conditions of zoning related to an existing data center located in the Royal 400 Master Plan. A change to a condition of zoning is requested to reduce the

undisturbed buffer required along Kimball Bridge Road from 100' to 40' to allow for the construction of a Georgia Power substation. The substation is necessary to support a 60,200 square foot expansion of the data center. The subject property is located at 4905 North Point Parkway at the northeast corner of Kimball Bridge Road and North Point Parkway.

The 38.68-acre property is zoned O-I (Office-Institutional), subject to the Royal 400 Master Plan and is developed with a one (1) story, 184,947 square foot data center. A master plan amendment and variance were approved on the property in 2008 to allow for the construction of a 245,200 square foot data center. Surrounding properties are zoned O-I. Verizon Corporate Office is located to the west, Great Oaks Center is located to the north, Royal Centre Three and Fulton County Regional Health Center are located to the east, and Royal 400 South is located to the south. The property has a comprehensive land use plan designation of 'Corporate Office'.

According to the applicant, Georgia Power is requesting a substation be placed on the property to support the proposed 60,200 square foot expansion of the data center. The applicant states that the substation cannot be placed on the east side of the building due to the presence of a stream. The applicant requests the following changes to conditions of zoning related to MP-08-09/V-08-15 Royal 400/Data Center:

6. Except for one driveway access and sign on North Point Parkway, the first 40' ~~100'~~ of property along the entire length of Kimball Bridge Road and North Point Parkway (from future right-of-way lines) shall be designated as an undisturbed buffer. The buffer shall be heavily replanted to include predominately evergreens where sparse in order to obscure buildings and parking from street views. The buffer shall be left undisturbed following construction of project improvements and installation of required enhancements.

SITE PLAN

The submitted site plan depicts a one (1) story, 60,200 square foot expansion on the west side of the existing 184,947 square foot data center building. In addition, a Georgia Power substation is depicted adjacent to the building expansion in the northwest corner of the property along Kimball Bridge Road. A reduced 40' undisturbed buffer is depicted along Kimball Bridge Road to accommodate grading and construction of the proposed Georgia Power substation.

The Georgia Power substation is approximately 222' by 296' and is situated immediately adjacent to a 100' Georgia Power easement for transmission lines running along the north property line. Also, the substation sits approximately fifteen feet (15') below the finished grade of Kimball Bridge Road at its northmost point. The Georgia Power easement, which is has no trees, and the topography of the property will result in direct views of the substation from Kimball Bridge Road and the adjacent office development to the north. The letter of intent states that the substation will not fit on the North Point Parkway side of the property due to the presence of stream buffers and an existing stormwater pond. However, there appears to be sufficient room to locate the substation without impacting undisturbed buffers between the stormwater pond and stream buffers, as well as in the southwest corner of the property.

The applicant submitted a tree survey and assessment, which identifies seventeen (17) specimen trees on the property. The only specimen tree depicted to be removed is tree #2324 (36" Water Oak), which is impacted by the data center expansion. The applicant also provided tree density sampling information, which included three (3) sample areas within the footprint of the proposed Goergia Power substation. The average tree density of the sample areas is 3,019 caliper inches per acre, of which the 1.5-acre substation would impact approximately 4,528 caliper inches of trees or an equivalent of approximately 225 mature (typical 20" caliper tree) trees.

TRAFFIC

The applicant submitted a trip generation report, which estimates that with the proposed 60,200 square foot expansion, the data center would generate 26 AM Peak Hour trips and 21 PM Peak Hour trips.

Land Use Information	Reduction %	Project Trips Total	Inbound	Outbound	Equation Used[1]	In / Out Distribution
160 - Data Center					**245,200**	**S.F.**
Daily		243	122	121	T = 0.99(X)	50% / 50%
AM Peak Hour		26	14	12	T = 0.13(X)-5.63	55% / 45%
PM Peak Hour		21	6	15	T = 0.11(X)-5.65	30% / 70%
Reductions for Pass-By Trips						
Daily	0%	0	0	0		
AM Peak Hour	0%	0	0	0		
PM Peak Hour	0%	0	0	0		
Net New External Vehicle Trips						
Daily		243	122	121		
AM Peak Hour		26	14	12		
PM Peak Hour		21	6	15		

[1] Where: T = Trips; X = Density by Variable

STANDARDS FOR ZONING CHANGES

The City Council shall consider the following standards in considering a change to conditions of zoning, 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 proposal would permit an unsuitable use in view of the use and development of adjacent and nearby properties. The Georgia Power substation would be visible from Kimball Bridge Road, as well as from the adjacent office development to the north, Great Oaks Center. The proposed location of the substation between a 100' Georgia Power transmission line easement and Kimball Bridge Road does not provide sufficient area to accommodate proper screening of the substation from adjacent properties.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The proposal would adversely affect the use or usability of adjacent or nearby properties. The Georgia Power substation would be visible from Kimball Bridge Road, as well as from the adjacent office development to the north, Great Oaks Center. The proposed location of the substation between a 100' Georgia Power transmission line easement and Kimball Bridge Road does not provide sufficient area to accommodate proper screening of the substation from adjacent properties.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The proposal would have significant impacts on the natural environment. Based on the submitted tree sampling information, approximately 4,528 caliper inches of trees would be removed for the construction of the substation.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: There are no substantial reasons why the property cannot be used as currently zoned. While the proposed data center expansion was contemplated in the original master plan amendment, a Georgia Power substation was not considered and conditions of zoning intended to protect adjacent and nearby properties by

requiring a 100' undisturbed buffer along the street frontage. In addition, there appear to be other areas on the nearly 40-acre property that could accommodate the substation without impacting the 100' undisturbed buffer.

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 have significant impacts on public facilities and services, such as water and electricity.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: Not applicable.

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 does not reflect a reasonable balance. The substation would be visible from Kimball Bridge Road, as well as from the adjacent office development to the north, Great Oaks Center. The proposed location of the substation between a 100' Georgia Power transmission line easement and Kimball Bridge Road does not provide sufficient area to accommodate proper screening of the substation from adjacent properties.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: There are no substantial reasons why the property cannot be used as currently zoned. While the proposed data center expansion was contemplated in the original master plan amendment, a Georgia Power substation was not considered and conditions of zoning intended to protect adjacent and nearby properties by requiring a 100' undisturbed buffer along the street frontage. In addition, there appear to be other areas on the nearly 40-acre property that could accommodate the substation without impacting the 100' undisturbed buffer.

i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Corporate Office'.

CONCURRENCES

Staff have reviewed the applicant's proposal for changes to conditions of zoning against the review criteria for rezoning. The Georgia Power substation would be visible from Kimball Bridge Road, as well as from the adjacent office development to the north, Great Oaks Center. The proposed location of the substation between a 100' Georgia Power transmission line easement and Kimball Bridge Road does not provide sufficient area to accommodate proper screening of the substation from adjacent properties. While the proposed data center expansion was contemplated in the original master plan amendment, a substation was not considered and conditions of zoning intended to protect adjacent and nearby properties by requiring a 100' undisturbed buffer along the street frontage. In addition, there appear to be other areas on the nearly 40-acre property that could accommodate the substation without impacting the 100' undisturbed buffer.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500’ of the subject property stating the applicant’s intent. The report states that no public comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on June 10, 2026. There were no public comments.

ATTACHMENTS:
• Map Series • Latest Site Plan • CZIM • Citizen Part B • Application

STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: July 20, 2026

AGENDA ITEM:

Request for Proposal 26-116: Webb Bridge Road Design - Morris Road to East of North Point Pkwy
Consideration and approval of the award of RFP 26-116 for the design of Webb Bridge Road from Morris Road to East of North Point Pkwy and multiple intersection upgrades, such as adding traffic signals at the intersections of Douglas Road at Clubhouse Drive and North Point Pkwy at Tradewinds Pkwy to Lowe Engineers consulting firm with a contract term of 17-months from Notice to Proceed, in an amount not to exceed $281,000.00, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award RFP 26-116 for the design of Webb Bridge Road from Morris Road to East of North Point Pkwy and multiple intersection upgrades, such as adding traffic signals at the intersections of Douglas Road at Clubhouse Drive and North Point Pkwy at Tradewinds Pkwy to Lowe Engineers consulting firm with a contract term of 17-month from Notice to Proceed, and an amount not to exceed $281,000.00, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $281,000.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
WEBB BRIDGE ROAD (NPP-GREENWAY)/33641100-541410-C2104	$281,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP 26-116 for Design services on Webb Bridge Road from Morris Road to East of North Point Pkwy and multiple intersection upgrades such as adding traffic signals at the intersections of Douglas Road at Clubhouse Drive and North Point Pkwy at Tradewinds Pkwy.

The procurement method selected is a Request for Proposals (RFP). The recommended vendor is Lowe Engineers.

BACKGROUND

Webb Bridge Road, from Westside Parkway to Morris Road, is included in the GDOT-managed GA 400 Express Lanes project. As part of this project, Webb Bridge Road will be widened to a four-lane roadway consisting of two eastbound lanes and two westbound lanes. To provide a seamless transition with the GDOT improvements, the existing lane configuration on Webb Bridge Road between Morris Road and east of North Point Parkway will be modified accordingly. In addition, an 8-foot wide sidewalk separated by a 5-foot wide planting strip will be constructed along the south side of Webb Bridge Road between Morris Road and North Point Parkway. East of

North Point Parkway, the sidewalk will be widened to 10 feet to match the recently completed sidewalk improvements. The existing sidewalk along the north side of Webb Bridge Road will remain and continue to vary between approximately 5 and 6 feet in width.

Additionally, the following intersection improvements are included in this project:

- Webb Bridge Road at Westside Pkwy: Designing dual left turn lanes (southbound) from Westside Pkwy onto Webb Bridge Road.
- North Point Pkwy at Tradewinds Pkwy: Designing a traffic signal for this intersection. A longer left turn lane will be provided from North Point Pkwy onto Tradewinds Pkwy to accommodate future traffic flow accessing the GA-400 express lanes via Tradewinds Pkwy.
- North Point Pkwy at Morris Road: Converting this from a signalized to a non-signalized intersection. In other words, removing the existing traffic signal and all components associated with the traffic signal, and closing the median on North Point Pkwy. Considering the new traffic signal that will be installed at the intersection of North Point Pkwy and Tradewinds Pkwy, it is recommended to remove the traffic signal at North Point Pkwy and Morris Road to improve traffic flow and safety.
- Douglas Road at Clubhouse Drive/ Cannonero Drive: A new traffic signal will be designed at this intersection.

PROCUREMENT METHOD

Request for Proposals (RFP): This method allows the City to seek a solution or service that is complex and/or requires customization. Unlike an Invitation to Bid (ITB), an RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach, innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFP, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

The focus of an RFP is multi-layered, but ultimately aims to select the best firm to fulfill a specific need within required time frame, considering both qualifications and cost. As opposed to an ITB (Invitation to Bid), the RFP process allows for negotiations with firms after proposals have been evaluated. This flexibility allows the City to refine requirements, discuss terms, and potentially negotiate aspects of the contract (e.g. cost) before finalizing the award.

PROCUREMENT PROCESS

The Department of Public Works, with guidance from the Finance Department, prepared RFP 26-116 which was issued on April 16, 2026. RFP 26-116 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 2112 vendor invites (281 Bonfire, and 1831 Georgia Procurement Registry) and 60 document takers. RFP 26-116 responses were received on May 14, 2026 and included proposals from 5 firms, listed below:

1. Lowe Engineers ($281,000.00)
2. LJA Engineering (384,850.00)
3. Halff (495,585.00)
4. Moffatt & Nichol (557,158.00)
5. Keck & Wood (692,093.85)

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Public Works Department evaluated the proposals based on the following criteria (100 points total):

- Statement of Qualifications: Project Manager, Project Team, Subconsultants (20 points)
- Example Projects (20 points)
- Technical Approach (35 Points)
- Cost Proposal (25 points)

Evaluation Committee members independently evaluated and scored each proposal for all criteria above, excluding cost. Upon completion of the independent evaluations, cost was added to the overall scoring, resulting in the following rankings:

1. Lowe Engineers (87.33 points out of 100)
2. Moffatt & Nichol (74.94 points out of 100)
3. LJA Engineering (72.25 points out of 100)
4. Keck & Wood (71.48 points out of 100)
5. Halff (63.51 points out of 100)

PROCUREMENT AWARD RECOMMENDATION

The Evaluation Committee recommends award of RFP 26-116 to Lowe Engineers consulting firm as the high-scoring proposal. The Evaluation Committee met with Lowe Engineers on June 11, 2026 to go over the project scope and the proposed Best and Final Offer (BAFO), and to ensure that city's expectations are clear for this project's design. Lowe Engineers consulting firm has successfully completed multiple projects similar in scope to this project.

ALTERNATIVES:

Do not award the project for design, and it could be postponed to a future date for re-advertisement and design.

ATTACHMENTS:

1. Webb Bridge Road Fee Estimate_Lowe Revised_2026.06.17
2. Lowe Eng 26-116 Contract
3. Scorings of all firms

City of Alpharetta RFP-26-116
Webb Bridge Rd

LOWE ENGINEERS, LLC
COST SUMMARY BY TYPE OF IMPROVEMENTS

FEE PROPOSAL - ***Revised 06/17/2026***

Scope Item	Type of Improvement	Cost/Price
1	**Webb Bridge Road Sidewalk** From Morris Road to east of North Point Pkwy Approx. 2800 LF Sidewalk; 20' Xsections Approx. 1000 LF Wall Design Signal Pole relocation at N. Point & ccordination with GA 400 (peds incl. previously) Lighting Plans; no photometrics Survey as outlined in proposal	**$158,485.00**
2	**Intersection Improvements** Westside Pkwy SB to Webb Bridge Rd - Dual Lefts; plus signal modifications due to GA 400 North Point Pkwy at Tradewinds Pkwy - New Signal & extend NB left turn lane 150' North Point Pkwy at Morris Rd - Remove Signal/Close Median Survey as outlined in proposal; SUE QL B at Tradewinds & Westside	**$76,700.00**
3	**Douglas Rd at Clubhouse Dr/Cannonero Dr** Add New Signal Add Northbound and Southbound left turn lanes; 20' Xsections See detailed breakdown attached; incl. SUE QL B	**$45,815.00**
TOTAL FEE PROPOSAL		**$281,000.00**

Specific Fee Estimate Exclusions:

1. *Special Wall Design (only Standard walls will be used)*
2. *Staging Plans (Notes Only)*
3. *SUE Level A*
4. *Signal Timings*
5. *ITS installation or upgrades beyong connecting to signal*
6. *Major Changes in design between Preliminary and Final Plans*
7. *Landscaping Design*
8. *Lighting Photometrics and any special foundations*

Note: Added scope is shown in red

City of Alpharetta RFP-26-116
Webb Bridge Rd

COST PROPOSAL

Item: Douglas at Clubhouse/Cannonero Intersection

FEE PROPOSAL

Direct Costs

PERSONNEL	EST HOURS	RATE/HR	COST($)	TOTALS
RDWY DESIGN				
PRINCIPAL-IN-CHARGE	2	$ 290.00	$ 580.00	
PROJECT MANAGER	10	$ 260.00	$ 2,600.00	
TRANSPORTATION ENGINEER, SENIOR	11	$ 160.00	$ 1,760.00	
TRANSPORTAION ENGINEER	67	$ 150.00	$ 10,050.00	
DESIGNER, SENIOR	86	$ 120.00	$ 10,320.00	
DESIGNER	77	$ 95.00	$ 7,315.00	
ADMINISTRATIVE SUPPORT	0	$ 90.00	$ -	
SUBTOTAL RDWY				$ 32,625.00
SURVEY				
SURVEYOR, PRINCIPAL	4	$ 250.00	$ 1,000.00	
SURVEYOR, SENIOR	18	$ 160.00	$ 2,880.00	
REGISTERED LAND SURVEYOR	14	$ 165.00	$ 2,310.00	
TECHNICIAN, SURVEY	8	$ 75.00	$ 600.00	
SURVEY CREW (2-MEMBERS)	40	$ 160.00	$ 6,400.00	
SUE DESIGNATING CREW (2-MEMBERS)	8	$ 145.00	$ 1,160.00	
SUBTOTAL SURVEY				$ 13,190.00
TOTAL DIRECT LABOR				$ 45,815.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			$ -	
SUPPLIES			$ -	
TRAVEL			$ -	
SUBCONTRACTORS			$ -	
			$ -	
			$ -	
			$0.00	
TOTAL DIRECT COSTS				$ -
TOTAL AMOUNT FOR ITEM	Douglas at Clubhouse/Cannonero Intersection			**$ 45,815.00**

City of Alpharetta RFP-26-116
Webb Bridge Rd

WORK HOUR ESTIMATE

Item: Douglas at Clubhouse/Cannonero Intersection

FEE PF

#	ITEM/TASK DESCRIPTION	# DWGS	PRIN	PROJ MGR	SENIOR ENG	ENG	DESIGN SR	DESIGN	PROJ ADMIN	TOTAL	% OF TOTAL
1	Project Management & Coordination									0	0%
2	Project Meetings (2 via Teams, Inperson PFPR & FFPR)									0	0%
	Concept (30%)									0	0%
3	Data Gathering					4				4	2%
4	Alternatives Layouts			1		8		4		13	5%
5	Alternatives Cost Estimates				1		2			3	1%
6	Final Concept Drawings and Estimate			1		2		2		5	2%
	Preliminary (60%)									0	0%
7	Geometrics/Modeling (Plan, Profile, Xsections)				1	30				31	12%
8	Plan Development (Series 1-9, 13, 15, 17, 23, 24, 26, 27	21	2			2	40	30		74	29%
9	Erosion Control Plans (Series 54 initial Only)					2				2	1%
10	Quantities and Cost Estimate				1		4	4		9	4%
11	QA/QC & Submittal			2	2					4	2%
	Pre-Final (90%)									0	0%
12	Adress PFPR Comments			1		4	4	4		13	5%
13	ROW Plans (Not anticipated at this time)									0	0%
14	Full Erosion Control Plans (50-56)				1	4		8		13	5%
15	Final Plans Development	21				2	30	15		47	19%
16	Final Cost Estimate				1		2	2		5	2%
17	QA/QC & Submittal			2	2					4	2%
18	LDP Submittal & address Comments (2 submittals)			2		4		4		10	4%
	Final Bid Documents (100%)									0	0%
19	Update Plans				1	4	4	4		13	5%
20	Update Cost Estimate/ Bid Tab			1		1				2	1%
21	Special Provisions				1					1	0%
	TOTAL RDWY		**2**	**10**	**11**	**67**	**86**	**77**	**0**	**253**	

TOTAL

City of Alpharetta RFP-26-116
Webb Bridge Rd

WORK HOUR ESTIMATE

FEE PROP Douglas at Clubhouse/Cannonero Intersection

#	ITEM/TASK DESCRIPTION	# DWGS	SURV PRIN	SURV SR	RLS	SURVEY TECH	SURVEY CREW	SUE CREW	TOTAL	% OF TOTAL
	SURVEY								0	0.0%
	Property Database								0	0.0%
1	Tax Map & Deed Research				10				10	10.9%
2	Property Corner Surveys & CADD						12		12	13.0%
	Topographic Surveys								0	0.0%
3	New Alignment Staking								0	0.0%
4	Roadway Profile Surveys & CADD			5			8		13	14.1%
5	Surface Utility Surveys & CADD (SUE QL B)		2	8		8	7	8	33	35.9%
6	Supplemental Topo Surveys & CADD			5			13		18	19.6%
7	Railroad Surveys & CADD								0	0.0%
8	Channel Hydraulic Surveys & CADD								0	0.0%
9	Wetland Survey Location & CADD								0	0.0%
	Management & coordination								0	0.0%
10	Meetings & Coordination				2				2	2.2%
11	Quality Control				2				2	2.2%
12	Project Management		2						2	2.2%
	TOTAL SURVEY		**4**	**18**	**14**	**8**	**40**	**8**	**92**	

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between LOWE ENGINEERS, LLC, a Georgia limited liability company with its principal office located at 990 Hammond Drive, Suite 900, Atlanta, GA 30328 (the "*Consultant*") and the CITY OF ALPHARETTA, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals 26-116 dated April 16, 2026 (the "*RFP*"), including any addenda thereto, the Consultant's Proposal dated May 14, 2026 (the "*Proposal*"), all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Consultant's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if there is a conflict between the language in the RFP and the Proposal, the language in the former will govern.

2. Scope of Services. The Consultant's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general **WEBB BRIDGE ROAD DESIGN: MORRIS ROAD TO EAST OF NORTH POINT PKWY**, includes, but may not be limited to, design work from concept drawing, engineering survey, utility coordination, right-of-way plans, final construction plans, and construction cost estimates, with multiple project components:

(a) Designing a traffic light at the intersection of Douglas Rd & Clubhouse Dr.
(b) Designing a traffic light at the intersection of North Point Pkwy & Tradewinds Pkwy.
(c) Necessary designs to remove the existing traffic light at the intersection of North Point Pkwy & Morris Rd.
(d) Designing a traffic light at the intersection of Westside Pkwy & Webb Bridge Rd.
(e) Webb Bridge Rd design from Morris Rd to east of North Point Pkwy

The Work is located within the City of Alpharetta.

3. Contract Prices. As finally awarded by the City, the City will pay Consultant to complete the Work as set forth herein, in Exhibit "A", and in the Scope of Work in accordance with the total turn-key pricing established in Consultant's Proposal. The City shall pay Consultant a fixed fee in the amount of **TWO HUNDRED EIGHTY-ONE THOUSAND DOLLARS [$281,000.00]** for Consultant's full performance of the Work. The authority to execute a change order on behalf of the City shall be in accordance with the City's Procurement Policy, as may be amended from time to time.

This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Consultant. Payment to sub-contractors and suppliers is the responsibility of the Consultant. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attn: Arash Moradkhani

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Consultant must send an invoice detailing the

appropriate charges as currently allowed. Upon receipt of Consultant's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Consultant's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Consultant except for those claims previously made in writing against the City by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

(a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract, and the Consultant shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Consultant from the City. The Consultant shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.

(b) Time for Performance. Consultant shall perform the Work in accordance with the project schedule as mutually agreed to by the parties prior to the Commencement of Work until completion. The Consultant shall fully perform and complete the Work for **WEBB BRIDGE ROAD DESIGN: MORRIS ROAD TO EAST OF NORTH POINT PKWY.**

(c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Consultant shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.

5. Term and Termination.

This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 14 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In the event of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

As required by O.C.G.A. § 36-60-13, this Contract will automatically and absolutely terminate without further obligation on the City on the last day of its fiscal year, each year of the term of this Contract, and furthermore, this Contract shall automatically renew on the first day of its fiscal year, each year of the term of this Contract, unless written notice is given by the City of its intent to terminate the Agreement at least sixty (60) days prior to the last day of any given fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain with the Consultant until fully paid for by the City (if any such transfer of title is applicable to this Contract).

6. Representations and Warranties. Consultant represents and warrants to the best of our knowledge, information and belief that:
(a) Consultant has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;

(b) Consultant will 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 will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

(c) Consultant will perform its obligations hereunder in a good, professional and workman-like manner, and in accordance with City's specifications and the terms of this Contract;

(d) All services performed by the Consultant under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession or trade currently practicing in the same locality under similar conditions; and

(e) Consultant, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

7. Licenses, Registrations, Certifications and Permits. The Consultant will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Consultant represents to the City that the Consultant and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Consultant will supply copies of any such licenses, certifications or permits to the City upon request.

8. Insurance.

(a) Insurance Generally. Consultant must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

(a) Statutory Worker's Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease, or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Consultant is self-insured, Consultant must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Consultant qualifies to pay its own workers' compensation claims.

(b) Comprehensive General Liability insurance with minimum combined single limits of $1,000,000 (one million dollars) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Consultant. The policy must include coverage for bodily injury, broad form property damage (including completed

operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.

The policy must contain a severability of interests provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City and its elected officials, officers, employees, and agents as additional insured parties.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Consultant's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

(d) Umbrella/Excess Liability insurance with minimum combined single limits of $2,000,000 (two million dollars) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(e) Errors & Omissions Professional Liability Insurance; Professional Liability (Errors & Omissions) insurance of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Architect's errors, omissions, or negligent acts, covering professional services rendered by the Consultant to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the commencement of services under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is canceled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Consultant's performance of the professional services under this Contract, Consultant shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(b) Requirements of Insurance.

(a) Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must continuously cover all liability, claims, demands, and other obligations assumed by the Consultant.

(b) No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.

(c) Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation or termination in such policy.

(d) Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

(e) Consultant will ensure that any and all policies of insurance procured hereunder will

provide for a waiver of subrogation against the City, and Consultant 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. The Consultant's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Contract. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Consultant must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Consultant must 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 must 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. Consultant must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

9. Indemnification. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and reasonable attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Contract. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Subcontractors and Consultant Personnel.

(a) No Subcontractors. No subcontractor or consultant will be retained by Consultant to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

(b) Subcontractor Requirements. Administration of any approved subcontractor will be the Consultant's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Consultant by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

(c) Key Staff. Where Consultant has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Consultant will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Consultant agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

(i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

(ii) Disciplinary reasons;

(iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

(iv) At the request of the member of Key Staff.

In the event Consultant permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Consultant will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Consultant agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Consultant to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Consultant. Consultant agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

11. Independent Consultant. The Consultant will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Consultant will have no authority to contract for or bind City in any manner. Consultant will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Consultant will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

12. Conflict of Interest. The Consultant represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Consultant to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Consultant's response to the City's RFP.

13. Ownership of Work Product. The City acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the City shall receive ownership of the final construction documents prepared under this Agreement. The City shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the construction documents from or through the City without the written authorization of the Consultant.

Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files, or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

14. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail, with return receipt requested, or hand delivered:

(a) If to the Consultant, at the following address:

Lowe Engineers, LLC,
990 Hammond Drive, Suite 900,
Atlanta, GA 30328
Attention: Richard Meehan, PE

(b) If to the City, at the following address:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

15. Public Records. Consultant understands that in accordance with O.C.G.A. § 50-18-70, *et seq.,* the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the City to all documents subject to disclosure under applicable law. Consultant's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Consultant agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Consultant's or the City's right to defend against disclosure of records alleged to be public.

16. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City 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 City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Consultant registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Consultant will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

(a) Pursuant to O.C.G.A. § 13-10-91, Consultant represents, warrants, acknowledges, and/or agrees that:

The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and Sub-subcontractors will not enter into any contract with a subcontractor or sub- subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(b) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Consultant, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(a) Consultant, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

(b) Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor in connection with the covered contract, the Consultant will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Consultant/subcontractor agreement. Further, it will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(c) Pursuant to O.C.G.A. § 13-10-91, in the event the Consultant employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Consultant of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavitfrom any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Consultant.

(d) In lieu of the affidavit required by this Section, if Consultant, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state-issued identification card.

(c) The Consultant must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

17. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Consultant, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Consultant will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Consultant's agents and/or subcontractors comply with same. Further, Consultant, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Consultant without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract 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.

(i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's

waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) **Mediation**. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the City and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The City and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

In the event mediation is not requested, unsuccessful or deemed futile, the Parties shall each be entitled to pursue all available remedies at law or equity.

(k) Additional Terms of Consultant. The City will not be bound by any terms and conditions included in any Consultant invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will 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 Contract.

(m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Consultant. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(n) No Waiver of Governmental Immunity. Nothing in this Contract will 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 Statutes.

(o) Publicity Provision. Consultant will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Consultant will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

(p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Consultant's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

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

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Jennifer McCall, City Attorney

LOWE ENGINEERS, LLC

By:_____
Richard Meehan, PE

EXHIBIT "A"

City of Alpharetta RFP-26-116
Webb Bridge Rd

LOWE ENGINEERS, LLC
COST SUMMARY BY TYPE OF IMPROVEMENTS

FEE PROPOSAL - ***Revised 06/17/2026***

Scope Item	Type of Improvement	Cost/Price
1	**Webb Bridge Road Sidewalk** From Morris Road to east of North Point Pkwy Approx. 2800 LF Sidewalk; 20' Xsections Approx. 1000 LF Wall Design Signal Pole relocation at N. Point & ccordination with GA 400 (peds incl. previously) Lighting Plans; no photometrics Survey as outlined in proposal	**$158,485.00**
2	**Intersection Improvements** Westside Pkwy SB to Webb Bridge Rd - Dual Lefts; plus signal modifications due to GA 400 North Point Pkwy at Tradewinds Pkwy - New Signal & extend NB left turn lane 150' North Point Pkwy at Morris Rd - Remove Signal/Close Median Survey as outlined in proposal; SUE QL B at Tradewinds & Westside	**$76,700.00**
3	**Douglas Rd at Clubhouse Dr/Cannonero Dr** Add New Signal Add Northbound and Southbound left turn lanes; 20' Xsections See detailed breakdown attached; incl. SUE QL B	**$45,815.00**
TOTAL FEE PROPOSAL		**$281,000.00**

Specific Fee Estimate Exclusions:

1. *Special Wall Design (only Standard walls will be used)*
2. *Staging Plans (Notes Only)*
3. *SUE Level A*
4. *Signal Timings*
5. *ITS installation or upgrades beyong connecting to signal*
6. *Major Changes in design between Preliminary and Final Plans*
7. *Landscaping Design*
8. *Lighting Photometrics and any special foundations*

Note: Added scope is shown in red

City of Alpharetta RFP-26-116
Webb Bridge Rd

COST PROPOSAL

Item: Douglas at Clubhouse/Cannonero Intersection
FEE PROPOSAL

Direct Costs

PERSONNEL	EST HOURS	RATE/HR	COST($)	TOTALS
RDWY DESIGN				
PRINCIPAL-IN-CHARGE	2	$ 290.00	$ 580.00	
PROJECT MANAGER	10	$ 260.00	$ 2,600.00	
TRANSPORTATION ENGINEER, SENIOR	11	$ 160.00	$ 1,760.00	
TRANSPORTAION ENGINEER	67	$ 150.00	$ 10,050.00	
DESIGNER, SENIOR	86	$ 120.00	$ 10,320.00	
DESIGNER	77	$ 95.00	$ 7,315.00	
ADMINISTRATIVE SUPPORT	0	$ 90.00	$ -	
SUBTOTAL RDWY				$ 32,625.00
SURVEY				
SURVEYOR, PRINCIPAL	4	$ 250.00	$ 1,000.00	
SURVEYOR, SENIOR	18	$ 160.00	$ 2,880.00	
REGISTERED LAND SURVEYOR	14	$ 165.00	$ 2,310.00	
TECHNICIAN, SURVEY	8	$ 75.00	$ 600.00	
SURVEY CREW (2-MEMBERS)	40	$ 160.00	$ 6,400.00	
SUE DESIGNATING CREW (2-MEMBERS)	8	$ 145.00	$ 1,160.00	
SUBTOTAL SURVEY				$ 13,190.00
TOTAL DIRECT LABOR				$ 45,815.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			$ -	
SUPPLIES			$ -	
TRAVEL			$ -	
SUBCONTRACTORS			$ -	
			$ -	
			$ -	
			$0.00	
TOTAL DIRECT COSTS				$ -
TOTAL AMOUNT FOR ITEM	Douglas at Clubhouse/Cannonero Intersection			**$ 45,815.00**

City of Alpharetta RFP-26-116
Webb Bridge Rd

WORK HOUR ESTIMATE

Item: Douglas at Clubhouse/Cannonero Intersection

FEE P

#	ITEM/TASK DESCRIPTION	# DWGS	PRIN	PROJ MGR	SENIOR ENG	ENG	DESIGN SR	DESIGN	PROJ ADMIN	TOTAL	% OF TOTAL
1	Project Management & Coordination									0	0%
2	Project Meetings (2 via Teams, Inperson PFPR & FFPR)									0	0%
	Concept (30%)									0	0%
3	Data Gathering					4				4	2%
4	Alternatives Layouts			1		8		4		13	5%
5	Alternatives Cost Estimates				1		2			3	1%
6	Final Concept Drawings and Estimate			1		2		2		5	2%
	Preliminary (60%)									0	0%
7	Geometrics/Modeling (Plan, Profile, Xsections)				1	30				31	12%
8	Plan Development (Series 1-9, 13, 15, 17, 23, 24, 26,	21	2			2	40	30		74	29%
9	Erosion Control Plans (Series 54 initial Only)					2				2	1%
10	Quantities and Cost Estimate				1		4	4		9	4%
11	QA/QC & Submittal			2	2					4	2%
	Pre-Final (90%)									0	0%
12	Adress PFPR Comments			1		4	4	4		13	5%
13	ROW Plans (Not anticipated at this time)									0	0%
14	Full Erosion Control Plans (50-56)				1	4		8		13	5%
15	Final Plans Development	21				2	30	15		47	19%
16	Final Cost Estimate				1		2	2		5	2%
17	QA/QC & Submittal			2	2					4	2%
18	LDP Submittal & address Comments (2 submittals)			2		4		4		10	4%
	Final Bid Documents (100%)									0	0%
19	Update Plans				1	4	4	4		13	5%
20	Update Cost Estimate/ Bid Tab			1		1				2	1%
21	Special Provisions				1					1	0%
	TOTAL RDWY		**2**	**10**	**11**	**67**	**86**	**77**	**0**	**253**	

TOTAL

City of Alpharetta RFP-26-116
Webb Bridge Rd

WORK HOUR ESTIMATE

FEE PROP Douglas at Clubhouse/Cannonero Intersection

#	ITEM/TASK DESCRIPTION	# DWGS	SURV PRIN	SURV SR	RLS	SURVEY TECH	SURVEY CREW	SUE CREW	TOTAL	% OF TOTAL
	SURVEY								0	0.0%
	Property Database								0	0.0%
1	Tax Map & Deed Research				10				10	10.9%
2	Property Corner Surveys & CADD						12		12	13.0%
	Topographic Surveys								0	0.0%
3	New Alignment Staking								0	0.0%
4	Roadway Profile Surveys & CADD			5			8		13	14.1%
5	Surface Utility Surveys & CADD (SUE QL B)		2	8		8	7	8	33	35.9%
6	Supplemental Topo Surveys & CADD			5			13		18	19.6%
7	Railroad Surveys & CADD								0	0.0%
8	Channel Hydraulic Surveys & CADD								0	0.0%
9	Wetland Survey Location & CADD								0	0.0%
	Management & coordination								0	0.0%
10	Meetings & Coordination				2				2	2.2%
11	Quality Control				2				2	2.2%
12	Project Management		2						2	2.2%
	TOTAL SURVEY		**4**	**18**	**14**	**8**	**40**	**8**	**92**	

City of Alpharetta RFP-26-116
Webb Bridge Road Designb

LOWE ENGINEERS TEAM
RATE PROPOSAL SHEET - *Revised 6/17/2026*

Personnel Rates

Company	Billing Category	Hourly Rate
Lowe Engineers	Principal-In-Charge	$290.00
Lowe Engineers	Project Manager	$260.00
Lowe Engineers	Transportaion Engineer, Senior	$160.00
Lowe Engineers	Transportation Engineer	$150.00
Lowe Engineers	Designer, Senior	$120.00
Lowe Engineers	Designer	$95.00
Lowe Engineers	Administrative Support	$90.00
Lowe Engineers	Surveyor, Principal	$250.00
Lowe Engineers	Surveyor, Senior	$160.00
Lowe Engineers	Registered Land Surveyor	$165.00
Lowe Engineers	Technician, Survey	$75.00
Lowe Engineers	Survey Crew (2 Members)	$160.00
Lowe Engineers	SUE Designating Crew (2 Members)	$145.00
Lowe Engineers	SUE Locating Crew (2 Members)	$175.00
Atlanta Consulting Engineers	Principal/Senior Engineer	$194.36
Atlanta Consulting Engineers	AutoCAD Technician	$83.55
Atlanta Consulting Engineers	Electrical Engineer 1/PM	$172.46
Atlanta Consulting Engineers	Electrical Engineer 2	$101.50
Atlanta Consulting Engineers	Engineering Tech	$75.88

Webb Bridge Road Design: Morris Road to East of North Point Pkwy

Scoring Summary | Reviewer Scores

Scoring Summary

Active Submissions

View Proposal Analysis

Supplier	Total / 100 pts	B-1 - Statement of Qualifications: Project Manager, Project Team, Subconsultants and References / 20 pts	B-2 - Example Projects / 20 pts	B-3 - Technical Approach / 35 pts	C-1 - Cost Proposal / 25 pts
Lowe Engineers, LLC	87.33 pts	16 pts	16 pts	⚠ 30.33 pts	25 pts ($281,000.00)
Moffatt & Nichol	74.94 pts	17.33 pts	14.67 pts	30.33 pts	12.61 pts ($557,158.00)
LJA Engineering, Inc.	72.25 pts	16 pts	14.67 pts	23.33 pts	18.25 pts ($384,850.00)
Keck & Wood	71.48 pts	17.33 pts	16 pts	⚠ 28 pts	10.15 pts ($692,093.85)
Halff	63.51 pts	16 pts	14.67 pts	18.67 pts	14.18 pts ($495,585.00)

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: July 20, 2026

AGENDA ITEM:

Request For Qualifications (RFQ) 26-1001: Public Bike Share Program: Equipment, Operations, and Services for City of Alpharetta

Consideration to award RFQ 26-1001 to Tandem Mobility, LLC for Public Bike Share Program Services with a contract term of five-years and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of Understanding with the Alpharetta Convention and Visitors Bureau, Inc. for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of Understanding with True North 400 for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents. Consideration to enter into a Memorandum of Understanding with PR Avalon Phase 1 Owner, LLC for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award RFQ 26-1001 for Public Bike Share Program Services to Tandem Mobility, LLC with a contract term of five-years and authorize the Mayor to execute all necessary documents.

Approve the Memorandum of Understanding with the Alpharetta Convention and Visitors Bureau, Inc. for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents.

Approve the Memorandum of Understanding with True North 400 for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents.

Approve the Memorandum of Understanding with PR Avalon Phase 1 Owner, LLC for sponsorship of a Public Bike Share Program and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $60,000 ANNUALLY. PARTNER SPONSORSHIPS WILL CONTRIBUTE $48,000 WITH THE CITY FUNDING THE REMAINING $12,000 (UTILIZING EXISTING NORTHSIDE HOSPITAL MOU FUNDING AS AN ALLOWABLE USE).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Public Bike Share Program (10061650-521200-RHW03)	$60,000
	$0.00
	$0
	$0

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ACVB Sponsorship (10061650-347509-RHW03)	$12,000
True North 400 Sponsorship (10061650-347509-RHW03)	$24,000
Avalon Sponsorship (10061650-347509-RHW03)	$12,000
Bike Share Program User Fees (10061650-347200-RHW03) = Amount TBD at this time	$0

ITEM DESCRIPTION:

This agenda item is for consideration to award RFQ 26-1001 for Public Bike Share Program: Equipment, Operations, and Services for City of Alpharetta.

Procurement method selected is a Request for Qualifications (RFQ).

Recommended vendor is Tandem Mobility, LLC.

BACKGROUND

In 2016, the City launched a bike share program that allowed residents and visitors to have access to bikes along the Alpharetta Big Creek Greenway. During 2020, the company that owned the bike share program ceased operations.

Bike sharing is an innovative transportation program that provides users the ability to pick up a bicycle at any self-service bike station and return it to any other bike station located within the system's service area. It is ideal for short-distance, point-to-point trips. In addition, bike share programs have documented health benefits (e.g. exercise) as well as environmental benefits when implemented as a transportation alternative.

The City wants to restart its Public Bike Share Program in select geographic areas throughout our City to connect our citizens with where they want to, or need to, go.

PROCUREMENT METHOD

Request for Qualifications (RFQ): Purpose is to qualify firms based on their capabilities, experience, and qualifications. Unlike an Invitation to Bid (ITB), an RFQ/RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach, innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFQ, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

As opposed to an ITB, the RFQ/RFP process allows for negotiations with firms after proposals have been evaluated. This flexibility allows the City to refine requirements, discuss terms, and potentially negotiate aspects of the contract (e.g. cost) before finalizing the award.

PROCUREMENT PROCESS

The Department of Recreation, Parks and Cultural Services, with guidance from the Finance Department, prepared RFQ 26-1001 which was issued on October 16, 2025.

RFQ 26-1001 was advertised through the City’s e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 1,289 vendor invites and 21 document takers.

RFQ 26-1001 responses were received on November 13, 2025, and included submissions from 2 firms which is not uncommon in this market segment.

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Recreation, Parks and Cultural Services and Community Development Departments evaluated qualifications based on the following criteria (max of 100 points):

Evaluation Criteria (RFQ 26-1001)

- Statement of Qualifications, Available Resources (40 points)
- Method of Service, Project Approach, Implementation Plan (30 points)

- References (27 points)
- Local Vendor Preference (3 points)

Evaluation Committee members independently evaluated and ranked the RFQ submissions for all criteria above which resulted in the following rankings:

Evaluation Rankings (RFQ 26-1001)

	Total	Statement of Qualifications, Available Resources	Method of Services, Project Approach, Implementation Plan	References
Supplier	**/100 pts**	**/40 pts**	**/30 pts**	**/27 pts**
Tandem Mobility, LLC	81.37 pts	34.67 pts	26 pts	20.70 pts
Drop Mobility	73.47 pts	30.67 pts	23 pts	19.80 pts

Tandem Mobility, LLC is the high-ranking firm and is a comprehensive bike share service provider that offers turnkey solutions for municipalities, campuses, and private developments. They provide hardware (pedal and e-bikes), software (via the Movatic app), maintenance operations, account management, and customer support. They have a track record of operating small to medium-sized bike share programs and providing cross-jurisdictional connectivity.

BIKE SHARE PROGRAM

Staff recommend entering into a 5-year agreement with Tandem Mobility as the high-ranking proposal and have negotiated the following terms:

- Contract Costs: $60,000 annually
- Bicycle Stations: 5
- Bicycles: 25
- Program User Fee Structure: See Below.
    - All program user fees will be retained by the City of Alpharetta to offset program costs.
- Locations: See Below

The Bike Share Program will be restarted with 5 bike (docking) stations funded through joint partnerships as follows:

- City Center Town Green in partnership with the Alpharetta Convention and Visitors Bureau (ACVB).
- Alpha Loop near Westside Parkway in partnership with True North 400.
- North Point Park in partnership with True North 400.
- East Parking Deck at Avalon in partnership PR Avalon (Jamestown LP).
- Rock Mill Park in partnership with City of Alpharetta via existing Northside Hospital MOU funding.

The Program will be provided under an “As a Service” model with the Vendor responsible for providing all required capital equipment (vehicles, docks, signage, and related apparatuses); the installation and deployment of all equipment; ongoing operations, maintenance, and user support; marketing assistance and sponsorship outreach; and all other related services required to successfully deliver the Public Bike Share Program on behalf of the City.

As mentioned above, there will be 25 custom branded Classic Tandem Bicycles with AXA smart locks and 5 custom branded bicycle docking stations. The installation of the project takes approximately ten weeks from the contract signature date. The City of Alpharetta will receive 100% of the net rider revenue through direct deposits on a rolling monthly cadence via the Stripe platform.

Bicycles will be rented by accessing the Tandem mobile app. The fee schedule will be determined by the City and is tentatively structured as follows: 1st hour is free with $2.50 per 30 minutes thereafter.

The Maintenance Services provided by Tandem are as follows:

- Tandem personnel will visit each of the locations to perform general maintenance and cleaning of the Tandem Bicycles.
- Tandem will maintain Tandem Bicycles and all Tandem Bike Racks in clean, sanitary, and safe condition, in good working order.
- Tandem will, at Tandem's sole option and expense, review and make replacements to the Tandem Bicycles, as needed.

Should the program meet City goals, additional bicycle stations could be added as funding allows.

PROCUREMENT COST

Bike Share Program pricing through Tandem is $60,000 annually for a term of 5-Years and includes 5 stations.

Partnerships have been secured to provide funding for 4 stations as follows with the City funding the remaining station through a utilization of Northside Hospital MOU funding as an allowable use:

- ACVB; 1 station; $12,000 annually.
- True North 400: 2 stations; $24,000 annually.
- Avalon: 1 station; $12,000 annually.
    - Please note: the attached partnership MOUs are for 3-year terms. That said, staff fully intends the partnerships will be renewed for the remaining two years upon successful implementation and operation of the bike share program.
- City: 1 station; $12,000 annually (leveraging Northside Hospital MOU monies as an allowable use).

PROCUREMENT AWARD RECOMMENDATION

The Evaluation Committee recommends award of RFQ 26-1001 to Tandem Mobility LLC as the high scoring proposal.

ALTERNATIVES:

Deny the Bike Share program.

ATTACHMENTS:

1. Contract (Tandem Mobility; RFQ 26-1001)
2. Contract Addendum (Tandem Mobility; RFQ 26-1001)
3. (reviewed) Asset Replacement Policy
4. Bike Share Sponsorship MOU (ACVB)
5. Bike Share Sponsorship MOU (True North 400)

6. Bike Share Sponsorship MOU (Avalon)
7. Scoring Summary (RFQ 26-1001)

MASTER BIKE SHARE PROGRAM AGREEMENT

This Master Bike Share Program Agreement (collectively, with any Schedules hereto, the "**Agreement**") is entered into between the entity listed below ("**Client**"), and Tandem Mobility, LLC ("**Tandem**") with an address of 120 W. Main St, Suite 300 Northville MI 48167 as of _____ (the "**Effective Date**").

Client:	Company: City of Alpharetta Contact Name:
Contact Information	Address: Email: Phone:

The Client intends to have a bike share program deployed at City of Alpharetta.

The parties therefore agree as follows:

Section 1

TANDEM SERVICE. Upon the Launch Date (as hereafter defined) of this Agreement and during the term thereafter, Tandem will provide a bike share program in accordance with provisions of this Agreement, the Proposal, and each applicable Schedule (collectively, the "**Tandem Service**").

The Tandem Service shall include, without limitation:

- The right for Users (as defined in Section 6 hereof) to access and use the number and type of bicycles provided by Tandem set forth in Schedule 1, and any subsequent Schedules entered into by the parties hereto(the "**Tandem Bicycles**").
- A license for Client to use Licensed Software of Tandem as described in Section 5 hereof and accompanying User information (the "**Documentation**").
- Maintenance Services, as further described in Schedule 1 hereof.
- Automated locks and bicycle stations as further described in Schedule 1 to be used with the Tandem Bicycles, subject to payment of any applicable fees set forth herein.
- Tandem Marketing Materials.
- Customer services from Tandem for Users.
- A Tandem Partner Support Team for Client.

Section 2

CONTRACT DOCUMENTS. Tandem's performance of the Tandem Service shall be in accordance with this Agreement, the Schedule(s), the Tandem-Alpharetta Addendum, the Tandem Proposal, the City of Alpharetta Request for Qualifications 26-1001 dated October 16, 2025, the RFQ, including and addenda thereto This Agreement and its attachments shall be construed to be supplemental to one another to the extent possible. In the case of any inconsistency, conflict, or ambiguity among this Agreement and its attachments, the documents shall govern in the following order: (i) the applicable Schedule, (ii) this Agreement and RFQ.

Section 3

TERM OF AGREEMENT; EXCLUSIVITY.

The following terms shall be defined as follows:

a. **"Initial Launch Date**," means the date mutually agreed to between the parties in writing for Tandem to implement the Tandem Service. The Initial Launch Date shall only become effective upon written binding agreement between Tandem and the Client for the fees set forth in Schedule 1. The parties understand and agree that if either party will seek a sponsorship to provide financing related to this Agreement to provide the Tandem Service hereunder then the party seeking a sponsorship must receive prior written approval of the other party, approval to be in the sole discretion of the non-requesting party. Upon the Initial Launch Date, any agreed upon Schedule(s) shall become effective and Tandem shall make good faith efforts to provide all contemplated services under any agreed Schedule hereto, contingent upon timely receipt of Client pre-launch deliverables and any other deliverables out of Tandem's control such as shipping timelines.

b. "**Overall Term**" means a five (5) year period starting on the Effective Date. This agreement will renew for successive five (5) year renewal periods unless either party gives the other prior written notice of termination at least thirty (30) days prior to the end of such Schedule's then-current term.

c. "**Service Term**" means the period from the Initial Launch Date through the date all Schedules have terminated or expired.

d. "**Schedule Term**" means the period of effectivity of any individual Schedule as therein defined (as further described in Section 4 hereof) through its expiration date. Additional Schedules may be suggested, negotiated and agreed between the parties in signed writing at any point during the Overall Term.

e. During the Overall Term, Client agrees that Tandem shall exclusively be the only bicycle sharing, bicycle rental, and/or shared mobility service promoted and used by Client.

Section 4
SITE SURVEY; LOCATIONS.

a. **Initial Locations.** Client acknowledges and agrees that during the Overall Term Tandem may perform a site survey of those site(s) where Client has suggested that the Tandem Bicycles be installed. Client, in consultation with Tandem, will decide on the initial location(s) where the Tandem Bicycles will be installed. The launch of the Tandem Service on the Initial Launch Date is subject to both Tandem and the Client fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Tandem to launch the Tandem Service at the Initial Location(s), including without limitation payment of any applicable fees set forth in the Schedule(s).

b. **Additional Locations**. Additional Locations (each an "**Additional Location**" and together with the Initial Locations, collectively, the "**Locations**") and/or additional Tandem Bicycles may be added from time to time by prior written request of the Client pursuant to an additional Schedule hereto. The parties will mutually agree in writing to the estimated launch date of an Additional Location in the applicable Schedule. The actual launch date of an Additional Location will be the date that Tandem is reasonably able to make the Tandem Service available to the Client at the Additional Location. Tandem will notify the Client of the actual launch date of an Additional Location by email. The launch of an Additional Location is subject to both Tandem and the Client fulfilling all of their obligations under this Agreement which are required to be fulfilled to enable Tandem to launch the Tandem

Service at the Additional Location(s), including without limitation payment of any applicable fees set forth in the applicable Schedule.

Section 5

LICENSE GRANT.

a. **License Grant**. Subject to the terms and conditions of this Agreement, Tandem hereby grants Client a non-exclusive, non-transferable, royalty-free, fully paid up, limited license during the Overall Term to access and use the Licensed Software, as hosted by Tandem or its third party platform provider(s), from locations in the United States and to use the documentation provided by Tandem solely for Client's management of the Tandem Bicycles at the Locations.

b. **Restrictions**. Client will not, and will not permit third parties to, (i) permit any third party to access the Licensed Software except as permitted herein or use the Licensed Software as a service bureau, application service provider, or similar business, (ii) create derivate works based on the Licensed Software, (iii) copy, frame, mirror, delete, alter, or obscure any part or content of the Licensed Software, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Licensed Software, in whole or in part, nor will Client use any mechanical, electronic or other method to trace, decompile, disassemble, circumvent, or identify the source code of the Licensed Software or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Licensed Software in order to: (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Licensed Software, (vi) sell, resell, rent or lease the Licensed Software, (vii) use the Licensed Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Licensed Software in violation of the Documentation), (viii) store or transmit virus or other malicious code through the Licensed Software, (ix) interfere with or disrupt the integrity or performance of the Licensed Software, (x) attempt to gain unauthorized access to the Licensed Software or their related systems or networks, or (xi) use the Licensed Software and other third party software or products made available to Client in connection with this Agreement other than as intended. Client shall provide to Tandem a list of authorized users of the Licensed Software.

c. **Ownership**. Except for the rights granted to Client in this Section, all right, title and interest in and to the Licensed Software and the Documentation, including without limitation all intellectual property embodied therein, shall remain exclusively with Tandem or the relevant third party and Tandem reserves all rights therein and thereto. The license granted hereunder includes no rights in or to the source code versions of the Licensed Software or to the object code version of the Licensed Software, other than to the object code version as hosted by Tandem or its third party hosting provider.

d. **Data Sharing**. Tandem shall provide the Client with quarterly data specified in Schedule 1 by quarterly dispatch on an at least quarterly basis. The quarterly dispatch will include the data set forth in Schedule 1. Tandem will also provide the Client with access to the system dashboard for the Licensed Software that provides real-time access to bikes, users, and trip data. Tandem will provide system utilization metrics and a fleet health review and recommendations annually and upon Client's written request.

Section 6

TANDEM MEMBERSHIP.

a. "**Tandem Member**" means a person who has completed Tandem's membership application, been approved for membership by Tandem, and entered into Tandem's then-current member agreement and waiver. Tandem may revise the membership application and member agreement from time to time in its sole discretion.

b. "**User**" means a Tandem Member in good standing that has been authenticated by Tandem. Users are eligible to use the Tandem Bicycles subject to Tandem's then current policies and procedures, including without limitation the terms and conditions of Tandem's member agreement. Tandem owns all right, title and interest in and to any and all information and data submitted to Tandem by Users and prospective Users. Tandem agrees that it will not sell User data.

c. **Payment of Membership and Usage Fees**. Users shall be responsible for paying, via credit card, the annual membership fee, usage fees, and such additional fees and charges as set forth at admin.movatic.co as adjusted from time to time through the Licensed Software or via email. All fees paid by Users will be processed by a third party credit card or payment processor. Tandem will not personally receive, process, retain or maintain any credit card data.

Section 7

OBLIGATIONS; CONSENTS. Client represents and warrants to Tandem that Client has all rights, licenses, consents, authorizations and permits necessary to permit Tandem to install the Bicycles at the Locations and to provide the Tandem Service at the Locations. Further, Client will:

a. with prior written approval from Client, in its sole discretion, grant Tandem, during the Overall Term, use of the Client's name and Client's logo, in connection with Tandem's Bicycles at properties, including without limitation in connection with any marketing campaign, press release, or case study of Tandem.

b. Permit Tandem personnel to access each Location to perform a site survey as described in Section 1(b), take pictures of the Location, and otherwise review and inspect the Location with Client's personnel to determine a mutually agreed to area at each Location to install Tandem Bicycles and Tandem stations.

c. Provide the required square footage in an area at each Location mutually agreed to by the parties to enable Tandem to install the Tandem stations and Tandem Bicycles and provide the necessary additional space for any mutually agreed to increase in the number of Tandem Bicycles. In addition, if mutually agreed by the parties, (i) Client will accept shipments of the Tandem Bicycles and related materials and will store the Tandem Bicycles and related materials in a secure location until Tandem personnel arrive to install Tandem Bicycles and (ii) Client shall permit Tandem to dispose of shipping materials at the Locations and provide access to Client's trash and recycling facilities in connection with same.

d. Permit Tandem personnel to access each Location, at a mutually agreed to dates and times of the parties, to set-up and install the Tandem Bicycles and Tandem Signage at the Locations, including installation of appropriate bicycle stations to be provided by Tandem, and to take pictures of the Tandem Bicycles as installed at each Location. Tandem shall have the right to use the pictures for advertising and marketing purposes, with Client's prior written consent.

e. Permit Tandem personnel to access the Locations during normal business hours Monday through Friday, or as may be otherwise mutually agreed to by the parties, to provide Maintenance Services. Client will provide Tandem with an appropriate number of parking passes or parking validations to be provided to Tandem personnel to enable Tandem personnel to access the Locations without charge.

f. Keep all Locations where Tandem Bicycles are stored clean and debris-free, in substantially similar condition to the condition of the Locations as of the Launch Date for such Locations.

Section 8

TANDEM BICYCLES.

a. Client will use reasonable efforts to report any maintenance or other issues relating to the Tandem Bicycles or the Tandem stations or facility on Client premises to Tandem. Client shall report any issues to Tandem at partnersupport@tandem-mobility.com and Tandem shall initiate a resolution within 2 business days (M-F). Such reasonable efforts by the Client will be construed to mean only a general visual inspection to look for flat tires, obvious and material cosmetic defects to the bicycles and/or stations, and graffiti. Tandem will respond to all maintenance issues reported by Client as soon as commercially practicable within the established service cadence per the asset type and contract scope.

b. Client acknowledges that the bicycles are subject to the Asset Replacement Policy.

c. Tandem will provide the number of bicycles specified in Schedule 1, unless otherwise mutually agreed to in advance by the parties in signed writing.

Section 9

SERVICES; RELATIONSHIP OF THE PARTIES. Subject to the terms and conditions of this Agreement, Tandem will provide the Tandem Service set forth herein and Client will perform the obligations set forth herein. The relationship of the parties to this Agreement is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any such authority, to any person.

Coverage will be placed with insurance carriers with an A.M. Best Rating of not less than A- and financial rating of not less than VII.

Section 10

LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

a. General. Each party represents and warrants that: (i) this Agreement has been duly approved by all necessary action of such party; (ii) it has full power and authority to enter into and execute this Agreement; (iii) this Agreement is valid, binding and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not result in a violation or breach of and does not contravene, violate or conflict with any provision of applicable law, regulations or obligations to which it is a party.

b. Tandem Service. Tandem represents and warrants that the Tandem Service will be provided in a professional and workmanlike manner and in accordance with the terms of this Agreement. As Client's sole and exclusive remedy, and Tandem's sole liability, for any breach of the foregoing warranty shall be for Tandem will re-perform the applicable Tandem Service so that it conforms to the requirements of this Agreement.

c. **Disclaimer**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANDEM MAKES NO WARRANTIES WITH RESPECT TO THE TANDEM SERVICE OR THE SUBJECT MATTER OF

THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE TANDEM SERVICE WILL MEET CLIENT'S REQUIREMENTS.

d. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TANDEM SERVICES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANDEM'S LIABILITY HEREUNDER WILL NOT EXCEED SIX (6) MONTHS OF SERVICE FEES PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S BREACH OF OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 11. CLIENT ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK.

Section 11

CONFIDENTIALITY; SUGGESTIONS.

a. **Confidentiality.** Each party acknowledges that during the term of this Agreement the other party may not disclose information, whether orally, visually, or in tangible form, that such disclosing party considers proprietary and confidential, and which is disclosed or marked as proprietary or confidential (any such information, "**Confidential Information**") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as Client hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 11 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving party's obligations and to seek immediate injunctive relief with respect thereto.

b. **Suggestions**. Client may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Tandem with respect to the Tandem Service (collectively, "**Suggestions**"). Both parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by Client shall not, absent a signed, written agreement with Tandem, create an obligation of confidentiality for Tandem. Client agrees that it shall not give any Suggestion that is subject to license terms or restrictions that seek to require any Tandem technology, service, product or documentation incorporating or derived from such Suggestion, or any Tandem intellectual property, to be licensed or otherwise shared with Client or any third party. Furthermore, Client hereby assigns all right, title and interest in and to Suggestions to Tandem including without limitation all intellectual property rights therein, and will take any and all actions reasonably requested by Tandem to effect such

assignment.

Section 12

TERMINATION.

This Agreement may be terminated upon thirty (30) days prior written notice

a. by Tandem (a) if any payment due hereunder (other than with respect to charges then subject to a good faith dispute) is not paid by Client, and such default is not cured within ten (10) business days of receiving notice in writing from Tandem of such failure (whether or not Tandem avails itself of its right to suspend the Tandem Service); or

b. by either party in the event: (a) the other party materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach or provide the other party with an acceptable plan for curing such breach within thirty (30) days after receipt by the breaching party of written notice specifying the breach; (b) a receiver, trustee, administrator, or administrative receiver is appointed for the other party or its property; (c) the other party makes an assignment for the benefit of creditors; (d) any proceedings should be commenced against the other party under any bankruptcy, insolvency, or debtor's relief law, and such proceedings shall not be vacated or set aside within sixty (60) days from the date of commencement thereof; or (e) the other party is liquidated or dissolved.

d. Termination shall not relieve Client of the obligation to pay any fees accrued or payable by Client to Tandem prior to the effective date of termination.

e. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's reasonable request, return all of the other party's Confidential Information, including all copies thereof. The payment and fee provisions set forth in each Schedule shall survive any termination or expiration of this Agreement with respect to any fees due and owing hereunder at the effective date of termination. The terms of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including Sections 12, 13.

Section 12

NOTICES. Except as otherwise provided in this Agreement, all notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and sent by certified mail or email to the physical addresses or email addresses noted in the Schedule or to such changes of address of which one party notifies the other in accordance with this provision. A notice shall be deemed effective: (a) upon delivery, if delivered personally by hand to a party; (b) one (1) business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; (c) five (5) business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested; or (d) twenty-four (24) hours after the email is sent, if no notice of non-delivery is received within twenty-four (24) hours of transmission.

Section 13

MISCELLANEOUS.

a. Each party represents and warrants to the other that it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement.

b. This Agreement and Contract Documents named in Section 2 are the entire agreement between the

parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

c. This Agreement may only be modified or amended in signed writing mutually agreed to by the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time.

d. This Agreement and the rights granted under it may not be assigned or transferred by either party without the prior written consent of the other party.

e. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect.

f. The paragraph headings contained in this Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Agreement.

g. Neither party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, failures of suppliers, utility or telecommunications outages, or other significant event beyond the reasonable control of the affected party, provided the non-performing party promptly notifies the other party in writing and takes commercially reasonable and expedient action to resume performance.

h. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed to be an original and which together will constitute one and the same instrument.

i. The signature of any of the parties may be evidenced by an electronic or facsimile copy of this Agreement bearing such signature, and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

AGREED TO BY:

TANDEM MOBILITY, LLC

By:_____

Name:_____

Title:_____

CLIENT: CITY OF ALPHARETTA

By:_____

Name: Jim Gilvin

Title: Mayor

Date:_____

Approved as to Content:

_____

Chris Lagerbloom, City Administrator

Approved as to form and legal sufficiency:

_____

Rachel Talasaz City Attorney

SCHEDULE 1:

Number of Tandem Bicycles and Stations to be provided by Tandem	25 Classic Tandem Bicycles with AXA smart locks, custom branded 5 stations, custom branded
Estimated Initial Launch Date	Summer 2026 Guaranteed within 10 weeks of project being "install ready" with signed Launch Work Order. Launches are batched by region. Partner Support team will provide a launch estimate when Client's region is up next.
Location(s)	5 locations, TBD by the Client, in consultation with Tandem
Initial Term	5 years from Initial Launch Date
Tandem Services Annual Fees	$60,000 annually
Product and One Time Fees	$0
Other Terms	Client receives 100% net rider revenue through direct deposits on a rolling monthly cadence via the Stripe platform. Program will be included in the GO National Pass at no cost to the Client. Members have access to the Rent.Fun and Tandem Mobility nationwide network of bikes and self-service kayaks & lawn games.

Additional Schedules. Client may request additional Tandem Bicycles, Locations, and other items or services as part of the Tandem Service by submitting a written request to Tandem which will among other things as applicable specify the requested number of Tandem Bicycles, the Locations and the estimated Launch Dates. Any such request, if accepted by Tandem in signed writing, will specify any additional cost and will be governed by this Agreement. This Agreement will be deemed incorporated by reference into any such requests accepted by Tandem.

Maintenance Services. Tandem will provide the following Maintenance Services with respect to the Tandem Bicycles:

1. Tandem maintenance personnel will visit each of the Locations of Client to perform general maintenance and cleaning of the Tandem Bicycles.
2. Tandem will maintain all Tandem Bicycles and all Tandem Bike Racks in clean, sanitary, and safe condition, in good working order, and in accordance with the provisions of this Agreement, the Request for Proposals, the Proposal, and all applicable industry standards.
3. Tandem will, at Tandem's sole option and expense, review and make replacements to the Tandem Bicycles, as needed.

Quarterly Data. Tandem shall provide the following data for users in writing to Client in each quarterly data dispatch:

1. Total Trips - By Month; Average/Medium Duration
2. Trips over time - Busiest day; Busiest time of day
3. Starts/Ends by station
4. Total Users - By Month
5. Trips by payment type/membership type

MASTER BIKE SHARE PROGRAM AGREEMENT BETWEEN
CITY OF ALPHARETTA AND TANDEM MOBILITY, LLC
ADDENDUM NO. 1

This Addendum supplements that certain Master Bike Share Program Agreement (collectively referred to as the "Agreement") between TANDEM MOBILITY, LLC, a Michigan limited liability company ("Service Provider") and the CITY OF ALPHARETTA, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and Alpharetta City Council ("City"), of even date herewith, to add the following provisions thereto:

WHEREAS, the City and Service Provider share the operational intent that the program contemplated by this Agreement continue for a full five-year term; and

WHEREAS, the Parties acknowledge that this five-year intent is structured through successive annual fiscal-year terms as required by O.C.G.A. § 36-60-13, and that this recital states the Parties' shared intent and creates no independent financial obligation on the part of the City; and

WHEREAS, the Parties enter into this Agreement in furtherance of that shared intent;

1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.

2. Term of Agreement.

If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on June 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Service Provider at least sixty (60) days prior to the end of the then current fiscal year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Service Provider until fully paid for by City.

3. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the City to indemnify Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the City is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

4. Confidentiality and Record Retention.

Service Provider acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. Notwithstanding any provision to the contrary, the City shall provide advance

notice of any disclosure of Service Provider's confidential information unless prohibited by law, and shall only disclose as much confidential information as is required to be disclosed by any applicable judicial or administrative process, law or regulation. Additionally, the City will retain all records as required by the laws of the State of Georgia and will not destroy any records unless allowed by the laws of the State of Georgia.

5. Assignment of Agreement; Subcontractors.

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

6. Material Breach; Notice and Cure.

Either party's material breach of this Agreement shall be grounds for termination by the non-breaching party and for the exercise of any other remedies available at law or in equity; provided, however, that the non-breaching party shall first provide the breaching party with written notice describing the breach in reasonable detail, and the breaching party shall have thirty (30) days from receipt of such notice to cure. If the breach is cured within the cure period, no right of termination or other remedy shall arise from that breach. Except for the City's right of non-renewal set forth in Section 2, an uncured material breach under this Section shall be the sole basis on which either party may terminate this Agreement prior to the end of the then-current fiscal-year term. Nothing in this Section limits the City's rights or obligations under O.C.G.A. § 36-60-13.

7. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as a municipal corporation of the State of Georgia and as a party to this Agreement.

(signatures on the following page)

IN WITNESS WHEREOF, City and Service Provider have executed the Agreement, including this Addendum, effective as of _____.

CITY OF ALPHARETTA, GEORGIA

_____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

_____

Chris Lagerbloom, City Administrator

Approved as to form and legal sufficiency:

_____

Rachel Talasaz, City Attorney

Date: _____

TANDEM MOBILITY, LLC

_____

Stacy Sebeczek, VP of Mobility Solutions

Date: _____

Asset Replacement Policy

1. Asset-Based Funding Model

Applies to programs with these funding models:

- Classic Turnkey bikeshare
  - Client retains net rider revenue & sets rider pricing
  - Annual service fee subsidy is calculated on a per-asset basis
- Rent.fun programs
  - One-time activation fee
  - Revenue share model

Standard of Care

- At the end of each maintenance visit fleet count shall be at full contracted value, provided funds are available to cover replacements due to theft and vandalism. Loss due to normal wear and tear is replaced immediately at Tandem's expense.
- Tandem will make every reasonable effort to maintain the fleet at contracted bike count.

Theft, Vandalism, Abuse

- Tandem shall deduct all costs related to theft and vandalism from rider revenue, contingent upon funds being available. If funds are not available, Tandem will notify Company.
- Tandem will work with the municipality and stakeholders to implement solutions to encourage responsible use of the system and deter vandalism, such as: installing cameras, moving stations to locations with existing cameras or improved lighting, limiting hours of operation, etc.

- If, after reasonable efforts have been made to deter asset loss and the problem continues, Tandem reserves the right to temporarily reduce the program scope until funding to replace the lost assets is secured.

Wear & Tear

- All bikes, components are replaced at Tandem's expense
- Tandem maintains adequate stock on hand, stored locally, to ensure bike counts are maintained to contractual standards by the end of each maintenance visit
- In the event of unforeseen supply chain disruptions, Tandem will communicate the delay
- Normal wear and tear includes the replacement of accessory decals (basket, fender, signs) once per contract term year
- Optional additional component or decal replacement is available for a fee

2. Location-Based Funding Model

Applies to programs with location-based funding models:

- Turnkey Bikeshare
  - Tandem retains net revenue and sets rider pricing
  - Subsidy is dynamic based on actual usage demand
  - Tandem invests in additional assets and operations as needed to meet true demand of locations.
  - Annual location activation fee + variable subsidy if warranted.

Standard of Care

- System maintenance, balancing, and fleet size surge with ridership to ensure bikes are available where and when they are needed.
- If utilization (and thus ops cost) increases beyond what is financially sustainable at the given subsidy, Tandem will absorb the cost in the current year then propose a variable subsidy or rider price increase for the following year.

- The ultimate goal is to grow programs to provide greater value to the renters and to our partners. Excess rental revenue is reinvested into the community by way of new products such as Ebikes, lawn games, and kayaks at low or no cost to the City.

Theft, Vandalism, Abuse

- If, after reasonable efforts have been made to deter asset loss and the problem continues, Tandem shall reduce or eliminate balancing to high-loss locations and may relocate the station.

Wear & Tear

- All bikes, components are replaced at Tandem's expense
- Tandem maintains adequate stock on hand, stored locally, to ensure bike counts are maintained to contractual standards by the end of each maintenance visit
- In the event of unforeseen supply chain disruptions, Tandem will communicate the delay
- Normal wear and tear includes the replacement of accessory decals (basket, fender, signs) once per contract term year
- Optional additional component or decal replacement is available for a fee

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective _____, (the "Effective Date"), by and between **Alpharetta Convention and Visitors Bureau, Inc.,** a Georgia nonprofit corporation, located at 178 S Main Street, Suite 200, Alpharetta, Georgia 30009 ("ACVB"), and the **City of Alpharetta**, a Georgia municipal corporation, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("CITY"). ACVB and CITY are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, the CITY has entered into an agreement with Tandem Mobility, L.L.C. ("Tandem") for a full service turnkey bikeshare program; and

WHEREAS, the CITY bikeshare program requires stations with bike racks for the bikes to be docked between use (the "bikeshare station"); and

WHEREAS, ACVB desires to sponsor one of the bikeshare stations and for it to be located at City Center Town Green, 30 South Main Street, Alpharetta, Georgia 30009 (the "bikeshare location"); and

WHEREAS, the purpose of this MOU is to establish the terms and conditions under which ACVB will financially support the City's bikeshare program through sponsorship of a bikeshare station; and

WHEREAS, the CITY and ACVB desire to enter into a Memorandum of Understanding in which the terms of the bikeshare station will be set out.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

1. TERMS OF AGREEMENT.

1.1. This MOU shall commence on the Effective Date and remain in effect for a period of three (3) years. The Parties may mutually agree in writing to terminate, extend, or renew this MOU.

1.2. ACVB agrees to contribute a total sponsorship amount of $36,000.00 to support the bikeshare stations.

1.3. ACVB will contribute $12,000 per year as a sponsorship to CITY for three consecutive years in the form of a check payable to the CITY each year.

1.4. CITY will expend the sponsorship amount to construct, operate, and maintain the bikeshare station, including, but not limited to, the racks, signage, and bike locks.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

2. BIKESHARE STATION INFRASTRUCTURE AND ACCESS.

2.1. The bikeshare station will include 8 racks and will be set up as a freestanding unit on a prepared surface such as asphalt or a similar suitable surface.

2.2. The bikeshare station will include signage panels featuring program instructions and optional space for wayfinding or community messages. The signage will also contain unified branding for CITY, ACVB, and Tandem. The bikeshare station will also have automated locks for bike security and user access.

2.3. ACVB and CITY give access to Tandem and CITY to perform a site survey, take pictures of the potential bikeshare location, and to determine a mutually agreed upon area, as determined by CITY, ACVB, and Tandem, to install the bikeshare location.

2.4. ACVB and CITY give access to Tandem and CITY to access the bikeshare location, at a mutually agreed to date and time, to set up and install the bike racks, signage, and bikes at the bikeshare location.

2.5. ACVB and CITY give continuous access to CITY and Tandem throughout the term of this MOU to maintain the bikeshare station.

2.6. ACVB acknowledges that the bikeshare station is part of a public transportation network intended for use by residents, employees, visitors, and other members of the public. ACVB and CITY agree to permit continuous and reasonable public access to the bikeshare station and surrounding access area throughout the term of this MOU. ACVB and CITY shall not take any action that would restrict, discourage, impede, or otherwise interfere with public access to or use of the bikeshare station, except as necessary to address emergencies, safety concerns, maintenance activities, or other circumstances approved by the CITY. The bikeshare station shall not be reserved for the exclusive use of ACVB, CITY, or or any private group unless otherwise approved in writing by the CITY.

3. **LIABILITY.** No liability will arise or be assumed between the Parties as a result of this MOU. Nothing contained in this MOU shall be construed to be a waiver of CITY's sovereign immunity or any individual's qualified, good faith or official immunities.

4. **NOTICE.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

5. **ASSIGNMENT.** Neither Party may assign or transfer the responsibilities or MOU made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

6. **AMENDMENT.** The Parties may be desirous of exploring additional ways and means of collaboration. As such, this MOU may be amended or supplemented, if a written amendment is signed by each of the Parties obligated under this MOU and attached to the original signed MOU.

7. **SEVERABILITY.** If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

8. **RELATIONSHIP BETWEEN THE PARTIES.** In consideration of the mutual promises or services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the Parties hereto or as constituting an agency relationship in any manner whatsoever. The Parties are and shall remain independent entities with respect to all services performed under this MOU. Each Party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing services under this MOU shall be the acts of the employees of that entity alone. Each Party agrees that in the performance of this MOU, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other Party to his MOU, including but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, or Unemployment Compensation.

9. **GOVERNING LAW.** This MOU shall be construed in accordance with the laws of the State of Georgia.

(*signatures on the following page*)

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties support the goals and objectives of this MOU and have hereunto executed this MOU on the day and year first above written.

ALPHARETTA CONVENTION AND VISITORS BUREAU, INC.

By: _____
Janet Rodgers, President and CEO

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO SUBSTANCE:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Rachel Talasaz, City Attorney

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective _____, (the "Effective Date"), by and between **North Fulton Community Improvement District (dba True North 400),** located at 10000 Avalon Boulevard, Suite 100, Alpharetta, GA 30009 ("NFCID"), and the **City of Alpharetta**, a Georgia municipal corporation, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("CITY"). NFCID and CITY are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, the CITY has entered into an agreement ("Tandem Agreement") with Tandem Mobility, L.L.C. ("Tandem") for a full service turnkey bikeshare program (the "Bikeshare Program"); and

WHEREAS, the CITY Bikeshare Program requires stations with bike racks for the bikes to be docked between use (each a "bikeshare station"); and

WHEREAS, NFCID desires to sponsor two of the bikeshare stations to be located at (1) Alpha Loop, 7510 Westside Parkway, Alpharetta, GA 30004, and (2) North Point Park, 6698 North Point Parkway, Alpharetta, GA 30022 (each a "bikeshare location"); and

WHEREAS, the purpose of this MOU is to establish the terms and conditions under which NFCID will financially support the City's bikeshare program through sponsorship of two bikeshare stations; and

WHEREAS, the CITY and NFCID desire to enter into a Memorandum of Understanding in which the terms of NFCID's sponsorship of two bikeshare stations will be set out.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

1. TERMS OF AGREEMENT.

1.1. This MOU shall commence on the Effective Date and remain in effect for a period of three (3) years. The Parties may mutually agree in writing to terminate, extend, or renew this MOU.

1.2. NFCID agrees to contribute a total sponsorship amount of $72,000.00 to support the two bikeshare stations.

1.3. To discharge its total sponsorship contribution, NFCID will donate $12,000 per year per bike station to CITY for three consecutive years in the form of a check payable to the CITY each year (the "Annual Donation").

1.4. CITY will expend the Annual Donation to construct, operate, and maintain the bikeshare stations, including, but not limited to, the racks, signage, and bike locks.

1.5. Should the Tandem Agreement be terminated, or should the Bikeshare Program cease operation, or should a bikeshare station or Signage be removed from a bikeshare location, or should Tandem fail in its obligations to maintain a bikeshare station and Signage, the NFCID will no longer be responsible to contribute its Annual Donation and

any donations already paid will be refunded at a prorated amount as measured by either of the aforementioned events.

2. BIKESHARE STATION INFRASTRUCTURE AND ACCESS.

2.1. Each bikeshare station will include 8 racks and will be set up as a freestanding unit on a prepared surface such as asphalt or a similar suitable surface.

2.2. Each bikeshare station will include signage panels featuring program instructions and optional space for wayfinding or community messages. The signage will also contain unified branding for CITY, NFCID, and Tandem ("Signage"), with NFCID's branding subject to its approval prior to posting. Each bikeshare station will also have automated locks for bike security and user access.

2.3. CITY gives access to Tandem to access the bikeshare locations, at a mutually agreed to date and time, to set up and install the bike racks, Signage, and bikes at the bikeshare locations.

2.4. CITY gives continuous access to Tandem throughout the term of this MOU to maintain the bikeshare stations.

2.5. NFCID and CITY acknowledge that the bikeshare stations are part of a public transportation network intended for use by residents, employees, visitors, and other members of the public. CITY agrees to permit continuous and reasonable public access to the bikeshare stations and surrounding access area throughout the term of this MOU. NFCID and CITY shall not take any action that would restrict, discourage, impede, or otherwise interfere with public access to or use of the bikeshare stations, except as necessary to address emergencies, safety concerns, maintenance activities, or other circumstances approved by the CITY. The bikeshare stations shall not be reserved for the exclusive use of NFCID, CITY, or any private group unless otherwise approved in writing by the CITY.

3. **LIABILITY.** No liability will arise or be assumed between the Parties as a result of this MOU. Nothing contained in this MOU shall be construed to be a waiver of CITY's or NFCID's sovereign immunity or any individual's qualified, good faith or official immunities. NFCID is not a party to the Tandem Agreement and undertakes no responsibility for its performance nor of the operation of the Bikeshare Program nor of the maintenance and condition of the bikes, bikeshare stations, or bikeshare locations.

4. **NOTICE.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

5. **ASSIGNMENT.** Neither Party may assign or transfer the responsibilities or MOU made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

6. **AMENDMENT.** The Parties may be desirous of exploring additional ways and means of collaboration. As such, this MOU may be amended or supplemented if a written amendment is signed by each of the Parties obligated under this MOU and attached to the original signed MOU.

7. **SEVERABILITY.** If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

8. **RELATIONSHIP BETWEEN THE PARTIES.** In consideration of the mutual promises or services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the Parties hereto or as constituting an agency relationship in any manner whatsoever. The Parties are and shall remain independent entities with respect to all services performed under this MOU. Each Party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing services under this MOU shall be the acts of the employees of that entity alone. Each Party agrees that in the performance of this MOU, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other Party to his MOU, including but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, or Unemployment Compensation.

9. **GOVERNING LAW.** This MOU shall be construed in accordance with the laws of the State of Georgia.

(*signatures on the following page*)

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties support the goals and objectives of this MOU, agree to its terms, and have hereunto executed this MOU effective the day and year first above written.

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT (DBA TRUE NORTH 400)

By: _____
Tim Perry, Chairman

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO SUBSTANCE:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Rachel Talasaz, City Attorney

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective _____, (the "Effective Date"), by and between **PR Avalon Phase I Owner, LLC,** a Delaware limited liability company, located at 655 Broad Street, 14th Floor, Newark, NJ, 07102 ("AVALON"), and the **City of Alpharetta**, a Georgia municipal corporation, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("CITY"). AVALON and CITY are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, the CITY has entered into an agreement with Tandem Mobility, L.L.C. ("Tandem") for a full service turnkey bikeshare program; and

WHEREAS, the CITY bikeshare program requires stations with bike racks for the bikes to be docked between use (the "bikeshare station"); and

WHEREAS, AVALON desires to sponsor one of the bikeshare stations and for it to be located at Avalon Development, 2200 Avalon Boulevard, Alpharetta, Georgia 30009 (the "bikeshare location"); and

WHEREAS, the purpose of this MOU is to establish the terms and conditions under which AVALON will financially support the City's bikeshare program through sponsorship of a bikeshare station; and

WHEREAS, the CITY and AVALON desire to enter into a Memorandum of Understanding in which the terms of the bikeshare station will be set out.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

1. TERMS OF AGREEMENT.

1.1. This MOU shall commence on the Effective Date and remain in effect for a period of three (3) years. The Parties may mutually agree in writing to terminate, extend, or renew this MOU.

1.2. AVALON agrees to contribute a total sponsorship amount of $36,000.00 to support the bikeshare stations.

1.3. AVALON will donate $12,000 per year to CITY for three consecutive years in the form of a check payable to the CITY each year (the "Annual Donation").

1.4. CITY will expend the Annual Donation to construct, operate, and maintain the bikeshare station, including, but not limited to, the racks, signage, and bike locks.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

2. BIKESHARE STATION INFRASTRUCTURE AND ACCESS.

2.1. The bikeshare station will include 8 racks and will be set up as a freestanding unit on a prepared surface such as asphalt or a similar suitable surface.

2.2. The bikeshare station will include signage panels featuring program instructions and optional space for wayfinding or community messages. The signage will also contain unified branding for CITY, AVALON, and Tandem. The bikeshare station will also have automated locks for bike security and user access.

2.3. AVALON gives access to Tandem and CITY to perform a site survey, take pictures of the potential bikeshare location, and to determine a mutually agreed upon area, as determined by CITY, AVALON, and Tandem, to install the bikeshare location.

2.4. AVALON gives access to Tandem and CITY to access the bikeshare location, at a mutually agreed to date and time, to set up and install the bike racks, signage, and bikes at the bikeshare location.

2.5. AVALON and CITY give continuous access to CITY and Tandem throughout the term of this MOU to maintain the bikeshare station.

2.6. AVALON acknowledges that the bikeshare station is part of a public transportation network intended for use by residents, employees, visitors, and other members of the public. AVALON agrees to permit continuous and reasonable public access to the bikeshare station and surrounding access area throughout the term of this MOU. AVALON shall not take any action that would restrict, discourage, impede, or otherwise interfere with public access to or use of the bikeshare station, except as necessary to address emergencies, safety concerns, maintenance activities, or other circumstances approved by the CITY. The bikeshare station shall not be reserved for the exclusive use of AVALON or any private group unless otherwise approved in writing by the CITY.

3. **LIABILITY.** No liability will arise or be assumed between the Parties as a result of this MOU. Nothing contained in this MOU shall be construed to be a waiver of CITY's sovereign immunity or any individual's qualified, good faith or official immunities.

4. **NOTICE.** Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

5. **ASSIGNMENT.** Neither Party may assign or transfer the responsibilities or MOU made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

6. **AMENDMENT.** The Parties may be desirous of exploring additional ways and means of collaboration. As such, this MOU may be amended or supplemented, if a written amendment is signed by each of the Parties obligated under this MOU and attached to the original signed MOU.

7. **SEVERABILITY.** If any provision of this MOU is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

8. **RELATIONSHIP BETWEEN THE PARTIES.** In consideration of the mutual promises or services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the Parties hereto or as constituting an agency relationship in any manner whatsoever. The Parties are and shall remain independent entities with respect to all services performed under this MOU. Each Party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing services under this MOU shall be the acts of the employees of that entity alone. Each Party agrees that in the performance of this MOU, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other Party to his MOU, including but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, or Unemployment Compensation.

9. **GOVERNING LAW.** This MOU shall be construed in accordance with the laws of the State of Georgia.

(*signatures on the following page*)

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties support the goals and objectives of this MOU and have hereunto executed this MOU on the day and year first above written.

PR AVALON PHASE I OWNER, LLC

By: _____
Michael Saadalla

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO SUBSTANCE:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Rachel Talasaz, City Attorney

Scoring Summary: RFQ 26-1001

Public Bike Share Program: Equipment, Operations, and Services

Scoring Summary | Reviewer Scores

Scoring Summary

Active Submissions

View Proposal Analysis

Show/Hide

Supplier	Total / 100 pts	A - SOQ / 97 pts	A-1 - Statement of Qualifications, Available Resources / 40 pts	A-2 - Method of Service, Project Approach, Implementation Plan / 30 pts	A-3 - References / 27 pts	B-3 - LVP / 3 pts	B-5 - Insurance Acknowledgement Pass/Fail
Tandem Mobility LLC	81.37 pts	81.37 pts	34.67 pts	26 pts	20.70 pts	0 pts	PASS
Drop Mobility	73.47 pts	73.47 pts	30.67 pts	23 pts	19.80 pts	0 pts	PASS

STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 20, 2026

AGENDA ITEM:

Ordinance: Alcoholic Beverages Text Amendments
SECOND READING: The first reading occurred at the July 13, 2026 City Council meeting.
Consideration of an ordinance to amend Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta, Georgia. The proposed modifications will amend provisions related to alcohol service and consumption at publicly-owned facilities; to provide for severability; to provide for an effective date; and for other purposes.

STAFF RECOMMENDATION:

Adopt this ordinance amendment to allow the service and consumption of alcohol at the Arts Center in order to expand its capacity to host receptions, fundraisers, exhibitions, and community events.

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:

The first reading of this ordinance occurred at the July 13, 2026 City Council meeting.

At the City Council's direction, staff has undertaken a comprehensive update of Chapter 4 of the Code of the City of Alpharetta, referred to as the Alcoholic Beverage Ordinance. As part of these amendments, Section 4-257 was amended to include the Arts Center in the list of City-owned public facilities eligible for alcohol service and consumption under a Public Facilities Permit. This section is coming forward ahead of the remainder of the Chapter 4 amendments due to scheduled and anticipated events at the Arts Center. The additional changes in the section are to clarify the usage and eligibility of other select City-owned public facilities.

Under the ordinance, select City-owned public facilities—including event spaces, community centers, and parks—may host events where alcohol is served, provided applicants obtain a Public Facilities Permit and meet all requirements related to licensing, service, safety, and oversight.

While the Arts Center has functioned as a cultural and community-use venue, it was previously not fully included among locations permitted for alcohol service and consumption. Adding this facility aligns the ordinance with actual use needs, supports arts programming, and provides consistency across City-owned event locations.

The proposed amendment would:

- Add the Arts Center to the list of eligible public facilities authorized for alcoholic beverage service and consumption under a Public Facilities Permit.
- Allow alcohol service and consumption at events hosted at the Arts Center under the same regulatory framework governing other City-owned venues.
- Require all applicants to comply with existing application, licensing, and operational requirements applicable to public facility events (e.g., use of licensed caterers, adherence to permit boundaries, compliance with age and service restrictions).

Note: Section numbers in the adopting ordinance were corrected from the first reading.

ALTERNATIVES:

Do not adopt the ordinance amendment to allow the service and consumption of alcohol at the Arts Center, and do not expand its capacity to host receptions, fundraisers, exhibitions, and community events.

ATTACHMENTS:

1. 2026-07-20 Ordinance Amending Sec. 4-257 Alcohol Ordinance

ORDINANCE NUMBER:

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

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

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

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

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

Section 1. Section 4-257 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-257. - Exception for publicly-owned facilities.

(a) Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 4-6 and 4-47, shall exist for that person or entity possessing a public facilities permit, as hereinafter defined.

(b) For all purposes of this section, the term "public facilities" means:

(1) A~~n~~ historic structure owned by the city and operated ~~as a welcome center~~ by a local historical society or similar nonprofit organization; or

(2) Property and/or facilities owned by the city and operated by the city as an equestrian center;

(3) Property owned by the city and operated as an arts center.

(c) Any person or entity desiring to engage in activities permitted by this section shall make and file a written application to the director of community development for the appropriate public facilities permit on forms prescribed by the city. For each proposed event, the applicant shall pay a license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee, without interest, shall be refunded. The application shall include, but shall not be limited to: the name and address of the applicant, the date, address and times of the proposed event and the location of the public facility. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.

(d) If such public facilities permit is granted by the director of community development, it shall be good only for the specified event at the specified address and times set forth in the application, not to exceed five days for an equestrian center and one day for **all other facilities authorized under this section** ~~a welcome center~~.

(e) A public facilities permit for an equestrian center shall only permit the permit holder to serve (not sell) alcoholic beverages in a hospitality tent or similar structure previously approved by the director of community development, and the alcoholic beverages may only be consumed on the premises of such hospitality tent or similar structure.

(f) **Except for equestrian centers, a**~~A~~ public facilities permit ~~for a welcome center~~ shall only permit the holder to serve (not sell) alcoholic beverages within the premises ~~of the welcome center~~, and the alcoholic beverages may only be consumed on the premises ~~of the welcome center~~.

(g) A public facilities permit shall only be issued to a caterer licensed under the provisions of this chapter, or to an individual who meets the character requirements of this chapter; provided, however, that no more than two permits per calendar year shall be issued to an individual who is not a licensed caterer.

(h) The director of community development shall have authority to prescribe forms for applications. Failure to furnish any requested data shall automatically serve to dismiss the application with prejudice.

(i) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a public facilities permit shall be cause for the denial or revocation thereof.

(j) Except as set forth above in this section, a public facilities permit holder must comply with all of the provisions set forth in this chapter.

Section 2. Severability

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

Section 3. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 4. Repealer

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

SO ORDAINED, this ____ day of _____ 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: _____

STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 20, 2026

AGENDA ITEM:

Resolution: Authorization to Intervene and to Petition for Temporary Collection of Taxes
Consideration and approval of a resolution authorizing the City to intervene in Fulton County's Petition for Temporary Tax Collection Relief and to petition the Superior Court of Fulton County for an Order authorizing the immediate and temporary collection of municipal ad valorem taxes.

STAFF RECOMMENDATION:

Adopt a resolution authorizing the City to intervene in Fulton County's Petition for Temporary Tax Collection Relief and to petition the Superior Court of Fulton County for an Order authorizing the immediate and temporary collection of municipal ad valorem taxes.

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:

This resolution authorizes the City to intervene in Fulton County's petition for temporary tax collection relief and to seek authority to temporarily levy and collect the City's 2026 ad valorem taxes pursuant to O.C.G.A. § 48-5-310. The requested relief is necessary because delays in the Fulton County tax digest have prevented approval of the City's tax digest, thereby delaying the City's ability to lawfully collect property taxes. By intervening in Fulton County's petition, the City will ensure it is entitled to any relief granted by the court. The resolution also authorizes the City Attorney and appropriate City officials to take all necessary legal actions and execute supporting affidavits and other documents in connection with the court proceedings.

ALTERNATIVES:

Do not approve and do not allow the City to intervene in Fulton County's Petition for Temporary Tax Collection Relief and to petition the Superior Court of Fulton County for an Order authorizing the immediate and temporary collection of municipal ad valorem taxes.

ATTACHMENTS:

1. 2026-07-20 Resolution RE Temporary Tax Collection

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA AUTHORIZING THE CITY TO INTERVENE IN FULTON COUNTY'S PETITION FOR TEMPORARY TAX COLLECTION RELIEF; TO PETITION THE SUPERIOR COURT OF FULTON COUNTY FOR AN ORDER AUTHORIZING THE IMMEDIATE AND TEMPORARY COLLECTION OF MUNICIPAL AD VALOREM TAXES; AUTHORIZING THE CITY ATTORNEY TO TAKE ALL NECESSARY LEGAL ACTIONS; AND FOR OTHER PURPOSES.

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

WHEREAS, the City of Alpharetta ("City") annually levies and collects ad valorem taxes to fund essential governmental services, operations, and capital obligations; and

WHEREAS, under O.C.G.A. § 48-5-352, municipalities are required to utilize the fair market values determined for county ad valorem tax purposes in preparing their municipal tax digests; and

WHEREAS, the Fulton County Board of Assessors has been unable to complete the annual assessment process within the time prescribed by Georgia law, thereby delaying submission and approval of the County's tax digest and, consequently, delaying submission and approval of the City's tax digest; and

WHEREAS, absent approval of its tax digest or authorization from a court pursuant to O.C.G.A. § 48-5-310, the City is unable to lawfully collect ad valorem taxes for the current tax year; and

WHEREAS, Fulton County intends to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of ad valorem taxes pursuant to O.C.G.A. § 48-5-310; and

WHEREAS, the Mayor and City Council find that O.C.G.A. § 48-5-310(j) authorizes municipalities using county fair market values for municipal taxation purposes to utilize the same temporary tax collection procedures available to counties; and

WHEREAS, the Mayor and City Council further find that it is in the best interests of the City and its citizens for the City to intervene in support of Fulton County's petition and to independently petition the Superior Court for equivalent relief applicable to the City's municipal tax digest.

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

Section 1. Findings.
The foregoing recitals are incorporated herein as findings of the Mayor and City Council. The Mayor and City Council further find that, unless the Superior Court authorizes the immediate and temporary collection of the City's ad valorem taxes pursuant to O.C.G.A. § 48-5-310:

1. The City will not be able to timely pay its debts and financial obligations as they mature; and
2. The City will not be able to timely pay the salaries and compensation of City employees, elected officials, and other persons lawfully entitled to receive compensation or payments from the City; and
3. The City will be unable to maintain the orderly and normal function and operation of municipal business and governmental affairs; and
4. The City's financial condition and creditworthiness may be adversely affected, including its ability to maintain its existing credit rating and to preserve favorable interest rates on outstanding and future indebtedness; and
5. The City will suffer immediate and irreparable financial injury and other significant harm through the interruption of its primary source of operating revenue, thereby impairing its ability to provide essential governmental services for the benefit of the public.

The Mayor and City Council further find that one or more of the conditions set forth in O.C.G.A. § 48-5-310(b)(1) therefore exist.

Section 2. Authorization to Intervene.
The Mayor and City Council authorize and direct the City Attorney to intervene, or otherwise appear, in any proceeding initiated by Fulton County under O.C.G.A. § 48-5-310 seeking temporary authorization to collect ad valorem taxes.

Section 3. Authorization to Petition for Temporary Collection Order.
The Mayor and City Council further authorize and direct the City Attorney to file, either as an intervenor, joint petitioner, or through such other pleading as the City Attorney determines appropriate, a petition requesting that the Superior Court authorize the immediate and temporary collection of the City's ad valorem taxes pursuant to O.C.G.A. § 48-5-310 and to seek all other relief necessary or appropriate to permit the City to levy, bill, collect, and enforce municipal ad valorem taxes pending approval of the City's tax digest.

Section 4. Affidavits and Evidence.
The Mayor, City Administrator, Finance Director, and such other City officials as the City Attorney deems appropriate are authorized and directed to execute affidavits, declarations, verifications, and other documents and to provide testimony necessary to establish the City's entitlement to temporary tax collection relief under O.C.G.A. § 48-5-310.

Section 5. Further Authority.
The City Attorney and all appropriate City officials are authorized and directed to execute any pleadings, motions, affidavits, notices, stipulations, or other documents, and to take any additional actions deemed necessary or appropriate to carry out the intent of this Resolution and to obtain temporary tax collection authority for the City.

Section 6. Effective Date.
This Resolution shall become effective immediately upon its adoption.

SO RESOLVED, this ___ day of _____, 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

STAFF REPORT

Department: Community Development
Submitted By: Grace Orehosky
Meeting Date: July 20, 2026

AGENDA ITEM:

Alcohol Ordinance Text Amendments
Discussion of proposed text amendments to Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta.

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:

The City of Alpharetta is proposing amendments to Chapter 4 of the Code of the City of Alpharetta, Alcoholic Beverages Ordinance, to update provisions related to:

- Definitions
- Clarify licensing procedures and qualifications
- Strengthen inspection authority across multiple departments.
- Removal of outdated or duplicative language.
- Hours of sale in the Downtown District
- Registered Agent must be City residents
- Excise tax
- Distance Requirements
- Renewal/transfer of licenses
- Violations
- Hotels and Motels
- Revocation, suspension or other penalties
- Hearing and appeal procedures

Several sections have been reorganized or expanded to improve clarity for applicants, staff, and enforcement personnel. These updates ensure that the City’s licensing requirements are applied consistently across all business types.

The ordinance revisions also expand the City's inspection authority to include Community Development, Police, Fire, and Building Inspections. This ensures that licensed establishments remain compliant with alcohol regulations as well as fire and building codes. The updated language states that inspections may occur during all hours the business is open and that violations will be reported to Community Development for follow-up.

The licensing procedures section has been updated to clarify application requirements for partnerships, LLCs, and corporations, and to align fingerprinting requirements with state law.

The provisions related to excise tax have been updated to provide clarification regarding deadlines for submitting forms and remittal of taxes.

To provide consistency with other requirements of the Code, the distance requirements for package sales of wine, beer, and malt beverages have been removed.

The section related to hours of sale has been revised to prohibit the sale of alcohol within the Downtown District after 1 am. This is in an effort to limit the nuisance caused by establishments remaining open and selling alcohol until 2:00 a.m.

The ordinance also clarifies when a public hearing is required, how public notice must be posted, and when administrative approval may be granted. The revisions further state that any untrue or misleading information in an application is grounds for denial or revocation.

The proposed changes remove strikethrough text that is outdated or redundant and incorporate new language in the draft ordinance. These updates improve readability, reduce ambiguity, and ensure consistency with state law and current City practices. The amendments do not expand alcohol privileges but instead clarify and regulate existing processes. The City retains full authority to enforce all provisions of the ordinance and to revoke or deny licenses when necessary to protect public health, safety, and welfare.

ALTERNATIVES:

ATTACHMENTS:

1. 2026-06-22 Draft RE Alcohol Ordinance Amendments

ORDINANCE NUMBER:

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

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

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

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

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

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

> ***Moral turpitude*** **means, in relation to a criminal offense, a crime that is contrary to justice, honesty, modesty, good morals or a person's duty to other people. Misdemeanors that are crimes of moral turpitude for the purpose of this chapter include, but are not limited to, theft, bad checks, shoplifting, making terroristic threats, giving a false name to a police officer, false swearing, forgery, fraud and extortion.**
>
> ***Registered agent*** **shall mean a resident of the City of Alpharetta that consents to be the designated person for a licensee upon whom any process, notice, or demand required or permitted by law or under this chapter may be served.**

Downtown district shall refer to the area as follows: the area of the city bounded on the north by the northern right-of-way of Church Street, then traveling southward along the western right-of-way of Canton/Roswell Street to the intersection with Old Milton Parkway, then traveling along the northern right-of-way of Old Milton Parkway eastward to the intersection with State Route 9/Main Street, then traveling northward along the eastern boundary of State Route 9/Main Street to the southern right-of-way of Marietta Street, then by a line drawn to the east to the intersection of Haynes Bridge Road and Thompson Street, then northward along the western right-of-way of Haynes Bridge Road to the intersection of Academy Street, then proceeding westward along the southern right-of-way of Academy Street to the intersection of State Route 9/Main Street, there to travel northward along the western right-of-way of State Route 9/Main Street to the intersection with Church Street. For the purposes of this definition, any licensed establishment, the property of which abuts the described boundaries, shall be considered to be located within the district. **A map of the Downtown District is shown in Exhibit "A," and is incorporated herein by reference. The map included as Exhibit "A" includes all properties considered part of the Downtown District, to include any properties that abut the boundaries described above.**

Section 2. Section 4-7 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-7. - Inspection of licensed establishments ~~by the department of community development~~.

~~Sworn officers of the city department of community development~~ **The City Administrator or his/her designee** shall have the authority to inspect establishments licensed under the alcoholic beverage ordinances of the city during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. **The city fire department shall have authority to regularly inspect licensed establishments to determine if the location is in compliance with all local and state fire regulations. Representatives of the county health department shall have authority to regularly inspect licensed establishments to determine if the location in in compliance with all local and state health rules and regulations. The city shall have authority to have a building inspector regularly inspect the licensed outlet and premises to determine if it is compliant with all local, state, and federal technical codes. Any violations shall be reported to the department head of community development**. This section is not intended to limit the

authority of any other city, **county, state or federal** officer to conduct inspections authorized by other provisions of law.

Section 3. Section 4-9 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-9. - Licensing qualifications.

(a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence. **Every applicant for a license must designate an individual as a registered agent who must have and continuously maintain a residence in the city and upon whom any process, notice, or demand required or permitted by law or under this chapter may be served.**

(b) ~~No retailer or consumption on premises license will be granted to any person who is not a resident of a county or municipality within the state where the sale of distilled spirits is authorized.~~ **The applicant shall furnish a complete set of fingerprints for all persons required to sign the application which will be provided to the city's designated vendor to conduct a criminal background check as permitted under state law. Each person required to sign the application must authorize the city's designated representatives to secure from any state, county, municipal or federal court, any police department and/or law enforcement agency their criminal history and civil history and further authorize the city, its officers and employees to use such information in determining whether or not an alcohol license will be issued to the applicant. Each applicant waives any right or rights he, she or it may have under state or federal law, statute and/or court ruling to preclude the city from securing such criminal and/or civil history from any source and waives any right they may have to preclude the city from using such information in determining whether the license will be issued to such applicant. A criminal background check shall be repeated in even-numbered years to ensure compliance with the ordinance requirements.**

(c)(1) If the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers, managers and majority stockholders. Notwithstanding the foregoing, the provisions of subsections (a) and (b) of this section shall be waived for a corporation, if the following shall be established:

a. All majority stockholders of the corporation shall meet all the provisions of this section other than those provided in subsections (a) and (b) of this section; and

b. The corporation:

1. Is qualified and registered to do business within the state;
2. Has and continuously maintains in the ~~county~~ city a registered agent who is a resident of the ~~county~~ city, and upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served;
3. Consents to being subject to the jurisdiction and venue of the courts in this county. The licensee shall file written proof of compliance with the foregoing, as well as its agent's written consent to serve as agent and its consent to be subject to the jurisdiction and venue of the courts in this county with the director of community development in such form as the director of community development may prescribe; and

c. The corporation must meet one of the following criteria:

1. The corporation must have a net worth of not less than $5,000,000.00 as determined on the basis of the corporation's most recent audited financial statement, prepared within 12 months of the date upon which the applicant applies for a license hereunder;
2. The corporation owns real property within the city in which it holds an equity value of not less than $1,000,000.00 and the city shall be the sole determinant of such equity value; or
3. The corporation must have obtained a surety bond issued by a surety company authorized to do business in this state or have established a joint trust account with a licensed and insured bank or savings institution located in this state for the purpose of indemnifying the city from damages it may suffer as a result of a violation of this chapter or any obligation arising therefrom. The amount of the bond or trust account shall be an amount not less than $75,000.00. Should the corporation obtain a surety bond, it shall be in favor of the city and the city may bring an action under the bond to recover damages suffered. Should the corporation choose to set up a trust account, it shall be set up jointly in the name of the corporation and the city, and shall require the

authorization of both the corporation and the city before any funds may be withdrawn therefrom.

(c)(2) If the licensee shall be a corporation, the license shall be issued jointly to the corporation and to the majority stockholders, if such stockholders are individuals; provided, however, that if stock in the corporation is traded on any of the national stock exchanges, the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. Where the majority stockholder is not an individual, then the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. In the case of a partnership, the license will be issued to one of the partners.

(d) No license for the sale of alcoholic beverages shall be granted to any person who, within five years prior to the filing of the application for such license, has been convicted under any federal, state or local law, of a felony, or of any misdemeanor involving moral turpitude, alcoholic beverages, gambling, tax law violations or violations relating to the Georgia Controlled Substances Act ~~or of any felony~~. For the purposes of this section, a "conviction" shall include any plea of guilty or admission of guilt and subsequent sentence under the First Offender Act of O.C.G.A. § 42-8-60, or any similar sentencing provision for first time offenders of any other state or of the United States. ~~a~~ A plea of nolo contendere for any felony or misdemeanor of any state or of the United States, or any municipal ordinance, or the forfeiture of a bond when charged with a crime shall constitute a conviction. A conviction of a traffic offense or violation is excluded from this provision, unless such traffic offense or violation was related to driving under the influence of alcohol or drugs.

(e) No license for the sale of alcoholic beverages shall be granted to, or held by, any persons occupying the position of either city administrator or assistant city administrator, any employee of the Alpharetta ~~Department of Public Safety~~ police department or the Alpharetta Community Development Department, or the spouse or minor child of any of the foregoing. It shall be unlawful for such person to have a financial interest in any such city license, or in any establishment licensed under the provisions of this chapter.

(f) No license for the sale of alcoholic beverages shall be granted to any person who has had any Alpharetta city license revoked within two years prior to the filing of the application.

(g) ~~The director of community development may decline to issue a license when any person having any interest in the operation or control of such establishment does not meet the same character requirements as herein set forth for the licensee.~~

~~(h)~~ ~~All licensed establishments must have and continuously maintain in the county a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served. This person must be a resident of the county. The licensee shall file the name of such agent, along with the written consent of such agent, with the director of community development in such form as the director may prescribe.~~

~~(i)~~ In determining whether or not any license shall be granted, in addition to the other provisions of this chapter, the **city may consider whether any of the individuals required to sign the application holds or previously held a license to sell or serve alcoholic beverages and whether that individual violated any law, regulation, or ordinance related to such license within a two-year period prior to filing of the new application. Such review will include, but is not limited to whether the individual received warning letters of violations, ordinance citations, alcohol license suspensions, or revocations.** ~~following shall be considered in the public interest and welfare:~~

~~(1) If the applicant holds or has previously held a license to sell alcoholic beverages, whether or not such applicant has violated any law, regulation or ordinance relating to such license or the business conducted pursuant to such license; and~~

~~(2) Whether the applicant has previously had a license to sell alcoholic beverages suspended or revoked.~~

Section 4. Section 4-10 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding the following bold, underlined language:

Sec. 4-10. - Compliance and fee payment prior to license issuance; term of license; proration of fees; no refund.

(a) Before a license shall be granted, the applicant shall comply with all city rules and regulations pertaining to the sale of alcoholic beverages, and each applicant shall pay a license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in

the office of the city clerk. No license may be granted unless all occupation taxes are paid and current.

(b) All licenses shall be granted for the full calendar year or for the number of months remaining in the calendar year. Any applicant granted a license before July 1 shall pay the full license fee without proration. License fees for licenses granted on or after July 1 shall be prorated based on the number of months remaining in the calendar year following the date the application is submitted to the city. A partial month shall be counted as a full month.

(c) License fees are not refundable.

Section 5. Section 4-12 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding the following bold, underlined language:

Sec. 4-12. - Excise tax—Malt beverages.

(a) There is hereby levied and imposed upon the sale of malt beverages within the city, a specific excise tax as follows:
   (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of $6.00 on each container sold containing not more than 15½ gallons, and a proportionate tax at the same rate on all fractional parts of 15½ gallons.
   (2) Where malt beverages are sold in bottles, cans, or other containers except barrel or bulk containers, a tax of $0.05 per 12 ounces, and a proportionate tax at the same rate on all fractional parts of 12 ounces.

(b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer in malt beverages. Each wholesale dealer selling malt beverages within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of malt beverages, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made, the amount of excise tax due in accordance with this section. There shall be a ten (10) day grace period before the payment and report are considered late.

(c) Wholesale dealers failing to remit excises taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a

ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

Section 6. Section 4-13 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-13. – ~~Same~~ **Excise tax**—Wine.

(a) There is hereby levied and imposed upon the sale of wine within the city a specific excise tax in the amount of $0.22 per liter, and a proportionate tax at the same rate on all fractional parts of a liter.

(b) The taxes imposed by this section shall not be levied with respect to:

(1) Wine sold to and used by established and recognized churches and synagogues for use in sacramental services only;

(2) Any sale of wine which is exempt from taxation by the state under the Constitution of the United States;

(3) Wine sold to persons outside the state for resale or consumption outside the state; or

(4) Wine which contains less than one-half of one percent alcohol.

(c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of wine. Each wholesale dealer selling wine within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of wine, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section. **There shall be a ten (10) day grace period before the payment and report are considered late.**

(d) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (c) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

Section 7. Section 4-14 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-14. – ~~Same~~ Excise tax —Distilled spirits sold by the package.

(a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits by the package within the city in the amount of $0.22 per liter of distilled spirits, excluding fortified wine, and a proportionate tax at the same rate on all fractional parts of a liter.

(b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of distilled spirits. Each wholesale dealer selling distilled spirits within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section. There shall be a ten (10) day grace period before the payment and report are considered late.

(c) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

Section 8. Section 4-15 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-15. – ~~Same~~ Excise tax —Distilled spirits sold by the drink.

(a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits in the amount of three percent of the charge to the public for the beverages.

(b) The excise tax imposed in subsection (a) of this section shall not apply to the sale of fermented beverages made in whole or in part from malt or any similar fermented beverage.

(c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the retailer or retail dealer of distilled spirits sold by the drink. Each retailer or retail dealer selling distilled spirits by the

drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits sold, by the drink, during the month. Each such retail dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section. **There shall be a ten (10) day grace period before the payment and report are considered late.**

(d) Retailers or retail dealers collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.

(e) Retail dealers failing to remit excise taxes due and payable to the city as outlined in subsections (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

Section 9. Section 4-16 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-16. – ~~Same~~ **Excise tax**—Distilled spirits in private clubs.

(a) The excise taxes imposed in sections 4-12, 4-13 and 4-14 are applicable to sales of malt beverages, wine, and distilled spirits to private clubs located within the corporate limits of the city. Those taxes are imposed upon and shall be paid by the licensed wholesale dealers in malt beverages, wine and distilled spirits, respectively.

(b) The three percent excise tax imposed in section 4-15 on the sale of distilled spirits by the drink is applicable to private clubs located within the corporate limits of the city. Those taxes shall be paid by the licensed private club selling mixed drinks.

(c) Each private club selling distilled spirits by the drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled

spirits, sold by the drink, during the month. Each such private club shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section. There shall be a ten (10) day grace period before the payment and report are considered late.

(d) Private clubs collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.

(e) Private clubs failing to remit excise taxes due and payable to the city as outlined in subsections (b), (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

Section 10. Section 4-17 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language:

Sec. 4-17. - Distance requirements.

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

instances, the distance shall be measured over or through any such obstacles, as the city deems appropriate, to obtain the proper distance measurement.

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

(1) ~~Within 200 feet of any private residence, unless such residence is itself in a commercial district;~~

(2) ~~Within 300 feet of any public library or branch thereof;~~

~~(3) Within 300 feet of any church, shrine, or chapel used exclusively for religious services;~~

~~(4)~~ Except within the Downtown district and within mixed use zoning districts, w~~W~~ithin 300 feet of any school grounds or college campus, unless the package store is a grocery store as defined in section 4-1;

Within the Downtown district and within mixed use zoning districts, within 30 feet of any school grounds or college campus, unless the package store is a grocery store as defined in section 4-1;

~~(5) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;~~

~~(6) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children;~~

~~(7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or~~

(3~~8~~) Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

(c) No retail package store selling distilled spirits, with or without selling wine, beer, and/or malt beverages, may sell or offer to sell alcoholic beverages:

(1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;

(2) Within 300 feet of any public library or branch thereof;

(3) Within 300 feet of any church, shrine, or chapel used exclusively for religious services;

(4) Within 600 feet of any school grounds or college campus;

(5) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;

(6) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation

of school children in the public schools of the county shall take on or discharge school children;

(7) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or

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

(d) No retailer selling alcoholic beverages for consumption on the premises may sell or offer to sell alcoholic beverages:

(1) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein; or

(2) Within 300 feet of any housing authority property.

(e) The city council, after notice and a public hearing, may grant a variance to the local minimum distance requirements, to the extent those distances are greater than the state's minimum distance setback, between any retail package stores and a school bus stop, school grounds or college campus, church, public park, or other retail package stores, provided that all of the conditions set forth below exist:

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

(2) There are practical or economic difficulties in carrying out the strict letter of the distance requirements and the request is not based primarily on the desire to reduce the cost of developing the site;

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

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

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

(6) The retail package store will meet all distance requirements set and required by the State of Georgia.

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

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

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

Section 11. Section 4-18 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 12. Section 4-19 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-19. - Renewal of license.

(a) All licenses granted hereunder shall expire on December 31 of each year. A licensee who desires to renew his license shall file a renewal application accompanied by the requisite license fee and any investigative or administrative fees with the city upon forms prescribed by the city on or before November 15 of each year without penalty, and not later than December 15. Applications for renewal filed after November 15 and on or before December ~~15~~ **31** shall be subject to a penalty of ten percent of the license fee~~.~~ **and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city. Licensees do not have a right to automatic renewal and must be in compliance with all rules and regulations for the granting of licenses.** No renewal license shall be granted on applications filed after **the expiration date of** December ~~15~~ **31**, 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. Failure of a licensee to comply with any section of this Code shall subject the licensee to non-renewal of the license. Failure to fully complete the renewal application will delay the renewal and the failure to furnish complete information by December 31 shall result in denial of the renewal.

(b) When filing a renewal application, the applicant must furnish all information required by the renewal application and failure to furnish such information will be grounds for denying the renewal.

(c) An applicant for renewal must affirm on the application that they are familiar with all applicable local and state laws and regulations.

(d) Each application for renewal of a license shall be reviewed and approved or denied in accordance with the procedures outlined in section 4-9.

Section 13. Section 4-20 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-20. - Transfer of license.

(a) No license for the sale of alcoholic beverages shall be transferable, except as ~~otherwise~~ provided ~~herein~~ in this section.

(b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death~~,~~ or until the December 31 expiration of the license, ~~or until approval of a new licensee,~~ whichever shall first occur~~,~~. ~~provided that no sale of alcoholic beverages shall be allowed until such time as~~ During the 45 day period, a personal representative of the estate, ~~appointed by a probate court of competent jurisdiction,~~ shall ~~make~~ submit an application for ~~authorization with the city clerk~~ a new license. No additional license fee will be required. If approved, the establishment shall be allowed to continue to sell alcoholic beverages during the calendar year, Until such time as the estate is settled or ownership is transferred with a new license issued to a new owner, the estate's personal representative may file for license renewal at the end of the calendar year.

(c) In the event that ~~a license is surrendered, or~~ a licensee severs such person's association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of 45 days from the date ~~of surrender, or from the date determined to be the date~~ of severance~~, provided that no such sale shall be authorized until such time as a new application for a license is made, such application indicating that no change of ownership has occurred, except as excepted herein.~~ During the 45 day period, a new application for a license is required to be submitted to the city. Upon approval and issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.

(d) Nothing in this section, however, shall prohibit one or more of the partners in a partnership holding a license to withdraw from the partnership in favor of one or more of the partners who were partners at the time of the issuance of the license. However, such a withdrawal shall not serve to bring any new ownership into the partnership. This section shall not prohibit transfer of stock between persons who held stock in the corporate owner at the time of issuance of the license, nor shall it prohibit transfers of stock which do not result in any person increasing such person's stock holdings to a total of ten percent or more of any class of stock.

(e) Should a transfer of location be approved, with no change of ownership of the business, the license fee paid for the old location shall be applied to the new location. No change in the location of a licensed establishment shall be permitted unless the new location complies with this chapter and other city ordinances.

(f) Except as provided above, any change in the ownership of any entity owning a licensed establishment shall be cause to cancel and revoke ~~any~~ the license, without the necessity of any hearing. However, if a new application is submitted at the location with a new owner, the establishment shall be allowed to continue to sell alcoholic beverages for 45 days from the date of ownership change. Upon approval of the new licensee, all applicable license fees are required.

(g) Violation of this section shall result in revocation of the license being used and a fine as provided in section 1-8. No license will be issued

to the old or the new owner in the city for one year from the date of the violation.

Section 14. Section 4-22 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding the following bold, underlined language:

Sec. 4-22. - Under-age persons on licensed premises.

(a) **The provisions of O.C.G.A. § 3-30-23, as amended from time to time, shall govern with respect to underage sales and possession of alcoholic beverages. No person knowingly, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any alcoholic beverage to any underage person. No underage person shall purchase, attempt to purchase, or knowingly possess any alcoholic beverage. No underage person shall misrepresent such person's age, identity or use any false identification in any manner whatever for the purpose of obtaining illegally any alcoholic beverage.**

(b) No licensee shall permit any person under 21 years of age to be in, frequent or loiter about the licensed premises unless such person is accompanied by a parent, legal guardian or custodian; provided, however, that such person shall be permitted in eating establishments or private clubs as defined herein without being accompanied by a parent, legal guardian or custodian, and provided further, that this section shall not apply to persons who are employees under the terms of this chapter.

(c) No licensee shall allow or require a person in such person's employment under 18 years of age to dispense, serve, sell or take orders for any alcoholic beverages.

(d) No licensee shall employ any person under the age of 21 years to work as an entertainer in any licensed establishment, unless such person has obtained written, notarized permission from such person's parents or legal guardian, nor shall any licensee allow any such person to work without such proof of permission.

(e) In the event a supermarket, convenience store, brewery or drugstore employs persons under 21 years of age who will or may sell or handle alcoholic beverages which are sold for consumption off the premises, the following regulation is hereby imposed: All employees under 21 years of age shall request proper age identification from any person attempting to purchase alcoholic beverages and appearing to be 25 years of age or less.

(f) In addition to the above, the following regulations shall be imposed and shall apply to all persons becoming employed by such a supermarket, convenience store, brewery or drugstore:

(1) For the first six months of employment, an employee under 21 years of age shall be on probationary status. During probationary status, the employee shall be trained and supervised periodically with respect to the procedure for requesting proper age identification and declining to sell alcoholic beverages to those under 21 years of age failing to produce proper identification.

(2) During an employee's probationary status period, the employee's supervisor shall periodically monitor and review the employee's request of proper age identification and decision to sell or not to sell alcoholic beverages to various customers. Should an employee, during his probationary status period, be found to sell or attempt to sell alcoholic beverages to any person under 21 years of age, the supermarket, convenience store, brewery or drugstore employing such employee shall be required to terminate the employee.

(g) In addition to the above requirements, all supermarkets, convenience stores, breweries and drugstores selling alcoholic beverages of any kind shall post a notice no smaller in size than eight inches by ten inches in a conspicuous place on the premises, which provides as follows: "Pursuant to local ordinance, employees are required to request proper age identification before selling alcoholic beverages."

Section 15. Section 4-26 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 16. Section 4-27 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding the following bold, underlined language:

Sec. 4-27. - Retailer to purchase from licensed wholesaler only.

No retailer shall purchase alcoholic beverages from any person not a wholesaler licensed by both the state and city under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed by both the state and city under this chapter. **No wholesaler shall sell any alcoholic beverages to a retailer licensed under this code without first obtaining from the retailer a copy of its current and valid city license. No alcoholic beverages shall be delivered to any licensee in the city except by a duly licensed**

wholesaler. The name of the wholesaler shall be clearly marked on the delivery vehicle. Retail and wholesale dealers licensed under the provisions of this chapter shall be required to demonstrate compliance with this section to the city upon written receipt of a request for information.

Section 17. Section 4-28 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-28. - Revocation, suspension or other penalty.

Any suspension, revocation, or forfeiture of a license by the city council shall occur only after notice and opportunity for a hearing before the city council consistent with the procedures set forth in section 4-29, and upon the following occurrences:

(a) ~~The city clerk shall be authorized to suspend or revoke an alcoholic beverage license or impose other penalties upon the licensee under the conditions set forth in this section. However, no revocation, suspension or other penalty shall be imposed without first providing a licensee the notice, hearing and appeal rights as more specifically provided in section 4-29.~~

Any licensed outlet that is found to be in violation of this chapter shall be subject to criminal citation and prosecution.

(b) ~~Sufficient grounds for the suspension or revocation of a license or the imposition of other penalties include, but are not limited to, the following:~~

~~(1) A licensee has failed to open for business within six months after approval of the license; provided, however, prior to the expiration of such period, the city clerk may extend the time in which a licensee is required to open for business by up to six months, upon the timely receipt of a written request from a licensee for such an extension.~~

~~(2) After opening for business, a licensee has ceased to operate the business for a period of three consecutive months.~~

~~(3) A licensee's state license or permit for the sale of alcoholic beverages has been revoked.~~

~~(4) A licensee, or such licensee's employee or agent, has sold alcoholic beverages during a period of suspension.~~

~~(5) A licensee gave false or misleading information in the original application or renewal process.~~

~~(6) A licensee has failed to pay any fee, license fee, fine or other amount of money due to the city under this chapter or any other licensing ordinance of the city.~~

~~(7) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be under the age of 21 years.~~

~~(8) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication.~~

~~(9) A licensee has failed to maintain any and all of the general qualifications applicable to the initial issuance of a license as set forth in section 4-9.~~

~~(10) A licensee has violated any other law, ordinance or regulation governing the operation of establishment license to sell alcoholic beverages or which is reasonably related to the operation of such establishments.~~

~~(11) A licensee, or such licensee's employee or agent, has violated any other provision of this alcoholic beverage chapter.~~

Every license issued by the city for the sale of alcoholic beverages shall be immediately revoked in case of levy of legal process.

(c) ~~Subject to the notice, hearing and appeal rights of a licensee as provided in section 4-29, the city clerk is authorized, but not required, to revoke the license of any licensee found to be in violation of this chapter. In lieu of revocation, the clerk is also authorized to suspend the license of a licensee violating any provision of this chapter. In the event that the clerk elects to suspend a license, such license shall be suspended for three days for the first violation and 30 days for a second violation occurring within any consecutive 12-month period. For a third violation occurring within any consecutive 12-month period, the license shall be revoked. In lieu of revocation or suspension, the city clerk is also authorized, but not required, to accept a voluntary offer of a civil monetary penalty from the licensee, not to exceed $1,000.00 per violation. No licensee or any other applicant may apply for a license for the same premises during any period of suspension or revocation. In determining the severity of any sanction imposed under this section, the city clerk may take into consideration any documented evidence that the licensee has, on prior occasions, undertaken proactive efforts to promote compliance with the~~

~~provisions of this chapter, including the provisions of this chapter prohibiting the sale or serving of alcohol to minors. Documented evidence of such activities shall include, but shall not be limited to, written evidence that the licensee has promptly reported violations or attempted violations of this chapter.~~

Except as provided for transfers under section 4-20, any change in the ownership of any entity owning a licensed outlet shall cause the city council to immediately revoke any license issued under this chapter.

(d) Any licensee who shall for a period of three consecutive months cease to operate the business and sale of the product or products authorized in the said license, shall, after said three-month period, cause the city council to immediately revoke the license, and no refund of any fees paid pursuant to this chapter shall be made.

(e) A license may be immediately suspended or revoked by the city council upon learning that a licensee furnished fraudulent or untruthful information in the application for a license, or omits information required in the application for a license, or fails to pay all fees, taxes, or other charges imposed under the provision of this chapter.

(f) Whenever the state shall revoke any permit or license to sell alcoholic beverages, the city license shall thereupon be immediately revoked.

(g) Any licensed outlet for the sale of distilled spirits by the drink and any licensed outlet engaging in sale of alcoholic beverages on Sundays shall be subject to immediate license revocation by the city council if said outlet fails to meet the appropriate percentage requirements regarding the sale of food on the premises for two consecutive months.

(h) The city council shall immediately suspend or revoke the license of any outlet which does not meet the licensing qualifications set forth in this chapter at any time such knowledge becomes known to the council.

(i) The city council shall immediately revoke the license for any premises where alcoholic beverages have been sold or distributed during a period of suspension.

(j) It shall be a violation of the chapter for any licensee or any employee or agent of the licensee or licensed establishment to permit any person to engage in any activity on the premises for which the license is

issued or within the place of business, which is in violation of the laws or regulations of any federal, state, county, or municipal governing authority or regulatory agency. A violation of this subsection shall subject the license to immediate suspension or revocation.

(k) An act or omission of a licensee which constitutes a violation of federal or state law or regulation, relating to the sale of alcoholic beverages, taxes, gambling, violation of the Georgia Controlled Substances Act, or constitutes a crime of moral turpitude, shall subject the license to immediate suspension or revocation.

(l) The city council may suspend or revoke the license upon learning that the licensee has violated Georgia law by driving under the influence of alcohol, drugs, or other intoxicating substances.

Section 18. Section 4-29 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-29. - Hearing procedures on denial of an application, license suspension, or revocation; ~~appeal.~~

(a) If an application for an alcohol license is denied, whether a new application or a renewal application, the applicant has ten (10) days to file an appeal. The appeal (accompanied by a fee as periodically set by city council) shall be submitted to the city clerk and clearly contain the reasons or basis for the appeal. The clerk shall schedule a hearing before city council and provide written notice of the date, time and place of the scheduled hearing.

~~(a) Prior to imposing any sanction authorized by~~ (b) Upon presentation to the City Administrator or his/her designee of a violation of this chapter, or upon a showing of any of the other occurrences set forth in section 4-28 as grounds for suspension or revocation, the city clerk shall schedule a hearing before city council and provide written notice to the licensee ~~specifying the licensee's alleged violations of this chapter and the~~ of the date, time and place of the scheduled hearing ~~to be held before the city clerk to determine if the violations have occurred~~. The notice shall state the basis of the violation(s) and the potential for suspension or revocation of the alcohol license. ~~The date of the hearing shall be not less than five nor more than 30 days after the date of the written notice. At the request of the city clerk, the city~~

~~council may appoint a hearing examiner to perform the duties of the city clerk under section 4-28 and this section.~~

(c) At its discretion, the city council may appoint a special master to conduct the hearing and make findings of fact and conclusions of law and report such findings and conclusions to the city council. The city council shall make a decision on sanctions (if any) based on the special master's report.

(d) ~~Hearings shall be conducted under rules issued by the city clerk, which shall be consistent with rules applied in administrative proceedings, and shall ensure that each party~~ The licensee may present evidence, cross-examine witnesses and be represented by legal counsel, at the licensee's expense. ~~All testimony shall be sworn. The city shall have the responsibility to present evidence sufficient to carry the burden of proof by a preponderance of the evidence~~ The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the competent evidence presented at the hearing.

(e) Following the hearing, ~~the city clerk shall prepare a written order to include~~ the findings, conclusions and sanctions (if any) of the city council shall be forwarded to the city clerk to provide written notice to the licensee. ~~A copy of the order shall be forwarded by certified mail to the licensee the same date it is filed in the office of the city clerk, with additional copies furnished to the city administrator and the director of community development.~~

~~(b) The order issued by the clerk in accordance with the procedures outlined above shall be stayed for a period of ten days after the issuance of the order. During this ten-day period, the licensee shall have the right to file an appeal to the city council. If the licensee files a timely appeal, the city clerk's order shall be stayed until the appeal is heard or withdrawn. If the licensee does not file a timely appeal, the city clerk's order shall be final.~~

(f) The decision of the city council shall be final unless appealed to the Superior Court of Fulton County, Georgia, within 30 days of the city clerk providing written notification to the adverse party of the council's decision.

(f) For purposes of this ordinance, notice shall be deemed delivered when personally served or when served by certified mail postage

prepaid within three days after the date of deposit in the United States Mail.

~~(c) The notice of appeal to the city council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the city clerk shall submit the entire record of the case to the city council and may also submit a memorandum in response to the memorandum filed by the licensee. The clerk shall place the appeal on the agenda of the next regular city council meeting occurring not less than ten nor more than 30 days after receipt of the appeal, unless the appellant stipulates to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the city council will receive oral arguments on the written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments (if any) and other evidence in the record. Following the appeal hearing, the council may sustain, overrule or modify the order of the city clerk. In lieu of suspension or revocation, the city council may impose a fine upon any licensee, not to exceed $1,000.00 for each violation occurring on the licensed premises. The city council shall also have the option to refer the matter to the clerk for a de novo hearing, or for the taking of additional evidence on specific points, and in either of such cases, the city clerk shall proceed as provided in this chapter. If the city council does not refer the matter back to the clerk, the decision of the mayor and council shall be final, and the appellant shall have the right to seek a writ of certiorari to the superior court of the county within 30 days of the final action of the mayor and city council. The final action of the city council shall be reduced to a written order signed by the mayor. The original of the mayor's order shall be filed in the record of the case, and a copy of the order shall be included in the minutes of the city council meeting. It shall be the responsibility of the clerk to provide a copy of the order to the appellant.~~

Section 19. Section 4-30 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by replacing the section in its entirety with the following bold, underlined language:

Sec. 4-30. - Exercise of discretion; consideration of mitigating factors.

(a) Nothing in this section shall be deemed to require suspension or revocation of a license, and each violation should be considered at the discretion of the city council on a case by case basis. The city administrator and city council, in their discretion, shall consider the evidence, including any extenuating, aggravating or mitigation facts or circumstances that may affect or reflect upon the applicant, the application, and/or the location of the business in light of this chapter.

(b) Penalties for the licensee may be mitigated by the city council upon presentation of evidence that the licensee established practices and procedures to prevent the violation from occurring. Such mitigating factors (as appliable) may include:

(1) Attendance at a responsible alcohol sales and service (RASS) workshop by the licensee and/or managers;

(2) Implementation and components of written policies;

(3) Evidence that employees have or do not have alcohol seller/server permits;

(4) Evidence that the licensee conducts its own "secret shopper" or internal "sting" operations and the results therefrom;

(5) Implementation and components of an employee training program;

(6) Length of time in business;

(7) Whether an ID was requested;

(8) The degree to which the licensee has other procedures in place to monitor its alcohol servers/sellers for compliance;

(9) Whether the licensee enforces a zero-tolerance policy in which employees are terminated for any knowing violation of this chapter; and

(10) Other evidence demonstrating the licensee's efforts to comply with the ordinance and prevent illegal alcohol sales or service in the licensed establishment and the community at large.

Section 20. Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding a new section 4-31 with the following bold, underlined language:

Sec. 4-31. - Consideration of progressive actions; mandatory penalties for sale or service to persons under 21; criminal penalties.

(a) If a licensee is found to have violated any provision of this chapter, excluding selling or serving underage persons, the city shall ordinarily give consideration to the following progressive actions:

(1) The first violation in a 12-month period shall result in the issuance of a written warning letter.

(2) The second violation within a consecutive 12-month period shall result in a mandatory hearing before the city council and the issuance of a license suspension for a period of up to 60 days.

(3) The third violation within a consecutive 12-month period shall result in a suspension or revocation of the license.

(b) If a licensee or employee of such licensee has a conviction (including for purposes of this paragraph, a plea of nolo contendere or the forfeiture of bond) for the violation of O.C.G.A. § 3-3-23 or any section of this chapter relating to the sale or service of alcoholic beverages to any person under 21 years of age, the following minimum penalties shall apply:

(1) The first conviction shall result in a minimum fine of $500.00, and may result in a license suspension for a period of up to 30 days.

(2) The second conviction within a consecutive 24-month period shall result in a minimum fine of $750.00, and a license suspension for a minimum period between seven and 60 days.

(3) The third conviction within a consecutive 24-month period shall result in a minimum fine of $1,000.00 and revocation of the license absent a showing of mitigating circumstances deemed sufficient in the discretion of the city council to allow retention of the license.

(c) Nothing contained in this chapter shall be construed to preclude the city council from suspending or revoking an alcoholic beverage license or alcohol seller/server permit for a period exceeding those described in this section if the city council determines in its discretion that such action is necessary and in the best interest of the public health, safety and welfare of the city.

(d) For any license suspension of less than 30 days, the licensee will not be required to remove alcoholic beverages from the premises, but shall be required to secure with lock and chain, or similar locking mechanism, all refrigeration units containing alcoholic beverages, and remove non-refrigerated alcoholic beverages to an on-premises locked storage area or otherwise secure such beverages so that they are out of view and access of the public.

(e) Actions taken by the city council shall be in addition to any criminal citation and prosecution by the city. Each violation of this chapter shall constitute a separate offense subject to a separate citation and penalties. Criminal penalties may result in a fine not to exceed $1,000.00, imprisonment not to exceed 60 days, or both.

Section 21. Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding a new section 4-32 with the following bold, underlined language:

Sec. 4-32. - Complimentary service.

Complimentary service is the gratis provision of malt beverages or wine to patrons, and is permitted in accordance with this section. Complimentary service of malt beverages shall be limited to individual pours of no greater than 12 fluid ounces per person. Complimentary service of wine shall be limited to individual pours of no greater than six fluid ounces per person. Holders of a complimentary service permit may, in lieu of complimentary pours, elect to allow patrons to bring in the establishment one bottle of wine, but the pour shall not exceed six ounces per person. The following shall be ineligible to receive a complimentary service permit:

(1) Holders of other city alcoholic beverage licenses; or

(2) Establishments, as designated by the director of community development, with advice and assistance from staff and council, as providing a use or service that is not compatible with complimentary service of alcohol (i.e., gas stations, convenience stores).

The list of prohibited establishments may be revised from time to time and shall be on file for review in the clerk's office and the office of community development. The city shall develop a complimentary service application form and a complimentary service permit, which may include additional criteria, and an annual permit, which may be renewed on an annual basis. Each applicant shall pay an annual license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk.

Section 22. Section 4-47 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-47. - Locations where prohibited.

(a) No alcoholic beverages may be sold by the drink for consumption on the premises where sold except in:

(1) Eating establishments regularly serving prepared food, with a full-service kitchen consisting of a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of

which must be approved by the county health department and the city fire marshal, and the kitchen shall be fully operational and staffed, offering prepared meals for sale, at all times when the establishment is serving alcohol ~~prepared to serve food every hour they are open~~;

(2) Supermarkets or wine bars, where these establishments are permitted to seat 45 or more persons pursuant to applicable building, fire and safety codes in effect for the city;

(3) Cigar shops;

(4) Art galleries or art studios;

(5) Hotels, motels or high-rise office and apartment buildings; or

(6) Private dog parks.

(b) When located in hotels, motels and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall or other publicly-used interior portion of the primary use structure.

(c) Unless otherwise expressly exempted in this chapter from this requirement, establishments not located in hotels or motels shall derive a minimum of 50 percent of their total ~~annual~~ monthly gross food and beverage sales from the sale of prepared meals or food (except that wine bars and dog parks shall derive a minimum of 40 percent).

~~(d) Hotels and motels containing such establishments shall derive a minimum of 50 percent of their total annual gross income from the sales of prepared meals or food and from the rental of rooms for overnight lodging. For the purposes of this chapter, the term "hotel" or the term "motel" means an establishment that contains not less than 35 separate rooms for overnight lodging.~~

Section 23. Section 4-48 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-48. - Hours of sale.

(a) For licensed establishments with premises located outside of the Downtown District, as defined in section 4-1, a~~A~~lcoholic beverages shall not be sold for consumption on the premises except as follows:

(1) Monday through Saturday, between the hours of 9:00 a.m. and 2:00 a.m. of the following day; and

(2) If the licensed establishment is not located in a mixed use development, o~~O~~n Sunday from 11:00 a.m. until 2:00 a.m. on Monday ~~in any~~ if the licensed establishment ~~which~~ derives at

least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, or which derives a minimum of 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(3) If the licensed establishment is located in a mixed use development, on Sunday from 12:30 p.m. until 2:00 a.m. on Monday if the licensed establishment derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, or which derives a minimum of 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(b) For licensed establishments with premises within the Downtown District, as defined in section 4-1, alcoholic beverages shall not be sold for consumption on the premises except as follows:

(1) Monday through Saturday, between the hours of 9:00 a.m. and 1:00 a.m. of the following day; and

(2) On Sunday from 12:30 p.m. until 1:00 a.m. on the following day in any licensed establishment which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, or which derives a minimum of 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(c) Notwithstanding the provisions of sections 4-401 and 4-452, permitting outside consumption of alcohol within the downtown district and certain mixed use developments, ~~such sales and~~ outside consumption of alcohol ~~are~~ is strictly prohibited on Sunday except during the lawful hours of sale, from ~~11:00 a.m. to~~ 12:30 p.m. until 1:00 a.m. on the following day.

Section 24. Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding a new Section 4-56 and adding the following bold, underlined language:

Sec. 4-56. - Hotels and motels.

(a) In order to be eligible for a consumption on the premises license, a hotel or motel must:

(1) Be used and held out to the public as a place where food is served and consumed and sleeping accommodations are offered to guests;

(2) Contain 35 or more rooms used for sleeping accommodations of guests; and

(3) Contain one or more public dining rooms, with adequate and sanitary kitchen and with a seating capacity for at least 40 guests.

(b) Hotels or motels with a consumption on the premises license shall derive a minimum of 50 percent of their total monthly gross income from the sales of prepared meals or food and from the rental of rooms for overnight lodging. If a hotel or motel contains more than one public dining room with separate consumption on the premises licenses, only one licensee may utilize the rental of rooms in the calculation of monthly gross income. All other consumption on premises licensees in the hotel or motel must derive a minimum of 50 percent of their total monthly gross income from the sales of prepared meals or food.

(c) Notwithstanding any other provisions of this article to the contrary, any hotel or motel may provide "in-room service" of alcoholic beverages if such establishment:

(1) Holds a valid city package license or a valid city consumption on the premises license or both; and

(2) Has been authorized to provide in-room service by the state.

(d) For the purposes of this section, the term "in-room service" consists of:

(1) The delivery of alcoholic beverages in unbroken packages by an employee of the hotel or motel to a registered guest's room when such alcoholic beverages have been ordered by the guest and when the guest shall be billed for the cost of such alcoholic beverages at the time of delivery and when the sale of such alcoholic beverages is completed at the time of delivery; or

(2) The provisions of a cabinet or other facility located in a hotel's or motel's guest room which contains alcoholic beverages and which is provided upon request of the guest and which is accessible by lock and key only to the guest and for which the sale of alcoholic beverages contained therein is final at the time requested.

(e) Except as otherwise provided in this section, in-room service of alcoholic beverages shall be subject to all restrictions and limitations in this chapter relative to the sale of alcoholic beverages. In-room service sales shall be authorized only on such days and only during such hours as the sale of alcoholic beverages is otherwise authorized.

(f) Distilled spirits sold pursuant to this section shall not be sold in packages containing less than 50 milliliters each.

(g) All alcoholic beverages sold pursuant to this section shall be purchased from a licensed wholesale dealer and shall be subject to all taxes imposed under this chapter.

Section 26. Severability

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

Section 27. Effective Date

This Ordinance shall be effective immediately upon adoption, except that it shall not become effective as to existing licenses until January 1, 2027.

Section 28. Repealer

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

SO ORDAINED, this ____ day of _____ 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: _____