



City Council Meeting & Public
Hearing
SEPTEMBER 27, 2021

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 9-20-2021)

B. Alcoholic Beverage License Applications

- 1. PH-21-AB-23 Cactus Cantina Inc.
d/b/a Cactus Cantina
3055 North Point Parkway Suite 100
Alpharetta, GA 30005**

**Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales**

**Owner: Jovito Garcia
Registered Agent: Emily Abdelrazeq**

- 2. PH-21-AB-26 Agincourt Industries, LLC
d/b/a Maple Street Biscuit Company
50 Canton Street Suite 113
Alpharetta, GA 30009**

**Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales**

**Owner: Agincourt Industries, LLC
Registered Agent: Michael Sard**

V. PUBLIC HEARING

- A. PH-21-AB-25 Minimum Distance Requirement Waiver Request for 122 Marietta Street
Consideration of a variance for the minimum distance requirements with a private residence
in order to obtain an alcoholic beverage license.**
- B. Z-21-08 / CU-21-11 Mayfair on Main / 217 South Main Street
Consideration of a rezoning from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) and a
conditional use to increase the density above 10 dwelling units per acre to allow for the construction of
a 24-unit 'For-Sale' townhome development in the Downtown. The property is located at 217 South Main
Street and is legally described as being located in Land Lot 694, 2nd District, 2nd Section, Fulton
County, Georgia.**

C. Z-21-07 / V-21-24 236 / 244 North Main Street

Consideration of a rezoning from O-I (Office-Institutional) to DT-LW (Downtown Live-Work) and a variance to reduce the side setback between structures from 10' to 6' in order to allow for the construction of 11 single-family detached homes in the Downtown. The property is located at 236 and 244 North Main Street and is legally described as being located in Land Lot 1197, 2nd District, 2nd Section, Fulton County, Georgia.

D. PH-21-14 UDC Text Amendments - Permitted and Conditional Uses and Temporary Uses

Consideration of text amendments to Unified Development Code (UDC) Article II, Use of Land and Structures and Appendix A: Alpharetta Downtown Code to amend permitted and conditional uses in several zoning districts, as well as amendments to temporary uses.

E. PH-21-16 UDC Text Amendments - Medical Marijuana Production and Dispensary Use

Consideration of text amendments to the Unified Development Code (UDC) to add a definition and regulations addressing medical marijuana production and dispensary use.

VI. NEW BUSINESS

A. Cardiac Monitors and AEDs Replacements (Public Safety Department)

VII. WORKSHOP

A. Police Training Update

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: September 27, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 9-20-2021)

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Council Meeting Minutes Draft 9-20-2021



City Council Meeting
September 20, 2021
Office of the City Clerk
CITY HALL 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. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

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

II. ROLL CALL

• **Council Members**

- Mayor Jim Gilvin
- Mayor Pro Tem Donald F. Mitchell
- Jason Binder
- Ben Burnett
- John Hipes
- Dan Merkel
- Karen Richard

• **Staff**

- Bob Regus, City Administrator
- Michael Stacy, City Attorney
- James Drinkard, Asst. City Administrator
- Erin Cobb, City Clerk
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- John Robison, Director of Public Safety
- Pete Sewczwicz, Director of Public Works
- Michael Woodman, Senior Planner

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Constitution Week Proclamation

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8-23-2021)

B. Financial Management Report: Month Ending July 31, 2021

C. Alcoholic Beverage License Applications

1. PH-21-AB-24 360 F&C, LLC
d/b/a/ Q'Paso Latin Grub
5815 Windward Pkwy #202
Alpharetta, GA 30005

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owners: Kazeka Muniz & Amanda Bolton
Registered Agent: Kazeka Muniz

❖ Mayor Pro Tem Mitchell offered a motion to approve the consent agenda

- The motion received a second from Council Member Merkel
- The motion was approved unanimously (7-0)

VI. PUBLIC HEARING

A. CU-21-09 Alpharetta Liquor & Wine / 11380 State Bridge Road

This item was tabled during the August 23, 2021 City Council Meeting and must be removed from the table prior to presentation or consideration.

❖ Council Member Richard offered a motion to remove CU-21-09 Alpharetta Liquor & Wine/11380 State Bridge Road from the table

- The motion received a second from Council Member Burnett
- The motion was approved (7-0)

- Senior Planner, Michael Woodman, came forward to present this item.
- This item was heard at the 8/5/2021 Planning Commission meeting. Staff recommended denial. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 6-0
- Staff is recommending that Council approve CU-21-09 Alpharetta Liquor & Wine/11380 State Bridge Road, subject to the following conditions (Condition in RED added by Staff):

1. 'Liquor Store' shall be added as a conditional use at 11380 State Bridge Road, Suites 130, 140, & 150 and limited to no more than 4,960 square feet.
 2. Conditional use approval shall be limited to Alpharetta Liquor & Wine; no additional 'Liquor Store' use or subleasing shall be permitted within the approved space.
 3. Liquor Store shall be limited to package sales of beer, wine, and distilled spirits.
 4. Hours of operation shall be Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM.
 5. There shall be no neon signage, no window lighting trim, and no primary colors used on signage or awnings.
- The applicant, Ramzanali Sadruddin, is requesting a conditional use to allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.
 - The submitted request, if approved, would allow Alpharetta Liquor & Wine to operate a 'Liquor Store' in a 4,960 square foot suite within a new shopping center. The property is zoned C-1 (Neighborhood Commercial), which requires approval of a conditional use to allow a 'Liquor Store'. The subject property is located at 11380 State Bridge Road, Suites 130, 140 & 150 at the northeast corner of State Bridge Road and Kimball Bridge Road in the Kimball Plaza shopping center.
 - The 1.15-acre property is developed as Kimball Plaza, which is a new 1-story, 9,464 square foot shopping center building. Surrounding properties are zoned C-1, except the property to the east and south is City of Johns Creek. Georgia Clinic and U-Store Climate Controlled Storage are located to the north, a commercial strip center and City of Johns Creek are located to the east, Honda Carland Service Center is located to the west and City of Johns Creek to the south. The Comprehensive Land Use Plan designation of the property is 'Commercial'.
 - Alpharetta Liquor & Wine is a new business. The applicant proposes to occupy Suites 130, 140 and 150, which have a combined area of 4,960 square feet. According to the applicant, products sold will include beer, wine, spirits, and associated items related to alcohol package sales. Hours of operation are Monday – Thursday 9:00 AM – 9:30 PM, Friday – Saturday 9:00 AM – 10:30 PM and Sunday 12:30 PM – 7:00 PM. The applicant anticipates less than ten (10) employees.
 - The UDC allows a 'Liquor Store' by-right in the C-2 (General Commercial) and LI (Light Industrial) zoning districts and with approval of a conditional use in the CUP (Community Unit Plan), O-I (Office-Institutional), C-1 (Neighborhood Commercial), PSC (Planned Shopping Center) and MU (Mixed Use) zoning districts. The table below provides a list of 'Liquor Stores' operating in the City, as well as past public hearing requests for 'Liquor Store' use.

Name	Address	Zoning	Approval Process
Royal Liquor Store	4305 State Bridge Rd	C-1	Allowed by Annexation – Fulton County conditions excluded free-standing liquor stores
Old Milton Beverage	4045 Old Milton Pkwy	C-2	Allowed By-right
Total Wine	6290 North Point Pkwy	PSC	Allowed by-right under North Point Business Center MP, Pod 3
Reds Package Store	270 South Main St	C-2	Allowed By-right
Costco Liquors	2855 Jordan Ct	O-1	Allowed by Oxford Green MP Tract A
Total Wine	380 North Point Cir	PSC	Approved for conditional use in North Point Mall MP in 2008
Westside Wine & Spirits	2125 Hembree Rd	CUP	Denied 5/24/2021
Arrowhead Liquor Store	3675 Old Milton Pkwy	O-1	Withdrawn July 2015

- TRAFFIC: Staff estimates that the 4,960 square foot 'Liquor Store' would generate 503 daily trips and 95 PM Peak Hour trips. Staff compared the proposed 'Liquor Store' use to other uses that are similarly situated in strip shopping centers. The table below shows that the proposed 4,960 square foot 'Liquor Store' would generate significantly more PM Peak Hour trips than other uses typically found in a shopping center.

Use	Daily Trips	PM Peak Hour trips
Liquor Store (Proposed Conditional Use)	503	95
Medical/Dental Office	173	17
Variety Store	315	34
Pharmacy (w/out drive-thru)	447	42
Hair Salon		7
Copy/Print Center		37
High Turn Over Sit-Down Restaurant	556	48

- 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:
 - 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: Access into and out of the subject property is limited. The property is located at a high-traffic intersection, which has an unusual geometry. Access to the property from State Bridge Road (Old Milton Parkway) consists of a restricted right-in/right-out curb cut and access from Kimball Bridge Road is through an adjoining shopping center property, which also has a restricted right-in/right-out curb cut. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center.
 - The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property; Response: The applicant's site plan complies with the above-mentioned improvements.
 - 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 could have impacts on surrounding properties. While the

intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.

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 could have impacts on surrounding properties. While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.
 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: While the intersection of State Bridge Road and Kimball Bridge Road is developed as a commercial node, the properties immediately behind the commercial development are developed as residential subdivisions and an elementary school. In addition, there are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location.
 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: There are similar uses in the immediate vicinity of the subject property. Royal Liquor Store is located in the Publix shopping center at 4305 State Bridge Road, Suite 109 and Old Milton Beverage is located in Brookside Station at 4045 Old Milton Parkway, which are approximately 1,350' and 3,915' away, respectively. In addition, there are two (2) liquor stores in Johns Creek to the northeast and south, which are approximately 1.75 miles and 0.5 miles away, respectively. The nearest residence to the proposed 'Liquor Store' is located to the west in the Park Brooke subdivision, which is approximately 630' away. Ocee Elementary School is located to the south, which is approximately 1,240' away. All distances above were measured in a straight-line distance, as the crow flies.
- CONCURRENCES: City Staff has reviewed the applicant's proposal and finds that the request is in conflict with the established review criteria for a conditional use. Vehicular access is a concern given that the 'Liquor Store' would generate 95 PM Peak Hour trips. A 'Liquor Store' generates significantly more PM Peak Hour trips than other uses typically found in a shopping center. Also, there are concerns that the proposed 'Liquor Store' is not appropriately separated from similar uses and conflicting uses. There are two (2) liquor stores in Alpharetta and one (1) in Johns Creek within ¾-mile of the applicant's proposed location. Residential subdivisions have been developed adjacent to and behind the commercial development in all four (4) quadrants of the intersection, as well as, Ocee Elementary School, which is less than ¼-mile from the applicant's property to south 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 no comments were received.
 - COMMUNITY ZONING INFORMATION MEETING: The CZIM was held on July 14, 2021. There were no public comments.

- The applicant, Ms. Sadruddin, 450 Virginia Highlands, Fayetteville, GA 30215, came forward to speak on behalf of the application.
- Public Comment:
 - Roman Goldsman, 11915 Little Creek Crossing, Alpharetta, GA, 30005 came forward to speak in opposition of this item stating that the distance survey provided by the applicant was not valid and that the applicant would not meet residency requirements for a state alcohol license.
- ❖ Council Member Richard offered a motion to deny CU-21-09 Alpharetta Liquor & Wine/11380 State Bridge Road
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved (6-1); Council Member Merkel voting in opposition

B. PH-20-07 Horizon 2040 Alpharetta Comprehensive Plan - Transmittal Hearing

- Senior Planner, Michael Woodman, came forward to present this item.
- This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0
- Staff is recommending that Council approve PH-20-07 Horizon 2040 Comprehensive Plan and authorize transmittal of the draft document to the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC).
- State regulations require that community comprehensive plans be prepared, adopted, and updated on a regular basis in order to ensure compliance with regional plans and maintain eligibility for grants and other funding. The current comprehensive plan, 2035 Comprehensive Plan, was adopted in 2017. The Horizon 2040 Comprehensive Plan effort was guided by City Staff. Public meetings were held, and online surveys were provided to identify needs and opportunities and develop the community vision. In addition, a Steering Committee was formed and met over the course of a year to provide Staff with valuable input and support for the public outreach process. The public hearings associated with the transmittal of the Horizon 2040 Comprehensive Plan to DCA, and ARC are also meant to provide the public with an opportunity to review and comment on the draft plan. The plan will be updated based on public comments prior to transmittal.
- The Alpharetta community identified six (6) themes or areas of focus, which included Traffic Congestion/Walkability, Housing, Office and Retail Vacancies, Growth Management, Sense of Place/Placemaking, and Open Space. In addition, needs and opportunities were identified as it relates the new Broadband Services Element. New policies and strategies were developed based on the six (6) themes and Broadband Services Element.
- The Future Land Use Map was updated with most changes reflecting general cleanup resulting from the purchase of parkland around the City and past future land use map changes. Areas designated 'Commercial' along North Point Parkway between Mansell Road and Haynes Bridge Road were changed to

'Mixed-Use' based on community feedback and to be consistent with the vision in the North Point LCI. In addition, the community identified the HP property at the southeast corner of Windward Parkway and Westside Parkway as a mixed-use opportunity.

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to approve PH-20-07 Horizon 2040 Comprehensive Plan and authorize transmittal of the draft document to the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC) and the resolution as presented
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

C. MP-21-01/V-21-04 The Bailey/Northwinds

- Senior Planner, Michael Woodman, came forward to present this item.
- This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval subject to 21 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting all changes requested by the applicant (**Planning Commission changes shown in RED**). Vote 4-2
- The applicant amended the public hearing application after the 4/1/2021 Planning Commission meeting. The previous request was a comprehensive land use plan amendment, rezoning, master plan amendment, conditional use, and variances to allow a mixed-use development. The applicant has withdrawn the request to allow residential use and is now requesting a master plan amendment and variance to allow a non-residential development.
- Staff is recommending that Council approve MP-21-01/V-21-04 The Bailey/Northwinds, subject to the following conditions:
 1. The 4.72-acre site shall be developed substantially similar to the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
 2. Buildings shall be substantially as shown on the renderings prepared by Goode Van Slyke Architecture, dated 4/28/21, except for modifications required to comply with the conditions below, with final approval by DRB.
 3. **Non-residential Office Use** density shall not exceed 40,000 square feet/acre, not including the hotel. Development regulations shall be shown below (Use square footage shall be deducted from the remaining Northwinds Master Plan entitlement):
 - a) Wellness Center – Maximum 156,400 square feet and limited to athletic facility, professional office, medical office, restaurant, pharmacy, medical spa, and pool lounge.
 - b) Office – Maximum 53,000 square feet and limited to professional office

- c) Retail/Restaurant – Maximum 25% of office use ~~not including uses~~ located in the Wellness Center, or ~~13,250~~ 46,650 square feet, and limited to the office over retail buildings along Kimball Bridge Road and Northwinds Parkway. There shall be no free-standing retail uses and retail service uses shall be incidental to the office and wellness center. Restaurants shall not have drive-through facilities.
 - d) Hotel – One luxury boutique or full-service hotel shall be permitted with a maximum of ~~40~~ 100 rooms. Use shall be deducted at an exchange rate of 800 SF of office per hotel room. Hotel may not be an extended stay facility.
 - e) Structured Parking – Shall be below-grade as depicted on the site plan prepared by Goode Van Slyke Architecture, dated 6/28/2021. Any portion of the parking deck visible from Northwinds Parkway or Kimball Bridge Road shall be treated with similar materials and finishes as the buildings they serve and shall be screened with landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
4. Maximum building height shall not exceed ~~8 stories~~ 135'-0" from Average Grade of the Project.
 5. Site plan shall be revised to reduce excess impervious areas, such as the wide sidewalk connections, area behind wellness center and area south of hotel. Maximum impervious area may be increased to no more than ~~78%~~ 79.5%. However, impervious area above 70% shall be improved with a pervious paving system and/or a green roof/terrace
 6. Surface parking shall be heavily screened from the public right-of-way, as approved by DRB.
 7. Retaining walls shall receive architectural façade treatment or be heavily landscaped, as approved by DRB. Walls visible from developed areas exceeding 16' in height shall be terraced.
 8. Backside of buildings or 'back of house' functions, such as loading or dumpster areas, shall not be visible from the public right-of-way. This includes the southern-most driveway on Northwinds Parkway. Parapet walls shall be used to screen roof-top mechanical equipment and views.
 9. Corner of Northwinds Parkway and Kimball Bridge Road shall be designed with a minimum 2,000 square foot open space to incorporate decorative hardscape and landscape with a water feature, sculpture, or similar focal point feature, as approved by the Cultural Arts Commission. Corner feature shall be completed with the first CO.
 10. Open space areas shall be developed with decorative landscape, hardscape, low walls, and seating/gathering areas, as approved by DRB.
 11. Existing row of street trees (Oaks) along Northwinds Parkway shall be saved and shrubs shall be planted in between the existing trees or within the planter, as approved by DRB.
 12. Pedestrian lights shall be required along Kimball Bridge Road. Existing pedestrian lights along Northwinds Parkway shall be replaced, where necessary, and supplemented with additional lights, as approved by Staff.
 13. Developer shall construct a minimum 6' sidewalk and 6' planter (between curb and sidewalk) along Kimball Bridge Road, as approved by Staff. Planter shall be planted with street trees.

14. Developer shall dedicate necessary right-of-way to accommodate the required streetscape and future traffic signal equipment.
 15. Site driveways and the Kimball Bridge Road/Northwinds Parkway intersection shall be improved as recommended by the traffic study, with final approval by Staff.
 16. Developer shall design and construct road improvements needed to mitigate impacts from the development, as approved by Staff. At a minimum, road improvements shall include:
 - a) Southbound left turn lane on Kimball Bridge Road shall be extended to provide 50' of queuing length for left turns into the Kimball Bridge Road driveway.
 - b) Northbound left turn lane shall be provided on Northwinds Parkway at the main driveway
 17. Development shall comply with the City's parking regulations. A shared parking demand study shall be required at LDP to justify parking reductions, with final approval by Staff.
 18. Specimen trees, tree groupings and trees of quality shall be given special consideration and every attempt to incorporate them into the site plan shall be made, as approved by Staff.
 19. Developer shall dedicate a permanent easement to the City and construct a 12' concrete, accessible path (Alpha Loop) as depicted on the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, with final alignment/design/materials approved by Staff and construction completed prior to first CO. An enhanced crossing shall be provided across Kimball Bridge Road and shall include design and materials approved by Staff. Path shall include seating/gathering areas, lighting (pedestrian and bollard), landscape, hardscape, bike share station, wayfinding signage and public parking, as approved by Staff. Path entrance gateways/arches shall be provided on Northwinds Parkway and Kimball Bridge Road.
 20. Fire lanes shall be a minimum 26' wide and main entrance (motor court) shall accommodate the required fire truck turnaround, as approved by Staff.
 21. Detention facilities shall not be visible from the public right-of-way, except a decorative water feature approved by Staff.
- The applicant, Brandon Wheelless, is requesting a master plan amendment and variance to allow for The Bailey (A.K.A. Lux Atlanta) development on 4.72 acres in the Northwinds Master Plan. The development is proposed to include a 156,400 square foot wellness center, 24,700 square feet of retail/restaurant, 53,000 square feet of office, and a 100-room boutique hotel served by below-grade structured parking. A master plan amendment is requested to the Northwinds Master Plan Pod A to amend development regulations on the property, such as building setbacks, building height, and building coverage. A variance is requested to increase the maximum impervious area in the O-I (Office-Institutional) zoning district from 70% to 80%. The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.
 - The submitted request, if approved, will allow for the construction of The Bailey development, which consists of a 156,400 square foot wellness center, 24,700 square foot of retail/restaurant, 53,000 square feet of office, and a 100-room boutique hotel served by below-grade structured parking on 4.72 acres. A master

plan amendment is requested to the Northwinds Master Plan Pod A to amend development regulations on the property, such as building setbacks, building height, and building coverage. A variance is requested to increase the maximum impervious area in the O-I (Office-Institutional) zoning district from 70% to 80%. The subject property is located at the northwest corner of Northwinds Parkway and Kimball Bridge Road.

- The undeveloped property is zoned O-I (Office-Institutional), subject to the Northwinds Master Plan Pod A. The property received approval of a master plan amendment and rezoning in 2018 to allow an athletic facility, office, restaurant, and boutique/full-service hotel. The property is bound by Northwinds Parkway to the east and Kimball Bridge Road to the north. Surrounding properties are Jackson Healthcare to the east, Braeden subdivision to the north, Clear Springs Baptist Church, and a cemetery to the west and the Northwinds VII office building to the south. The property has a Comprehensive Land Use Plan designation of 'Corporate Office'.
- The Northwinds Master Plan was approved in 1986 and has been amended on a few occasions over the years. The Master Plan was approved for approximately 4.3 million square feet of office and retail/restaurant uses in Pods A & C. Retail/restaurant use in Pod A is required to be located within an office building and is limited to no more than 25% of the floor area of the building. A master plan amendment was approved in June 2017 for the Northwinds Summit mixed-use development, which is located at the northeast corner of Haynes Bridge Road and Georgia 400. That amendment utilized existing entitlements in the Northwinds Master Plan, including the approved residential uses that require an exchange for existing office density.
- In 2018, the subject property was approved for an exclusive athletic facility based on private membership and geared toward professional and developing athletes, including athletic training and development, as well as injury recovery/rehabilitation. The current application describes The Bailey as a "Tech-centric wellness center for progressive science-based rehabilitation and analytics. There will be a basketball court, pool, weight training and calisthenics, outdoor running track. It will also provide outpatient services such as physical therapy and offices with similar services. The exquisite boutique hotel and the condominium providing upscale accommodations. At the base of the condominium building will have ground level retail and a Michelin star restaurant. The hotel will also have a public restaurant."
- The table below provides a comparison between the 2018 approval and the current proposal.

2018 Approval vs. Current Proposal		
Use	Current Proposal	2018 Approval
Wellness Center	156,400 SF	40,000 SF
Retail/Restaurant	24,700 SF (incl. 7,500 SF restaurant use)	12,800 SF Restaurant
Office	53,000 SF	10,000 SF
Hotel	100 rooms (boutique) 123,400 SF	60 rooms (St. Regis or similar) 60,000 SF
Building Heights	13 stories, 9 stories, 3 stories, 4 stories	4 stories, 4 stories, 4 stories, 2 stories
Non-residential	357,500 SF	122,800 SF

- As shown in the table below, Northwinds Pods A & C have a remaining entitlement of 646,001 square feet of office and retail/restaurant use and 284 hotel rooms. If approved, the applicant's proposed uses should be deducted from remaining entitlements in the Northwinds Master Plan.

Northwinds Master Plan – Remaining Entitlement			
Use	Remaining Approval	Applicant's Proposal	Remaining w/ Applicant's Proposal
Office/Retail	646,001 SF	234,100 SF	411,901 SF
Hotel	284 rooms	100 rooms	184 rooms

- The table below provides a comparison of the applicant's zoning proposal to non-residential developments in the general vicinity of the subject property along Northwinds Parkway and Kimball Bridge Road. Since the surrounding non-residential developments do not include a hotel, the applicant's hotel was not considered in the comparison. The average non-residential density of developments in the vicinity of the applicant's property is 23,562 square feet/acre. At the time that the Northwinds Master Plan was approved, it allowed non-residential densities between 12,000 to 40,000 square feet per acre. Higher densities were permitted closest to Georgia 400, which is similar to the applicant's property. Therefore, it is recommended that the applicant's density not exceed 40,000 square feet per acre. Furthermore, retail service uses should be limited to no more than 25% of the floor area of office use, or 13,250 square feet, for services incidental to the associated office and wellness use.

Applicant's Proposal vs. Nearby Non-Residential Developments						
Development	Office (SF)	Wellness (SF)	Retail (SF)	Total (SF)	Acres (ac)	SF/ac
Applicant's Proposal	53,000 SF	156,400 SF	24,700 SF	234,100 SF	4.72 ac	49,597 SF
Jackson Healthcare	841,538 SF			841,538 SF	31.3 ac	26,886 SF
Northwinds VII	149,640 SF			149,640 SF	14.19 ac	10,545 SF
Kimball Place	130,595 SF			130,595 SF	4.47 ac	29,216 SF
Kimball 154 (Proposed)	160,000 SF			160,000 SF	4.44 ac	36,036 SF

- A variance is requested from Unified Development Code (UDC) Section 2.2, Table 2.1 List of Development Standards, to increase the maximum impervious area in the O-I district from 70% to 80%. The applicant states that the size and topographic challenges on the subject property contribute to the need for the requested variance. According to the applicant, there will be approximately 13,000 square feet of planted landscape areas on rooftop terraces. Due to the presence of rock close to the surface, the applicant does not believe a pervious paving system would achieve the desired stormwater infiltration.
- SITE PLAN ANALYSIS: The site plan depicts three (3) and four (4) story buildings, office over retail, along Kimball Bridge Road and Northwinds Parkway, respectively. A thirteen (13) story, 100-room boutique hotel is located in the southeast corner of the property and includes 17,700 square feet of restaurant and special event space. A nine (9) story, 156,400 square foot wellness center building is located in the western corner of the property and consists of a 58,600 square foot athletic facility, 75,000 square feet of medical and professional office and 22,800 square feet of retail/restaurant use. Site access is depicted at three (3) locations, including two (2) driveways on Northwinds Parkway and one (1) driveway on Kimball Bridge Road. Building setbacks are proposed to be 30' on Northwinds Parkway and 35' on Kimball Bridge Road. The maximum building height permitted in Pod A of the Northwinds Master Plan is twenty (20) stories; however, the tallest building in the area is 8 stories (see table below). If approved, it is recommended that the maximum building height not exceed eight (8) stories to ensure compatibility with surrounding developments.

Northwinds Master Plan Building Heights	
Building	Building Height
Jackson Healthcare	5 Stories
Jackson Healthcare Phase 2	8 stories
Jackson Healthcare Amenity Building	2 stories
Jackson Healthcare Childcare Building (Devry)	3 stories
Northwinds VII	5 stories
Northwinds II	5/6 stories

- As shown in the table below, the zoning proposal would require a total of 981 parking spaces, which includes a 25% shared parking reduction. The site plan calls out 940 parking spaces provided within the development, which represents a deficit of 41 parking spaces. 883 parking spaces are proposed in below-grade parking decks under the hotel, wellness center and retail/office buildings with 1,2 and 3 levels of parking. Structured parking can be accessed from the two (2) driveways off Northwinds Parkway and the driveway off Kimball Bridge Road. 57 surface parking spaces are provided within the development, including 51 spaces in a parking lot off Kimball Bridge Road and six (6) spaces in the motor court.

Required vs. Provided Parking			
Use	SF/rooms	Parking Rate	Parking Required
Boutique Hotel	100 rooms	1/room + 1 employee space/20 rooms + 1/500 SF (meeting space, retail, restaurant)	100 + 5 + 35 = 140
Wellness Center	58,600 SF	1/500 SF court, field, spectator area + 1/200 SF other patron use areas (athletic facility)	28 + 222 = 250
	55,000 SF	1/200 SF (medical office)	275
	20,000 SF	1/250 SF (professional office)	80
	15,200 SF	1/100 SF (restaurant)	152
	7,600 SF	1/200 SF (retail)	38
Total	156,400 SF		795
Office	53,000 SF	1/250 SF	212
Retail	17,200 SF	1/200 SF	86
Restaurant	7,500 SF	1/100 SF	75
Parking Required			1,308
25% Shared Parking Reduction			327
Parking Required			981
Parking Provided			940

- The O-I zoning district requires that all developments under 100 acres set aside a minimum 10% of the gross land area as open space. The site plan includes an open space plan, which calls out 0.586 acres of open space, or 12.4% of the property. However, the applicant's open space plan does not account for the Alpha Loop, rooftop terraces, balconies, or the rooftop track/turf.
- Therefore, the applicant's total open space is likely to be much larger than indicated on the open space plan. The applicant provided an open space exhibit depicting several civic and amenity spaces, including the Alpha Loop along Northwinds Parkway, a plaza and pocket park at the corner of Northwinds Parkway and Kimball Bridge Road, a pool deck, rooftop terraces, and balconies.
- The Alpha Loop is depicted parallel to Northwinds Parkway and located behind the existing street trees to be saved. The 2018 plan depicted the Alpha Loop running through the proposed development and terminating at the corner of Northwinds Parkway and Kimball Bridge Road. If approved, staff recommends that the developer dedicate a permanent easement for public access and construct the Alpha Loop, including a 12' concrete accessible path, crosswalk at Northwinds Parkway and Kimball Bridge Road, seating/gathering areas, lighting, landscape, hardscape, bicycle facilities, crosswalks and wayfinding signage.
- The property is heavily wooded, consisting of a mix of Pines and hardwoods. There is a row of existing street trees along Northwinds Parkway that should be saved. The site plan depicts an underground stormwater vault between the hotel and wellness center.

- **TRAFFIC:** The applicant submitted a trip generation report for the proposed development. As shown in the table below, the proposed uses would generate a total of 530 AM Peak Hour trips and 763 PM Peak Hour trips. The applicant's trip generation report estimates that approximately 80% of the Peak Hour trips will be on Northwinds Parkway. The Lux Atlanta development approved on the property in 2018 was estimated to generate 322 AM Peak Hour trips and 325 PM Peak Hour trips. The applicant's current proposal represents a substantial increase in traffic generated, including an increase of 208 AM Peak Hour trips and 438 PM Peak Hour trips.

Table 4: Site Generated Volumes

Code	USE	gsf	units	AM			PM		
				TRIPS	IN	OUT	TRIPS	IN	OUT
310	Hotel Comm.	130,500	100	45	26	19	49	25	24
710	Office	72,500		95	81	14	84	13	71
720	Med. Office	60,900		144	112	32	208	58	150
	Pharmacy								
	Med Spa								
492	Athletic Facility	58,600		77	39	38	175	100	75
820	Restaurant/Retail	34,500		169	105	64	247	118	129
TOTAL				530	363	167	763	314	449

- The applicant's traffic study recommends improvements at the site driveways and intersection of Northwinds Parkway and Kimball Bridge Road. In addition, turn lane improvements are recommended, including extending the southbound left turn lane on Kimball Bridge Road to provide 50' of queuing length for left turns into the Kimball Bridge Road driveway and providing a northbound left turn lane on Northwinds Parkway at the main project driveway.
- **STANDARDS FOR MASTER PLAN AMENDMENTS:** A master plan amendment is requested to the Northwinds Master Plan to amend development regulations. Staff has reviewed the applicant's request and compared it to the standards for consideration when evaluating a request for Master Plan Amendments, which are set forth in UDC §4.2.3(A)(2) and restated below along with staff's responses to each standard. The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:
 - a) Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property. Response: The zoning proposal represents an increase to the overall development intensity and building heights previously approved on the subject property in 2018. The proposed uses are suitable given the use and development of adjacent properties, which are generally developed with office-institutional uses. There are some concerns with the proposed increase in development intensity and building heights due to the development being situated on a site of less than five (5) acres, located on the two (2) lane Kimball Bridge Road, and located across the street from the Braeden subdivision. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

- b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property. Response: There are some concerns with the proposed increase to the development intensity and building heights due to the development being situated on a site of less than five (5) acres, located on the two (2) lane Kimball Bridge Road, and located across the street from the Braeden subdivision. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.
- c) Whether the zoning proposal will adversely affect the natural environment. Response: The proposed development should not adversely affect the natural environment. Tree saves are proposed along Northwinds Parkway.
- d) Whether there are substantial reasons why the property cannot or should not be used as currently zoned. Response: The subject property was approved in 2018 for a similar mix of uses. The current zoning proposal represents a significant increase in the overall development intensity and building heights from the 2018 master plan amendment approval.
- 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 zoning proposal would increase impacts on public facilities and services, including a substantial increase in traffic generated. The current proposal represents an increase of 208 AM Peak Hour trips and 438 PM Peak Hour trips.
- f) Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property. Response: Staff is unaware of new or changing conditions not anticipated in the 2018 approval on the subject property.
- 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 subject property was approved in 2018 for a similar mix of uses. However, the current proposal represents a significant increase to the overall development intensity and building heights from the 2018 master plan amendment approval. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.
- h) Whether there are substantial reasons why the property cannot be used in accordance with existing zoning. Response: The subject property was approved in 2018 for a similar mix of uses. However, the current proposal represents a significant increase to the overall development intensity and building heights from the 2018 master plan amendment approval. If approved, it is recommended that the non-residential density not exceed 40,000 square feet per acre, which does not include the hotel. Additionally, building heights should be limited to no more than eight (8) stories and retail use should be limited to no more than 25% of the office floor area.

- i) The extent to which the zoning proposal is consistent with the Comprehensive Plan. Response: The applicant's zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Corporate Office'.
- VARIANCE REVIEW CRITERIA: A variance is requested to increase the maximum impervious area. The City of Alpharetta Unified Development Code Article IV, Section 4.5.3(b) outlines the criteria set forth for granting a variance. The ordinance specifically states that "a variance may be granted upon a finding that" the standards set forth below have been met. Also below is staff's analysis of whether the applicant's request satisfies each standard.
 - 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 an unusual shape and topography. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.
 - 2. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or Response: The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.
 - 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 an unusual shape and topography. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.
 - 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances. Response: Approval of the variance request should not cause a substantial detriment to the public good. The request to increase the maximum impervious area of the site can be supported, if conditions are approved requiring impervious area above 70% be constructed with a pervious paving system or green roof.
- CONCURRENCES: Staff has reviewed the applicant's proposal and believes that the request for master plan amendment and variance does not conflict with the established review criteria if conditions are approved limiting the overall intensity of the development. The current proposal represents a significant increase to the overall development intensity, including overall non-residential square footage, building heights and trips generated. Based on the character of the area and the original intent of the Northwinds Master Plan, it is recommended that the non-residential density does not exceed 40,000 square feet per acre.
- Additionally, building heights should be limited to no more than eight (8) stories and retail service use should be limited to no more than 25% of the floor area of office use, or 13,250 square feet, for services incidental to the associated office and wellness use.
- The variance request can be supported, if the impervious area above 70% is constructed with a pervious paving system or green roof. If approved, it is recommended that the development meet the minimum parking requirements.

- 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. In addition, the applicant held a meeting with a representative from Braeden who voiced concerns over the need to minimize excessive lighting impacts to the Braeden subdivision. The report states that no other feedback has been received from the public.
- COMMUNITY ZONING INFORMATION MEETING: CZIM was held on August 11, 2021. There were no public comments.
- The applicant, Brandon Wheelless, CEO and chairman of Alux Properties, 8601 Dunwoody Pl, Atlanta, GA 30350, came forward to speak on behalf of the application.
- John Crow, President of Crow Hospitality Investment Group, LLC, 5619 Windy Ridge Drive Atlanta, Georgia 30342, came forward to speak on behalf of the application.
- Brent Reid, CEO of Winter Construction, 5616 Peachtree Rd, Chamblee, GA 30341 came forward to speak on behalf of the application.
- Paul Van Slyke, Co-founder and Partner of Goode Van Slyke Architecture, 409 John Wesley Dobbs Ave NE, Atlanta, GA 30312 came forward to speak on behalf of the application.
- Jeff Morrison, Architect at Goode Van Slyke Architecture, 437 Monument Ave. SE, Atlanta, GA 30316, came forward to speak on behalf of the application.
- **Public Comment:**
 - Lisa Shippel, 400 Braeden Way, Alpharetta, GA 30009, came forward to comment on this item.
 - Andrew Barch, 535 Hanlon Way, Alpharetta, GA 30009 came forward in support of this item.
 - Drew Maloney, Roswell GA, came forward in support of this item.
 - Bindley Sangster, 11877 Douglas Road, Johns Creek, GA 30005, came forward in support of this item.
 - The applicant also read a letter of support submitted by Senator Brandon L. Beach.

❖ Council Member Burnett offered a motion to approve MP-21-01/V-21-04 The Bailey/Northwinds, subject to the following conditions:

1. The 4.72-acre site shall be developed substantially similar to the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning.
2. Buildings shall be substantially as shown on the renderings prepared by Goode Van Slyke Architecture, dated 4/28/21, except for modifications required to comply with the conditions below, with final approval by DRB.
3. Office Use density shall not exceed 40,000 square feet/acre, not including the hotel. Development regulations shall be shown below (Use square footage shall be deducted from the remaining Northwinds Master Plan entitlement):

- a) Wellness Center – Maximum 156,400 square feet and limited to athletic facility, professional office, medical office, restaurant, pharmacy, medical spa, and pool lounge.
 - b) Office – Maximum 53,000 square feet and limited to professional office
 - c) Retail/Restaurant – Maximum 25% of office use including uses located in the Wellness Center, or 46,650 square feet, and limited to the office over retail buildings along Kimball Bridge Road and Northwinds Parkway. There shall be no free-standing retail uses and retail service uses shall be incidental to the office and wellness center. Restaurants shall not have drive-through facilities.
 - d) Hotel – One luxury boutique or full-service hotel shall be permitted with a maximum of 100 rooms. Use shall be deducted at an exchange rate of 800 SF of office per hotel room. Hotel may not be an extended stay facility.
 - e) Structured Parking – Shall be below-grade as depicted on the site plan prepared by Goode Van Slyke Architecture, dated 6/28/2021. Any portion of the parking deck visible from Northwinds Parkway or Kimball Bridge Road shall be treated with similar materials and finishes as the buildings they serve and shall be screened with landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
- 4. Maximum building height shall not exceed 140'-0" from Average Grade of the Project.
 - 5. Site plan shall be revised to reduce excess impervious areas, such as the wide sidewalk connections, area behind wellness center and area south of hotel. Maximum impervious area may be increased to no more than 79.5%. However, impervious area above 70% shall be improved with a pervious paving system and/or a green roof/terrace
 - 6. Surface parking shall be heavily screened from the public right-of-way, as approved by DRB.
 - 7. Retaining walls shall receive architectural façade treatment or be heavily landscaped, as approved by DRB. Walls visible from developed areas exceeding 16' in height shall be terraced.
 - 8. Backside of buildings or 'back of house' functions, such as loading or dumpster areas, shall not be visible from the public right-of-way. This includes the southern-most driveway on Northwinds Parkway. Parapet walls shall be used to screen roof-top mechanical equipment and views.
 - 9. Corner of Northwinds Parkway and Kimball Bridge Road shall be designed with a minimum 2,000 square foot open space to incorporate decorative hardscape and landscape with a water feature, sculpture or similar focal point feature, as approved by the Cultural Arts Commission. Corner feature shall be completed with the first CO.
 - 10. Open space areas shall be developed with decorative landscape, hardscape, low walls and seating/gathering areas, as approved by DRB.
 - 11. Existing row of street trees (Oaks) along Northwinds Parkway shall be saved and shrubs shall be planted in between the existing trees or within the planter, as approved by DRB.

12. Pedestrian lights shall be required along Kimball Bridge Road. Existing pedestrian lights along Northwinds Parkway shall be replaced, where necessary, and supplemented with additional lights, as approved by Staff.
13. Developer shall construct a minimum 6' sidewalk and 6' planter (between curb and sidewalk) along Kimball Bridge Road, as approved by Staff. Planter shall be planted with street trees.
14. Developer shall dedicate necessary right-of-way to accommodate the required streetscape and future traffic signal equipment.
15. Site driveways and the Kimball Bridge Road/Northwinds Parkway intersection shall be improved as recommended by the traffic study, with final approval by Staff.
16. Developer shall design and construct road improvements needed to mitigate impacts from the development, as approved by Staff. At a minimum, road improvements shall include:
 - a) Southbound left turn lane on Kimball Bridge Road shall be extended to provide 50' of queuing length for left turns into the Kimball Bridge Road driveway.
 - b) Northbound left turn lane shall be provided on Northwinds Parkway at the main driveway
17. Development shall comply with the City's parking regulations. A shared parking demand study shall be required at LDP to justify parking reductions, with final approval by Staff.
18. Specimen trees, tree groupings and trees of quality shall be given special consideration and every attempt to incorporate them into the site plan shall be made, as approved by Staff.
19. Developer shall dedicate a permanent easement to the City and construct a 12' concrete, accessible path (Alpha Loop) as depicted on the plan prepared by Goode Van Slyke Architecture, dated 6/28/2021, with final alignment/design/materials approved by Staff and construction completed prior to first CO. An enhanced crossing shall be provided across Kimball Bridge Road and shall include design and materials approved by Staff. Path shall include seating/gathering areas, lighting (pedestrian and bollard), landscape, hardscape, bike share station, wayfinding signage and public parking, as approved by Staff. Path entrance gateways/arches shall be provided on Northwinds Parkway and Kimball Bridge Road.
20. Fire lanes shall be a minimum 26' wide and main entrance (motor court) shall accommodate the required fire truck turnaround, as approved by Staff.
21. Detention facilities shall not be visible from the public right-of-way, except a decorative water feature approved by Staff.
22. Meet or exceed Cloister or Saint Regis luxury designation.
23. An LDP must be pulled by December 31, 2024, or the zoning reverts to the 2018 conditions
 - The motion received a second from Council Member Merkel
 - Mayor Pro Tem Mitchell offered a friendly amendment that any blasting of stone take place between 9:00 A.M. and 5:00 P.M. Monday – Friday

- Council Member Burnett and Council Member Merkel accepted the friendly amendment
- The motion was approved (4-3); Mayor Gilvin, Council Member Richard and Council Member Binder voting in opposition
- Mayor Gilvin requested a 5-minute break; Mayor Gilvin called the meeting back to order at 9:05 P.M.

VII. NEW BUSINESS

A. FY 2022 Bridge Maintenance, ITB 21-011

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council award ITB 21-011 to E&D Contracting Services, Inc. for the performance of the FY 2022 Bridge Maintenance project in an amount not to exceed \$331,726.00 and authorize the Mayor to execute all necessary documents.
- The award of this bid is for repair and maintenance activities at four locations within the City of Alpharetta based upon a Georgia Department of Transportation State Bridge Inspection Report. The inspections are performed on a biennial basis by representatives of GDOT. Additionally, the City contracted with AECOM to perform visual inspections of the bridges and prepare plans and specifications for the needed maintenance and repairs. These locations and the associated tasks are as follows:
 - Waters Road over Long Indian Creek
 - Repair voids at corners of the bridge.
 - Repair spall on Beam 8.
 - Windward Parkway (WBL) over Big Creek
 - Repair End Bent 1 undermining.
 - Extend pile encasements.
 - Install pier protection rip rap.
 - Repair delamination on Span 3, Boxes 6 and 1, and Span 4, Box 1.
 - Clean and seal all deck joints.
 - Remove vegetation from around approaches and substructure.
 - Windward Parkway (EBL) over Big Creek
 - Repair spall on Span 4, Beam 1.
 - Repair spalls on Bents 2 through 4 throughout the bottom of the cap.
 - Extend pile encasements.
 - Install pier protection rip rap.
 - Remove vegetation from around approaches and substructure.
 - Windward Parkway (EBL) over Camp Creek
 - Clean gutter lines and drainage inlet.
 - Patch beam spall.
 - Extend pile encasements.
 - Remove vegetation from around approaches and substructure.
 - Install pier protection rip rap.

- The project was advertised for competitive bids during June 2021 and July 2021. A total of three bids were received for the project on July 15, 2021:
 - E&D Contracting Services, Inc. \$331,726.00
 - Massana, Inc. \$440,000.00
 - Olympus Painting Contractors, Inc. Bid Withdrawn
- The apparent low bidder, E&D Contracting Services, Inc., is an experienced contractor and has worked on numerous projects with similar scopes for several agencies, including Glynn County, Putnam County, Troup County, and the City of Greenville, SC. The contacted references stated that E&D Contracting Services, Inc. provided reliable work on time and within budget and would utilize their services again.
- Staff met with E&D Contracting Services, Inc. to review the scope of work and the City's expectations. E&D Contracting Services, Inc. assured staff that they could complete the project for the bid amount and within the allocated time frame. Thus, staff determined E&D Contracting Services, Inc. to be the lowest responsive and responsible bidder.
- Once a contract with E&D Contracting Services, Inc. has been finalized and executed, construction may begin immediately. The anticipated completion date is no more than 100 days from notice to proceed
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to award ITB 21-011 to E&D Contracting Services, Inc. for the performance of the FY 2022 Bridge Maintenance project in an amount not to exceed \$331,726.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

B. Alpha Loop Design Services – Change Order #3

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council approve Pond & Company's proposal for Change Order #3 to Purchase Order 18000123 for design revisions to the Alpha Loop in an amount not to exceed of \$48,944.00 and authorize the Mayor to execute all necessary documents.
- On July 17, 2017, City Council approved Pond & Company's proposal for design of the Alpha Loop from Old Milton Parkway to Westside Parkway. This work was approved as part of the City's On-Call Park Planning services contract.
- Change Order #1 was issued on October 17, 2019, for the creation of a stand-alone plan set which was used to construct a portion of the Alpha Loop from the Chelsea Walk Subdivision to the first stream crossing. Change Order #1 increased the purchase order by \$12,980.00 from \$376,190.00 to \$389,170.00.
- Change Order #2 was approved by City Council on November 4, 2019, for the realignment of approximately 450 linear feet of the trail to provide a connection point to The Atley subdivision. Change Order #2 increased the purchase order by \$80,380.00 from \$389,170.00 to \$469,550.00.

- In February 2021, the Department of Public Works provided Integrated Construction and Nobility (ICAN) the plans for the bridge structure which would connect the Alpha Loop trail segment running south from Old Milton Parkway to the segment constructed as part of The Atley and requested a construction cost estimate. ICAN was selected for this as they were awarded construction of the Big Creek Greenway extension from Marconi Drive to Union Hill Park and hold an on-call contract with the City for trail construction.
- On March 17, 2021, ICAN submitted a cost estimate of \$4,290,242.48 for that segment of Alpha Loop, significantly above Pond & Company's initial estimate of \$1,590,504.80 from June 7, 2020. Upon sharing this with Pond & Company, they revisited their estimate and provided a revised cost estimate of \$2,469,726.69 on April 2, 2021.
- As there was still a significant separation in the two estimates, the Department of Public Works reached out to another reputable firm with significant trail construction experience, Astra Group. The same information was provided to Astra as was to ICAN. On May 14, 2021, Astra provided an estimated construction cost of \$4,461,600.00 for the segment. Astra did note that current market conditions have led to very volatile and escalating material and labor costs.
- Based on the estimates received from these three parties, Staff believes with a competitive procurement process this segment would cost approximately \$3,500,000.00.
- As part of a value engineering exercise, Public Works staff evaluated the replacement of the bridge structure with a return to an at-grade trail constructed, in part, along an older alignment. Based upon costs for at-grade trail construction from other active projects, staff believes the at-grade alternate alignment could provide cost savings of \$1,000,000 or more as compared to the bridge as currently designed.
- Recognizing that the bridge option would provide a different user experience than the at-grade alignment and given the volatility of the construction market, staff requested a proposal from Pond & Company to develop an alternate plan set replacing the bridge with a revised at-grade alignment. Having both plan sets would enable the City to bid out both scenarios and then decide which route to take from there. Change Order #3 to Purchase Order 18000123 will allow for the preparation of this alternate plan set.
- The preparation of the alternate alignment plans will require:
 - Revising tree protection plans, demolition/clearing plans, site plans, grading plans, lighting plans, landscape plans, erosion control plans, main line profiles, and storm drain profiles.
 - Structural design of approximately 209' of elevated boardwalk to accommodate two stream crossings. The boardwalk would be similar to those recently constructed as part of the Big Creek Greenway extension.
 - Updates to the 2018 geotechnical report to bring recommendations in line with revised boardwalk design and new building codes.
- Also included in the scope of Change Order #3 are the following:
 - Design of approximately 270' of trail within The Atley which would need to be reconstructed to provide an ADA compliant connection from the bridge as the existing trail currently sits too high. (The need to reconstruct this segment would be eliminated with the at-grade alternate alignment.)

- Widening the 104' long spur connecting the mainline of Alpha Loop to the sidewalks along the western shoulder of Westside Parkway from 8' wide to 12' wide.
 - Revising wall designs to Redi-Rock walls as Belgard has discontinued their Mega-Tandem series currently called for in the plans.
 - Updated cost estimates prepared by a construction cost estimating subconsultant.
- If approved, Change Order #3 will increase Purchase Order 18000123 by \$48,944.00 from \$469,550.00 to \$518,494.00. Revised plans are anticipated to be completed within 60 calendar days from Notice To Proceed.
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve Pond & Company's proposal for Change Order #3 to Purchase Order 18000123 for design revisions to the Alpha Loop in an amount not to exceed of \$48,944.00 and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

C. FY 2022 Facility HVAC Replacement

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council approve funding in an amount not to exceed \$123,925.00 to AComfort for HVAC unit replacements and authorize the Mayor to execute all necessary documents.
- This request is for the replacement of multiple HVAC units located at the Alpharetta Community Center, Alpharetta Technology Center, and multiple Fire Stations. These units are 20+ years in age and require extensive repairs/service in order to maintain the units in a safe working condition. The typical lifespan for these units is 15 to 20 years and some have already exceeded the expected life expectancy and require multiple service calls per year. Replacement of these units will provide better energy efficiency and bring the units up to date with the current federal environmental regulations regarding freons. This request is part of a recurring capital initiative to replace aging units at City facilities.
- The following units will be replaced as part of this request:
- Alpharetta Technology Center
 - One 12.5-ton Roof Top Unit (RTU)d
- Roswell St. Community Center
 - One front 15-ton Trane RTU
 - One front 10-ton Trane RTU
 - One rear 15-ton Trane RTU
 - One Rear 15-ton Trane RTU
- Station 85
 - New condenser, cooling coil, and furnace.

- Station 86
 - New furnace only
- The City will be utilizing their on-call contractor for HVAC maintenance for the new installation of equipment, AComfort, but reached out to another HVAC company for a comparison quote, A&H Heating and Air Conditioning, Inc.
- The City received two quotes that included the following:
 1. Two trips with crane for RTU.
 2. Refrigerant recovery for all units
 3. Installation of all materials and new equipment
 4. Labor and fuel.
- AComfort \$123,925.00
- A&H Heating and Air Conditioning, Inc. \$132,525.00
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve funding in an amount not to exceed \$123,925.00 to AComfort for HVAC unit replacements and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

D. Meadow Brook Hills Drainage Improvement – Design

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council approve TetraTech's Design Proposal for Meadow Brook Hills Drainage Improvements in the amount not to exceed \$216,000.00 and authorize the Mayor to execute all necessary documents.
- Public Works worked with TetraTech to develop concepts to help improve drainage issues along Brook Drive, Upshaw Drive, and Meadow Drive. Multiple concepts were developed including installation of pervious pavement, bio-retention areas, curb and gutter, and up-sizing stormwater pipes. The roads listed above have minimal to no curb and gutter and runoff from the City's streets are forced to flow across properties before they enter existing pipe networks. The preferred option to move forward into the design phase is installing curb and gutter, roadway drainage structures, and upsizing stormwater pipe to carry the runoff to an existing stormwater pipe network.
- One concern about upsizing the pipes is concern about existing utilities under the road and would the new stormwater pipe conflict with the existing utilities. To help address this variable, Public Works recommends moving forward with the design in multiple tasks. Task 1 will consist of performing sub-surface utility exploration (SUE) to determine not only where underground utilities are located but what the depth of the utilities are.
- Tetra Tech's next task is referred to as construction plans within their proposal. Upon completion of Task 1, Tetra Tech will start on Task 2a. Task 2a is where Tetra Tech will determine the extent of any utility conflicts and the severity of the conflicts. Public Works does envision there will be utility conflicts and relocations will need to occur.

However, relating a water line under or over a stormwater pipe is less decremental to the project compared to a lateral gravity fed sanitary sewer line in conflict with a stormwater line. Tetra Tech's concept plan calls for a 6' diameter pipe to be installed. The size of the pipe is necessary due to the fact we need to provide some form of detention, or we will increase the flow of runoff downstream. Since the existing roadway drainage flows through properties and now the plan is for roadway runoff to flow through a pipe network, the amount of time the runoff discharges through the outlet pipe will increase. The 6' diameter pipe is upsized from what is required to serve as underground detention. In perspective, if curb and gutter with roadway drainage were installed when the subdivision was built, one could presume the pipe sizes would be approximately 18- 24".

- Depending on the outcome of the SUE assessment, Tetra Tech's schedule to complete all the design as well as obtain all of the pertinent permits will take approximately 9 months. Tetra Tech will be performing cost estimates at three stages of plan development: 30%, 60%, and 90%. The 30% plans will be completed at the end of 2021 or early 2022. Since the City will receive a cost estimate for construction of the project early on, a decision can be made if it is best to move forward or pursue an alternative design approach.
- Mayor Pro Tem Mitchell requested that the alignment and sewer be checked prior to starting the second phase of this project.
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve TetraTech's Design Proposal for Meadow Brook Hills Drainage Improvements in the amount not to exceed \$216,000.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

E. Roof Replacement At Fire Station 81

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Council award a contract for the replacement of the roof at Fire Station 81 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$284,389 and authorize the Mayor to execute all necessary documents.
- Fire Station 81: This request is for replacement of the metal roof segments (main roof and tower) at Fire Station 81, which was originally installed in 1996 and totals approximately 6,400 sq. ft. Although the field of the roof is in good shape, the transition at the ridge and eave are showing significant signs of age and are no longer providing adequate water-tight protection. Multiple repairs have been made over the years to extend the roof life, including sealing and caulking. Despite the efforts, the facility is actively experiencing leaks (see pictures for current condition). A detailed scope-of-work has been attached hereto.
- Procurement Results This project is being awarded to Garland/DBS Inc. under the OMNIA Partners program (cooperative purchasing alliance).

- OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively solicited contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations). Racine County WI, as lead public agency, competitively solicited the Garland contract, and made it available under the terms of the OMNIA Partners program.
- Benefits of the Garland contract under OMNIA Partners include: (a) pricing competitiveness; (b) turnkey single source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).
- Garland has solicited quotes from the following pre-qualified subcontractors.
 - \$284,389: Safeshield
 - \$310,966: Innovative Roofing Group
 - No bid: NBC
- Included within the \$284,389 price is the full replacement of all the wood decking underlayment. Based on our experience during the 2019 replacement of the metal roof segment at Fire Station 82, the original wood underlayment was not properly installed, which led to warping and was unusable for the new roof (and needed full replacement). If it turns out that the wood decking underlayment is usable and in good shape, our costs will be less than the \$284,389 bid. This bid represents cost growth from the FS 83 metal roof replacement approved in 2020 (\$210,734) due to general growth in metal prices, overall labor cost growth throughout the supply chain, and \$58,560 included in the bid for FS 81 reflecting removal/replacement of wood decking (only charged if needed).
- The FY 2022 Budget includes funding for the scope set forth above.
- The City has used Garland for multiple roof repair/replacement projects including: replacement of the metal roof segment at Fire Station 82; roof replacement at the Public Safety Headquarters complex; roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.); etc. and has found their work, products and responsiveness to be exceptional.
- Once a contract with Garland has been finalized and executed, completion will take no longer than 90-days from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials, which has required longer lead times than in recent years.
- **Public Comment:** No Public Comment

- ❖ Mayor Pro Tem Mitchell offered a motion to award a contract for the replacement of the roof at Fire Station 81 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in an amount not to exceed \$284,389 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

F. Adoption of the 2021 Emergency Operations Plan (EOP)

- Director of Public Safety, John Robison, came forward to present this item.
- Staff is recommending that Council approve the resolution, as presented, adopting the 2021 City of Alpharetta Emergency Operations Plan (EOP) and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta's Emergency Operations Plan (EOP) is a comprehensive plan developed to ensure preparedness, response, and recovery from natural and manmade disasters. Alpharetta's EOP consists of the written Council Resolution, basic plan, appendices, and annexes. The "Basic Plan" details each Emergency Support Function (ESF), and which departments are responsible for their operation during an Emergency Operations Center activation.
- Within the presented draft document titled "City of Alpharetta Emergency Operations Plan 2021 Edition", changes were made to update the previous EOP which was last revised in 2012. Minimal changes were needed, and all additions from the 2012 plan are highlighted in yellow and all deletions are highlighted in red for easy reference.
- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Hipes offered a motion to approve the resolution, as presented, adopting the 2021 City of Alpharetta Emergency Operations Plan (EOP)
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

G. North Park Turf 2 Replacement

- Director of Recreation, Parks and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Council award RFP 22-102 North Park Turf 2 Replacement project to Sprintturf, LLC., for an amount not to exceed \$436,675.00 and authorize the Mayor to execute all necessary documents.
- The award of this RFP is for the removal and replacement of the artificial turf soccer field located at North Park and to make any sub-surface corrections prior to installing the new artificial turf. This project also includes netting additions and upgrades, replacing fencing around the perimeter of the field, and the restoration of the goal posts.

- On July 15, 2021, the City issued a Request for Proposal for the project with a due date of August 19, 2021.
- The city received one response, which was from Sprinturf LLC.
- An evaluation team comprised of Recreation, Parks & Cultural Services department staff rated the proposal based on the criteria set forth within the solicitation document (max of 100 points).
 - Comparable Experience and Project Team (35%)
 - Proposed Product (27%)
 - Approach to Project and Schedule Adherence (10%)
 - Cost Evaluation (25%)
 - Alpharetta Vendor Preference (3%)
- The Sprinturf proposal received a score of 92.25 points from the evaluation team. This project was funded as part of the FY 2022 Capital Budget in an amount totaling \$450,000. The cost proposal provided by Sprinturf totals \$436,675 and includes the following:
 - \$363,500 Base Project
 - \$ 18,175 Alternate 1: Fencing Replacement
 - \$ 47,850 Alternate 2: Netting Installation
 - \$ 7,150 Alternate 3: Goal Post Restoration
 - \$436,675 GRAND TOTAL
- Costs include all insurance, labor and materials bonds, mobilization, clean-up, debris removal, etc.
- Despite having 28 contacts downloading the RFP, the city received only one proposal, which was from Sprinturf. Based on follow-up discussions with potential vendors, material scarcity and our timeline were a driving factor. Sprinturf manufactures their own turf, which gives them significant flexibility throughout the project delivery lifecycle.
- Additionally, Sprinturf LLC was the awarded vendor for the last two athletic turf replacements and the installation of the Town Green turf with successful outcomes. The quoted price is substantially similar to the price paid for replacement of the North Park artificial turf field #1 in 2018 (\$463K; including several differentiating components such as full goal post replacement), which indicates competitive pricing. Staff is confident Sprinturf, LLC., has the experience and qualifications to meet the city's expectations to complete the project within the specified timeframe and recommends awarding the contract for this project to Sprinturf, LLC. Upon approval of the award of contract, staff will finalize the terms and conditions of the contract and issue a Notice to Proceed to Sprinturf, LLC.
- **Public Comment:** No Public Comment
- ❖ Council Member Merkel offered a motion to award RFP 22-102 North Park Turf 2 Replacement project to Sprinturf, LLC., for an amount not to exceed \$436,675.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

H. Bus Replacement for Adult Activity Center

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Council award the purchase of one 2020 Starcraft Allstar 22' passenger vehicle from Creative Bus Sales Inc. (under the competitively procured HGAC Buy coop contract #BT0-21) in the amount of \$64,680.00 and authorize the Mayor to execute all necessary documents.
- Equipment: As set forth in the adopted 2022 Capital Budget, staff recommends the replacement of one 2005 Ford 15- passenger bus that meets replacement criteria for both mileage (154K miles) and age (16 years). Staff proposes the purchase of one 2020 Starcraft Allstar 22' 14-passenger bus under the terms of the HGACBuy contract with Creative Bus Sales Inc. The Starcraft Allstar bus fully meets the department's operational needs and can be delivered within 8-weeks. Other vendors contacted by the department denoted lead times approaching 12-months on some models.
- Procurement: This project is being awarded to Creative Bus Sales under the HGACBuy program (cooperative purchasing alliance).
- The Houston-Galveston Area Council (HGAC) is the largest of 24 Councils of Government in Texas and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years. HGAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. HGAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. End Users issue their purchase orders to and pay directly to the HGACBuy Contractor.
- Staff obtained pricing on multiple other passenger vehicles with similar options, and all were priced in excess of the request contained herein. With the above stated, staff recommends the purchase of this passenger vehicle from Creative Bus Sales.
- **Public Comment:** No Public Comment
- ❖ Council Member Merkel offered a motion to award the purchase of one 2020 Starcraft Allstar 22' passenger vehicle from Creative Bus Sales Inc. (under the competitively procured HGAC Buy coop contract #BT0-21) in the amount not to exceed \$64,680.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

I. Resolutions Authorizing Condemnation - McGinnis Ferry Road Widening Project

1. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 4915 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1034-044-8) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 4915 Tidewater way, Alpharetta, Georgia (tax parcel no.: 21 -5680-1034-044-8) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

2. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 4935 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1034-042-2) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 4935 Tidewater Way, Alpharetta, Georgia (tax parcel no.: 21 -5680-1034-042-2) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

3. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 13075 Tidewater Crossing, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1033-085-2) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 13075 Tidewater Crossing, Alpharetta, Georgia (tax parcel no.: 21 -5680-1033-085-2) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

- The motion received a second from Council Member Binder
- The motion was approved unanimously (7-0)

4. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 5045 Tidewater Way, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-070-8) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 5045 Tidewater Way, Alpharetta, Georgia (tax parcel no.: 21 -5680-1054-070-8) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

- The motion received a second from Council Member Richard
- The motion was approved unanimously (7-0)

5. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 13049 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-088-0) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- This item was removed from the agenda.

6. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 13045 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-089-8) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 13045 Dartmore Avenue, Alpharetta, Georgia (tax parcel no.: 21 -5680-1054-089-8) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

- The motion received a second from Council Member Richard
- The motion was approved unanimously (7-0)

7. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 13037 Dartmore Avenue, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-090-6) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 13037 Dartmore Avenue, Alpharetta, Georgia (tax parcel no.: 21 -5680-1054-090-6) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

- The motion received a second from Council Member Hipes
- The motion was approved unanimously (7-0)

8. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 0 Dartmore Circle, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054 - 137-5) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment

- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 0 Dartmore Circle, Alpharetta, Georgia (tax parcel no.: 21 -5680-1054 - 137-5) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

- The motion received a second from Council Member Binder
- The motion was approved unanimously (7-0)

9. A Resolution Of The Mayor And Council Of The City Of Alpharetta, Georgia To Authorize The Use Of Eminent Domain To Acquire Certain Property Located At 13033 Dartmore Circle, Alpharetta, Georgia (Tax Parcel No.: 21 -5680-1054-091-4) For Road Project - McGinnis Ferry Road Widening From Ronald Reagan Boulevard/Union Hill Road To Hospital Parkway

- City Attorney, Michael Stacy, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Burnett offered a motion to approve a resolution of the mayor and council of the city of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 13033 Dartmore Circle, Alpharetta, Georgia (tax parcel no.: 21 -5680-1054-091-4) for road project - McGinnis Ferry Road widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (7-0)

VIII. WORKSHOPS

A. The Code of the City of Alpharetta Text Amendments - Distance Requirements and Ancillary Tasting

- Director of Community Development, Kathi Cook, came forward to present this item.
- This item is presented for workshop purposes only, no action should or will be taken for this item.
- The proposed text amendment to Section 4-17 Distance requirements is to prohibit a retail package store from being located within 2,000 feet of any other retail package store.
- The proposed text amendments to Section 4-347 Conditions of license issuance are to include craft beer, to remove the specific amount of wine or craft beer brands, to increase the total amount of samples from eight (8) ounces to sixteen (16) ounces, to permit sampling and tasting within the leased portion of the premises, and to remove the language prohibiting wine sampling and tasting on Sundays.

IX. PUBLIC COMMENT

- Maggie Goldman, 9605 Stoney Ridge Lane, Alpharetta, GA 30022, came forward to comment on starting a crisis intervention unit due to the Travis Moya incident.

X. REPORTS

- Mayor Pro Tem Mitchell announced the Milton High School 100th Anniversary event will be held on Thursday, 6:00 – 8:00 P.M. in the City Hall Community Room.
- Council Member Burnett recognized Director of Finance, Tom Harris, for his work with GDOT regarding city rights-of-way.

- Council Member Merkel reappointed Mary Ulich and Kyle Caswell to the Ethics Commission as his appointees.
- City Administrator, Bob Regus, officially welcomed Michael Stacy as our new city attorney.

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Binder offered a motion to adjourn into Executive Session
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (7-0)
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting into Executive Session at 10:19 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Erin Cobb".

Erin Cobb, City Clerk



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: September 23, 2021
TIME: 2:00 P.M.
LOCATION: <https://zoom.us/j/91484032998>

Official Minutes

The public is advised the following minutes are not a verbatim transcription of business presented at the Public Hearing of the date shown but are a synopsis of pertinent information. The public is further advised the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta Clerk's office during normal business hours.

I. CALL TO ORDER: Asst. City Attorney, Steven Jones, called the meeting to order at 2:00 P.M.

II. LICENSE APPLICATIONS:

- 1. PH-21-AB-23**
Cactus Cantina Inc.
d/b/a Cactus Cantina
3055 North Point Parkway Suite 100
Alpharetta, GA 30005

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owner: Jovito Garcia
Registered Agent: Emily Abdelrazeq

Asst. City Attorney, Steven Jones, introduced himself and the City Clerk, Erin Cobb. The owner of Cactus Cantina, Jovito Garcia, 647 Radford Circle Woodstock, GA 30188, was present. Mr. Jones explained that we are recommending approval for the City of Alpharetta alcoholic beverage license and if approved by City Council you are then required to obtain your state license. Mr. Jones further

explained that the applicant is required to comply with state law and city ordinances. The applicant stated he understood.

Public Comment: No Public Comment

Mr. Jones stated that staff is recommending approval of the alcohol license. The application will be on the consent agenda for the Monday, September 27, 2021, City Council Meeting.

**2. PH-21-AB-26 Agincourt Industries, LLC
d/b/a Maple Street Biscuit Company
50 Canton Street Suite 113
Alpharetta, GA 30009**

**Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales**

**Owner: Agincourt Industries, LLC
Registered Agent: Michael Sard**

Attorney Kevin Leff, 3789 Roswell Road Atlanta, GA 30342, was present on behalf of the applicant. Mr. Leff's client was unable to attend because the hearing was held during the busy hours of the restaurant.

Mr. Jones informed the attorney this hearing is in regards to a city alcohol license only and if approved they will still be required to obtain a State of Georgia alcohol license. Mr. Jones further explained that the applicant is required to comply with state law and city ordinances. The Mr. Leff stated he understood.

Public Comment: City Clerk, Erin Cobb, presented an email that was received on September 4, 2021, from Mr. Gus Hightower. Mrs. Cobb read the email aloud for the public record:

"Please do not approve a license to sell alcohol at Maple Street Biscuit, which is located next to the STEM school in Alpharetta. This is a breakfast cafe which opens 7 am till 2 pm.

If someone wants to drink alcohol, there are a number of bars nearby. MSB is not a cocktail breakfast bar.

MSB is a family friendly location, including students, parents, and visitors to the community. Regards, Gus Hightower"

In response to the public comment, Mr. Leff stated that Maple Street Biscuit is similar to other family friendly restaurants that also offer alcoholic beverages. They are only seeking a license to sell beer and wine which will be geared toward Sunday brunch service. He assured us that alcohol will make up a very small portion of what they serve.

City Clerk, Erin Cobb, stated that staff is recommending approval of the alcohol license. The application will be on the consent agenda for the Monday, September 27, 2021, City Council Meeting.

II. ADJOURNMENT: With no further business to discuss or items to be heard, Asst. City Attorney, Steven Jones, adjourned the meeting at 2:10 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Erin Cobb".

Erin Cobb, City Clerk



City Council Meeting & Public Hearing

STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: September 27, 2021

I. AGENDA ITEM TITLE: PH-21-AB-25 MINIMUM DISTANCE REQUIREMENT WAIVER REQUEST FOR 122 MARIETTA STREET
CONSIDERATION OF A VARIANCE FOR THE MINIMUM DISTANCE REQUIREMENTS WITH A PRIVATE RESIDENCE IN ORDER TO OBTAIN AN ALCOHOLIC BEVERAGE LICENSE.

II. RECOMMENDATION:

Staff is recommending approval of PH-21-AB-25 Minimum Distance Requirement Waiver Request for 122 Marietta Street.

III. REPORT IN BRIEF:

The applicant, Michele Sedgewick, has applied for a variance for the alcoholic beverage license minimum distance requirements at 122 Marietta Street, Alpharetta, Georgia, 30009. The concept is similar to another establishment she owns, Theo's Brother's Bakery, located in Crabapple. This location will offer a walk up counter as well as dine in service with a full service menu. In order to obtain an alcoholic beverage license from the City of Alpharetta the location has to meet the following distance requirements per City Code Section 4-17 which states:

(a) No person may sell or offer to sell alcoholic beverages:

(1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;

(2) Within 300 feet of any public library or branch thereof;

(3) Within 300 feet of the property line of any church, shrine, chapel of a mortuary or other place used exclusively for religious services, and any school grounds or college campus;

(4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes; or

(5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children.

The applicant meets all distance requirements with the exception of the distance between a private residence. The proposed location is 120 feet from a private residence, which are townhomes located on the opposite side of Marietta Street. However, City Code Section 4-17(d) allows City Council to grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption license if there exists one or more of the conditions set forth in subsection (d)(1) and all of the conditions set forth in subsection (d)(2):

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

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

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

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

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

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

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

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

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

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

Staff has reviewed the application for a variance and believe they meet at least three conditions in code section 4-17(d)(1) and all of the conditions listed in Section 4-17(d)(2), as they are in the immediate vicinity of other licensed establishments of a similar nature (Pure Taqueria & Next to Pure Event Facility aka N2P), the establishment is a contributing historical building as defined by the historic preservation ordinance, the primary entrance is not visible along the line of measurement as the entrance is in the back, and the property is zoned to allow for a use that is suitable for an alcohol license such as a restaurant. The proposal is also consistent with the Future Land Use of this area, which is mixed use (MU).

IV. ALTERNATIVES:

V. ATTACHMENTS:

PH Application for 122 Marietta Street, Location Map - 122 Marietta Street, 20-058 Base - ALCOHOL PERMIT-Layout1, Closeup - 20-058 Base - ALCOHOL PERMIT-Layout1, Appendix A - Historic Resources Inventory - Contributing Historic Buildings, Public Hearing Notice Sent by Clerks Office 122 Marietta Street, Public Hearing Notice Sent By Applicant 122 Marietta Street, 122 Marietta Street - 500 ft Mailing List, Fwd_ TBB122_Redacted, Fwd_ 122 Marietta Street - 9_27_21 City Council Meeting

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Michele Sedgwick

Telephone: 678-595-7008

Address: 2451 Commerce street

Suite: _____

City alpharetta

State: ga

Zip: 30009

Fax: _____

Mobile Tel: 6785957008

Email: michelesedgwick66@gmail.com

Subject Property Information:

Address: 122 Marietta Street

Current Zoning: Commercial

District: _____ Section: _____ Land Lot: _____ Parcel ID: _____

Proposed Zoning: Commercial

Current Use: Vacant

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☒ Variance

☒ Public Hearing

☒ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

This concept is a take off from our existing bakery in Crabapple; Theo's Brother's Bakery.

A portion of the space will feature the the same walk up counter service, offering fresh baked bread, breakfast and assorted pastries, as well as many other savory grab and go items.

A third of the space will be available to dine in with the counter service. There will also be an extensive coffee program featuring locally roasted beans, along with other specialty coffee related drinks, and freshly pressed juice and smoothies.

The remainder of the space will offer a full service menu, featuring specialty breakfast, lunch, and small plates for afternoon lounging under the 150 year oak tree in back of the restaurant. We will also offer dinner a few nights a week and host small events.



Applicant's Request (Please itemize the proposal):

To obtain a variance on the current distance restrictions regarding alcohol license permitting.

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

While the TBB beverage program will be more of a smaller, specialty/ boutique program, it is critical to have this offering to complete the dining experience.

While a portion of TBB will be dedicated to counter service and a casual coffee house/ bakery approach, the remainder will have a full service menu that requires a full service beverage program.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Michele Sedgwick

Telephone: 678-595-7008

Address: 2451 Commerce street

Suite: _____

City Alpharetta

State: ga

Zip: 30009

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

☐ Annexation

☐ Special Use

☐ Rezoning

☐ Conditional Use

☒ Variance

☐ Master Plan

☐ Land Use Application

☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: _____

Telephone: _____

Address: _____

Suite: _____

City _____

State: _____

Zip: _____

So Sworn and Attested:

Owner Signature: _____

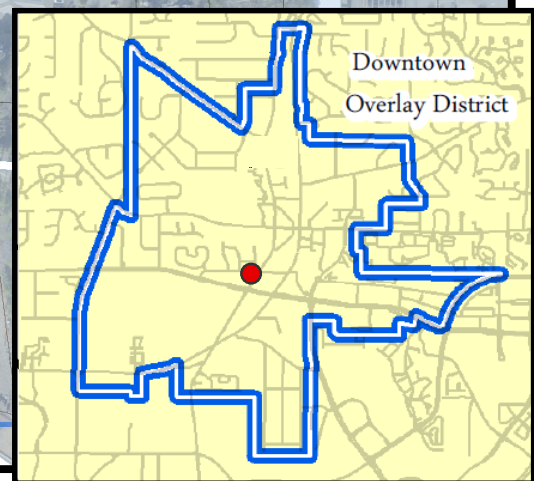
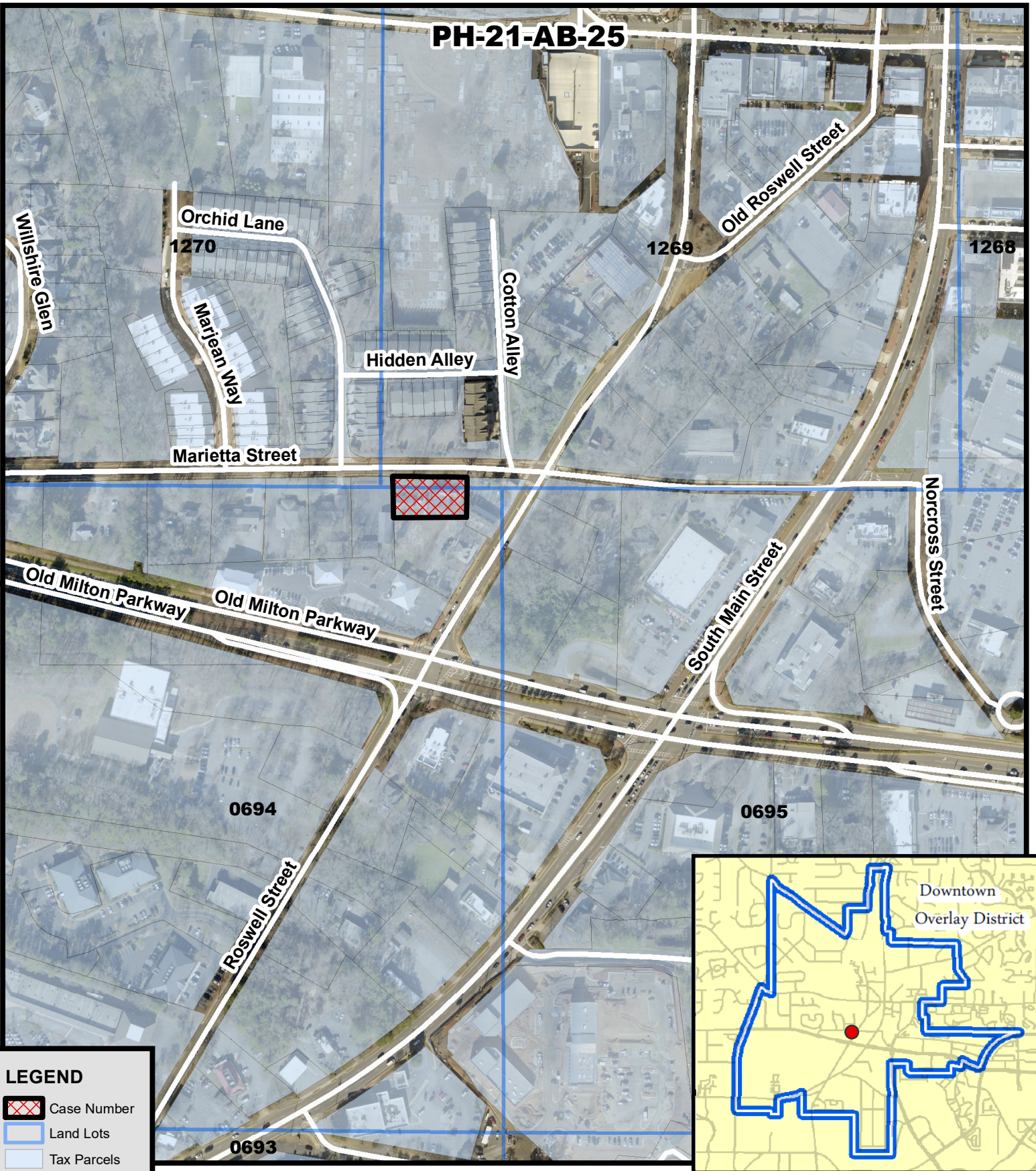
Date: _____

Notary:

Notary Signature: _____

Date: _____

PH-21-AB-25



Location Map
Minimum Distance Requirement Waiver Request
122 Marietta Street

PH-21-AB-25
D/LL: 1/2/694
2/2/1269
CC: 9/27/21

Location Map Provided by:
Community Development - GIS

Stop List : ALPHARETTA ESN - 024

Number	Stop Time	Stop Description	Distance To Stop	Bus Number	School Bell Time	Frequency
1	06:54 AM	MARIETTA ST & WILLSHIRE GLEN	0.23 mi.	4617	07:40 AM	MTWUF--
2	02:43 PM	MARIETTA ST & WILLSHIRE GLEN	0.23 mi.	4617	02:20 PM	MTWUF--

ALPHARETTA ESN - 024

☒ Attendance Boundary

☒ Closest Stops

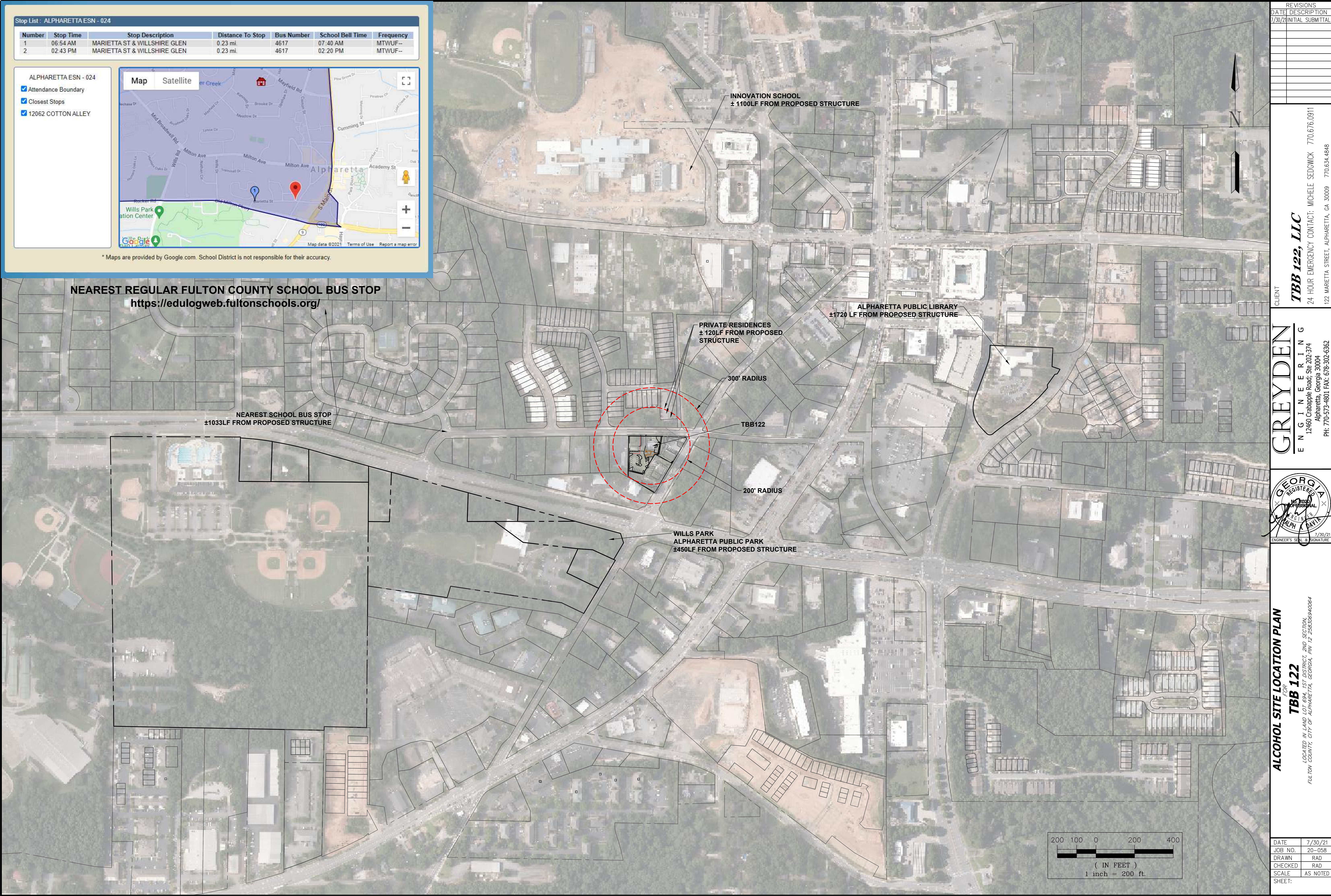
☒ 12062 COTTON ALLEY

Map

Satellite

Map data ©2021 Terms of Use Report a map error

* Maps are provided by Google.com. School District is not responsible for their accuracy.



REVISIONS

DATE	DESCRIPTION
7/30/21	INITIAL SUBMITTAL

CLIENT

TBB 122, LLC

24 HOUR EMERGENCY CONTACT: MICHELE SEDGWICK 770.676.0911

122 MARIETTA STREET, ALPHARETTA, GA 30009 770.634.4648

ENGINEERING

GREYDEN

12460 Crabapple Road, Ste 202-374

Alpharetta, Georgia 30004

PH: 770-573-4801 FAX: 678-302-6362

REGISTERED PROFESSIONAL ENGINEER

ENGINEER'S SEAL & SIGNATURE

ALCOHOL SITE LOCATION PLAN

FOR

TBB 122

LOCATED IN LAND LOT 694, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, PIN 12 298306940064

DATE	7/30/21
JOB NO.	20-058
DRAWN	RAD
CHECKED	RAD
SCALE	AS NOTED
SHEET:	

±1720 LF FROM PRO

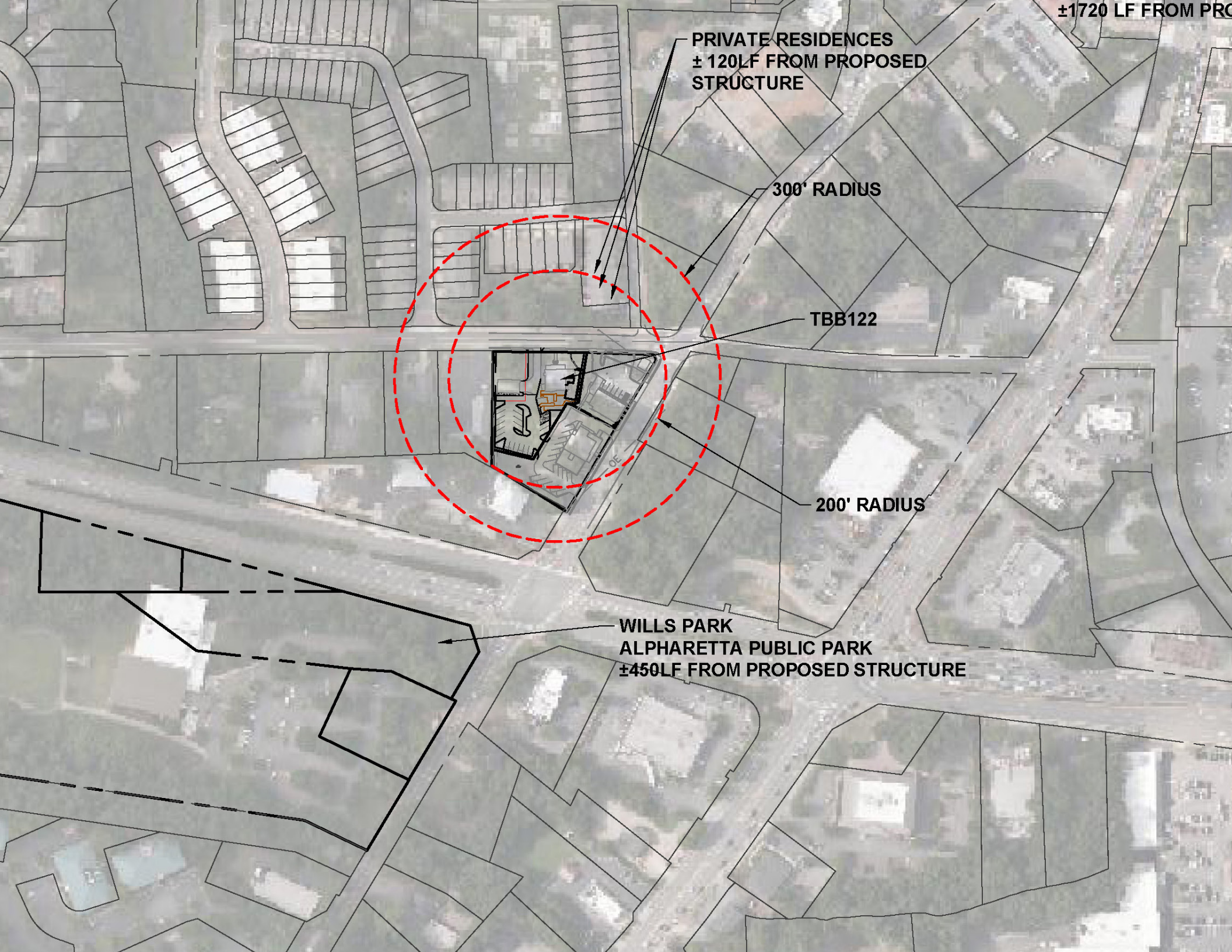
PRIVATE RESIDENCES
± 120LF FROM PROPOSED
STRUCTURE

300' RADIUS

TBB122

200' RADIUS

WILLS PARK
ALPHARETTA PUBLIC PARK
±450LF FROM PROPOSED STRUCTURE



APPENDIX A - HISTORIC RESOURCES INVENTORY—CONTRIBUTING HISTORIC BUILDINGS

Building Address

94 Academy Street	1825 Mayfield Rd.	37 Old Roswell Street
375 Brady Place	1405 Mid-Broadwell Rd.	48 Old Roswell Street
184 Canton Street	20 Milton Avenue	755 Old Rucker Rd.
193 Canton Street	22 Milton Avenue	760 Old Rucker Rd.
212 Canton Street	24 Milton Avenue	54 Roswell Street
248 Canton Street	26 Milton Avenue	61 Roswell Street
36 Church Street	28 Milton Avenue	88 Roswell Street
37 Church Street	210 Milton Avenue	103 Roswell Street
10 Cumming Street	333 Milton Avenue	119 Roswell Street

18 Cumming Street	38 North Main Street	1080 Rucker Rd.
112 Cumming Street	31 North Main Street	1670 Rucker Rd.
40 Cumming Street	69 North Main Street	1 South Main Street
130 Cumming Street	101 North Main Street	3 South Main Street
133 Cumming Street	116 North Main Street	9 South Main Street
122 Marietta Street	126 North Main Street	23 South Main Street
11475 Maxwell Rd.	134 North Main Street	25 South Main Street
1145 Mayfield Rd.	11 Old Canton Street	29 South Main Street
1750 Mayfield Rd.	1815 Old Milton Pkwy	50 South Main Street
	1835 Old Milton Pkwy	531 South Main Street



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

City of Alpharetta
City Clerk's Office

August 9, 2021

Dear Property Owner,

You are hereby notified of the following Public Hearing item:

**PH-21-AB-25 Minimum Distance Requirement Waiver Request for
122 Marietta Street**

The applicant is requesting a variance from the minimum distance required between an establishment seeking a license for on-premises consumption and sales of alcoholic beverages and private residential properties.

This Public Hearing Item will be heard by City Council on Monday, September 27, 2021, at 6:30 p.m. and will be located at Alpharetta City Hall, Council Chambers, 2 Park Plaza, Alpharetta, Georgia 30009.

For more information regarding the above Public Hearing item, please visit our website at:

[https://www.alpharetta.ga.us/government/departments/
community-development/public-hearings](https://www.alpharetta.ga.us/government/departments/community-development/public-hearings).

Respectfully,

Erin Cobb
City Clerk
ecobb@alpharetta.ga.us

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY ADMINISTRATOR
ROBERT J. REGUS

08/09/2021

Michele Sedgwick
2451 Commerce street
Alpharetta , Georgia

RE: TBB 122 PH-21-AB-25

Dear Neighbor,

My name is Michele Sedgwick and I am so excited to be bringing you an amazing new full service version (and then some) of our artisan Bakery, Theo's Brother's, in Crabapple.

TBB 122 will offer the same delicious pastries and savory items along with a specialty coffee program, fresh pressed juices and smoothies; all available for counter service or dine in, as well as a full service daily breakfast and lunch menu. We will also feature dinner service a few nights weekly, special chef dinners, and intimate private events.

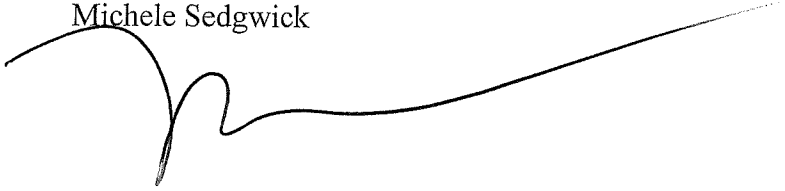
Please allow this letter to serve as public notice for a variance at 122 Marietta. I am seeking a variance for the minimum distance requirements for a private residence in order to obtain an alcoholic beverage license.

This item will be considered by the Alpharetta City Council on Monday, [September 27th at 6:30 PM. The meeting(s) will be held in the Council Chambers at Alpharetta 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 msedgwick@purefranchising.com or (678) 595-7008

Sincerely,

Michele Sedgwick



172 MARIETTA ST LLC 172 MARIETTA ST ALPHARETTA GA 30009-1534	ALPHARETTA BEACH HOUSE LLC 131 ROSWELL ST # B201 ALPHARETTA GA 30009	ARMISTEAD PROPERTY GROUP LLC 3765 BOZEMAN LAKE RD NW KENNESAW GA 30144
ARTHUR I ABBEY & BARBARA L LIVING TRUST THE 260 MARJEAN WAY ALPHARETTA GA 30009	BAILEY DIANE C 12084 COTTON ALY ALPHARETTA GA 30009	BALSANO DEBORAH 12028 ORCHID LANE ALPHARETTA GA 30009
BERG JOHANN 4951 MARK JOHN WAY CUMMING GA 30040	BERGGREN CATHERINE C 2015 HIDDEN ALY ALPHARETTA GA 30009	BLEAKLEY CRAIG & CATHERINE 508 OSCEOLA RD ROSWELL GA 33756
BROWN MICHAEL & RITA K 205 N ESPLANADE ALPHARETTA GA 30009	BRUGNOLI ANDREW & CATHERINE A 12012 ORCHID LANE ALPHARETTA GA 30009	BUONOCORE JENNIFER 12005 ORCHID LANE ALPHARETTA GA 30009
BUR ROG INC PO BOX 642 ALPHARETTA GA 30009	CALAVAN MATTHEW C & CALAVAN KATHERINE L 205 MARJEAN WAY ALPHARETTA GA 30009	CANOPY MAIN STREET INC 300 WILMOT DEERFIELD IL 60015
CEMETERY 3693 STEWART ROAD ATLANTA GA 30340	CIACCIA LOUIS & MARYANNE 12009 ORCHID LANE ALPHARETTA GA 30009	COLLINS MARINE GROUP THE 725 COOPER SANDY CV MILTON GA 30004
COTTON ALLEY LLC 11785 NORTHFALL LANE SUITE 510 ALPHARETTA GA 30009	DAWSON JERRY W & GRACE 738 MUSTANG DR HARTWELL GA 30643	DELSON STORES INC 3270 COCHISE DR ATLANTA GA 30339
DEMETRIOU CLINTON A & DEMETRIOU JOY D 12024 ORCHID LANE ALPHARETTA GA 30009	DETHON TRACI L 2011 HIDDEN ALY ALPHARETTA GA 30009	DUANE JAMES G & EDITH E 12460 CRABAPPLE RD SUITE 202 #317 ALPHARETTA GA 30004
EDGE JULIAN D III 2008 HIDDEN ALY ALPHARETTA GA 30009	FOWLER SAMUEL WREN 12004 ORCHID LN ALPHARETTA GA 30009	FOX LYDIA 12022 ORCHID LN ALPHARETTA GA 30004
FRIEL TODD & FRIEL SUSAN 12021 ORCHID LANE ALPHARETTA GA 30009	GAMBLE O NEILL CINDY 250 MARJEAN WAY ALPHARETTA GA 30009	GEER WALTER I III 210 MARJEAN WAY ALPHARETTA GA 30009

GOOD MICHAEL & ZARRINA 225 MARJEAN WAY ALPHARETTA GA 30009	GRANGER STUART A 2006 HIDDEN ALY ALPHARETTA GA 30009	HAIGLER CAPITAL LLC 2005 OLD MILTON PKWY ALPHARETTA GA 30009
HELLRIEGEL JOHN EDWARD & JUDITH TOWER 26 PEACHTREE CIR # 3 ATLANTA GA 30309	HERZ MARCIA 12086 COTTON ALY ALPHARETTA GA 30009	HICKS MARJORIE LYNNE 12007 ORCHID LN ALPHARETTA GA 30004
HINTON MICHAEL E 2007 HIDDEN ALY ALPHARETTA GA 30009	HOLMES LAUREN L & MARK J 13900 HAGOOD RD ALPHARETTA GA 30004	JACK & KATHLEEN NUGENT REVOCABLE TR THE 12082 COTTON ALY ALPHARETTA GA 30009
JONES WILLIAM W & JONES DEBORAH J 2016 HIDDEN ALY ALPHARETTA GA 30009	KOVALEV ANDREY & KAVALLIOVA MARYIA 12003 ORCHID LANE ALPHARETTA GA 30009	KRITEMAN LEWIS S & LAURA H 280 MARJEAN WAY ALPHARETTA GA 30009
LETCHAS ARTHUR ET AL 240 MARJEAN WAY ALPHARETTA GA 30009	LINCH KEITH E & JOHNSON TONYA G 270 MARJEAN WAY ALPHARETTA GA 30009	MINER JONATHAN S 12032 ORCHID LN ALPHARETTA GA 30009
MINICHELLO DONALD & MARILYN 2012 HIDDEN ALLEY ALPHARETTA GA 30004	MOHAMED M YUSUF M & KHEDR SHEREEN M 4649 PERSIMMON DR DUBLIN CA 94568-7646	MOORE WILLIAM & DEBORA A 220 MARJEAN WAY ALPHARETTA GA 30009
PARK PLAZA PARTNERS LLC 15144 TAYLOR RD ALPHARETTA GA 30004	PAUL DAVID A & AMY L 12020 ORCHID LN ALPHARETTA GA 30009-7989	PRANA VIDA LLC 12023 ORCHID LANE ALPHARETTA GA 30009
PRINCE FRANKLIN D & PRINCE VIRGINIA C 12088 COTTON ALY ALPHARETTA GA 30009	PURE TAQUERIA LLC 103 ROSWELL ST ALPHARETTA GA 30009	RATTARY DEBRA ANN 12002 ORCHID LANE ALPHARETTA GA 30009
REINHARDT MICHAEL 12026 ORCHID LANE ALPHARETTA GA 30009	RUDD NICOLE M 2013 HIDDEN ALY ALPHARETTA GA 30009	SANDER ANN P 12008 ORCHID LN ALPHARETTA GA 30009
SEDG INVESTMENTS LLC 13050 BETHANY RD ALPHARETTA GA 30009	SPIEGEL AMY SUE 235 MARJEAN WAY ALPHARETTA GA 30009	SUTTON TIMOTHY E & MARY L 12094 COTTON ALY ALPHARETTA GA 30009-7983

TANG DARIN & TERI
245 MARJEAN WAY
ALPHARETTA GA 30009

TAPP THOMAS C TAPP NADIA B
12011 ORCHID LN
ALPHARETTA GA 30009

TAYLOR TRACE S & TAYLOR FRANCENE H
2017 HIDDEN ALY
ALPHARETTA GA 30009

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

VANSANT ROBERT SCOTT & STACEY O
215 MARJEAN WAY
ALPHARETTA GA 30009

VICTORIA SQUARE TOWNHOME ASSOCIATION
INC
P.O. BOX 2458
ALPHARETTA GA 30023-2458

VICTORIA SQUARE TOWNHOME ASSOCIATION INC
7380 MCGINNIS FERRY RD SUITE 200
SUWANEE GA 30024

VIRGINIA N BURGESS REVOCABLE LIVING TRUST THE
152 MARIETTA ST
ALPHARETTA GA 30004-1922

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

WATSON DAVID E & HAMLIN MARK S
12025 ORCHID LN
ALPHARETTA GA 30004

WINDSONG TOWNHOME COMMUNITY
ASSOCIATION INC
1418 DRESDEN DR SUITE 200
ATLANTA GA 30319

WOODY JOSEPH F & WOODY DESIREE L
230 MARJEAN WAY
ALPHARETTA GA 30009

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

From: [Michele Sedgwick](#)
To: [Cobb, Erin](#)
Subject: Fwd: TBB122
Date: Wednesday, September 1, 2021 3:15:19 PM

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Erin,

This is all I have received so far; of course beyond Pure taqueria and N2p being very excited and supportive!

:)

Thanks much ,

Begin forwarded message:

From: "J.D. Edge III" <[REDACTED]>
Subject: TBB122
Date: August 18, 2021 at 9:22:01 AM EDT
To: msedgwick@purefranchising.com

Hey Michele,

Dexter Edge here. I'm the president of the HOA at Victoria Square across Marietta Street from you. We're excited about your new venture. Please let us know what we can do to support you and your variance request.

Sincerely,

Dexter Edge

[REDACTED] (voice or text)

From: [Cook, Kathi](#)
To: [Cobb, Erin](#)
Subject: Fwd: 122 Marietta Street - 9/27/21 City Council Meeting
Date: Thursday, September 9, 2021 12:16:56 PM

Sent from my iPhone

Begin forwarded message:

From: Jack Nugent [REDACTED] >
Date: September 9, 2021 at 12:10:49 PM EDT
To: "Merkel, Dan" <dmerkel@alpharetta.ga.us>, "Mitchell, Donald" <dmitchell@alpharetta.ga.us>, "Binder, Jason" <jbinder@alpharetta.ga.us>, "Gilvin, Jim" <jgilvin@alpharetta.ga.us>, "Hipes, John" <jhipes@alpharetta.ga.us>, "Richard, Karen" <krichard@alpharetta.ga.us>, "Burnett, Ben" <bburnett@alpharetta.ga.us>
Cc: "Cook, Kathi" <Kcook@alpharetta.ga.us>, "Drinkard, James" <jdrinkard@alpharetta.ga.us>
Subject: 122 Marietta Street - 9/27/21 City Council Meeting

CAUTION: This email originated from outside the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon!

It does not appear I will be able to attend the City Council meeting on the 27th when you will be addressing the distance restrictions for alcohol licensing for 122 Marietta for the Theo Brother's Bakery Concept. I am writing this as a resident of 12082 Cotton Alley in Victoria Square - one of the parties required to have been notified for this variance request.

I am for granting this request. Our house is as close to Sedgwick's current Pure Restaurant as it will be to Theo Brothers. We are actually a bit closer to Made. Those two Sedgwick operations, both serving alcohol, have been great, responsible neighbors. I would expect the same of any new Sedgwick related entity.

Jack Nugent
12082 Cotton Alley
Alpharetta, GA 30009



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: Z-21-08/CU-21-11 MAYFAIR ON MAIN/217 SOUTH MAIN STREET

CITY COUNCIL:

SEPTEMBER 27, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval subject to 21 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting certain changes requested by the applicant (**Planning Commission changes shown in RED**). Vote 5-1

II. RECOMMENDATION:

Approve Z-21-08/CU-21-11 MAYFAIR ON MAIN/217 SOUTH MAIN STREET, subject to the following conditions:

1. Approximately 1.82 acres shall be zoned DT-MU and developed substantially similar to site plan prepared by Paradigm, dated 6/29/2021, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Architecture and materials shall be developed substantially similar to the submitted renderings, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. All townhomes shall have 4-sided architecture, materials and details. Buildings fronting South Main Street and Roswell Street shall be primarily brick with cast stone or limestone base.
3. Density shall not exceed 13.2 dwelling units per acre (**or 24 units as outlined in submitted site plan**).
4. Building height shall be limited to no more than 3 stories with rooftop deck, as depicted in the submitted renderings.
5. Lots shall have a front yard defined by a courtyard, as depicted in the submitted renderings, with final approval by Staff. **Courtyards can be installed into the landscape strip as needed. Sizing and pervious/impervious ratio to be coordinated with City Staff.**
6. Developer shall dedicate 10' of right-of-way along Roswell Street and shall improve the streetscape as follows: minimum ~~6'~~ **4'** planter planted with street trees, 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.
7. Developer shall extend Roswell Street sidewalk to the south to tie into the new intersection at Devore Road and Roswell Street. Off-site improvements shall be eligible for road impact fee credits. **Budget not to exceed maximum potential fee credits. Should cost for final scope exceed the potential impact fee credits, City shall directly reimburse Developer the amount of the overage.**
8. New internal street shall meet the Downtown Overlay Local Street Residential streetscape standards (**minimum 40' between building walls inclusive of ROW and building setbacks as depicted in the attached site plan**).
9. Interparcel access shall be required to the north, as approved by Staff.
10. Landscape strips along South Main Street and Roswell Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff. **See item 5 above related to courtyard/landscape strip combination.**
11. Project entrance shall include a decorative paver apron, landscaping and low wall.

12. Amenity areas shall be developed with a park-like setting with decorative landscape, hardscape, low walls and seating. Landscape shall include plant selections promoting the historic Downtown.
13. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
14. Developer shall save hardwood tree grouping directly north of central amenity area and shall make reasonable efforts to save additional trees of quality and/or tree groupings, as approved by Staff.
15. 5' landscape strips along the north and south property lines shall be planted with evergreens.
16. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
17. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
18. Stormwater management facilities shall be provided on an independent lot and shall not impede access to homes, with final approval by Staff.
19. Garbage pickup shall be from within the development.
20. Impact fee credits ~~may~~ shall be given for off-site work on remnant right-of-way to improve with landscape and/or hardscape, as approved by Staff. Budget not to exceed maximum potential fee credits. Should cost for final scope exceed the potential impact fee credits, City shall directly reimburse Developer the amount of the overage.
21. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

III. REPORT IN BRIEF:

The applicant, MF 217 Main, LLC, is requesting a rezoning and conditional use to allow for the construction of 24 'For-Sale' townhomes on 1.82 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-MU (Downtown Mixed-Use) and a conditional use is requested to increase the residential density from ten (10) dwelling units per acre to 13.2 dwelling units per acre. The subject property is located at 217 South Main Street at the northwest corner of the new intersection at South Main Street and Devore Road.

DISCUSSION

The submitted request, if approved, would allow for the construction of 24 'For-Sale' townhomes on 1.82 acres in the Downtown. The applicant proposes a rezoning from C-2 to DT-MU and a conditional use to increase the residential density above ten (10) dwelling units per acre. The proposed residential density is 13.2 dwelling units per acre. The subject property is located at 217 South Main Street at the northwest corner of the new intersection at South Main Street and Devore Road.

The properties were previously developed and used for a strip shopping center and a dance school. Surrounding properties are zoned C-2 to the north, west and south and DT-MU to the east. Dairy Queen and a professional office are located to the north, The Maxwell mixed-use development is located to the east, the new Devore Road right-of-way will be located to the south and two (2) flex office buildings are located to the west. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed townhomes.

The Downtown Master Plan 5-Year market demand study reflects a demand potential of 185 – 210 townhome units. The demand analysis is intended to be a measure of market viability, not a prediction or recommendation for Downtown development. As shown in the table below, 300 townhomes have been approved in the Downtown in the six (6) years since the adoption of the 2015 Downtown Master Plan update. The applicant's proposed density of 13.2 dwelling units per acre exceeds the densities approved in the Downtown since the approval of the Downtown Master Plan. However, Alpharetta Lofts has a density of 28.8 dwelling units per acre and Teasley

Place has a density of sixteen (16) dwelling units per acre. Also, The Maxwell was initially approved in January 2017 to allow a density of up to 16.03 dwelling units per acre.

Downtown Overlay – Residential Approvals since the 2015 Downtown Master Plan Update

Development Name	Type	Acres	Density
Hudson Park	16 SFD	2.41 acres	6.64 du/ac
The 1858	11 SFD	1.68 acres	6.55 du/ac
AlphaDev	11 SFD, 6 TH	2.21 acres	7.7 du/ac
Alcove Place	10 SFD	1.23 acres	8.1 du/ac
City Center/Voysey	42 SFD, 168 For-Rent	25 acres	8.0 du/ac
Midwick	17 SFD, 23 TH	5.85 acres	6.8 du/ac
Old Milton Holdings (Foundry)	25 SFD, 137 TH	23.89 acres	6.8 du/ac
Thompson Street Flats (Kairos)	24 Condo (High)	2.39 acres	10.0 du/ac
Burnett Circle (Ouray)	43 TH	5.72 acres	7.5 du/ac
Weyhill	9 SFD	3.1 acres	2.9 du/ac
Teasley Place	24 Condo (High)	1.5 acres	16 du/ac
East of Main	60 SFD, 42 TH	13.87 acres	7.35 du/ac
Twelve on Canton	12 SFD	5.46 acres	2.2 du/ac
The Maxwell	58 SFD, 80 Condo (Mid)	12.91 acres	10.7 du/ac
Rowes Downtown	22 SFD	3.26 acres	6.75 du/ac
Chelsea Walk	49 TH	7.04 acres	7.0 du/ac
Manning on the Square	58 SFD	11.7 acres	4.96 du/ac
Villa Magnolia	26 SFD	3.53 acres	7.37 du/ac

Downtown Overlay – Number of Approved Residential Units by Type

Residential Type	Number Approved
Single-Family Detached	377 units
Townhome	300 units
Condominium (Mid-Entry)	80 units
Condominium (High-End)	48 units
For-Rent	168 units
TOTAL	973 units (83% For-Sale/17% For-Rent)

SITE PLAN ANALYSIS

The submitted site plan depicts 24, three (3) story 'For-Sale' townhomes in seven (7) buildings. Access to the development is from Roswell Street by way of a new private street providing access to several private alleys. A ten-foot (10') setback is provided along Roswell Street and a setback of approximately fifteen-feet (15') is provided along South Main Street. A ten-foot (10') sidewalk is depicted along South Main Street and a five-foot (5') sidewalk is depicted on Roswell Street. Minimum building setbacks are consistent with the DT-MU development standards.

Each townhome will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Seven (7) guest parking spaces are centrally located within the development. The Downtown Code requires 60 parking spaces for the proposed subdivision (2.5 parking spaces/unit), of which 103 parking spaces are provided on the site plan.

The site plan depicts 24,100 square feet, or 30% amenity space within the proposed development, which includes a central amenity area near the guest parking area. The DT-MU district requires a minimum 10% amenity space. However, the applicant is requesting a

conditional use to increase density above the maximum ten (10) dwelling units per acre, which requires open space to be increased proportionally to the increase in density. Therefore, a minimum 13.2% amenity space is required for the proposed development. If approved, amenity areas should include improvements associated with gathering and seating areas.

There are seven (7) specimen trees on the subject property, consisting primarily of Hardwoods. The site plan does not depict any tree saves. If approved, it is recommended that the grouping of hardwoods just north of the central amenity area be saved. Additional tree groupings and trees of quality should be saved along the north and south property lines.

A site plan note indicates that stormwater management would be provided underground within the amenity area and guest parking area.

RENDERINGS

According to the City's Downtown Consultant, the townhomes are proposed to be designed in the Neoclassical architectural style, which is approved for use in the Downtown. Façade materials appear to combine rusticated limestone or cast stone, brick and gable siding detail. Each unit is depicted to have a covered entry with columns and a chimney. The submitted renderings depict the townhomes to be three (3) stories, with a rooftop deck located within the gable of the roof. The Downtown Consultant reviewed the renderings and had the following comments:

- Base material should be cast stone or limestone.
- No glass railings on rooftop deck. Use traditional guardrail detail.
- Window surround at 3rd floor should match the window surround shown at 2nd floor.
- Use correct brick mould detail with correct masonry jack arch detail.
- For courtyards, use masonry piers at corners with inset masonry walls between.
- At front entry, provide engaged partial column or pilaster.
- Use proper entablature detailing, scale, and proportion. Locate column properly so that column shafts align with face of frieze above. Use proper Classical column design.
- Renderings do not depict the rear elevation. 4-sided architecture, materials and details is recommended.

TRAFFIC

The applicant provided a trip generation report, which estimates that the proposed 24-lot single-family detached subdivision would generate 18 AM Peak Hour trips and 24 PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 24 Townhomes

School	Single Family Average #
Manning Oaks Elementary School	0 to 5 students
Northwestern Middle School	0 to 1 students
Milton High School	0 to 8 students
TOTAL	0 to 14 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 14 school age children. Numbers provided by Fulton County Schools show that Manning Oaks Elementary School and Northwestern Middle School are approaching maximum capacity and Milton High School is over capacity.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The requested zoning, DT-MU, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use'. While surrounding properties are developed with commercial uses, the area is envisioned to redevelop into a mixed-use environment with mixed-use and single use developments.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties. While surrounding properties are developed with commercial uses, the area is envisioned to redevelop into a mixed-use environment with mixed-use and single use developments.

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

Response: The applicant's proposal should not have significant impacts on the natural environment if tree saves are required on the property.

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

Response: The properties are zoned C-2, which allows auto-oriented uses that are inconsistent with the vision for the area to become a mixed-use, walkable environment. The requested zoning, DT-MU, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use'. While surrounding properties are developed with commercial uses, the area is envisioned to redevelop into a mixed-use environment with mixed-use and single use developments.

- 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 zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning to allow a residential development would increase demand on schools and parks.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts. The requested zoning, DT-MU, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use'.

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 request should not negatively impact public health, safety or welfare. The proposed zoning is consistent with the future land use designation of the property.

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

Response: The properties are zoned C-2, which allows auto-oriented uses that are inconsistent with the vision for the area to become a mixed-use, walkable environment. The requested zoning, DT-MU, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use'. While surrounding properties are developed with commercial uses, the area is envisioned to redevelop into a mixed-use environment with mixed-use and single use developments.

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 'Mixed Use', which allows the proposed DT-MU zoning and townhome use.

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: Access to the property is from Roswell Street, which contributes to the creation of walkable environment by limiting the number of curb cuts and placing the curb cut on the lower classification street.

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 DT-MU zoning district allows densities up to ten (10) dwelling units per acre, of which the 1.82-acre site would potentially yield eighteen (18) dwelling units based on the maximum density. The applicant requests a conditional use to increase the density to 13.2 dwelling units per acre, which represents a net increase of six (6) dwelling units. The applicant has provided the proportional increase in open space based on the increased density.

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 applicant's request to increase density to 13.2 dwelling units per acre exceeds the maximum density approved on South Main Street. However, Alpharetta Lofts has a density of 28.8 dwelling units per acre and Teasley Place has a density of sixteen (16) dwelling units per acre. Also, The Maxwell was initially approved in January 2017 to allow a density of up to 16.03 dwelling units per acre.

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 applicant's request to increase density to 13.2 dwelling units per acre exceeds the maximum density approved on South Main Street. However, Alpharetta Lofts has a density of 28.8 dwelling units per acre and Teasley Place has a density of sixteen (16) dwelling units per acre. Also, The Maxwell was initially approved in January 2017 to allow a density of up to 16.03 dwelling units per acre.

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: Not applicable.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that the request for rezoning and conditional use do not conflict with the established review criteria. The zoning proposal is consistent with the vision of the Downtown Master Plan and comprehensive land use plan designation of the property. If approved, the site layout should be revised to meet the Downtown Overlay streetscape requirements along Roswell Street and the new internal street, as well as to identify tree saves.

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 no comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on August 11, 2021. There were no public comments.

IV. ATTACHMENTS:

- Site Plan
- Renderings



**Aerial Map
Mayfair on Main
217 South Main Street**

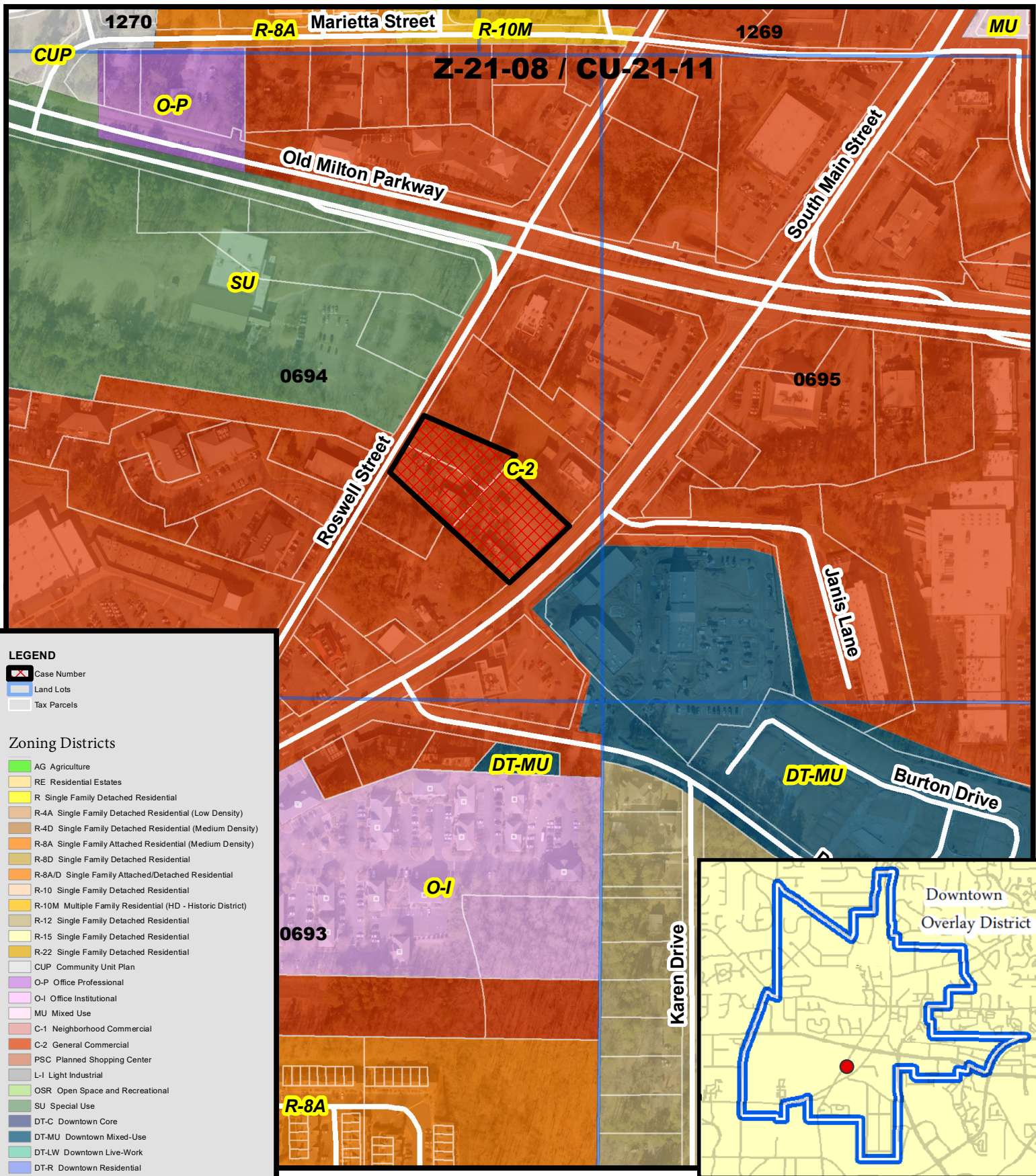
Z-21-08 / CU-21-11

D/LL: 1/2/694

PC: 9/2/21

CC: 9/27/21

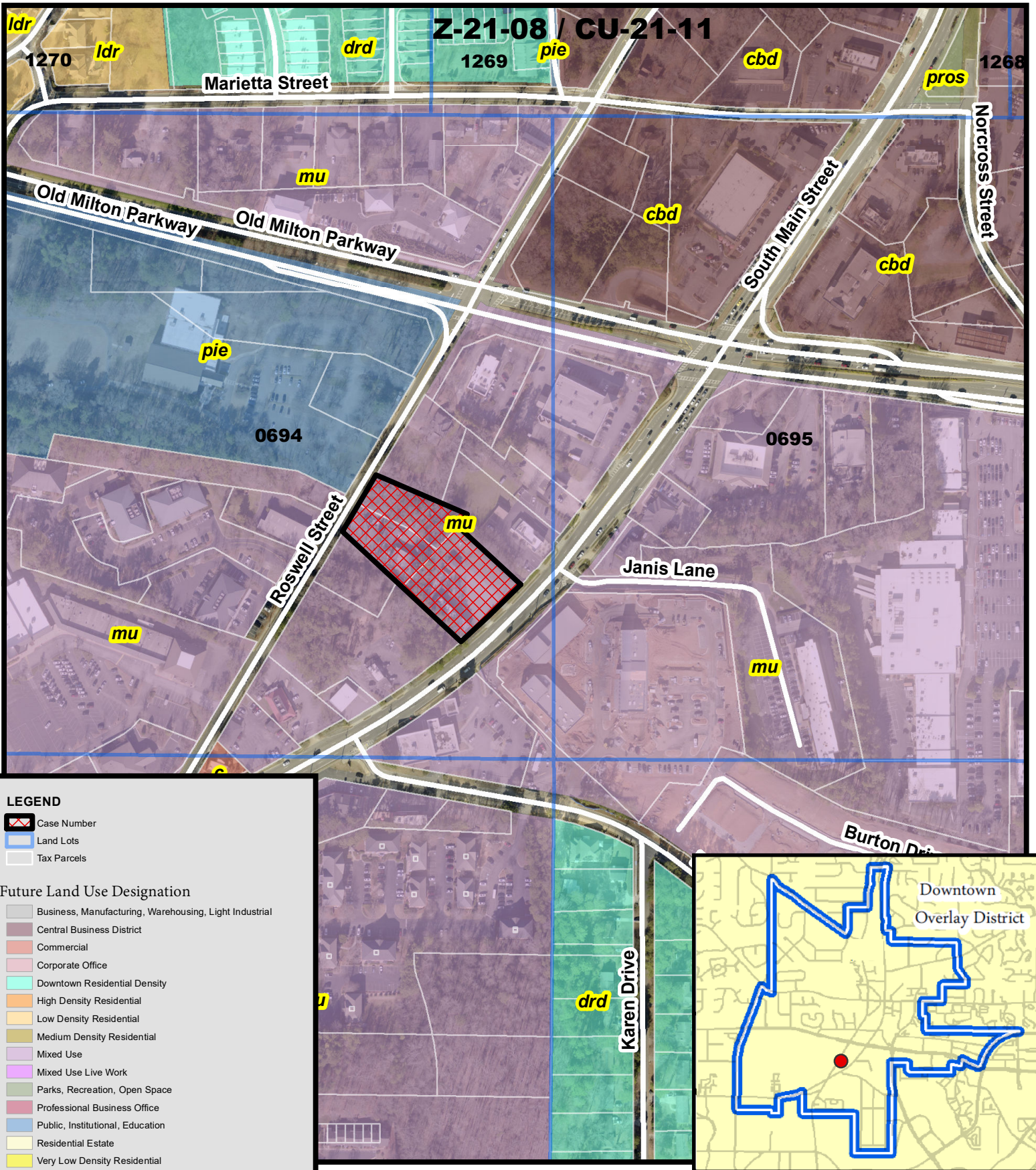
**Location Map Provided by:
Community Development - GIS**



Zoning Map
Mayfair on Main
217 South Main Street

Z-21-08 / CU-21-11
D/LL: 1/2/694
PC: 9/2/21
CC: 9/27/21

Location Map Provided by:
Community Development - GIS



Future Land Use
Mayfair on Main
217 South Main Street

Z-21-08 / CU -21-11
D/LL: 1/2/694
PC: 9/2/21
CC: 9/27/21

Location Map Provided by:
Community Development - GIS

Z-21-08 / CU-21-11

1270

Marietta Street

1269

1268

Norcross Street

Old Milton Parkway

Old Milton Parkway

South Main Street

0694

0695

Roswell Street

Janis Lane

Burton Drive

Karen Drive

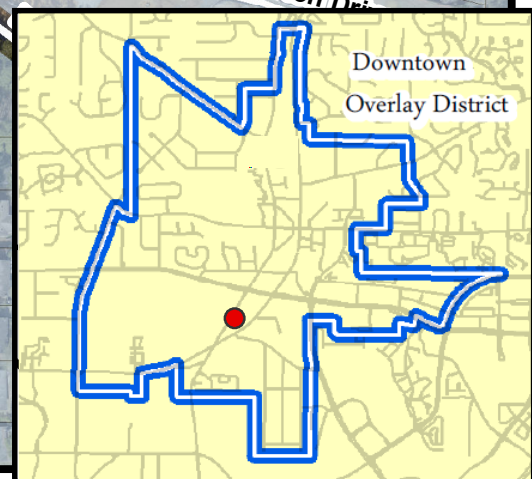
0693

Maxwell Road

gton Court

LEGEND

-  Case Number
-  Land Lots
-  Tax Parcels



Z-21-08/CU-21-11

D/LL: 1/2/694

PC: 9/2/21

CC: 9/27/21



**Location Map
Mayfair on Main
217 South Main Street**

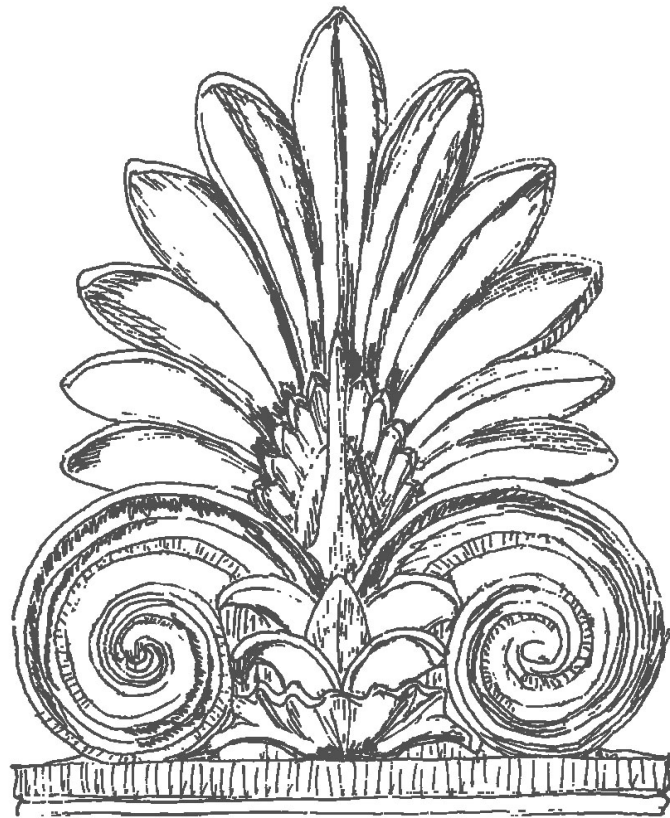
**Location Map Provided by:
Community Development - GIS**











217 SOUTH MAIN

Alpharetta, GA

August 18, 2021

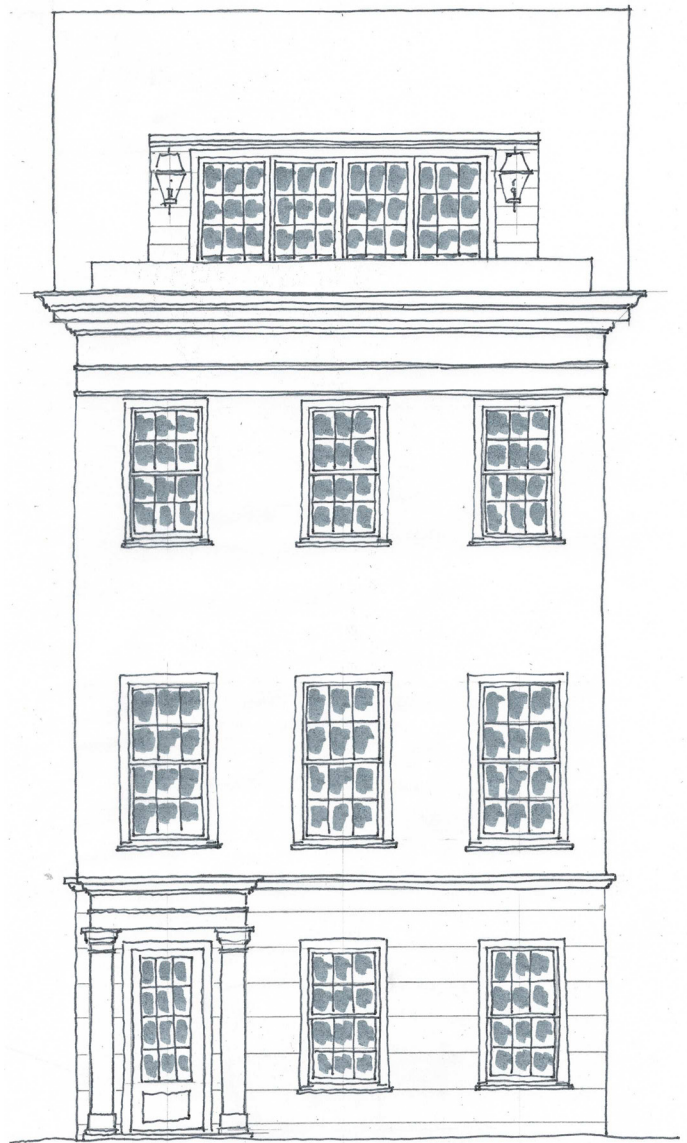


FRONT ELEVATION
1/8" = 1'-0"

217 SOUTH MAIN
Alpharetta, GA
August 18, 2021



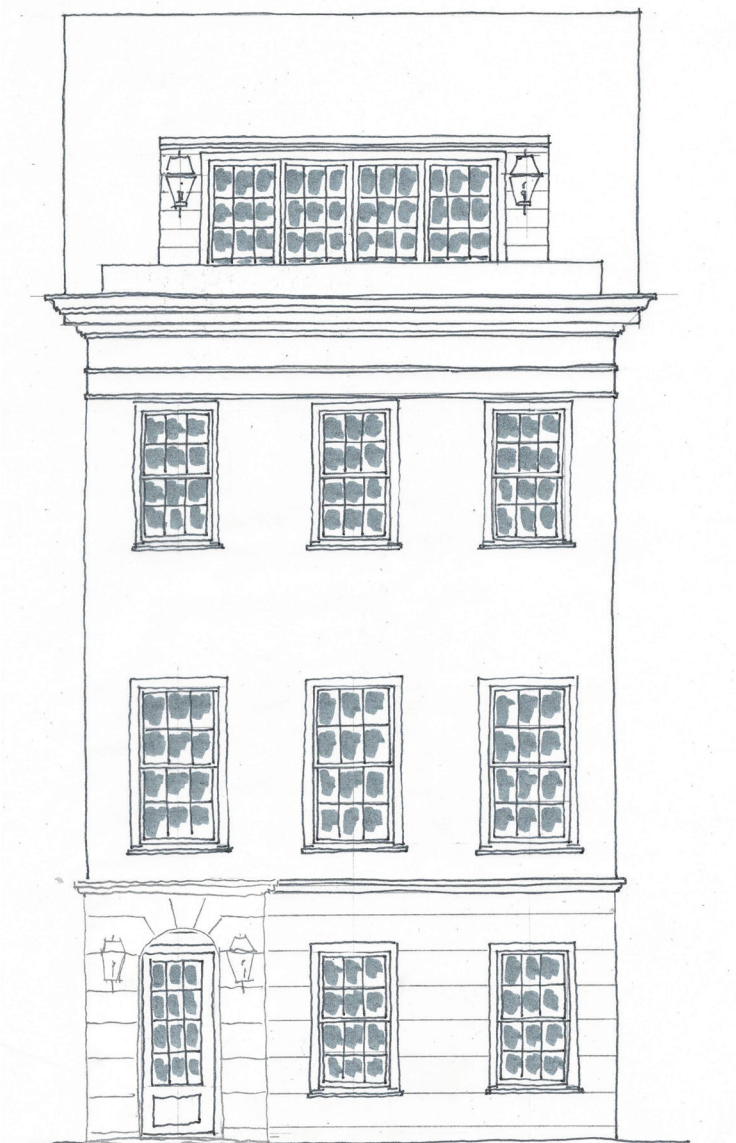
A
CLASSICAL
STUDIO
ARCHITECTS | DESIGNERS



SIDE ELEVATION A
1/8" = 1'-0"



SIDE ELEVATION A
ENTRY WALL & GARDEN
1/8" = 1'-0"



SIDE ELEVATION B
ALTERNATE ENTRANCE
1/8" = 1'-0"



SIDE ELEVATION C
ALTERNATE ENTRANCE
1/8" = 1'-0"

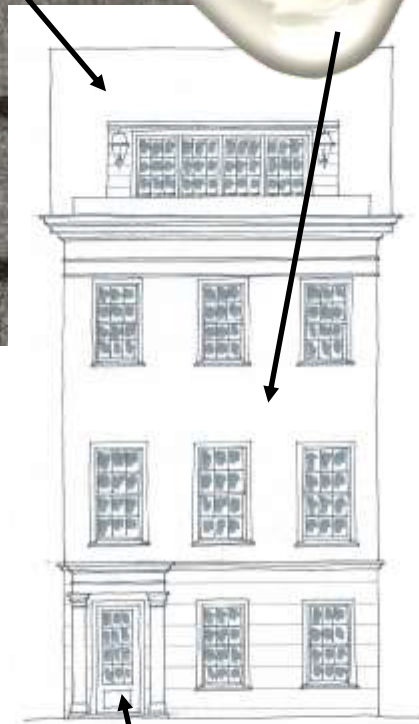
217 SOUTH MAIN
Alpharetta, GA
August 18, 2021



217 South Main

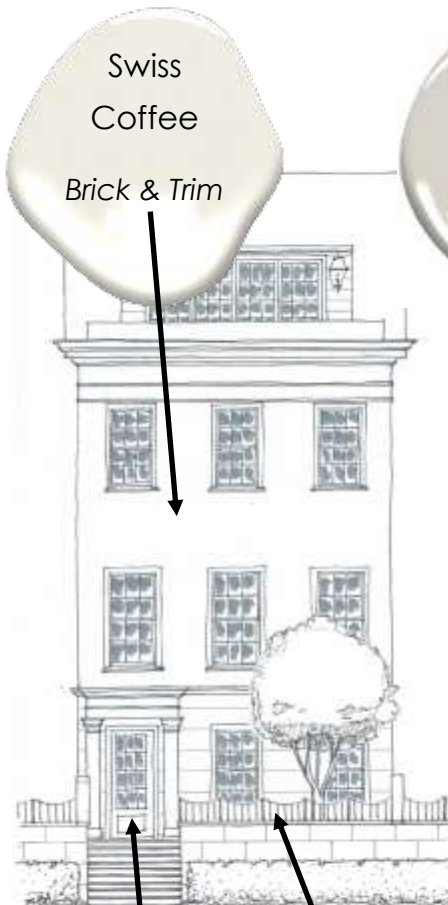


Composite Shingle Roof
Georgetown Gray



Revere Pewter
Brick & Trim

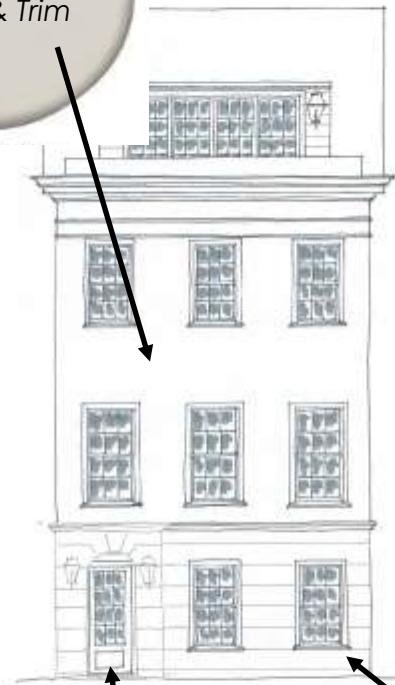
Arctic Gray
Front Door



Swiss Coffee
Brick & Trim

Fencing in front, Glossy Black

Silken Blue
Front Door



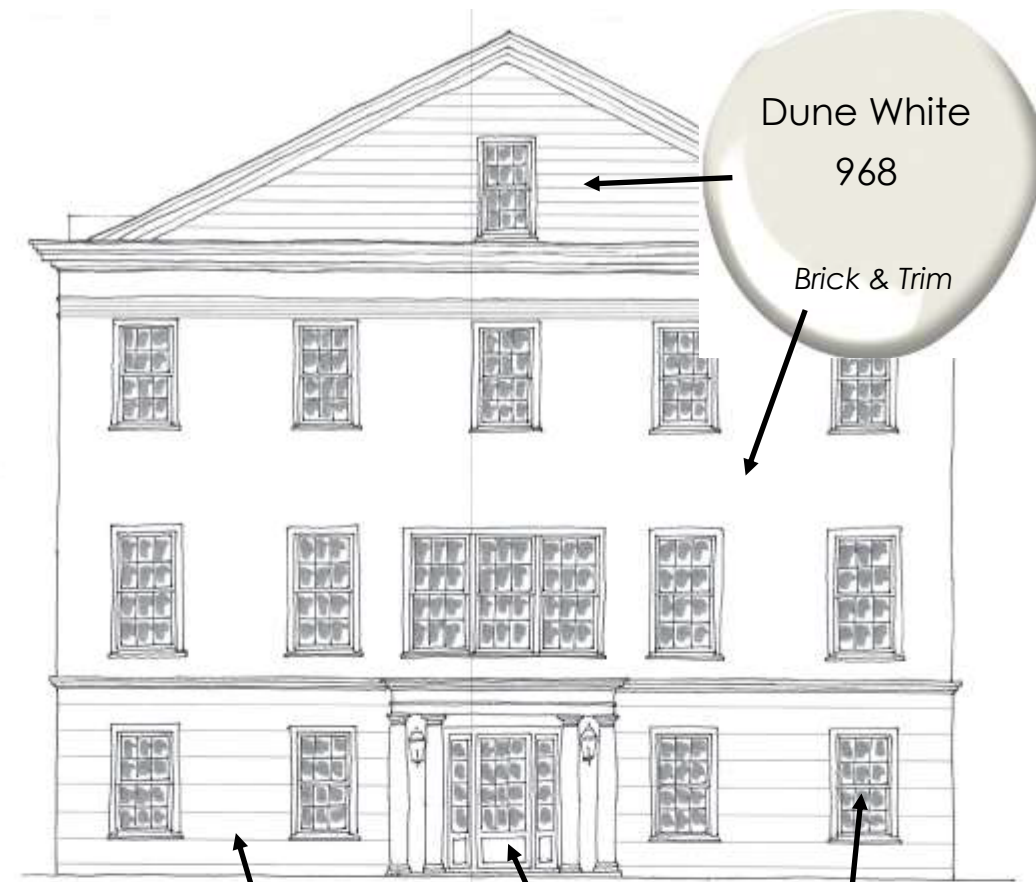
Balboa Mist
Brick & Trim

Front Door

Tranquility



All Cast Stone, Bottom Levels



Dune White
968

Brick & Trim

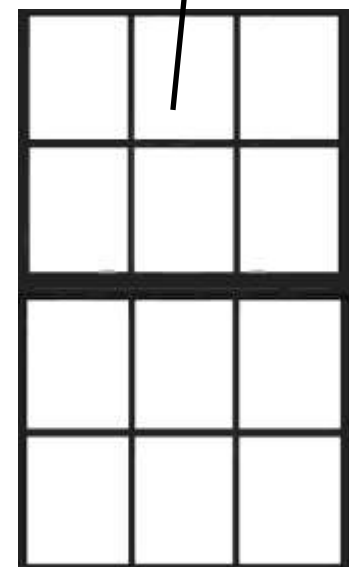
French Toile

Front Door



Privacy Fencing

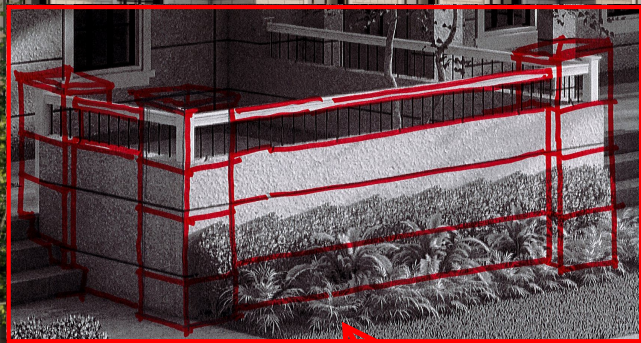
Puritan Gray



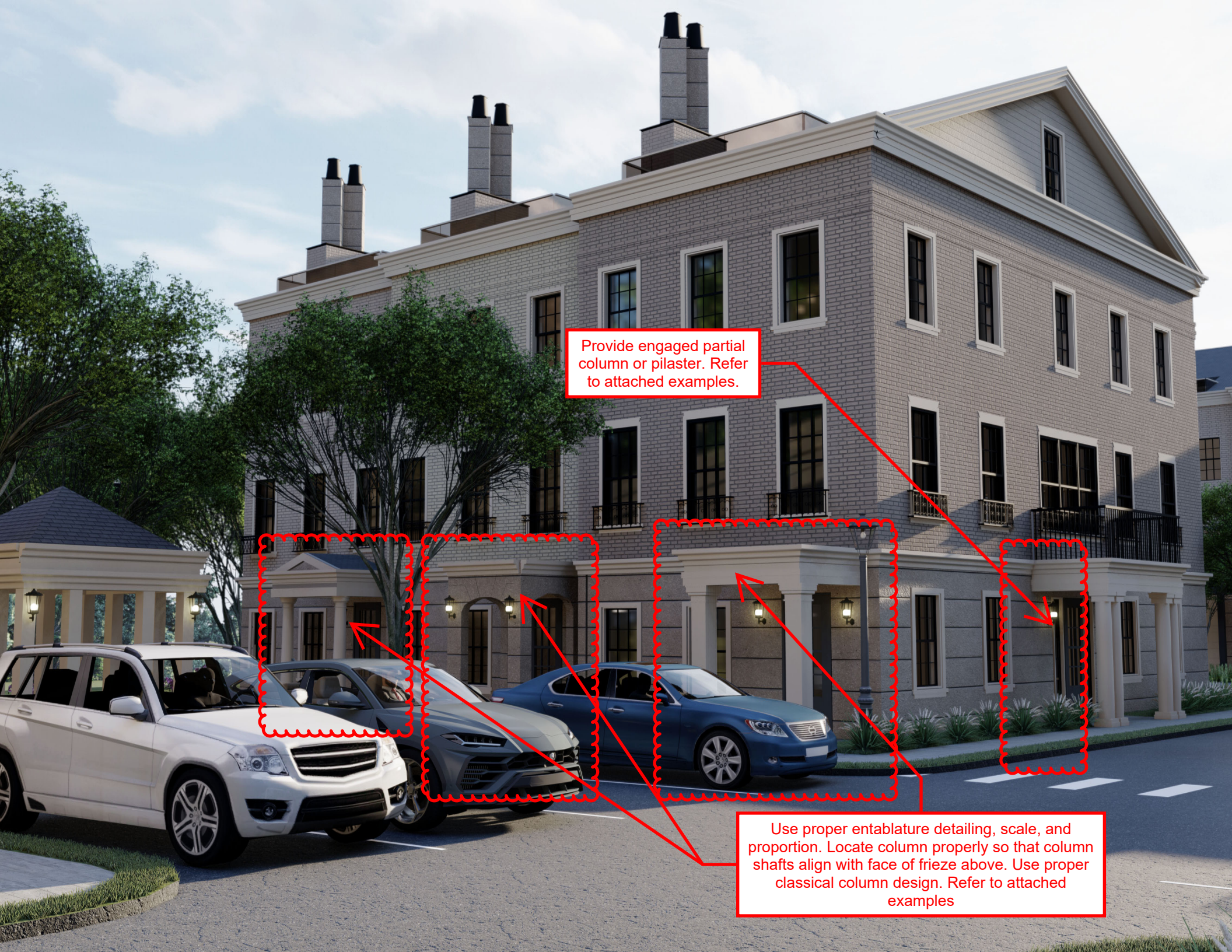
All Windows, Black Steel

No glass railings. Use traditional guardrail detail

Match window surround at third floor above. Alternatively, use correct brick mould detail with correct masonry jack arch detail. Refer to attached examples



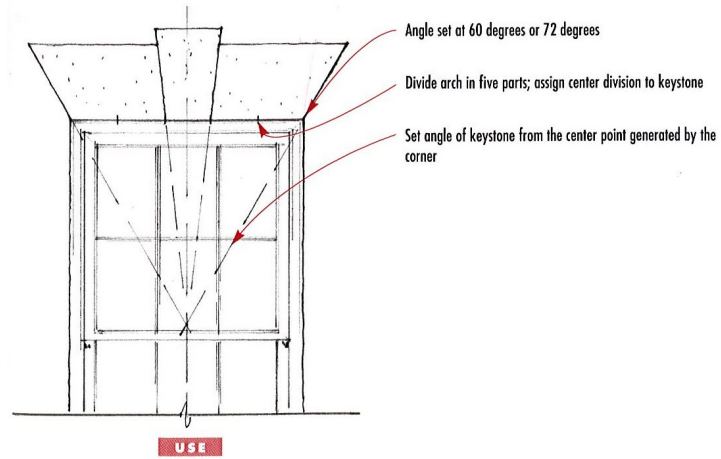
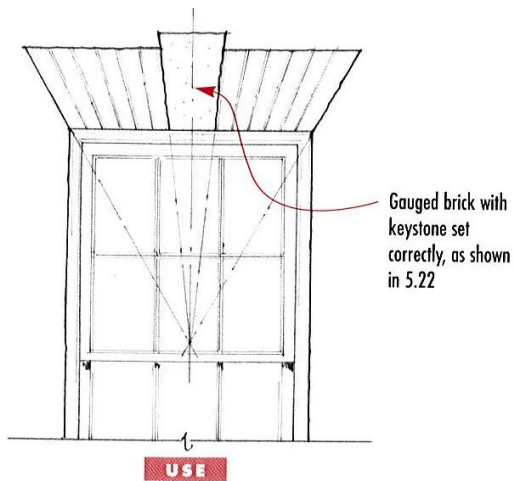
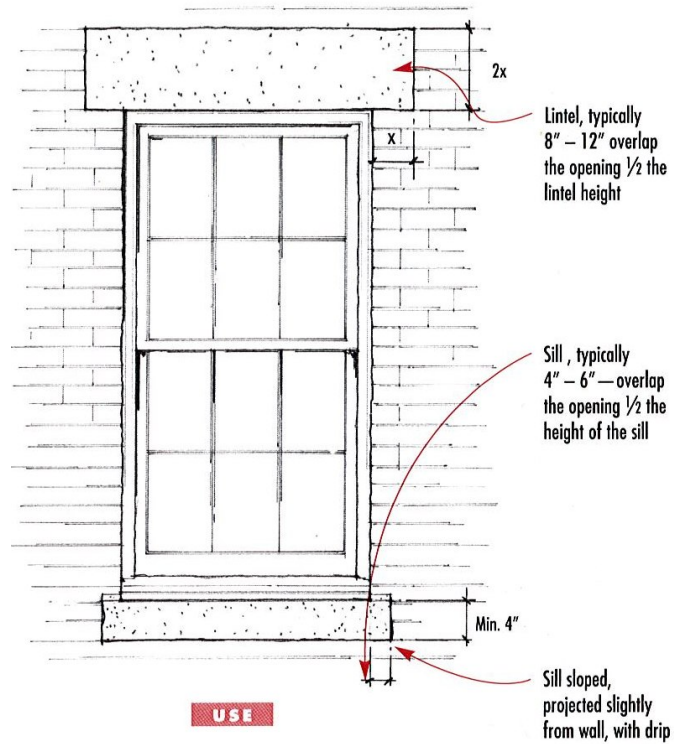
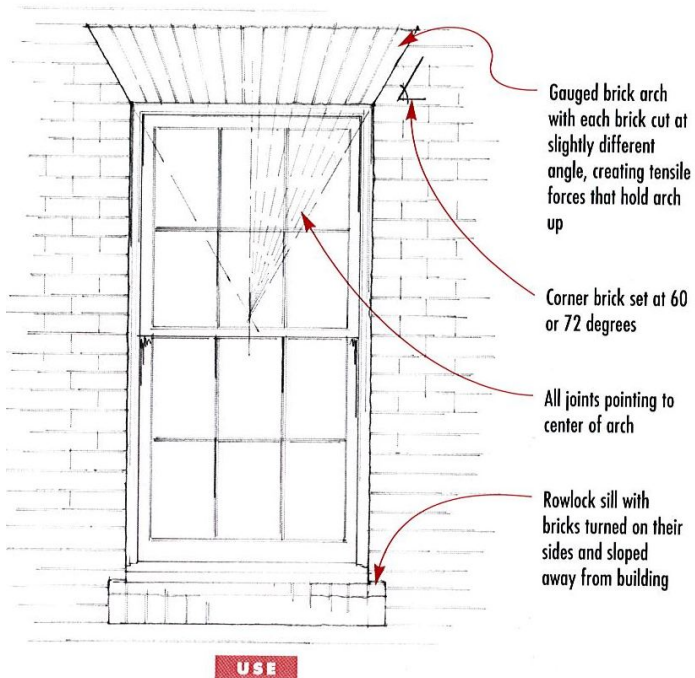
Use masonry piers at corners, with inset masonry walls between them. (these can still be rusticated stucco to match current first floor walls)



Provide engaged partial column or pilaster. Refer to attached examples.

Use proper entablature detailing, scale, and proportion. Locate column properly so that column shafts align with face of frieze above. Use proper classical column design. Refer to attached examples

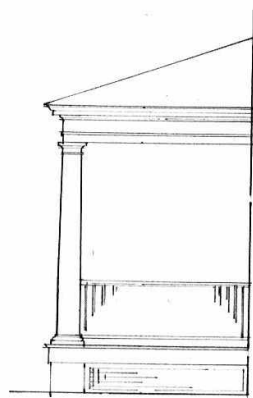




EXAMPLES OF PROPER WINDOW OPENINGS IN A MASONRY WALL

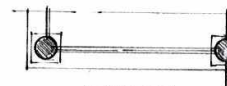
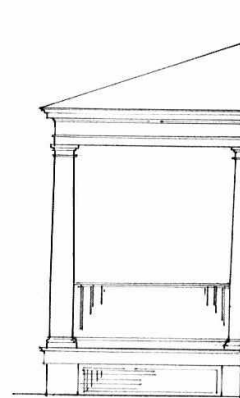
8.10 Engaging the Porch to the Building at the Architrave

To support the architrave where the porch meets the building, always use a pilaster or an engaged column, which throws enough shadow to visually provide support.



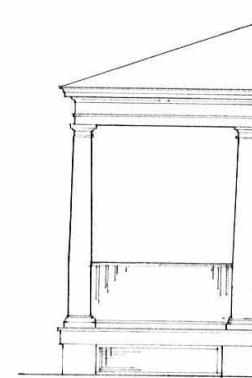
AVOID

No support at wall



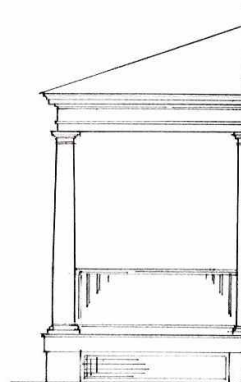
AVOID

Engaged half column (too insubstantial; will look as though it is being swallowed by wall)



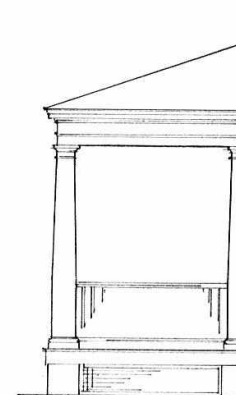
AVOID

Full column adjacent to wall (unnecessary; will create a place for water to collect)



USE

Pilaster projecting $\frac{1}{5}$ – $\frac{1}{4}$ of column diameter, width matched to diameter at neck of column

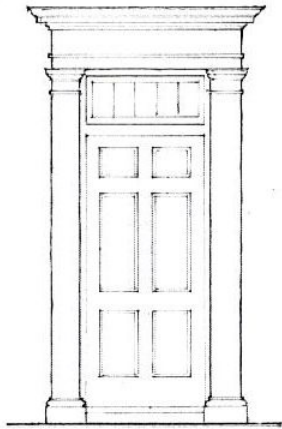


USE

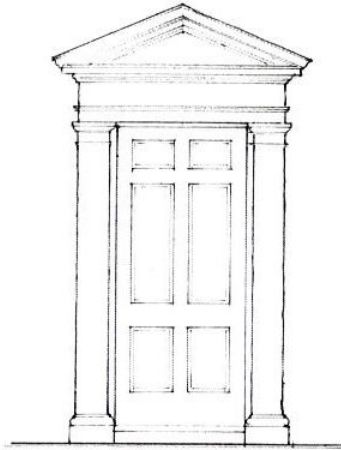
Engaged column projecting $\frac{5}{8}$ – $\frac{3}{4}$ of diameter from wall

EXAMPLES OF PROPER PORCH ENGAGEMENT TO BUILDING

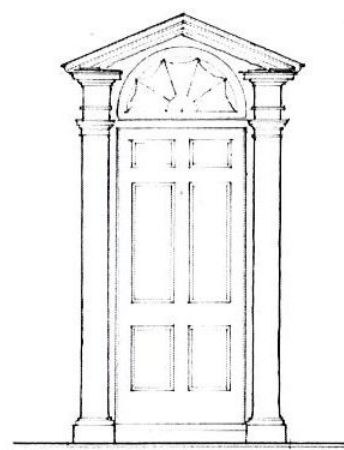
7.2 Types of Door Surrounds to Use



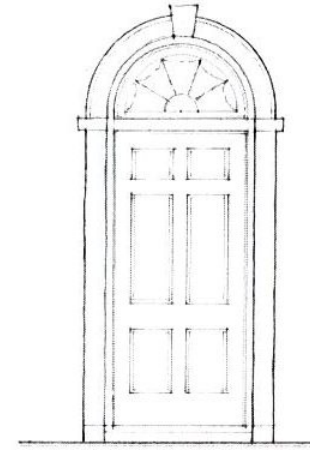
Trabeated surround



Pedimented surround

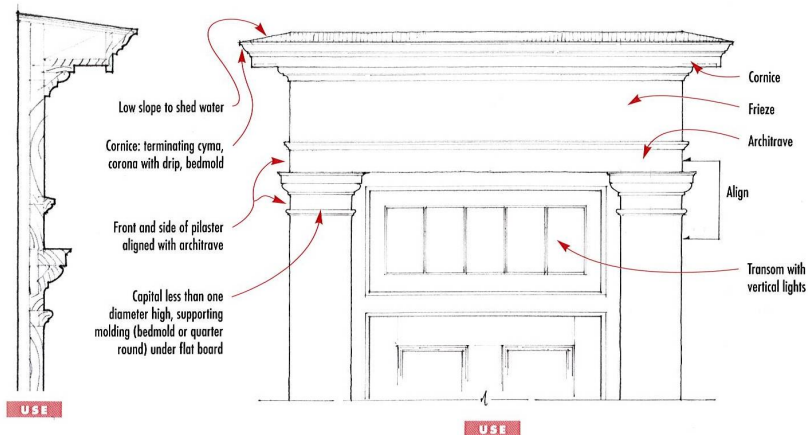


Pedimented surround with arch

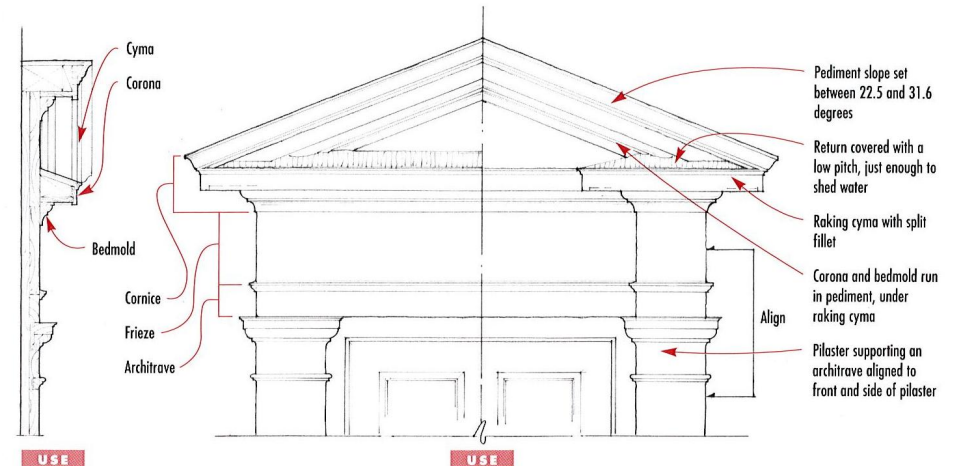


Arched surround

7.19 Trabeated Door Surrounds to Use

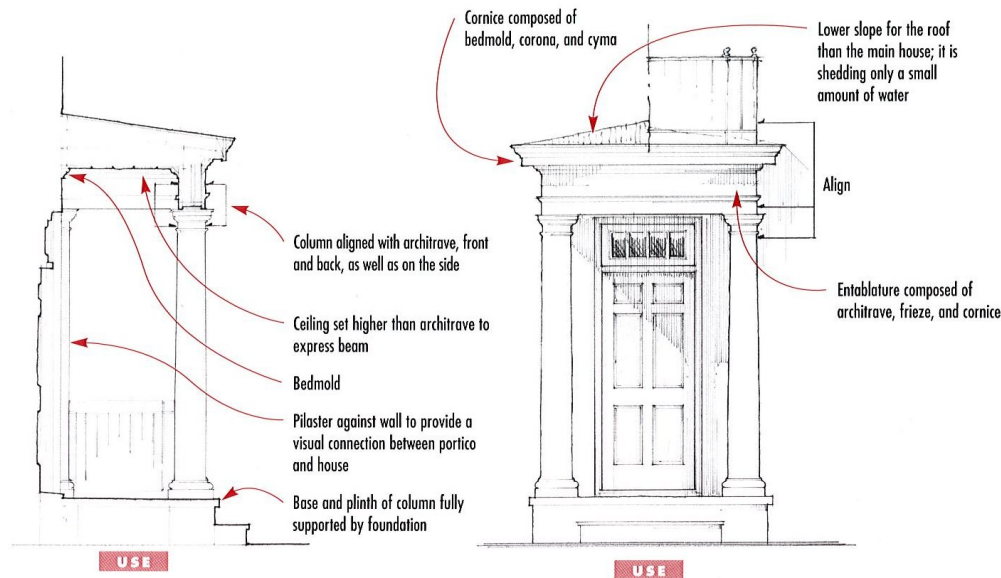


7.22 Pedimented Door Surrounds to Use

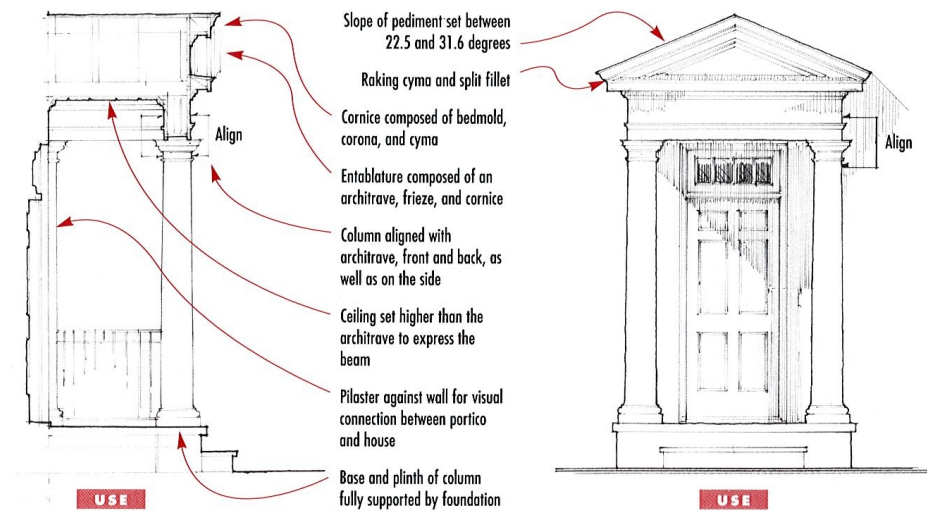


EXAMPLES OF PROPER PORCH DESIGN

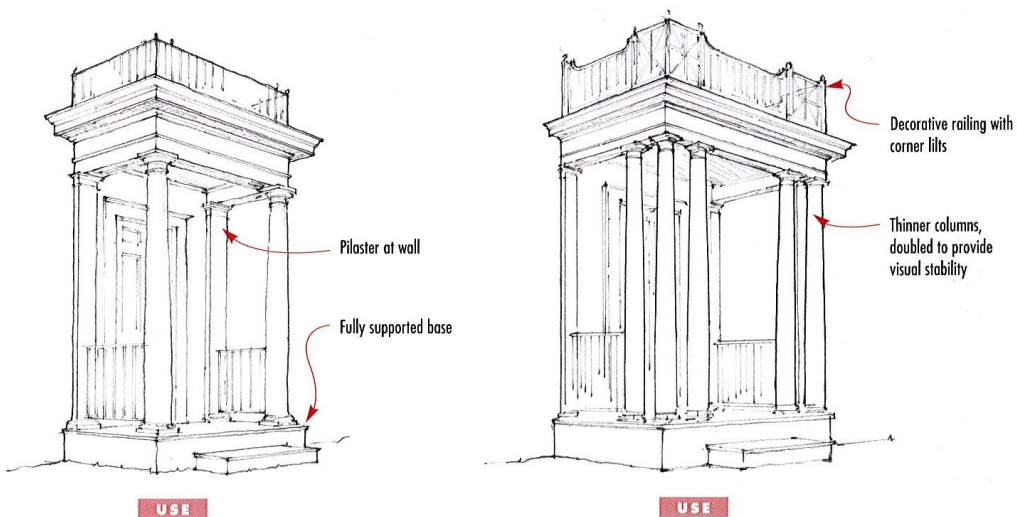
7.34 Trabeated Porticos to Use



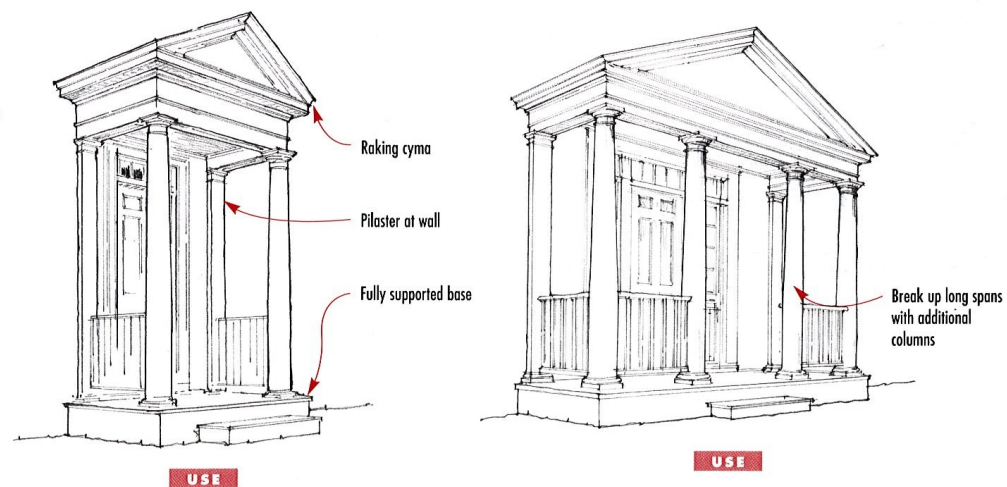
7.37 Pedimented Porticos to Use



7.35 Trabeated Portico Variations



7.38 Pedimented Portico Variations



EXAMPLES OF PROPER PORCH DESIGN



COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
AUGUST 11, 2021
ZOOM
6:00 PM

I. Staff Present

- a. Kathi Cook
- b. Michael Woodman
- c. Ben Kern
- d. Lauren Shapiro

II. Total Participants (including Staff): 19

III. MP-21-01 / V-21-04 The Bailey / Northwinds

IV. Z-21-07 / V-21-24 236 & 244 North Main Street

V. Z-21-08 / CU-21-11 Mayfair on Main

a. Applicant Presentation: John Boniface & Jason Joseph

- i. Rezoning request from C2 to DTMU in order to build 24 townhomes that will face Main Street and have a courtyard walk-up.
- ii. Variance request in regards to increasing density so that 24 units would be permitted on 1.8 acres
- iii. The property will be fenced and have gates in the front, and the entry will be off Roswell Street.
- iv. There will be a courtyard amenity space in the center of the property.
- v. Renderings will be available next week.

b. Public Comment

- i. There were no public comments or questions for this item.

VI. There were no chat comments for this CZIM.

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: Z-21-08 / CU-21-11 Mayfair on Main Applicant Letter

Contact Name: John Boniface Telephone: 352-425-3356

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 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.*

- | | |
|--|---|
| ☒ 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: 7/15/21

Print Form

July 16, 2021

Trilogy Acquisitions, LLC
26 Milton Ave
Alpharetta, GA 30009

RE: 217 South Main – Rezoning Notice

Dear Property Owner:

Please allow this letter to serve as public notice for a Rezoning request at 217 S Main and 180 Roswell Street to DT-MU.

The Community Zoning Information Meeting (CZIM) for this request will be held on August 11, 2021 at 6:00 p.m. via Zoom. The link to the meeting is <https://zoom.us/j/7301636794>. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Thursday, September 2, 2021 at 6:30 PM and City Council on Monday September 27, 2021 at 6:30 PM. The meeting(s) 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 Nathan Sycks at 404-442-6603. His fax number is 888-998-7373, and his email is Nathan@mmhfir.com. His address is 11525 Haynes Bridge Road, Ste. 250, Alpharetta, GA 30009.

Sincerely,

Trilogy Acquisitions, LLC



John Boniface
Authorized Signatory

26 Milton Ave
Alpharetta, GA 30009

WICKS RONALD S & MARY A
270 S MAIN ST
ALPHARETTA GA 30009

ROYAL ROSWELL LLC
2655 HERMITAGE DR
CUMMING GA 30041

BRAMBHATT KANAIYALAI S & SAROJINI K
3771 ARC WAY
LAWRENCEVILLE GA 30044

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

AARENE REAL ESTATE HOLDINGS LLC
296 THOMPSON ST
ALPHARETTA GA 30004

TRIBBLE DONNA E
285 KAREN DR
ALPHARETTA GA 30009

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

WILSON WALTER D SR TR
217 S MAIN ST
ALPHARETTA GA 30004

ALPHA DEVELOPMENT CORP
1048 WINDING BRANCH CT
ATLANTA GA 30338

CITY OF ALPHARETTA
2 S SOUTH MAIN ST
ALPHARETTA GA 30004-1936

CANOPY MAIN STREET INC
300 WILMOT
DEERFIELD IL 60015

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

TALLANT PROPERTIES LLC
206 HIDDEN RIVER DR
WOODSTOCK GA 30188

MKB PROPERTY HOLDINGS LLC
200 S MAIN ST
ALPHARETTA GA 30009

FULTON COUNTY BANK
101 N TRYON ST
CHARLOTTE NC 28255

MULKEY LAWRENCE W
13630 BIRMINGHAM HWY
ALPHARETTA GA 30004

ONE NINE ONE ROSWELL STREET LLC
3105 SALISBURY DR
ALPHARETTA GA 30004

J & J PROPERTIES INC
P.O. BOX 22147
KNOXVILLE TN 37933

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

HAIGLER CAPITAL LLC
164 ROSWELL ST
ALPHARETTA GA 30009

BRUNA LLC
P O BOX 1324
ALPHARETTA GA 30009

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

HAIGLER CAPITAL LLC
2005 OLD MILTON PKWY
ALPHARETTA GA 30009

WILSON WALTER D SR TR
217 S MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2 S SOUTH MAIN ST
ALPHARETTA GA 30004-1936

CITY OF ALPHARETTA
2 SOUTH MAIN ST NE
ALPHARETTA GA 30004

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

NAVIGATOR REAL ESTATE HOLDINGS LLC
790 PERSHING RD
RALEIGH NC 27608

YOUNG DEER PROPERTIES LLC
5887 GLENRIDGE DR SUITE 150
ATLANTA GA 30328

STAFF TECH INVESTMENTS LLC
221 ROSWELL ST
ALPHARETTA GA 30009

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

AMANA ACADEMY INC
285 S MAIN ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PHA210035

PH #: Z-21-08 / CU-21-11

☒ Property Taxes & Code Violations Verified

☒ Fee Paid Initial: PC

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: Jason Joseph

Telephone: 678-802-4912

Address: 26 Milton Ave

Suite: _____

City Alpharetta

State: GA

Zip: 30009

Fax: _____

Mobile Tel: 678-521-6070

Email: jj@mayfairstreetpartners.com

Subject Property Information:

Address: 217 S Main Street

Current Zoning: C2

District: _____ Section: _____ Land Lot: _____ Parcel ID: _____

Proposed Zoning: DT-MU

Current Use: NA - Land

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify) _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

Single family townhomes.

Applicant's Request (Please itemize the proposal):

24 single family townhomes

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

The intent is to rezone for single family townhomes

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: MF 217 Main, LLC c/o Jason Joseph Telephone: 678-802-4912

Address: 26 Milton Ave Suite: _____

City Alpharetta State: GA Zip: 30009

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Jason Joseph Telephone: 678-521-6070

Address: _____ Suite: _____

City Alpharetta State: GA Zip: 30009

So Sworn and Attested:

Owner Signature:  Date: 7/1/21

Notary:

Notary Signature: _____ Date: _____

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: **MF 217 Main, LLC c/o Jason Joseph**

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: **NA** Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

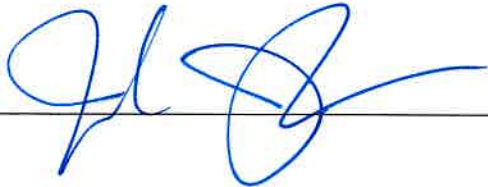
Description of Contribution: _____ Value: _____

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: **7/1/21**

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Residential in surrounding area. Conforms with City of Alpharetta Master Plan to increase for sale product in the downtown area.

How will this proposal affect the use and value of the surrounding properties?

Currently, it's a vacant lot. With the new use, it will drive property values upwards due to the high end nature of the homes.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

No, it cannot. The current density does not support the intended development plan. Without unit yield, we will not be able to afford to complete the proposed project.

What would be the increase to population and traffic if the proposal were approved?

Current zoning would mean retail, office and/or other higher traffic use. The proposed rezoning would mean a gated residential community, thus, reducing traffic. Likewise, the entrance off of S Main will no longer be accessible, thus decreasing the traffic onto and off of S Main (entrance will be off of Roswell Street).

What would be the impact to schools and utilities if the proposal were approved?

Utility capacity - minimal impact as customary with residential homes. With the pricing of the homes, typical demographic will be more mature families with children not in school.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Density, residential, and for sale. Bringing families to the downtown area is critical and a part of the Comprehensive Plan.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Existing zoning does not afford the density of units under the proposed site plan.

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.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Are there conditions that are peculiar to the subject property? Please describe them in detail.

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.

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☐ Yes

☐ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☐ Yes

☐ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes

☐ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

☐ Yes

☐ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☐ Yes

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☐ Yes

☐ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes

☐ No

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: "Mayfair on Main" Town Home Development

Contact Name: John Boniface Telephone: 678-802-4912

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Jeff Levitan, 180 Roswell

MJV Mill, LLC, The Maxwell

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.*

- | | |
|---|--|
| ☐ Letter | ☒ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☒ Email | ☐ Other <i>(Please Specify)</i> |

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.

Via email, phone, or in person visits.

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: _____

Contact Name: _____ Telephone: _____

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.

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 |
| ☐ 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: _____

7/1/21

Print Form



SITE DATA

ADDRESS: 217 SOUTH MAIN STREET
 PARCEL NO. 12-2583-0694-0601 (221 SOUTH MAIN ST)
 PARCEL NO. 12-2583-0694-0627 (0 ROSWELL ST)
 PARCEL NO. 12-2583-0694-0221 (220 ROSWELL ST)

ORIGINAL GROSS SITE AREA: 79,248 SF (1.82 ACRES)
 GEORGIA DOT DEDICATED ROW: 716 SF
 SITE AREA AFTER PROPOSED ROW: 78,530 SF (1.80 AC)

ZONING:
 CURRENT ZONING: C-2
 PROPOSED ZONING: DT-MU
 ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA

PROPOSED USE:
 RESIDENCES: SINGLE FAMILY ATTACHED
 24 TOWNHOMES (3 BEDROOMS EACH)
 PROPOSED DENSITY: 24 UNITS = 13.33 UNITS PER ACRE
 (With Conditional Use Permit)

MINIMUM AMENITY SPACE: 10% (7,853 SF)
 PROPOSED AMENITY SPACE: 30% (2,400 SF)

MAXIMUM BUILDING LOT COVERAGE: 80% (62,824 SF)
 PROPOSED BUILDING LOT COVERAGE: 25% (27,100 SF)

SETBACKS:
 FRONT YARD: 5' MIN, 10' MAX
 SIDE YARD: 0' MIN
 REAR YARD (NO ALLEY): 6' MIN
 REAR YARD (ALLEY): 3' MIN

MAX BUILDING HEIGHT: 60' (4-STORY)
 PROPOSED BUILDING HEIGHT: 55' (4-STORY)

PARKING REQUIREMENTS:
 1 SPACE PER BEDROOM = 72 SPACES
 0.5 VISITOR SPACE PER UNIT = 12 SPACES
 TOTAL PARKING REQUIRED = 84 SPACES

PROPOSED GARAGE SPACES: 48 SPACES
 PROPOSED DRIVEWAY SPACES: 48 SPACES
 PROPOSED SITE SPACES: 7 SPACES
 TOTAL PARKING PROVIDED = 103 SPACES

LEGEND

PROPOSED LIGHT POLE

FUTURE GDOT STRIPING

PROPOSED STRIPING

PROPOSED MOVEMENT

PROPERTY LINE

PROPOSED GDOT ROW

PROPOSED GDOT SIDEWALK

POURED CONCRETE WALL

FUTURE GDOT CURB & GUTTER

PROPOSED CURB & GUTTER

EXISTING CURB & GUTTER

- NOTES**
- BOUNDARY, CIVIL BASE, AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM THE ALTA/SPS SURVEY BY PLANNERS AND ENGINEERS COLLABORATIVE, INC., DATED OCTOBER 10, 2018.
 - NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
 - ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
 - ALL PROPOSED PAVING AND CURB PER ALPHARETTA STANDARD 901.

*****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.



Know what's below
Call 811 or (800) 282-7411
Before You Dig

24 HOUR CONTACT: JOHN BONIFACE (352) 425-3356



paradigm
Engineering Services, Inc.
Seven Dunwoody Park
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No. P-2115

Design By: WBD

Drawn By: RAC

Checked By: WBD

Date: 6/29/21

Scale: 1" = 20'

Revision

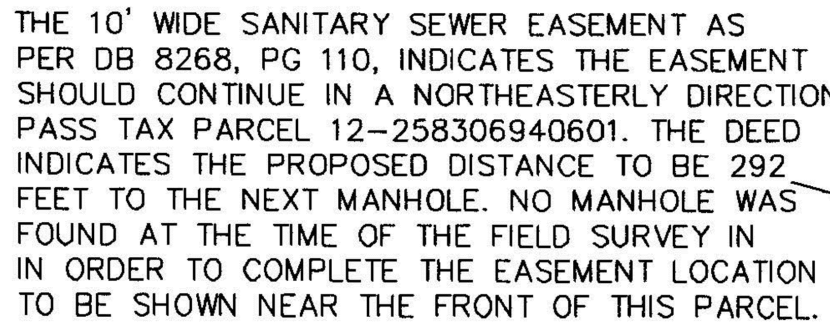
Date

No

MF-217 Main, LLC
26 MILTON AVENUE
ALPHARETTA, GEORGIA 30009
OFFICE: (678) 802-4912

ZONING SITE PLAN
217 South Main
217 SOUTH MAIN STREET
LAND LOT 694, DISTRICT 1, SECTION 2
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA 30009

Drawing No.
Z1.0



24 HOUR CONTACT
JOHN BONIFACE @ 770-864-1987

SPECIMEN TREE SIZE	
UNDERSTORY:	
DOGWOOD & REDBUD	8 INCHES
SOURWOOD	10 INCHES
MEDIUM OVERSTORY:	
BEECH, BLACKGUM, SASSAFRAS, PERSIMMON, MAGNOLIA	20 INCHES
CEDRUS & THUJA	20 INCHES
LARGE OVERSTORY:	
OAKS & HICKORIES	24 INCHES
SWEETGUM & POPLAR	30 INCHES
PINE	30 INCHES

SURVEY ALL 24" TREES
SURVEY ALL LANDSCAPE TREES (PARKING LOT, STREET, ETC.)
SURVEY ALL TREES GREATER THAN 20" WITHIN 30' OF PROPERTY LINE

SPECIMEN TREE REPORT COMPLETED ON 2/27/2018 BY ROOT ZONE TREE
CONSULTANTS:
ALEX PHILLIPS, MA-4868A
ISA CERTIFIED ARBORIST®
ISA MEMBER
ISA TRAQ

SPECIMEN TREE LEGEND

	SPECIMEN TREE & CRZ (1' RADIUS TO 1.3" DBH)
	NON SPECIMEN TREE
	TREE TO BE SAVED
	OFFSITE TREE TO BE SAVED

SPECIMEN TREE NOTE

SPECIMEN TREE REPORT COMPLETED ON 2/27/2018 BY ROOT ZONE TREE CONSULTANTS:
ALEX PHILLIPS, MA-4868A
ISA CERTIFIED ARBORIST®
ISA MEMBER
ISA TRAQ

- ## ADDITIONAL NOTES
1. THE TREE FEATURES SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS & ENGINEERS COLLABORATIVE IN FEBRUARY 2018. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
 2. THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A PRECISION OF SUB 1-METER.
 3. EQUIPMENT USED:
HORIZONTAL - TRIMBLE GEO 7X SERIES

217 SOUTH MAIN

MAYFAIR STREET PARTNERS
26 MILTON AVENUE
ALPHARETTA, GEORGIA 30009
PHONE: 770-864-1987

FULTON COUNTY
GEORGIA

ROOT ZONE TREE CONSULTANTS

A DIVISION OF PLANNERS AND ENGINEERS COLLABORATIVE WWW.PECATL.COM

JOB # 18062.00

217 SOUTH MAIN

[illegible]

SHEET TITLE

**SPECIMEN TREE
LOCATION**



SCALE: 1" = 30'

DATE: FEB 27, 2018

PROJECT: 18062.00



 PRELIMINARY

 NOT TO BE RELEASED FOR CONSTRUCTION

 ISA MEMBER

 ISA TRA0

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. Planners and Engineers Collaborative. ©

SPECIMEN TREE REPORT

CITY OF ALPHARETTA



Tree Report for:
Mayfair Street Partners
26 Milton Avenue
Alpharetta, GA 30009

Property Address:
217 South Main @ Roswell St.
City of Alpharetta
Fulton County

Project 18062.00

Survey Date 2/27/2018



TREE CONSULTANTS

350 RESEARCH CT. PEACHTREE CORNERS, GA 30092
PHONE: 770-451-3915
A PEC DIVISION

Consulting Arborist
Alex Phillips, ASLA
ISA Certified Arborist #MA-4868A
Tree Risk Assessment Qualified

217 South Main

Specimen Tree Inventory

Some trees on a site warrant special consideration and encouragement for preservation. The intent of these specifications is to provide the necessary information to facilitate project design, plan review and enforcement processes. The City of Alpharetta Specimen tree specifications are organized by size:

- Flowering Understory trees over 8" DBH
- Sourwood trees over 10" DBH
- Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH
- Magnolia trees over 20" DBH
- Cedrus and Thuja trees over 20" DBH
- Overstory Hardwood over 24" DBH
- Poplars and Sweetgums trees over 30" DBH
- Pine trees over 30" DBH

Any tree that does not meet the following requirements as set forth by the International Society of Arboriculture shall be deemed poor in condition, a danger to human life and property and removed from the site.

- Life expectancy less than 15 years
- A trunk with visible decay
- More than one major and several minor dead limbs (hardwoods)
- Major insect or pathological problems

Landscape Tree Inventory

Landscape trees and trees of quality on a site may warrant consideration for preservation. Landscape trees include street trees, parking lot trees and boundary trees. Trees of quality include smaller non specimen trees that are in groupings or groves that have special interest and character.

Site Location

The site is in a developed area of Fulton County, and is approximately 1.3 acres in size. Three business buildings are located on the property, in addition to a parking lot. A well-cut ditch is present in the north west area of the property. However, no running water is



217 South Main

present. Topography varies throughout, and the sharpest grades were noted behind and along-side the buildings.

There are numerous trees on site, but few are of specimen size. Those that qualify as specimens per Alpharetta specifications are located primarily on property lines and along parking lots. Overstory species in these locations are predominantly Water Oak, Southern Red Oak, Pine, Elm, and Hickory. There is minimal flowering understory. Some Dogwoods were noted, but were not large enough to qualify as specimens. Additionally, a large number of trees that line the neighboring parking lot are Bradford Pears. Overall, the site appears to be healthy, and free from insect and disease.

Definitions

Tree Number: Trees are tagged with an aluminum disk that shows a unique number to identify the tree.

Species: Trees are listed by a regional common name and botanical name.

Diameter at Breast Height (DBH): The diameter of a trunk at 4.5' above ground level.

Measured in inches.

Condition:

Good: A specimen tree with healthy productive tip growth. A sound trunk with no visible damage or decay. No major limb loss and healthy branch unions. No visible insect or disease infestations. Life expectancy of more than 15 years.

Fair: A specimen tree with healthy but not vigorous tip growth. Less than 30% of crown is dead. No major dead limbs and no major trunk cavities or damage. Branch unions show some signs of stress. Tree is expected to live longer than 10 years.

Poor: More than 30% of the crown is dead or has significant tip die back. More than one major limb is dead and are large trunk cavities with visible decay. Severe insect or disease damage leading to immediate death. Roots are visible and show signs of decay and rot. Life expectancy is less than 5 years.

Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.

Invasive: Tree species whose native range is not within the Piedmont classification.

Hazardous: Severe or uncorrectable damage that will lead to a loss of property or life if there is tree failure.



217 South Main

Specimen Tree Report

Tree #	Species	DBH	Condition	Comments
901	<i>Quercus nigra</i> Water Oak	55"	Non-Specimen	NST #1: Cracks with included bark. Pic #1
902	<i>Quercus nigra</i> Water Oak	37"	Specimen	Tree is in good health.
903	<i>Quercus nigra</i> Water Oak	29"	Specimen	Tree is in good health.
904	<i>Quercus nigra</i> Water Oak	24"	Specimen	Tree is in good health.
905	<i>Quercus falcata</i> Southern Red Oak	48"	Specimen	Tree is in good health.
906	<i>Pinus spp.</i> Pine	30"	Specimen	Tree is in good health.
907	<i>Quercus nigra</i> Water Oak	26"	Specimen	Tree is in good health.

Specimen Tree Summary: Nearly all of the specimen sized trees on site meet the City of Alpharetta standard for specimen trees.

Total Specimen Sized Trees: 7
Specimen Condition: 6
Non-Specimen Condition: 1



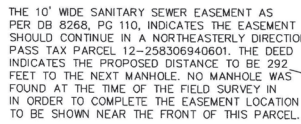
217 South Main

Photo Evidence



Pic # 1: Cracks with included bark.
NST #1

Specimen Tree Location



SHEET #

SPE

1 OF 1

ADDITIONAL NOTES

1. THE TREE FEATURES SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN FEBRUARY 2018. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVOD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
2. THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A PRECISION OF SUB 1-METER.
3. EQUIPMENT USED:
HORIZONTAL - TRIMBLE GEO 7X SERIES

[illegible]

SHEET TITLE

**SPECIMEN TREE
LOCATION**



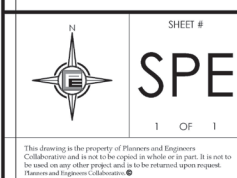
SCALE: 1" = 30'
DATE: FEB 27, 2018
PROJECT: 18062.00

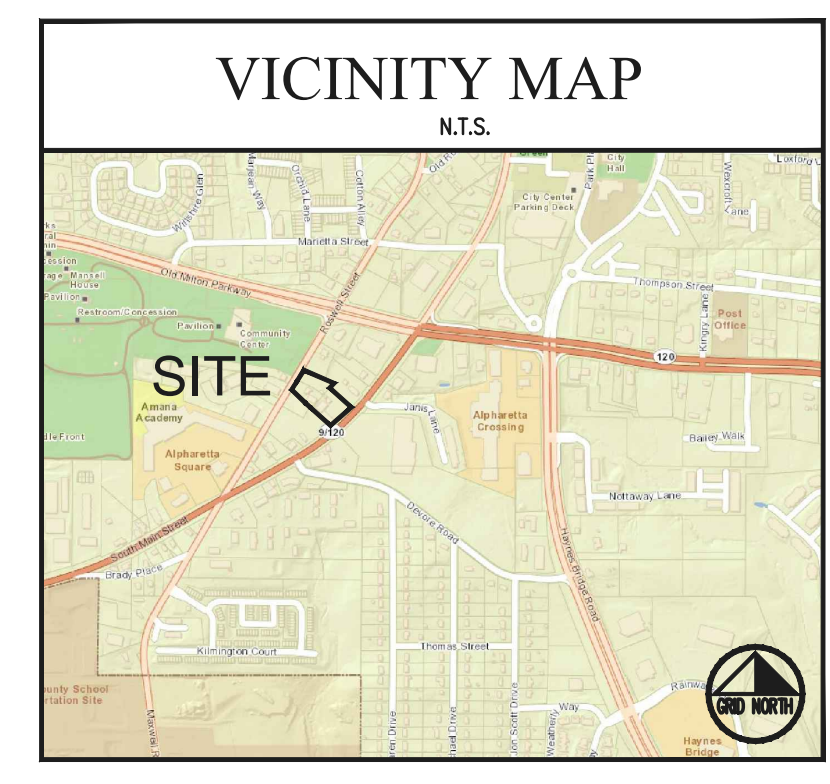
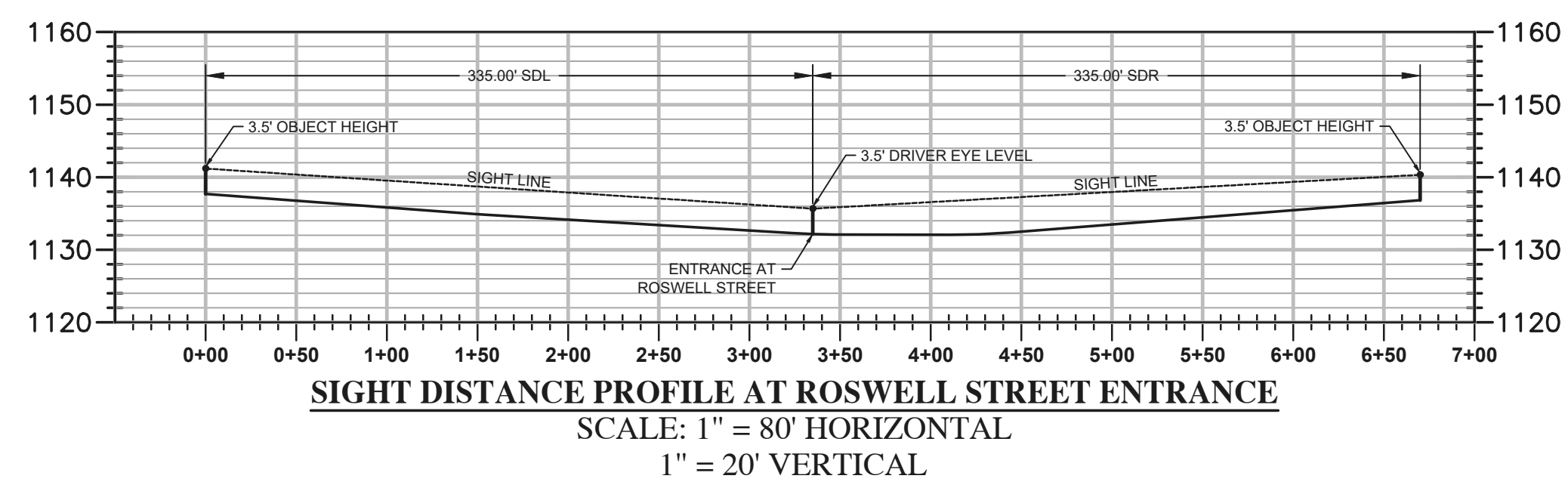


PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

ISA MEMBER
ISA TRAQ





OPEN SPACE DATA
GROSS LOT AREA: 78,530 SF SF (1.80 ACRES)
MINIMUM CIVIL OPEN SPACE: NONE (LOT LESS THAN 5.0 AC)
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 7,853 SF
PROVIDED PRIVATE AMENITY SPACE: 30% (2,4100 SF)

SITE DATA
ADDRESS: 217 SOUTH MAIN STREET
PARCEL NO. 12-2583-0694-0601 (221 SOUTH MAIN ST)
PARCEL NO. 12-2583-0694-0627 (0 ROSWELL ST)
PARCEL NO. 12-2583-0694-0221 (220 ROSWELL ST)
ORIGINAL GROSS SITE AREA: 79,248 SF (1.82 ACRES)
GEORGIA DOT DEDICATED ROW: 716 SF
SITE AREA AFTER PROPOSED ROW: 78,530 SF (1.80 AC)
ZONING:
CURRENT ZONING: C-2
PROPOSED ZONING: DT-MU
ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA
PROPOSED USE:
RESIDENCES: SINGLE FAMILY ATTACHED
24 TOWNHOMES (3 BEDROOMS EACH)
PROPOSED DENSITY: 24 UNITS = 13.33 UNITS PER ACRE
(With Conditional Use Permit)
MINIMUM AMENITY SPACE: 10% (7,853 SF)
PROPOSED AMENITY SPACE: 30% (24,100 SF)
MAXIMUM BUILDING LOT COVERAGE: 80% (62,824 SF)
PROPOSED BUILDING LOT COVERAGE: 25% (27,100 SF)
SETBACKS:
FRONT YARD: 5' MIN, 10' MAX
SIDE YARD: 0' MIN
REAR YARD (NO ALLEY): 6' MIN
REAR YARD (ALLEY): 3' MIN
MAX BUILDING HEIGHT: 60' (4-STORY)
PROPOSED BUILDING HEIGHT: 55' (4-STORY)
PARKING REQUIREMENTS:
1 SPACE PER BEDROOM = 72 SPACES
0.5 VISITOR SPACE PER UNIT = 12 SPACES
TOTAL PARKING REQUIRED = 84 SPACES
PROPOSED GARAGE SPACES: 48 SPACES
PROPOSED DRIVEWAY SPACES: 48 SPACES
PROPOSED SITE SPACES: 7 SPACES
TOTAL PARKING PROVIDED = 103 SPACES

LEGEND

	PROPOSED LIGHT POLE
	FUTURE GDOT STRIPING
	PROPOSED STRIPING
	PROPOSED MOVEMENT
	PROPERTY LINE
	PROPOSED GDOT ROW
	PROPOSED GDOT SIDEWALK
	POURED CONCRETE WALL
	FUTURE GDOT CURB & GUTTER
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER

- NOTES**
- BOUNDARY, CIVIL BASE, AND TOPOGRAPHIC INFORMATION WAS TAKEN FROM THE ALTA/SPS SURVEY BY PLANNERS AND ENGINEERS COLLABORATIVE, INC., DATED OCTOBER 10, 2018.
 - NO WELLS OR SEPTIC SYSTEMS ARE PROPOSED OR EXIST ON SITE.
 - ALL HANDICAP RAMP FORMS MUST BE APPROVED BY CITY LAND DISTURBANCE INSPECTOR PRIOR TO CONCRETE POUR.
 - ALL PROPOSED PAVING AND CURB PER ALPHARETTA STANDARD 901.

*****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.

GEORGIA811
Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
Before You Dig
24 HOUR CONTACT: JOHN BONIFACE (352) 425-3356

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.



paradigm
Engineering Services, Inc.
Seven Dunwoody Park
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No. P-2115

Design By:	WBD
Drawn By:	RAC
Checked By:	WBD
Date:	6/29/21
Scale:	1" = 20'

Date:	
Revision:	
No.	

MF-217 Main, LLC
26 MILTON AVENUE
ALPHARETTA, GEORGIA 30009
OFFICE: (678) 802-4912

ZONING SITE PLAN
217 South Main
217 SOUTH MAIN STREET
LAND LOT 694, DISTRICT 1, SECTION 2
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA 30009

Drawing No.
Z1.0



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: Z-21-07/V-21-24 ALPHA AT MAIN/236 & 244 NORTH MAIN STREET

CITY COUNCIL:

SEPTEMBER 27, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. Staff recommended approval subject to 16 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting certain changes requested by the applicant (Planning Commission changes shown in RED). Vote 6-0

II. RECOMMENDATION:

Approve Z-21-07/V-21-24 ALPHA AT MAIN/236 & 244 NORTH MAIN STREET, subject to the following conditions:

1. Approximately 1.61 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by Paradigm, revised 8/11/2021, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Architecture and materials shall be developed substantially similar to the submitted renderings, except for modifications required to comply with comments by the Downtown Consultant and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. All homes shall have 4-sided architecture, materials and details. Homes fronting North Main Street shall be brick.
3. Side setback separation between structures shall be no less than 6', as depicted on the site plan prepared by Paradigm, revised 8/11/2021.
4. Homes along North Main Street shall have a front yard defined by a decorative front courtyard, as depicted on the submitted rendering, with final approval by Staff. Courtyards ~~shall not~~ may encroach into the required 10' landscape strip, as approved by Staff.
5. Landscape strip along North Main Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements, as approved by Staff.
6. Project entrance shall include a decorative paver apron, landscaping ~~and low wall~~.
7. Amenity areas shall be developed with decorative landscape, hardscape, low walls and seating, where appropriate, with final approval by Staff. Landscape shall include plant selections promoting the historic Downtown.
8. Creeping vines shall be planted to cover retaining and low walls.
9. Developer shall save trees as depicted on the site plan prepared by Paradigm, revised 8/11/2021.
10. 5' landscape strips along the north and south property lines shall be planted with evergreens, except for units 5 and 6 where the courtyard meets the property line.
11. A 10' landscape strip, heavily planted where sparse, shall be required along the western property line, as approved by Staff.
12. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
13. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
14. Stormwater management facilities may be placed underground within the proposed private alley, with final approval by Staff. Facilities shall be indicated on the recorded plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. These facilities

and associated maintenance responsibilities shall also be included in the recorded covenants with all costs to be borne by the HOA and Homeowners of the subdivision.

15. Garbage pickup shall be from the alley.

16. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

III. REPORT IN BRIEF:

The applicant, Alpha at Main, LLC, is requesting a rezoning and variance to allow for the construction of eleven (11) 'For-Sale' single-family detached homes with side courtyards on approximately 1.61 acres in the Downtown. A rezoning is requested from O-I (Office-Institutional) to DT-LW (Downtown Live-Work) and a variance is requested to reduce the side setback minimum separation between structures from ten-feet (10') to six-feet (6'). The subject property is located at 236 and 244 North Main Street near the northwest corner of North Main Street and Mayfield Road.

DISCUSSION

The submitted request, if approved, would allow for the construction of eleven (11) 'For-Sale' single-family detached homes on 1.61 acres in the Downtown. The proposed residential density is 6.83 dwelling units per acre. The applicant proposes a rezoning from O-I to DT-LW and a variance to reduce the side setback minimum separation between structures from ten-feet (10') to six-feet (6'). The subject property is located at 236 and 244 North Main Street near the northwest corner of North Main Street and Mayfield Road.

The property is developed with two (2) single-family detached homes that have been converted to business use. 236 North Main Street is the Thomann Law Firm and 244 North Main Street is State Farm Insurance. Surrounding properties are zoned R-15 (Dwelling, 'For-Sale', Residential) to the west, O-I to the north and south, and C-1 (Neighborhood Commercial) to the east. North Fulton Chiropractic Center is located to the north, two (2) unplatted single-family detached lots are located to the east, Midas Auto Repair is located to the south, and Dogwood Forest is located to the east. The Comprehensive Land Use Plan designation of the property is 'Mixed Use Live Work', which allows the proposed single-family detached homes.

The applicant is requesting a variance to the DT-LW side setback minimum separation between structures to reduce the distance from ten-feet (10') to six-feet (6'). The applicant's site plan depicts a minimum 6' separation between structures. However, the separation between structures increases to approximately sixteen feet (16') for a length of approximately 30' to accommodate the side courtyard. When accounting for the side courtyard, the average side setback separation between structures is nearly ten-feet (10'). Similar Downtown residential developments have been granted variances to reduce the side setback separation between structures, with the most recent request approved at The 1858.

The Downtown Master Plan 5-Year market demand study reflects a demand potential of 40 – 45 single-family detached units. The demand analysis is intended to be a measure of market viability, not a prediction or recommendation for Downtown development. As shown in the table below, 377 single-family detached homes have been approved in the Downtown in the six (6) years since the adoption of the 2015 Downtown Master Plan update. The applicant's proposed density of 6.83 dwelling units per acre is in-line with past approvals in the Downtown.

Downtown Overlay – Residential Approvals since the 2015 Downtown Master Plan Update

Development Name	Type	Acres	Density
Hudson Park	16 SFD	2.41 acres	6.64 du/ac
The 1858	11 SFD	1.68 acres	6.55 du/ac
AlphaDev	11 SFD, 6 TH	2.21 acres	7.7 du/ac
Alcove Place	10 SFD	1.23 acres	8.1 du/ac
City Center/Voysey	42 SFD, 168 For-Rent	25 acres	8.0 du/ac
Midwick	17 SFD, 23 TH	5.85 acres	6.8 du/ac
Old Milton Holdings (Foundry)	25 SFD, 137 TH	23.89 acres	6.8 du/ac
Thompson Street Flats (Kairos)	24 Condo (High)	2.39 acres	10.0 du/ac
Burnett Circle (Ouray)	43 TH	5.72 acres	7.5 du/ac
Weyhill	9 SFD	3.1 acres	2.9 du/ac
Teasley Place	24 Condo (High)	1.5 acres	16 du/ac
East of Main	60 SFD, 42 TH	13.87 acres	7.35 du/ac
Twelve on Canton	12 SFD	5.46 acres	2.2 du/ac
The Maxwell	58 SFD, 80 Condo (Mid)	12.91 acres	10.7 du/ac
Rowes Downtown	22 SFD	3.26 acres	6.75 du/ac
Chelsea Walk	49 TH	7.04 acres	7.0 du/ac
Manning on the Square	58 SFD	11.7 acres	4.96 du/ac
Villa Magnolia	26 SFD	3.53 acres	7.37 du/ac

Downtown Overlay – Number of Approved Residential Units by Type

Residential Type	Number Approved
Single-Family Detached	377 units
Townhome	300 units
Condominium (Mid-Entry)	80 units
Condominium (High-End)	48 units
For-Rent	168 units
TOTAL	973 units (83% For-Sale/17% For-Rent)

SITE PLAN ANALYSIS

The submitted site plan depicts eleven (11), two (2) and three (3) story single-family detached homes with side courtyards. Access is provided from North Main Street by way of a 24' private alley. Lots range in size from 4,417 to 6,427 square feet with an average lot size of 5,223 square feet. A minimum fifteen-foot (15') setback is provided along North Main Street, which is due to easements and overhead utilities along the property frontage. The site plan accounts for the new twelve-foot (12') sidewalk that will be installed by GDOT along the property frontage. Minimum building setbacks are consistent with the DT-LW development standards.

The Downtown Code requires 2.5 parking spaces per dwelling unit, or 28 parking spaces for the proposed subdivision. Each home is proposed to have three (3) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating three (3) additional cars, for a total of 66 parking spaces.

The proposed development complies with the minimum 10% amenity space required in the DT-LW district. The site plan depicts 22.5% amenity space, which includes a tree save area, private courtyards, as well as internal sidewalks and property frontage along North Main Street.

There are a few specimen trees on the subject property, consisting primarily of Hardwoods. The applicant's site plan depicts a tree save area at the rear of the property, which includes tree groupings and trees of quality.

A note on the site plan indicates that stormwater management would be provided underground and within the private alley, which is on a separate lot.

RENDERINGS

According to the applicant's architect, homes will be designed in the Greek Revival architectural style, which is approved for use in the Downtown. Primary exterior material is proposed to be brick, stucco, or siding. Roof materials are proposed to be architectural asphalt shingles with metal roof accents. The submitted renderings depict the homes along North Main Street to be three (3) stories and the rear homes to be two (2) stories. All homes have a gable roof with rooftop porch and covered front entry with Classical columns. The City's Downtown Consultant reviewed the renderings and had the following comments:

- Shed roof element needs to resolve at the façade and relate to the building mass below. A break in the front plane of the façade will facilitate this condition.
- If all buildings are identical, the primary exterior material should be the same material.
- A transom and/or sidelight windows could be added to the front door.
- Front entry porches should be supported by square or round Classical columns.
- The cornice should be emphasized with a wide, divided band of trim.
- Renderings only show the front elevation. A condition should be recommended requiring 4-sided architecture, materials and details.

TRAFFIC

The applicant provided a trip generation report, which estimates that the proposed 11-lot single-family detached subdivision would generate 13 AM Peak Hour trips and 12 PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 11 Detached Homes

School	Single Family Average #
Alpharetta Elementary School	1 to 4 students
Hopewell Middle School	0 to 2 students
Cambridge High School	1 to 4 students
TOTAL	2 to 10 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 2 – 10 school age children. Numbers provided by Fulton County Schools show that all three (3) schools have capacity.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

- a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent and nearby properties. The requested zoning, DT-LW, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use Live Work'. The property is surrounded by a mix of uses, with commercial uses on the adjacent properties to the north and south and single-family residential use to the west. The property to the south is an auto repair shop, which includes a 25' buffer between the auto repair shop and the applicant's property.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are developed with a mix of residential and commercial uses. The property to the south is an auto repair shop, which includes a 25' buffer between the auto repair shop and the applicant's property.

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

Response: The proposal should not have significant impacts on the natural environment. A tree save area is depicted at the rear of the proposed development.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under one of the Downtown zoning districts. The requested zoning, DT-LW, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use Live Work'.

- e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The proposal would not place an excessive burden on public facilities and services. The request would increase demand on schools and parks.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under one of the Downtown zoning districts. The

requested zoning, DT-LW, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use Live Work'.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The request should not negatively impact public health, safety or welfare. The proposed zoning is consistent with the future land use designation of the property.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under one of the Downtown zoning districts. The requested zoning, DT-LW, is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use Live Work'.

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 'Mixed Use Live-Work', which allows the proposed single-family detached subdivision.

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 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 proposed side setback reduction would accommodate a zero-lot line product with a side courtyard. When accounting for the entire side courtyard, the average side setback separation between structures is nearly ten-feet (10').

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

Response: The proposed side setback reduction would accommodate a zero-lot line product with a side courtyard. When accounting for the entire side courtyard, the average side setback separation between structures is nearly ten-feet (10').

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

Response: The proposed side setback reduction would accommodate a zero-lot line product with a side courtyard. When accounting for the entire side courtyard, the average side setback separation between structures is nearly ten-feet (10').

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: Approval of the variance should not cause substantial detriment to the public good. When accounting for the entire side courtyard, the average side setback separation between structures is nearly ten-feet (10').

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that the request for rezoning and variance does not conflict with the established review criteria. The zoning proposal is consistent with the vision of the Downtown Master Plan and comprehensive land use plan designation of the property. Approval of the variance should not cause substantial detriment to the public good.

CITIZEN PARTICIPATION PLAN

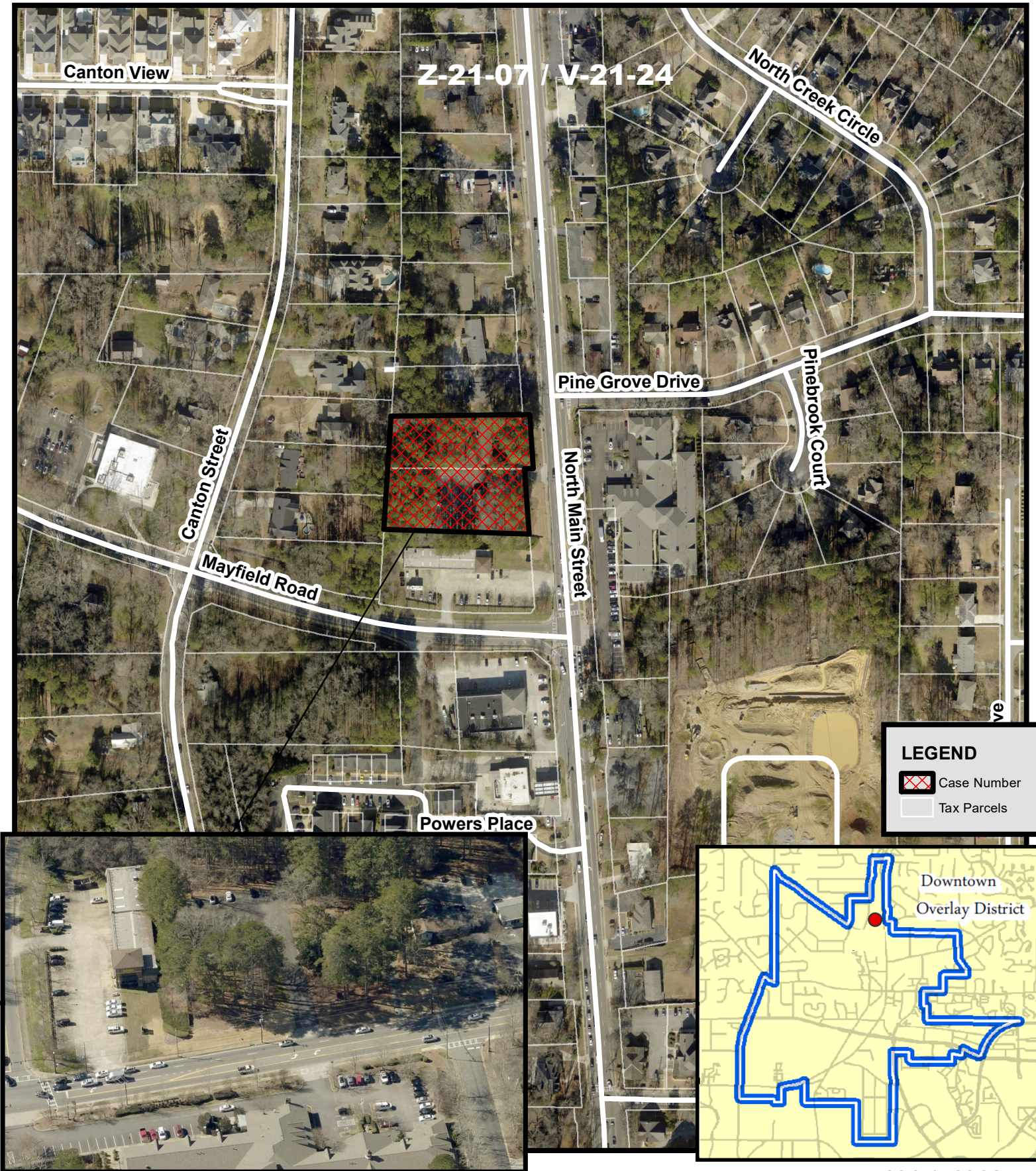
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on August 11, 2021. There were no public comments.

IV. ATTACHMENTS:

- Site Plan
- Renderings



Aerial Map
236 & 244 North Main Street

Z-21-07/V-21-24

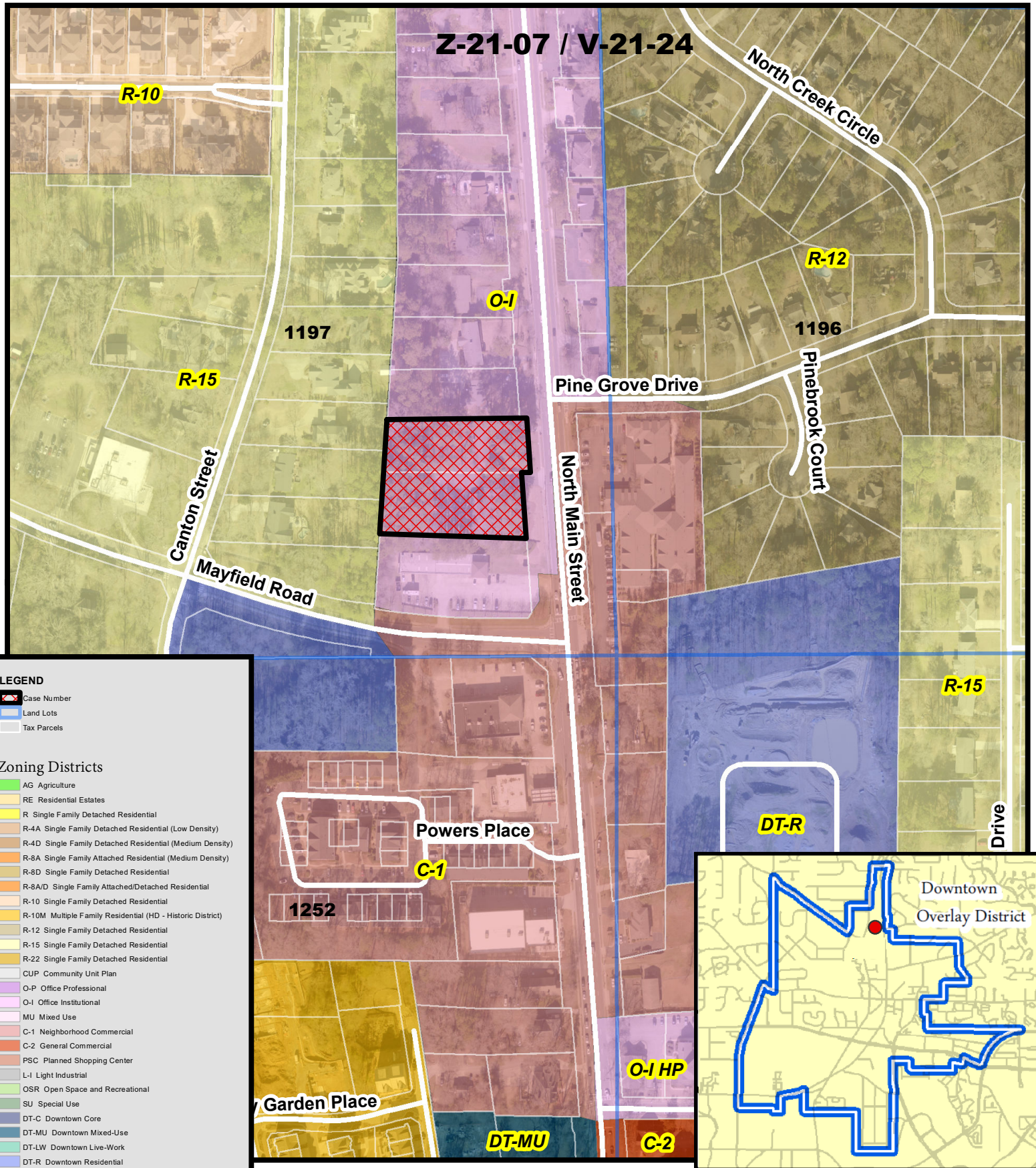
D/LL: 2/2/1197

PC: 9/2/21

CC: 9/27/21



Location Map Provided by:
Community Development - GIS



Zoning Map 236 & 244 North Main Street

Z-21-07/V-21-24

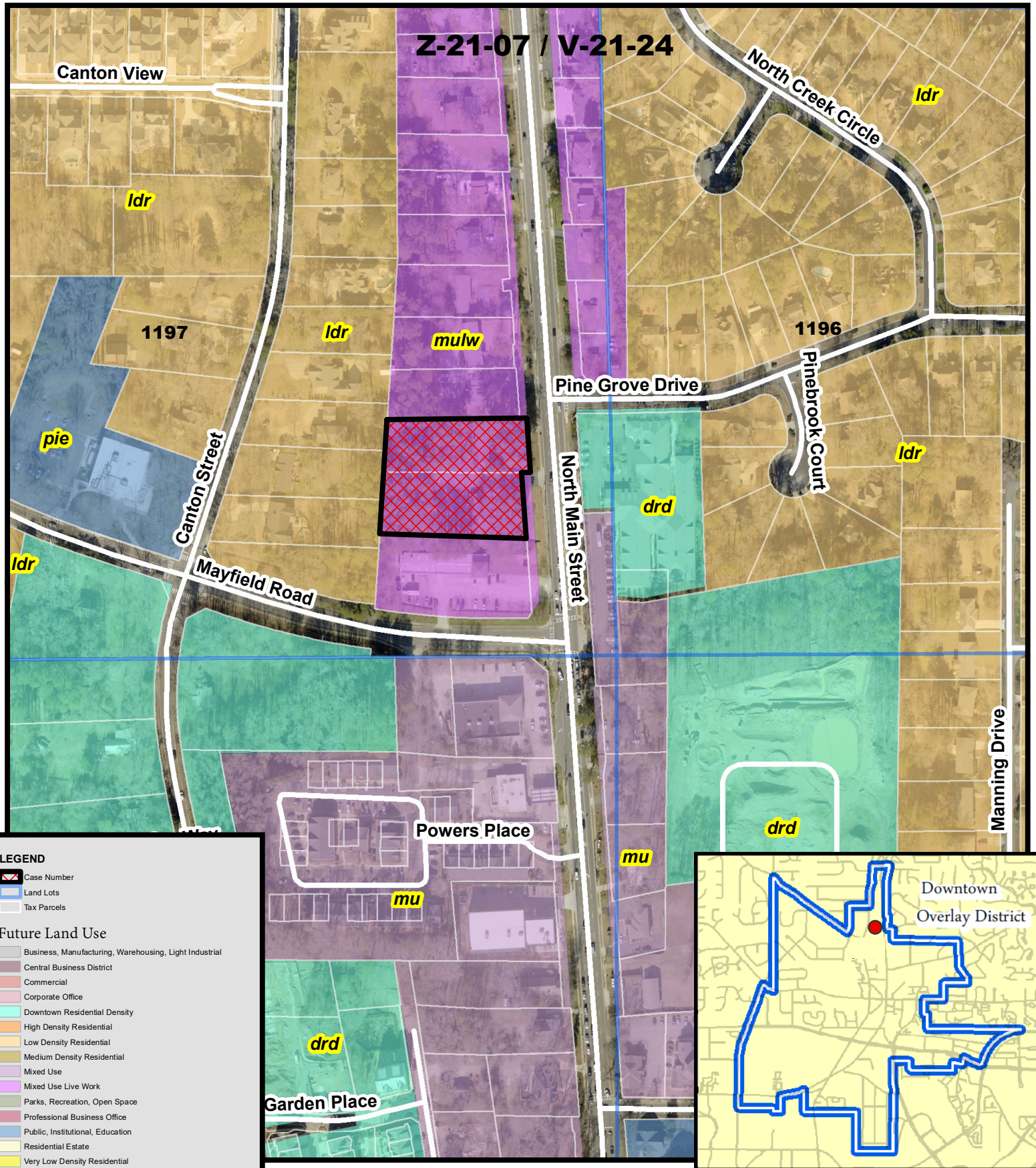
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PC: 9/2/21

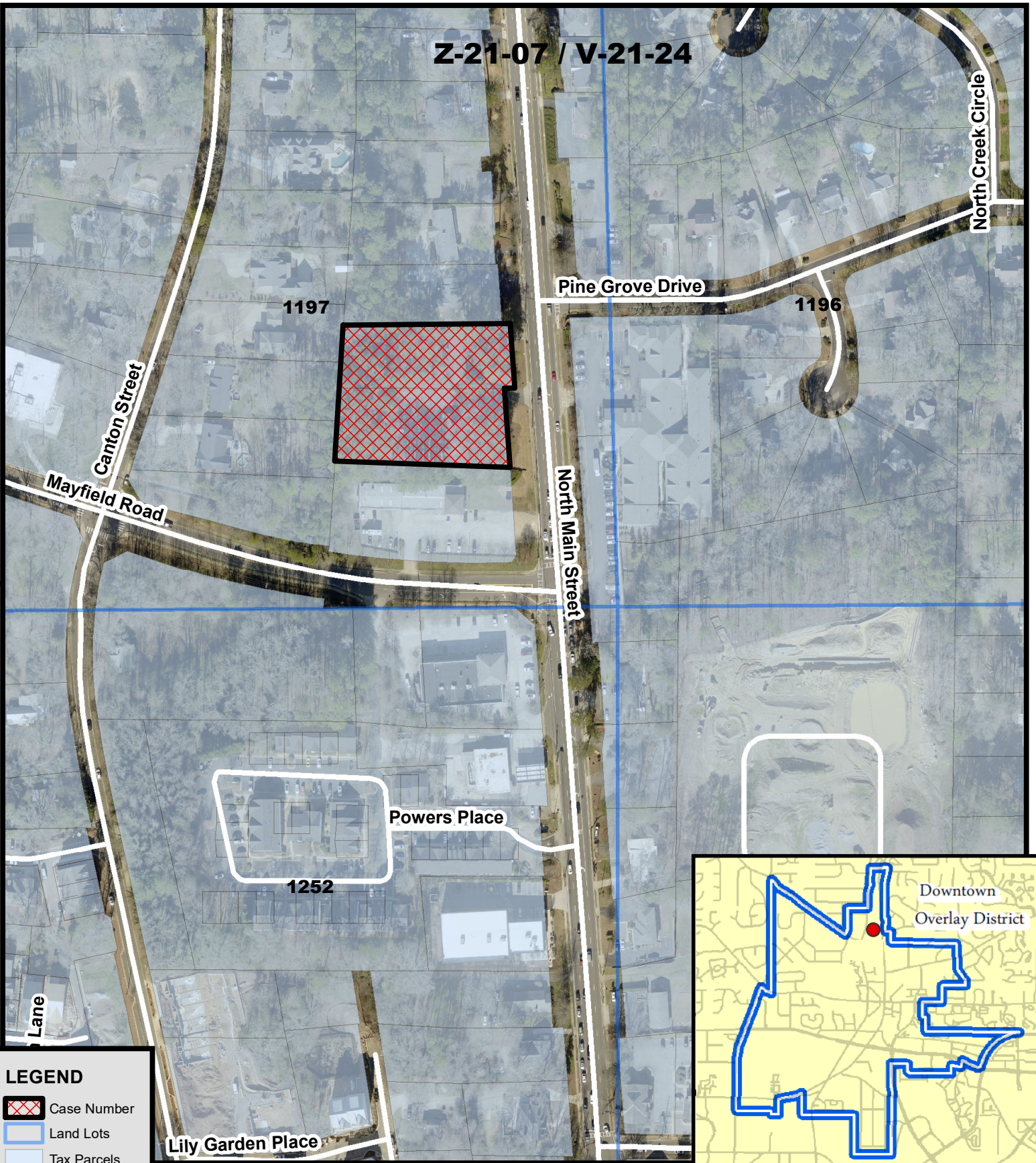
CC: 9/27/21



**Location Map Provided by:
Community Development - GIS**



Z-21-07 / V-21-24



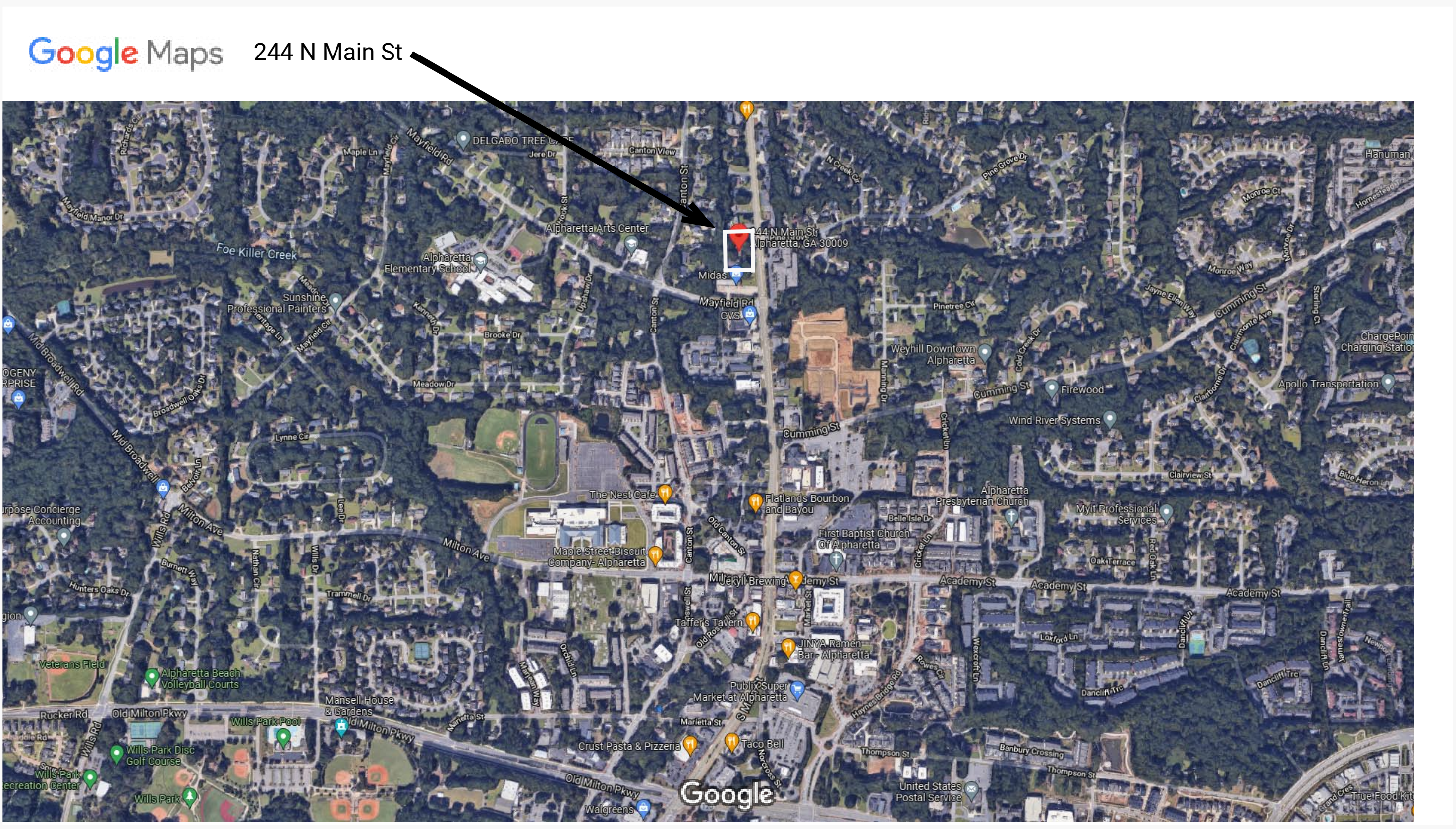
Location Map Provided by:
Community Development - GIS

SITE PLAN



ALPHA AT MAIN ALPHARETTA, GEORGIA

archetype
design



ALPHA AT MAIN
ALPHARETTA, GEORGIA

SITE PLAN



ALPHA AT MAIN ALPHARETTA, GEORGIA

archetype
design



ALPHA AT MAIN

ALPHARETTA, GEORGIA

archetype
design



ALPHA AT MAIN

ALPHARETTA, GEORGIA

archetype
design



ALPHA AT MAIN
ALPHARETTA, GEORGIA



ALPHA AT MAIN
ALPHARETTA, GEORGIA

ROOFTOP AMENITY



ALPHA AT MAIN ALPHARETTA, GEORGIA

archetype
design



ALPHA AT MAIN
ALPHARETTA, GEORGIA



ALPHA AT MAIN
ALPHARETTA, GEORGIA



ALPHA AT MAIN
ALPHARETTA, GEORGIA



ALPHA AT MAIN
ALPHARETTA, GEORGIA

archetype
design

PRIVATE COURTYARD



ALPHA AT MAIN
ALPHARETTA, GEORGIA

archetype
design

**Main Street Courtyard Villas Design Description****08/23/2021**

This Applicant proposes the combination of two existing O-I zoned properties which are located at 236 & 244 N. Main Street in Downtown Alpharetta, Georgia into a single residential development- proposed to be rezoned DT-LW (Downtown Live-Work).

The applicant proposes Five (5) Villas which front North Main Street and Six (6) additional Villas which front an interior alley within the development for a total of Eleven (11) units or 6.8 units/ acre (8 units/ acre allowable).

The Main Street facing homes are envisioned to embrace the walkable nature of the community by fronting the new 14' active sidewalk with front porticos and courtyard areas. The Applicant intends to create a hospitable atmosphere at the sidewalk level for entertaining and direct interaction between the new residents and the pedestrian connections outside their front doors. To achieve this emphasis on pedestrian activity the Applicant proposes to reduce the number of curb cuts from two to one and will provide vehicular access to all eleven villas via a rear alley. From the rear alley cars will access garages via driveways and pedestrians will walk through an exterior wooden gate into private, open to the sky courtyards, to enter each home.

Main Street Facing façade theme is to be Greek Revival and will share material and detailing elements with the Alley facing units. Below is a description of the Style and Materials the Applicant is proposing:

Architectural Style: Greek Revival

- Symmetrical front façade elements with offset doors.
- Front Entry porches
- Cornices supported with trim
- Gabled roof

Materials: Varies

- Brick (painted & unpainted)
- Painted Plank siding
- Stone
- Painted Panel siding with battens
- Painted Board and Batten Siding
- Painted Trim
- Painted Metal Railings
- Roof: Architectural Shingles with Metal roof accents
- Metal Gutters and downspouts



ALPHA AT MAIN
ALPHARETTA, GEORGIA

INSPIRATION IMAGES



MAIN STREET FRONTING COURTYARD HOME:

FOR INSPIRATION WE LOOKED AT A HIGH QUALITY TOWNHOME DEVELOPMENT IN FLORIDA. WE LIKE THE INTERACTION BETWEEN INDOOR AND OUTDOOR SPACES.

BOTH THE ROOFTOP PATIO AND COURTYARD POOL AREA ARE INVISONED TO COMPLIMENT AND EXPAND OUR INTERIOR SPACES.

CLEAN LINES, TALL WINDOWS AND MINIMAL ORNAMENT FOR A PLEASING AESTHETIC WHICH WILL COMPLIMENT THE ALPHARETTA DOWNTOWN AREA.



ALPHA AT MAIN
ALPHARETTA, GEORGIA



ALLEY FACING COURTYARD HOME:

THIS IS A TWO STORY COURTYARD HOME WHICH COMPLIMENTS THE LOOK OF THE MAIN STREET FACING UNITS AND FEATURES SPACIOUS INDOOR/ OUTDOOR LIVING OFF THE COMMON SPACE.

CLEAN LINES, TALL WINDOWS AND MINIMAL ORNAMENT FOR A PLEASING AESTHETIC WHICH WILL COMPLIMENT THE ALPHARETTA DOWNTOWN AREA.

- BRICK • SIDING • STUCCO • STONE
- ARCHITECTURAL SHINGLES W/ METAL ROOF ACCENTS
- PAINTED METAL RAILINGS, GUTTERS & DOWNSPOUTS



• GREEK REVIVAL •

**Main Street Courtyard Villas Design Description****08/23/2021**

This Applicant proposes the combination of two existing O-I zoned properties which are located at 236 & 244 N. Main Street in Downtown Alpharetta, Georgia into a single residential development- proposed to be rezoned DT-LW (Downtown Live-Work).

The applicant proposes Five (5) Villas which front North Main Street and Six (6) additional Villas which front an interior alley within the development for a total of Eleven (11) units or 6.8 units/ acre (8 units/ acre allowable).

The Main Street facing homes are envisioned to embrace the walkable nature of the community by fronting the new 14' active sidewalk with front porticos and courtyard areas. The Applicant intends to create a hospitable atmosphere at the sidewalk level for entertaining and direct interaction between the new residents and the pedestrian connections outside their front doors. To achieve this emphasis on pedestrian activity the Applicant proposes to reduce the number of curb cuts from two to one and will provide vehicular access to all eleven villas via a rear alley. From the rear alley cars will access garages via driveways and pedestrians will walk through an exterior wooden gate into private, open to the sky courtyards, to enter each home.

Main Street Facing façade theme is to be Greek Revival and will share material and detailing elements with the Alley facing units. Below is a description of the Style and Materials the Applicant is proposing:

Architectural Style: Greek Revival

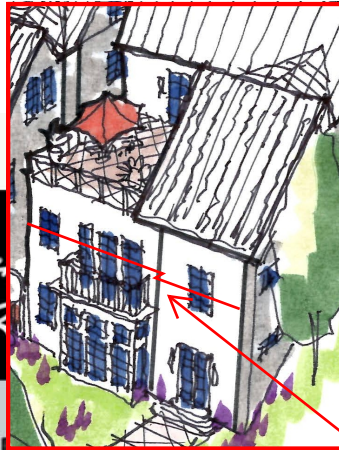
- Symmetrical front façade elements with offset doors.
- Front Entry porches
- Cornices supported with trim
- Gabled roof

Materials: Varies

- Brick (painted & unpainted)
- Painted Plank siding
- Stone
- Painted Panel siding with battens
- Painted Board and Batten Siding
- Painted Trim
- Painted Metal Railings
- Roof: Architectural Shingles with Metal roof accents
- Metal Gutters and downspouts

• BRICK • SIDING
• ARCHITECTURAL SH
• PAINTED METAL R

STONE
METAL ROOF ACCENTS
STERS + DOWNSPOUTS



SHED ROOF ELEMENT
NEEDS TO RESOLVE AT THE
FACADE, AND RELATE TO
THE BUILDING MASS BELOW.
A BREAK IN THE FRONT
PLANE OF THE FACADE WILL
FACILITATE THIS CONDITION



• GREEK REVIVAL •



COMMUNITY DEVELOPMENT
COMMUNITY ZONING INFORMATION MEETING
AUGUST 11, 2021
ZOOM
6:00 PM

I. Staff Present

- a. Kathi Cook
- b. Michael Woodman
- c. Ben Kern
- d. Lauren Shapiro

II. Total Participants (including Staff): 19

III. MP-21-01 / V-21-04 The Bailey / Northwinds

IV. Z-21-07 / V-21-24 236 & 244 North Main Street

a. Applicant Presentation: Don Rolader & Brooks Hall

- i. Rezoning from O-I to DTLW to construct 11 detached single-family homes
- ii. Variance to reduce required distance between homes from 10 feet to 6 feet
- iii. Homes will front North Main Street and have a courtyard with a plunge pool or fountain.
- iv. There will be a tree save at the rear of the property to add a buffer and provide screening.
- v. The streetscape on Main Street sits lower than the rest of the site, so the Applicant will use the front row of homes to retain dirt and make the street level wider. This will create more of a front yard, and there will not be a large drop off down to the sidewalk.

b. Public Comment

- i. There were no public comments or questions for this item.

V. There were no chat comments for this CZIM.

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: 236/244 N. Main Street

Contact Name: Don Rolader Telephone: 770-442-0330

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.

Applicant has had no contact from property owners other than one property owner who provided a change of address, but had no comments.

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.* Sample Attached

- | | |
|--|---|
| ☒ 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.

List Attached

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: _____

Don A. Rolader

Date: _____

8-16-2021

Print Form

Alpha at Main, LLC
4828 Ashford Dunwoody Road
Suite 400
Atlanta, GA 30338

August 12, 2021

Property Owner

RE: RZ-21-07 236 & 244 N. Main Street REVISED NOTICE LETTER

Dear Property Owner:

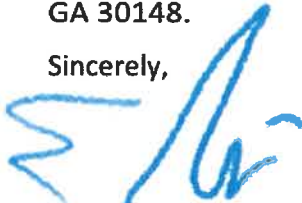
Please allow this letter to serve as public notice for a Rezoning request from O-I to DT-LW for the construction of single family homes at 236/244 N. Main Street, Alpharetta, GA. The property is presently zoned O-I for office use. Your property is located within 500 feet of the property line of the project, according to City Records, so I am notifying you of this application. This Application also includes one Variance Request to reduce the distance between buildings from 10 feet to 6 feet.

The Community Zoning Information Meeting (CZIM) for this request will be held on August 11, 2021 at 6:00 p.m. via Zoom. The link to the meeting is <https://zoom.us/j/7301636794>. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the Planning Commission on Thursday, September 2, 2021 at 6:30 PM and City Council on Monday, September 27, 2021 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 our representative, Don Rolader, at your convenience. He can be reached at 770-442-0330, by email at don@roladerandrolader.com or by mail at P.O. Box 277, Marble Hill, GA 30148.

Sincerely,



Al Livnat

cc: Don Rolader

Joseph & Kimberly Roddy
284 Canton Street
Alpharetta, GA 30004-1339

Michael & Susan Marie Lipscomb
233 Canton St
Alpharetta, GA 30009

Mayfield LLC
11785 Northfall Ln. Ste 501
Alpharetta, GA 30009

Madanjit & Madhu Oberoi
205 West Smoketree Ter
Alpharetta, GA 30005

Sergey & Anna M Gustalova
821 Pinebrook Ct.
Alpharetta, GA 30009

Beth McKee
801 Pinebrook Ct.
Alpharetta, GA 30004

Crispina Ramirez
261 N. Main St.
Alpharetta, GA 30004

SNH AL Georgia LLC
255 Washington St.
Newton, MA 2458

Nancy & William Smith
283 Canton St.
Alpharetta, GA 30009

City of Alpharetta
2 South Main St.
Alpharetta, GA 30004

High River Properties LLC
7917 Sonata Bay Point
Lake Worth, FL 33467-7067

Harman Dempsey Properties LLC
114 Powers Place
Alpharetta, GA 30009-8358

Amber N Cole
801 Pinebrook Ct.
Alpharetta, GA 30004

Susan Ingram
801 Pinebrook Ct.
Alpharetta, GA 30004

Estate of Sarah Manning
40 Cumming St.
Alpharetta, GA 30004

Kathryn Williams
212 Canton St.
Alpharetta, GA 30004

Michael & Rhonda Chaloux
273 Canton St.
Alpharetta, GA 30009

Max Auto Real Estate LLC
1101 Monroe St.
Toledo, OH 43604

Lorven Properties LLC
1125 Goldenrod Lane
Suwanee, GA 30024

Justin Hershoran
831 Pinebrook Ct.
Alpharetta, GA 30004

David C Walden
801 Pinebrook Ct.
Alpharetta, GA 30004

Connie J & Gary Ross
3031 Westside Ct
Alpharetta, GA 30004

Phillips Alpharetta LLC
830 Kennesaw Ave NW
Marietta, GA 30060

John & Virginia Burgess
255 Canton St.
Alpharetta, GA 30009

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CMP Properties LLC

254 N. Main St.

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Richard & Rene Watson

243 Canton St

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1012 Pine Grove dr

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**Main Street Commons Office Park
Owners Assn**

1102 Abby Ct

Alpharetta, GA 30004

Lower Latigo Group LLC

244 N. Main St

Alpharetta, GA 30009

Stonewalk Mayfield Corners LLC

660 Glenover Dr.

Alpharetta, GA 30004

Robert Solley

1105 Powers Plave

Alpharetta, GA 30004

Christopher Ordway

3020 Westside Ct

Alpharetta, GA 30004

APPLICANT'S MARKUP TO CONDITIONS

BLUE = APPLICANT'S REQUESTED CHANGES

RED = PLANNING COMMISSION CHANGES

Approve Z-21-07/V-21-24 ALPHA AT MAIN/236 & 244 NORTH MAIN STREET, subject to the following conditions:

1. Approximately 1.61 acres shall be zoned DT-LW and developed substantially similar to site plan prepared by Paradigm, revised 8/11/2021, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Architecture and materials shall be developed substantially similar to the submitted renderings, except for modifications required to comply with comments by the Downtown Consultant and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. All homes shall have 4-sided architecture, materials and details. Homes fronting North Main Street shall be **primarily** brick.
3. Side setback separation between structures shall be no less than 6', as depicted on the site plan prepared by Paradigm, revised 8/11/2021.
4. Homes along North Main Street shall have a front yard defined by a decorative front courtyard, as depicted on the submitted rendering, with final approval by Staff. Courtyards ~~shall not may~~ encroach into the required 10' landscape strip, as approved by Staff.
5. Landscape strip along North Main Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements, as approved by Staff.
6. Project entrance shall include a decorative paver apron, landscaping, ~~and low wall~~ **paver entry subject to GDOT approval.**
7. Amenity areas shall be developed with decorative landscape, hardscape, low walls and seating, where appropriate, with final approval by Staff. Landscape shall include plant selections promoting the historic Downtown.
8. Creeping vines shall be planted to cover retaining and low walls.
9. Developer shall save trees as depicted on the site plan prepared by Paradigm, revised 8/11/2021.
10. 5' landscape strips along the north and south property lines shall be planted with evergreens, except for units 5 and 6 where the courtyard meets the property line.
11. A 10' landscape strip, heavily planted where sparse, shall be required along the western property line, as approved by Staff.
12. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
13. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
14. Stormwater management facilities may be placed underground within the proposed private alley, with final approval by Staff. Facilities shall be indicated on the recorded plat, clearly describing the underground facilities, their function, purpose, ownership, and granting access for inspection, maintenance and repair rights to the HOA and the City of Alpharetta. These facilities and associated maintenance responsibilities shall also be included in the recorded covenants with all costs to be borne by the HOA and Homeowners of the subdivision.
15. Garbage pickup shall be from the alley.
16. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: Z-21-07 / V-21-24

PH #: PHA210034

☐ Property Taxes & Code Violations Verified

☒ Fee Paid Initial: PC

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: W. Barry Dunlop

Telephone: 770-605-6030

Address: 7 Dunwoody Park

Suite: 115

City: Atlanta

State: GA

Zip: 30076

Fax: _____

Mobile Tel: 770-605-6030

Email: bdunlop@paradigmeng.net

Subject Property Information:

Address: 244 & 236 North Main St

Current Zoning: I-O

District: 1

Section: 2

Land Lot: 1197

Parcel ID: 22-4814-1197-0656 & 0847

Proposed Zoning: DT-LW

Current Use: Office

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

11 detached or semi-attached single family homes

Applicant's Request (Please itemize the proposal):

To rezone 244 & 236 North Main Street from O-I to DT-LW for the purpose of creating 11 detached or semi-attached single family homes

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

The existing office development on the property would be removed. This proposal would facilitate the development of 11 detached or semi-attached single family homes. 5 of those homes would front North Main Street. A private street and alley would be created to access the 6 units in the rear of the property.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Applicant has proposed a unique detached home product. Due to the design (side courtyards), the distance between homes needs to be reduced from 10' to 6' to allow for the attractive side courtyard concept.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

The Zoning Code permits zero lot lines but requires a 10' separation between buildings. The ordinance did not contemplate side courtyard designs. Applying the 10' setback creates a hardship in design and appearance of the houses, and unnecessarily reduces the number of homes to be built on the property, which is in the downtown overlay. The fire separation and percentages of openings between homes will comply with the Fire Code. That overlay calls for denser housing near downtown.

Are there conditions that are peculiar to the subject property? Please describe them in detail.

The property is being "downzoned" from OI to DT-LW to provide attractive intown housing. The side courtyard concept is new in the City, and the existing ordinance does not allow full utilization of that concept.

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.

Approval of the Variance will allow the development of a new housing concept without any negative impact on surrounding property owners. Approval will cause no detriment to the public good nor will it impair the purpose and intent of the Zoning Code. This new subdivision design will enhance the appearance of the immediate area and may serve to increase the values of nearby properties.

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.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Calvin DuBose

Telephone: 770-330-4268

Address: 11930 Big Canoe

Suite: _____

City Jasper

State: GA

Zip: 30143

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: W. Barry Dunlop

Telephone: (770)605-6030

Address: 7 Dunwoody Park

Suite: 115

City Atlanta

State: GA

Zip: 30076

So Sworn and Attested:

Owner Signature: _____

Date: 6-28-2021

Notary:

Notary Signature: _____



Date: 6/28/21

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: W. Barry Dunlop

Subject Public Hearing Case: 244 & 236 North Main St.

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: None 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: 6/30/2021

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed development property has O-I zoning on both sides fronting North Main. The proposed development will be residential focused, but with the dense characteristics of Downtown residences. This will be a compatible use adjacent to the O-I zoning. The proposed development property back to R-15 property. The proposed development is set back further than the minimum setback to add additional landscape buffer to the rear residential property.

How will this proposal affect the use and value of the surrounding properties?

Due to the proposed development, surrounding properties should see an increase in property value.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

The property could be redeveloped as an office or institutional use. If the property were to be redeveloped in the O-I category, the potential building could be larger, taller with a larger amount of traffic.

What would be the increase to population and traffic if the proposal were approved?

The proposed residential units will replace an office use. The increase in population and traffic is limited and should not effect the surrounding areas.

What would be the impact to schools and utilities if the proposal were approved?

This development will replace office development with 11 residential homes. There is a possibility for school additions and utility needs for these residences, but the amount of residences is minimal and should not generate a negative impact on those needs.

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

The Future Land Use Plan designates this property as MULW which is Mixed Use Live Work. The proposed DT-LW is compatible with the Future Land Use.

Are there existing or changing conditions which affect the development of the property and support the proposed request?

The Georgia DOT is currently improving North Main St along the frontage of this property. Additional ROW has been dedicated for the widening of the travel lanes and an expanded sidewalk. This development will be compatible with the ROW improvements.

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: 244 & 236 North Main Street

Contact Name: W. Barry Dunlop Telephone: 770-605-6030

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

BURGESS JOHN R SR & BURGESS VIRGINIA P

255 CANTON ST

CMP PROPERTIES LLC

254 N MAIN ST

WATSON RICHARD A & WATSON RENE O

243 CANTON ST

LIPSCOMB MICHAEL K & SUSAN MARIE

233 CANTON ST

MAX AUTO REAL ESTATE LLC

1101 MONROE ST

HUDSON ZACHERY CLEMETH & JENNY ROGERS

253 CANTON ST

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.*

☒

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.

Questions & Concerns can be presented through mail, email, or CZIM

Joseph & Kimberly Roddy
284 Canton Street
Alpharetta, GA 30004-1339

Michael & Susan Marie Lipscomb
233 Canton St
Alpharetta, GA 30009

Mayfield LLC
11785 Northfall Ln. Ste 501
Alpharetta, GA 30009

Madanjit & Madhu Oberoi
205 West Smoketree Ter
Alpharetta, GA 30005

Sergey & Anna M Gustalova
821 Pinebrook Ct.
Alpharetta, GA 30009

Beth McKee
801 Pinebrook Ct.
Alpharetta, GA 30004

Crispina Ramirez
261 N. Main St.
Alpharetta, GA 30004

SNH AL Georgia LLC
255 Washington St.
Newton, MA 2458

Nancy & William Smith
283 Canton St.
Alpharetta, GA 30009

City of Alpharetta
2 South Main St.
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High River Properties LLC
7917 Sonata Bay Point
Lake Worth, FL 33467-7067

Harman Dempsey Properties LLC
114 Powers Place
Alpharetta, GA 30009-8358

Amber N Cole
801 Pinebrook Ct.
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Susan Ingram
801 Pinebrook Ct.
Alpharetta, GA 30004

Estate of Sarah Manning
40 Cumming St.
Alpharetta, GA 30004

Kathryn Williams
212 Canton St.
Alpharetta, GA 30004

Michael & Rhonda Chaloux
273 Canton St.
Alpharetta, GA 30009

Max Auto Real Estate LLC
1101 Monroe St.
Toledo, OH 43604

Lorven Properties LLC
1125 Goldenrod Lane
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831 Pinebrook Ct.
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David C Walden
801 Pinebrook Ct.
Alpharetta, GA 30004

Connie J & Gary Ross
3031 Westside Ct
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Phillips Alpharetta LLC
830 Kennesaw Ave NW
Marietta, GA 30060

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255 Canton St.
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254 N. Main St.

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Richard & Rene Watson

243 Canton St

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Cole CV Alpharetta LLC

P.O. Box 4900 Dept 604

Scottsdale, AZ 85261-4900

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1160 Alpharetta St.

Roswell, GA 30075

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Alpharetta, GA 30009

Haymeadow Group LLC

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Atlanta, GA 30354

Natalie & Damon Knight

1012 Pine Grove dr

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**Main Street Commons Office Park
Owners Assn**

1102 Abby Ct

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Lower Latigo Group LLC

244 N. Main St

Alpharetta, GA 30009

Stonewalk Mayfield Corners LLC

660 Glenover Dr.

Alpharetta, GA 30004

Robert Solley

1105 Powers Plave

Alpharetta, GA 30004

Christopher Ordway

3020 Westside Ct

Alpharetta, GA 30004

ROLADER & ROLADER, P.C.
ATTORNEYS & COUNSELORS AT LAW
P.O. Box 277
MARBLE HILL, GEORGIA 30148
(770) 442-0330
Physical Address: 200 Foothills Pkwy.
Marble Hill, Georgia 30148
www.roladerandrolader.com

DONALD A. ROLADER
don@roladerandrolader.com

D.W. "Pete" ROLADER
1924 – 2011

August 2, 2021

Mayor and City Council
City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, Georgia 30009

RE: Application of Alpha at Main LLC for Rezoning from OI to DT-LW on 1.61 acres at 236-244 N. Main Street, City of Alpharetta, Fulton County, Georgia (RZ-21-07);
REVISED LETTER OF INTENT

Dear Mayor and Councilpersons:

This firm represents Alpha at Main LLC, the Applicant, which is seeking approval of this Rezoning from OI to DT-LW. This letter shall be construed as the Revised Letter of Intent for this Application, and shall supplement the Letter of Intent filed with the Application, which was dated July 1, 2021. Where it varies from the original Letter of Intent, the contents of this document shall control.

The subject property contains approximately 1.61 acres and is located on the west side of North Main Street. To the north is property zoned OI and used as office buildings. To the east is North Main Street with a mix of uses along the eastern right of way. To the south is property zoned OI and used as an automobile repair facility. To the west are single family residences zoned R-15.

Applicant proposes to rezone the property DT-LW and build 11 *detached* single family homes as shown on the site plan filed with the application. One variance is requested to reduce the distance between structures from 10 feet to 6 feet to allow the side courtyard design concept.

Mayor and City Council
August 2, 2021
Page Two

The impact on the surrounding area will be minimal. The rezoning request is a downzoning of the property from OI to a residential category. The proposed use complies with the downtown overlay district. There will be a minimal increase in traffic. There will be limited impact on schools and there are adequate utilities in place to supply the project. The development will continue quality new housing development in the downtown area. The proposed use is compatible with existing and planned uses in the downtown area.

The granting of this Zoning Application will have no negative impact on adjoining or nearby properties. This development will not unduly tax any City of Alpharetta services, including, but not limited to, fire and police protection, water service and garbage collection. Presently sewer is available through Fulton County. To fail to approve this Application will be of no benefit to the citizens of Alpharetta, Georgia while causing a financial burden upon the property owners and the developer. There is a current demand for high quality new homes in downtown Alpharetta.

Applicant has attached Constitutional Objections to this Letter of Intent, and incorporates them herein by reference.

Property Owner/Applicant respectfully requests that the Mayor and City Council approve this Application for Rezoning to allow the use of the property as indicated on the site plan.

Very truly yours,

ROLADER & ROLADER, P.C.



Donald A. Rolader

DAR/ddf

CONSTITUTIONAL OBJECTIONS

Georgia Law and the procedures of the City of Alpharetta require us to raise Federal and State Constitutional objections during the rezoning application process. While the Owner anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the owner will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time:

A denial of the Application would be unconstitutional in that it would destroy the Owner's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Alpharetta, or the Unified Development Code of the City of Alpharetta, to the Subject Property that prohibits the Owner from developing the Subject Property as proposed is unconstitutional, illegal, null and void because such an application constitutes a taking of the Owner's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983 and a violation of the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would also constitute an arbitrary and capricious act by the City of Alpharetta without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the City of Alpharetta to grant the Application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and Owners of similarly situated property in violation of Article I,

Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of the Application that subjects the Subject Property to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the effect of further restricting the Owner's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

In addition, this constitutes formal written notice to City of Alpharetta, pursuant to O.C.G.A. § 36-33-5, that the Owner plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Subject Property by the City of Alpharetta. Such damages may include, but are not necessarily limited to, damages related to the diminution in the value of the Subject Property, attorneys' fees and expenses of litigation.

Accordingly, the Owner respectfully requests that the City of Alpharetta grant the Application as requested.

ROLADER & ROLADER, P.C.

By: 
Donald A. Rolader
Attorney for Owner

P.O. Box 277
Marble hill, GA 30148
770-442-0330

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: _____

Contact Name: _____ Telephone: _____

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.

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 |
| ☐ Email | ☐ Other <i>(Please Specify)</i> _____ |

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: _____

Print Form



Summary

Parcel Number 22 481411970656
Location Address 244 MAIN ST
 ALPHARETTA
Legal Description
Property Class C3 - Commercial Lots
Neighborhood C103
Tax District 10
Zoning OI
Acres 0.7475
Homestead N
Exemptions

[View Map](#)

Owner

Lower Latigo Group LLC

Most Current Owner

Lower Latigo Group LLC
 244 N MAIN ST
 ALPHARETTA GA 30009

Owner Info Last Updated 2/16/2020

Land

Description	Land Type	Land Code	Square Feet	Acres	Price
PRIMARY SITE	S	21	32,560	0.748	349,390

Total Acres:
 0.7475

Total Land-Value:
 349,390

Commercial Improvement Information

Card 1
Building No 01
Structure MIX RES/COM
Units 0
Year Built 1962
Total Sq Footage 1976

Accessory Information

Card 1

Description	Year Built	Area	Grade	Value
PAVING-ASP	1995	2,500		2,710

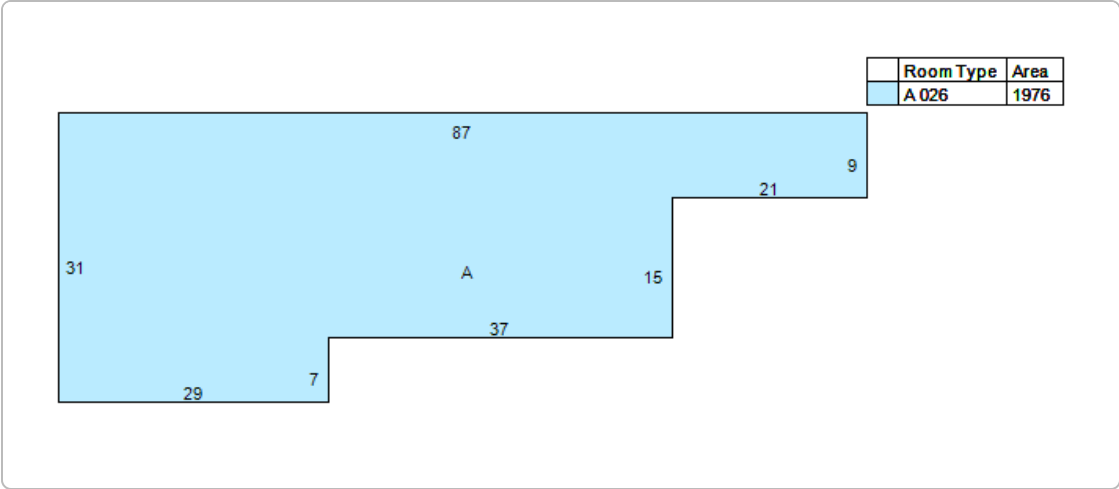
Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Qualification	Sales Validity	Grantee	Grantor	Recording
3/1/2019	\$0		59790	0115	Unqualified	Sale < = 1000	DEPARTMENT OF TRANSPORTATION	LOWER LATIGO GROUP LLC	59790 0115
3/12/2010	\$0		48905	0156	Unqualified	Sale < = 1000	LOWER LATIGO GROUP LLC	DUBOSE, JR. CALVIN	48905 0156
3/11/2010	\$0		48905	0154	Unqualified	Deed of Gift	DUBOSE KAREN MONTEMAYOR	DUBOSE, JR CALVIN	48905 0154
12/18/2006	\$390,000	WD	44202	49	Qualified	Valid Sale	DUBOSE CALVIN JR	ADAMS JOHN D & RUTH B	44202 49
6/15/2004	\$0	QC	38629	00056	Unqualified	Deed of Gift	ADAMS JOHN D & RUTH B	FOXWORTHY INC	38629 00056
8/5/2003	\$0	TD	35688	00199	Unqualified	Sale < = 1000	FOXWORTHY INC	BARRETT JACQUELYN H	35688 00199
2/18/1998	\$0	QC	23961	00350	Unqualified	Sale < = 1000	ADAMS RUTH B & JOHN D	ADAMS RUTH B & JOHN D	23961 00350
2/18/1998	\$268,000	ED	23961	00349	Qualified	Valid Sale	ADAMS RUTH B & JOHN D	ROBERTS ETHEL MRS	23961 00349

Valuation

	2020	2019	2018	2017	2016	2015
LUC	301	301	301	301	301	301
Class	C3	C3	C3	C3	C3	C3
+ Land Value	\$349,400	\$349,400	\$349,400	\$349,400	\$349,400	\$349,400
+ Building Value	\$136,100	\$136,500	\$15,600	\$15,600	\$15,600	\$15,600
= Total Value	\$485,500	\$485,900	\$365,000	\$365,000	\$365,000	\$365,000
Assessed Value	\$194,200	\$194,360	\$146,000	\$146,000	\$146,000	\$146,000

Sketches



Tax Commissioner

Tax Information

No data available for the following modules: Residential Improvement Information, 2018 Assessment Notice.

The Fulton County Board of Assessors makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 7/1/2021, 4:28:22 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.128



Summary

Parcel Number 22 481411970847
Location Address 236 NORTH MAIN ST
 ALPHARETTA
Legal Description
Property Class C3 - Commercial Lots
Neighborhood C103
Tax District 10
Zoning OI
Acres 0.9
Homestead N
Exemptions

[View Map](#)

Owner

Haymeadow Group LLC

Most Current Owner

Haymeadow Group LLC
 244 N MAIN ST
 ALPHARETTA GA 30009 3625

Owner Info Last Updated 2/16/2020

Land

Description	Land Type	Land Code	Square Feet	Acres	Price
PRIMARY SITE	S	21	39,204	0.900	379,890

Total Acres:
 0.9000

Total Land-Value:
 379,890

Commercial Improvement Information

Card	1	Units	0
Building No	01	Year Built	1965
Structure	MIX RES/COM	Total Sq Footage	2242

Accessory Information

Card 1

Description	Year Built	Area	Grade	Value
PAVING-ASP	1965	6,500		7,040

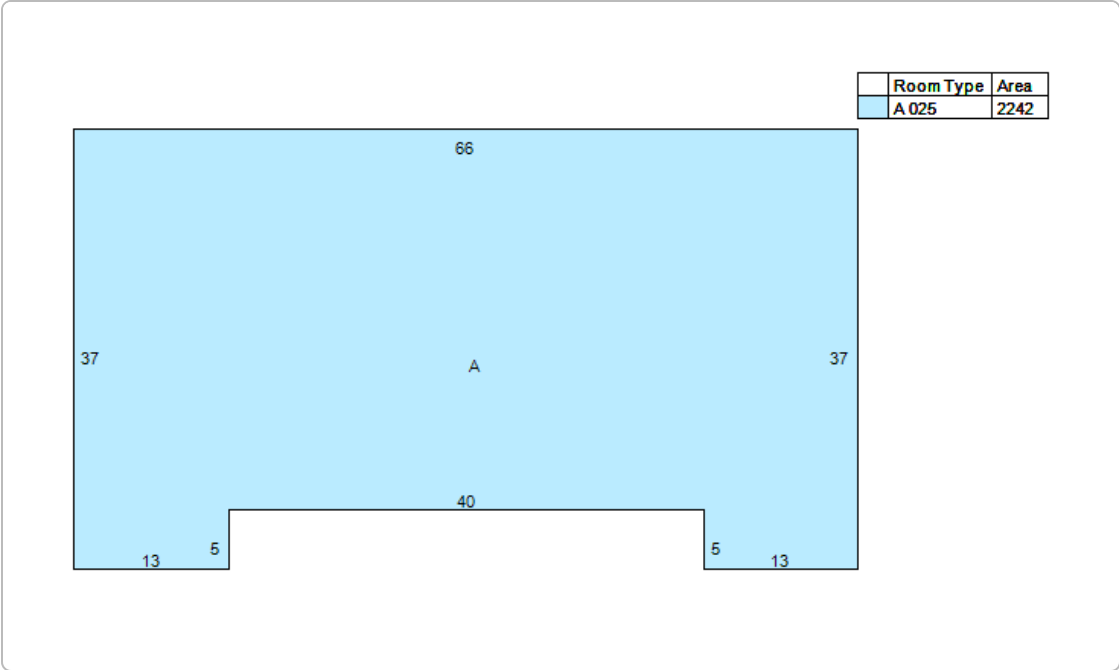
Sales

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Qualification	Sales Validity	Grantee	Grantor	Recording
10/22/2018	\$0		59533	0202	Unqualified	Sale < = 1000	GEORGIA DEPARTMENT OF TRANSPORTATION	HAYMEADOW GROUP LLC	59533 0202
11/4/2009	\$0		48729	0378	Unqualified	Sale < = 1000	HAYMEADOW GROUP LLC	DUBOSE, JR. CALVIN	48729 0378
11/4/2009	\$0		48729	0376	Unqualified	Sale < = 1000	HAYMEADOW GROUP LLC	DUBOSE KAREN M.	48729 0376
11/4/2009	\$0		48729	0374	Unqualified	Deed of Gift	DUBOSE KAREN M	DUBOSE, JR. CALVIN	48729 0374
9/6/1996	\$120,000		21557	00286	Unqualified	To/From Exempt or Utility			21557 00286

Valuation

	2020	2019	2018	2017	2016	2015
LUC	301	301	301	301	301	301
Class	C3	C3	C3	C3	C3	C3
+ Land Value	\$379,900	\$379,900	\$219,200	\$219,200	\$219,200	\$219,200
+ Building Value	\$154,800	\$155,800	\$155,800	\$155,800	\$155,800	\$155,800
= Total Value	\$534,700	\$535,700	\$375,000	\$375,000	\$375,000	\$375,000
Assessed Value	\$213,880	\$214,280	\$150,000	\$150,000	\$150,000	\$150,000

Sketches



Tax Commissioner

Tax Information

No data available for the following modules: Residential Improvement Information, 2018 Assessment Notice.

The Fulton County Board of Assessors makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 7/1/2021, 4:28:22 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.128

244 7 236 North Main St

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 1197 of the 2nd Land District, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the westerly right of way of North Main Street (variable right of way) 237 feet north along said right of way from the intersection with the southerly boundary of Land Lot 1187; thence running South 89 degrees 20 minutes 51 seconds West a distance of 18.47 feet to a point, said point being the TRUE POINT OF BEGINNING; thence running South 89 degrees 20 minutes 51 seconds West a distance of 312.86 feet to a ¾" open top pipe; thence running North 04 degrees 24 minutes 10 seconds East a distance of 72.65 feet to a point; thence running North 04 degrees 25 minutes 49 seconds East a distance of 62.54 feet to a ½" rebar found; thence running North 04 degrees 15 minutes 31 seconds East a distance of 37.55 feet to a ¾" open top pipe; thence running North 10 degrees 03 minutes 08 seconds East a distance of 71.46 feet to a ½" rebar; thence running North 89 degrees 09 minutes 58 seconds East a distance of 260.54 feet to a point on the westerly right of way of North Main Street; thence running along said right of way running South 06 degrees 22 minutes 06 seconds East a distance of 107.24 feet to a point; thence continuing along said right of way running South 06 degrees 10 minutes 56 seconds East a distance of 137.05 feet to a point, said point being the TRUE POINT OF BEGINNING.



July 1, 2021

Michael Woodman
City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 3009

RE: Zoning Application
244 & 236 North Main Street

Dear Michael,

This letter is to state our intent to rezone the property of 244 & 236 North Main from the current zoning district of O-I to DT-LW. The purpose of this rezoning is to allow for the development of 11 detached or semi-attached single-family homes. Please accept the accompanying documents for the zoning package.

Sincerely,

A handwritten signature in blue ink, reading 'W. Barry Dunlop'.

W. Barry Dunlop, P.E.
Owner/Principal

Enclosed Documents:

- Completed Zoning Application
 - Owner Authorization Form
 - Disclosure Form
 - Public Participation Plan
- Zoning Site Plan & Checklist
- Legal Description of Subject Property
- Survey Plat of Subject Property
- Specimen Tree Survey and Arborist Report
- Trip Generation Report

Property Profile for 236 NORTH MAIN ST

Property Tax Information

Tax Year	2021
Parcel ID	22 481411970847
Property Address	236 NORTH MAIN ST
Owner	HAYMEADOW GROUP LLC
Mailing Address	244 N MAIN ST ALPHARETTA GA 30009-3625
Total Appraisal	\$534,700
Improvement Appraisal	\$154,800
Land Appraisal	\$379,900
Assessment	\$213,880
Tax District	10
Land Area	0.9 ac
Property Class	Commercial Lots
Land Use Class	Residential on Commercial Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Donald Mitchell, Ben Burnett, Karen Richard, John Hipes, Jason Binder, Dan Merkel
Voting Precinct	AP07A
Poll Location	Alpharetta Elem School, 192 Mayfield Rd
Congressional District	006
State Senate District	021
State House District	049

School Zones

Elementary School	Alpharetta
Middle School	Hopewell
High School	Cambridge

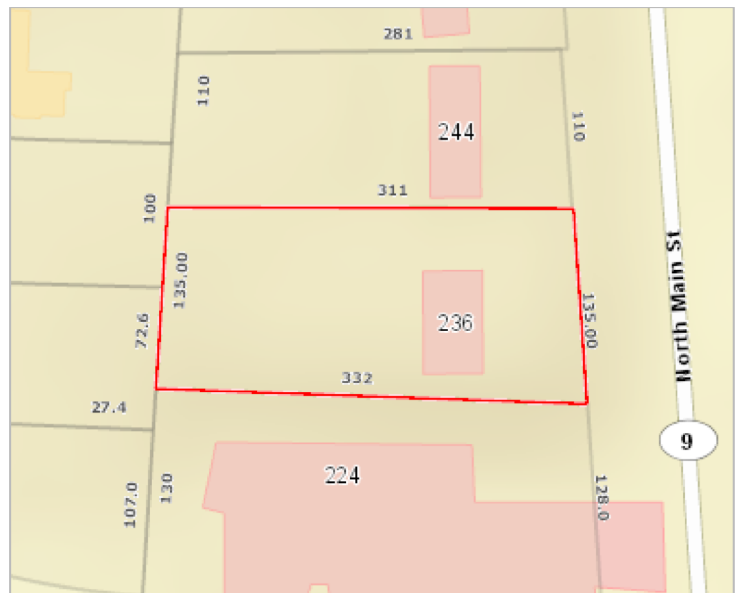
Other Information

Zip Code	30009
Census Tract	116.15
In Less Developed Census Tract	No

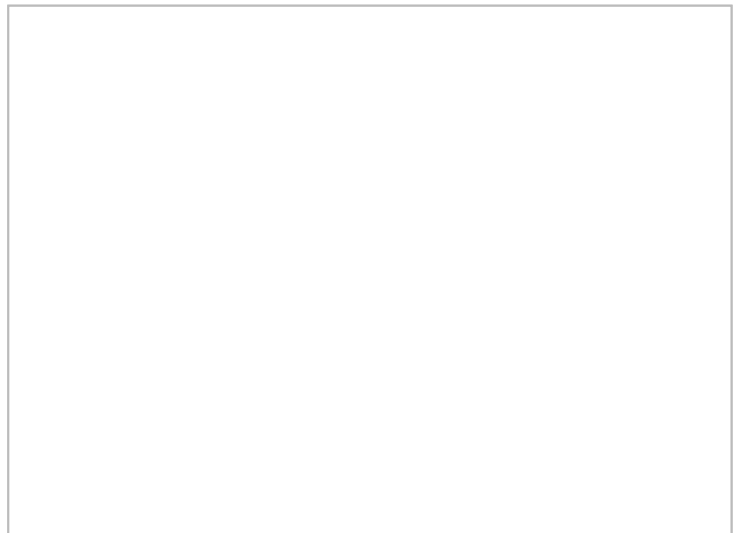
Aerial View



Property Map



Vicinity Map







Memorandum

Date: June 30, 2021

From: Marc R. Acampora, PE

Subject: Trip Generation for Proposed Single Family Residential Subdivision
236 and 244 North Main Street, City of Alpharetta, Georgia

The trip generation was calculated for a proposed single family residential subdivision in the City of Alpharetta, Georgia. The site is located along the west side of North Main Street between Pine Grove Drive and Mayfield Road, as shown in Figure 1.

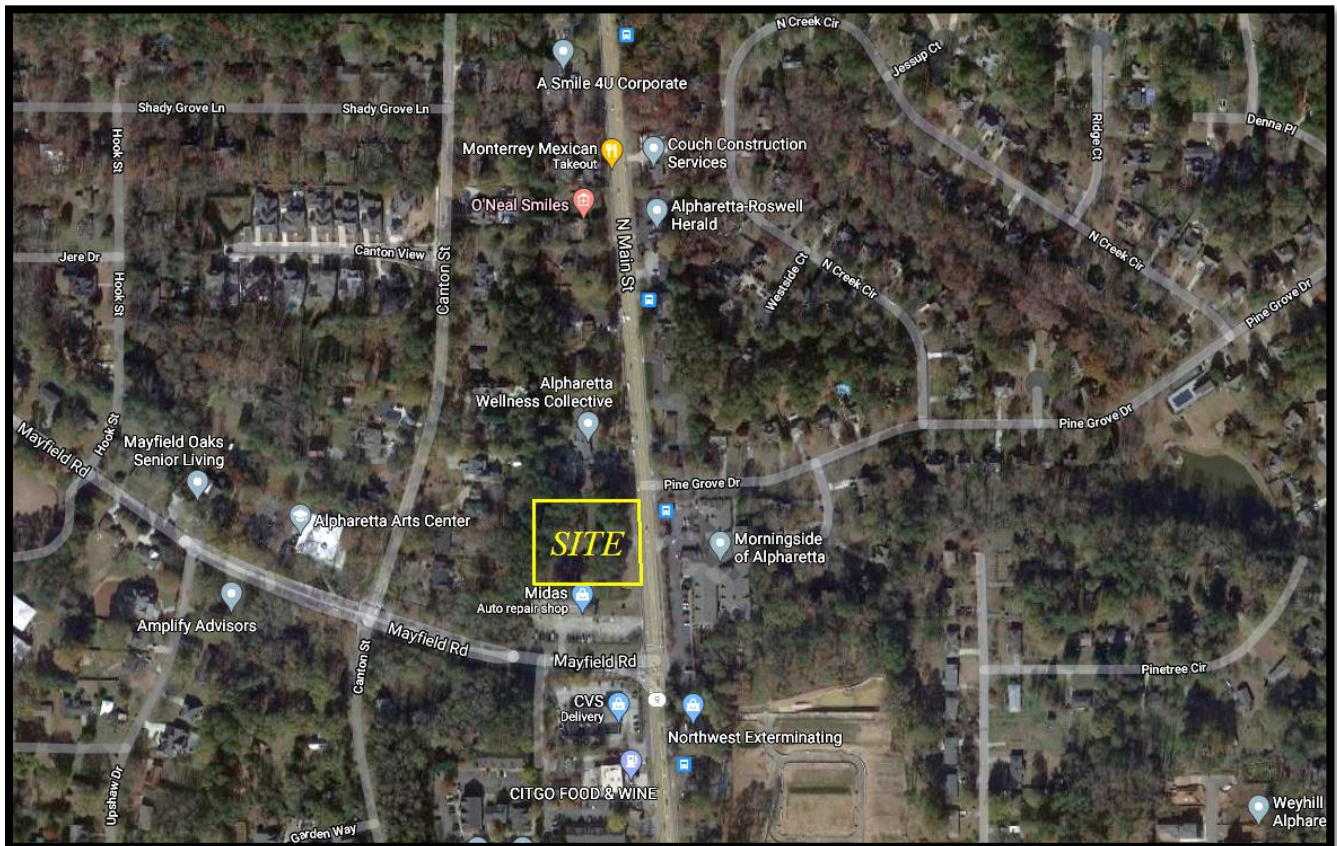


Figure 1 – Site Location Map

The site will be developed with 11 single family homes. Vehicular access will be provided at one full-movement access on North Main Street. The site plan is presented in Figure 2.

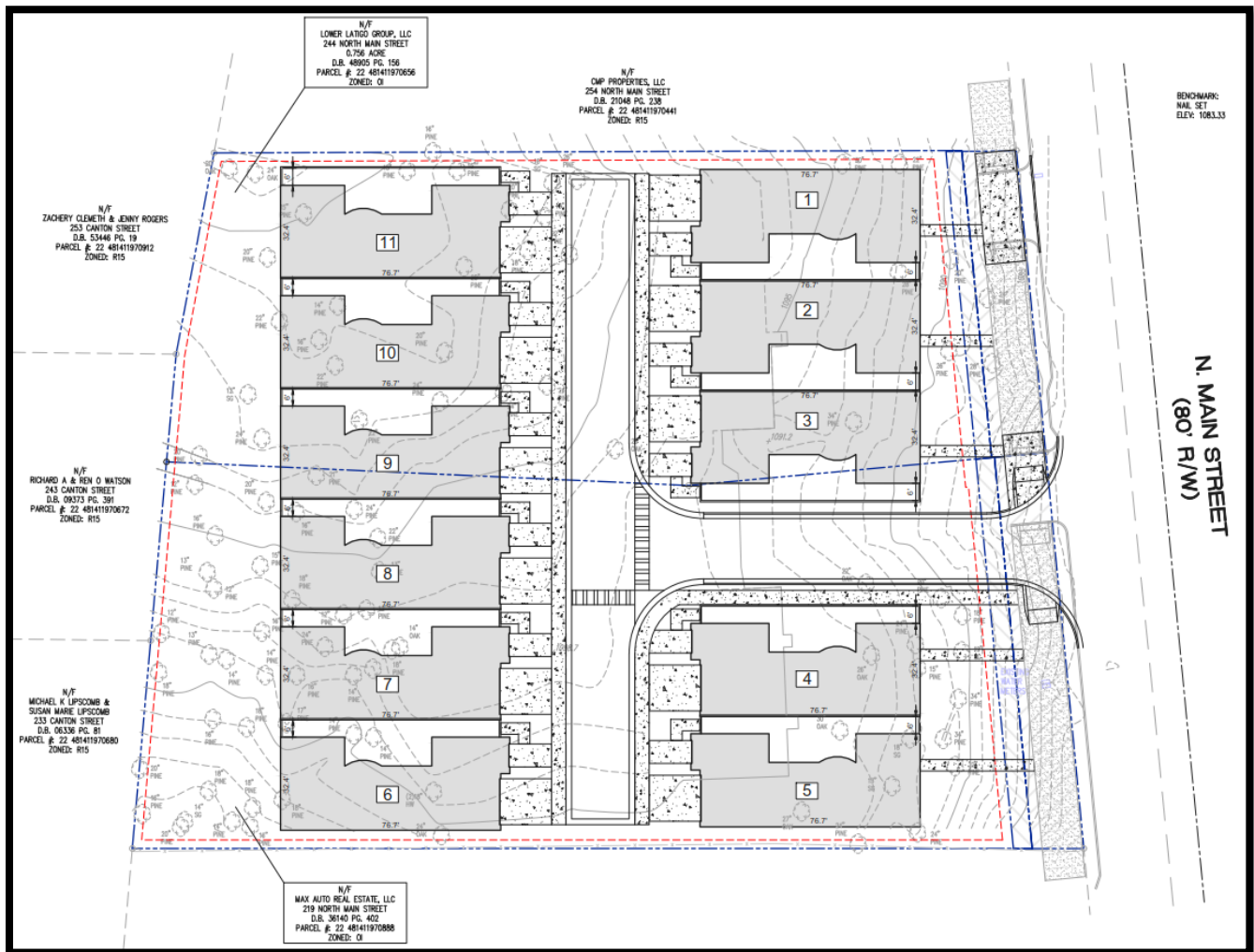


Figure 2 – Site Plan

The volume of traffic that will be generated by the proposed subdivision was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition – with Supplement* (the current edition). ITE Land Use 210 – Single Family Detached Housing was chosen as representative of the project. The trip generation is summarized in Table 1.

Table 1 – 236 and 244 North Main Street Subdivision Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour 2-Way
			In	Out	Total	In	Out	Total	
Single Family Homes	210	11 homes	3	10	13	7	5	12	136

The proposed subdivision will generate 13 a.m. peak hour trips, 12 p.m. peak hour trips, and 136 weekday trips.

The subject site is currently developed with two small office buildings – a 1,100 square foot law office and a 1,100 square foot insurance agent office. These buildings will be removed and replaced by the proposed subdivision. The trip generation of the existing office buildings was calculated in order to determine the net change in trip generation that will occur on this site. ITE Land Use 712 – Small Office Building was used to calculate the trips for the existing uses on the property. The trips from the existing uses on the property and the differences with the proposed subdivision are summarized in Table 2.

Table 2 – 236 and 244 North Main Street Trip Generation Comparison with Existing Uses

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Existing Uses on Property									
Law Office	712	1,100 ft²	2	0	2	1	2	3	18
Insurance Office	712	<u>1,100 ft²</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>18</u>
Total Existing Use Trips	712	2,200 ft²	4	0	4	2	4	6	36
Proposed Use									
Single Family Homes	210	11 homes	3	10	13	7	5	12	136
Difference in Trips			-1	+10	+9	+5	+1	+6	+100

The proposed subdivision will generate 9 additional a.m. peak hour trips, 6 additional p.m. peak hour trips, and 100 additional weekday trips than the existing uses on the property.

Property Profile for 244 MAIN ST

Property Tax Information

Tax Year	2021
Parcel ID	22 481411970656
Property Address	244 MAIN ST
Owner	LOWER LATIGO GROUP LLC
Mailing Address	244 N MAIN ST ALPHARETTA GA 30009
Total Appraisal	\$476,000
Improvement Appraisal	\$136,100
Land Appraisal	\$339,900
Assessment	\$190,400
Tax District	10
Land Area	0.7 ac
Property Class	Commercial Lots
Land Use Class	Residential on Commercial Land
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Political

Municipality	Alpharetta
Commission District	2
Commission Person	Bob Ellis
Council District	LRG
Council Person	Donald Mitchell, Ben Burnett, Karen Richard, John Hipes, Jason Binder, Dan Merkel
Voting Precinct	AP07A
Poll Location	Alpharetta Elem School, 192 Mayfield Rd
Congressional District	006
State Senate District	021
State House District	049

School Zones

Elementary School	Alpharetta
Middle School	Hopewell
High School	Cambridge

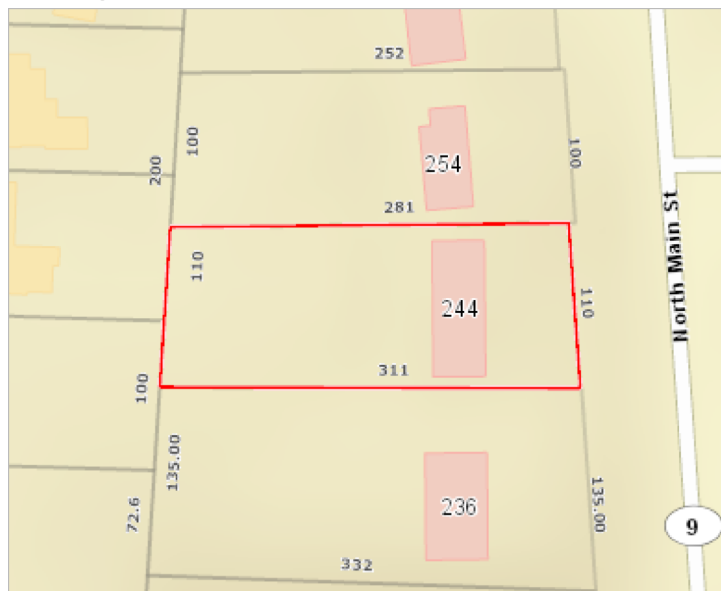
Other Information

Zip Code	30009
Census Tract	116.15
In Less Developed Census Tract	No

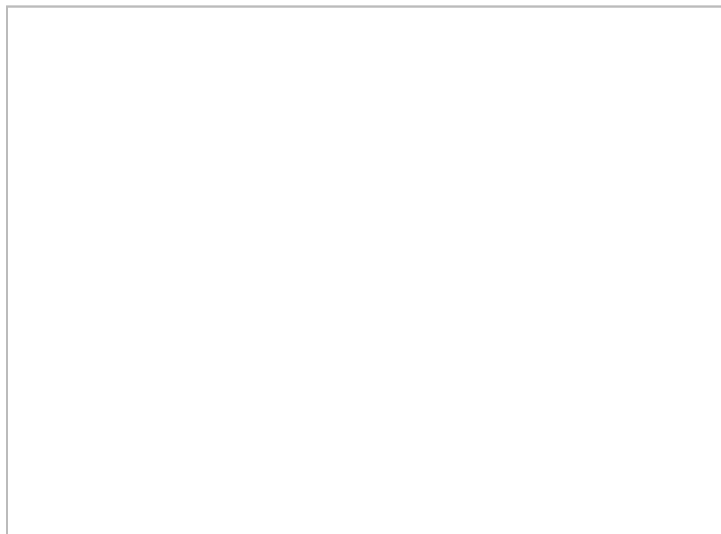
Aerial View



Property Map



Vicinity Map



The field data upon which this plat is based has a closure precision of one foot in 19,735 feet and an angular error of 03: seconds per angle point and was adjusted using the Compass Rule. This plat has been calculated for closure and is found to be accurate within one foot in 108,993 feet.

Equipment used: Topcon GTS-213 Total Station.

FLOOD HAZARD STATEMENT:

THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER THE FIRM FLOOD HAZARD MAP OF FULTON COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13121C 0058 F, DATED 09/18/13

TOTAL AREA:

70,210 sf.

1.612 ACRES

#236 N. MAIN ST.

39,357 sf.

0.904 ACRES

#244 N. MAIN ST.

30,853 sf.

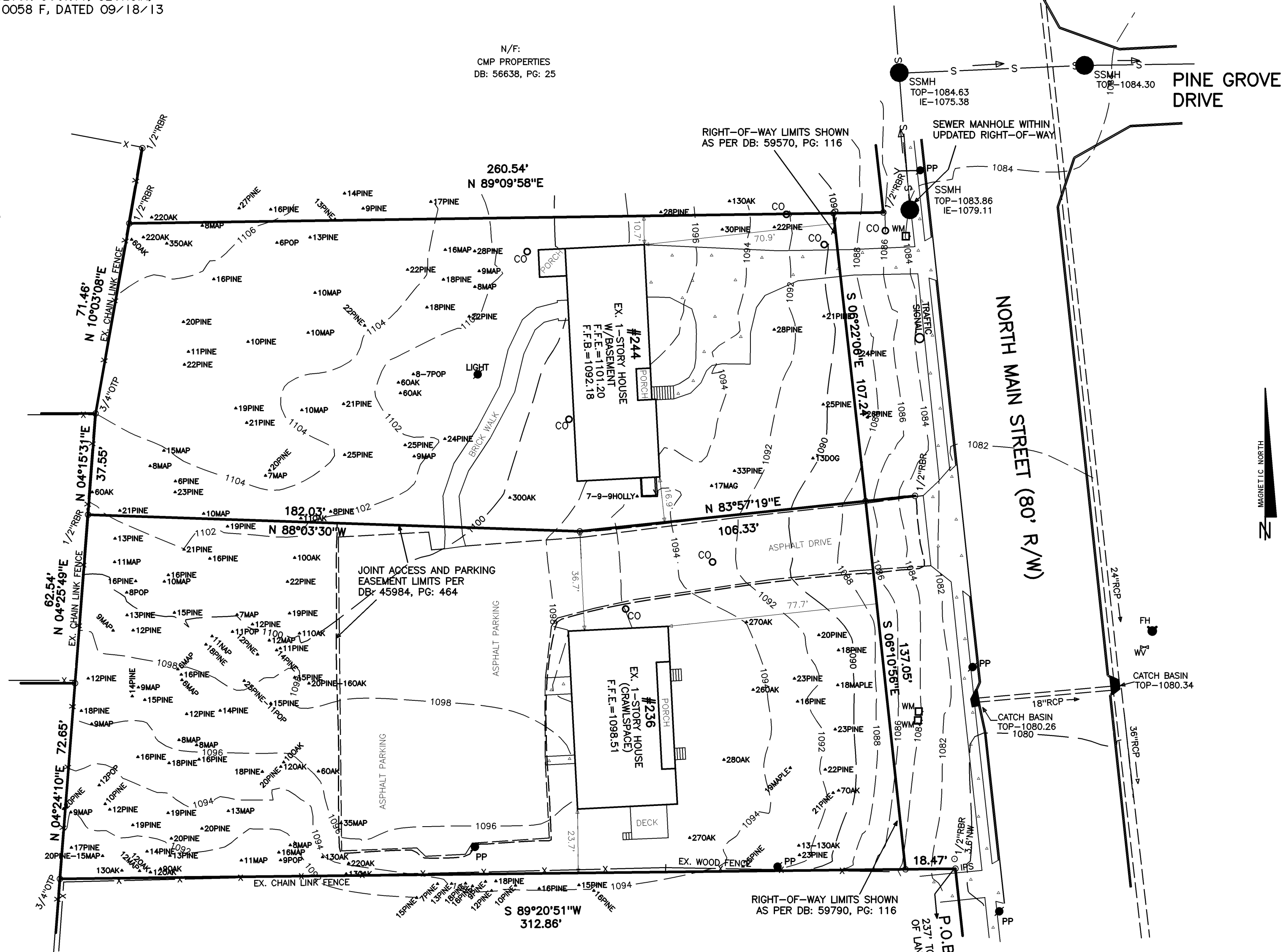
0.708 ACRES

N/F:
ZACKERY CLEMETH HUDSON
DB: 53446, PG: 19

N/F:
RICHARD A. WATSON
DB: 49303, PG: 269

N/F:
MICHAEL K. LIPSCOMB

N/F:
CMP PROPERTIES
DB: 56638, PG: 25



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.

N/F:
MAX AUTO REALESTATE
DB: 55864, PG: 683

PROPERTY INFORMATION:

236 NORTH MAIN STREET
TAX PARCEL #22-481411970847

244 NORTH MAIN STREET
TAX PARCEL #22-481411970656

ROBERT W. RICHARDSON, GA RLS #3419

07/01/21

DATE



30 0 30
GRAPHIC SCALE - 1" = 30'

ALPHA LAND SERVICES
P.O. BOX 1651
LOGANVILLE, GA. 30052
CONTACT: ROBERT RICHARDSON
OFF: 770.696.4054 EMAIL: ROBERT@ALPHASURVEYOR.COM

SURVEY FOR:

ALPHA AT MAIN, LLC

REVISION:

REF. PLAT: PB.

P.

LAND LOT: 1197

DISTRICT: 2ND

FULTON COUNTY

GEORGIA

FIELD DATE: 06/30/21

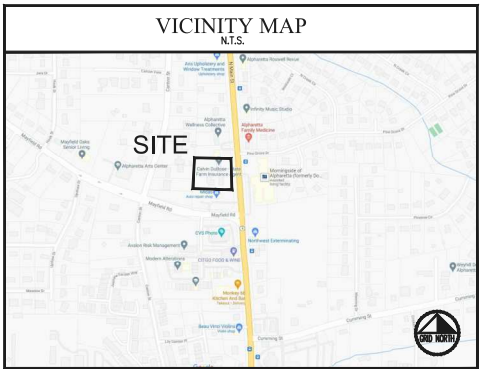
PLAT DATE: 07/01/21

LOT: BLOCK:

SUB:

AREA = 1.612 ACRES

JOB No. 21-06-371



SITE DATA

ADDRESS: 244 & 236 NORTH MAIN STREET
PARCEL NO. 22-4814-1197-0656 (244 SOUTH MAIN ST)
PARCEL NO. 22-4814-1197-0847 (236 SOUTH MAIN ST)
GROSS SITE AREA: 70,210.91 SF (1.61 ACRES)
ZONING:
CURRENT ZONING: O-1
PROPOSED ZONING: DT-4W
ZONING JURISDICTION: CITY OF ALPHARETTA, GEORGIA
PROPOSED USE:
RESIDENCES: SINGLE FAMILY DETACHED
11 HOMES - 4 BEDROOMS EACH
APPROX 4,000 SF EACH
ALLOWABLE DENSITY: 8 UNITS/ACRE = 8 x 1.61 = 12 UNITS
PROPOSED DENSITY: 11 UNITS (6.8 UNITS/AC)
MINIMUM AMENITY SPACE: 10% (7,021 SF)
PROPOSED PRIVATE AMENITY SPACE: 11% (8,140 SF)
PROPOSED COMMUNITY AMENITY AREA: 11% (7,630 SF)
MAXIMUM BUILDING LOT COVERAGE: 70% (49,147 SF)
PROPOSED BUILDING LOT COVERAGE: 36% (25,000 SF)
MINIMUM LOT SIZE: 2,500 SF
SETBACKS:
FRONT YARD: 10' MIN
SIDE YARD: 0' MIN
REAR YARD (NO ALLEY): 3' MIN
REAR YARD (ALLEY): 10' MIN
MAX BUILDING HEIGHT: 40' (3-STORY)
PROPOSED BUILDING HEIGHT: 38' (3-STORY)
PARKING REQUIREMENTS:
1 SPACE PER BEDROOM = 44 SPACES
0.5 VISITOR SPACE PER UNIT = 6 SPACES
TOTAL PARKING REQUIRED = 50 SPACES
PROPOSED GARAGE SPACES: 33 SPACES
PROPOSED DRIVEWAY SPACES: 33 SPACES
TOTAL PARKING PROVIDED = 66 SPACES

LEGEND

- PROPOSED LIGHT POLE
- FUTURE GDOT STRIPING
- PROPOSED STRIPING
- PROPOSED MOVEMENT
- PROPERTY LINE
- PROPOSED LOT LINES
- PROPOSED GDOT SIDEWALK
- POURED CONCRETE WALL
- FUTURE GDOT CURB & GUTTER
- PROPOSED CURB & GUTTER

LOT TABLE

LOT 1	4,963 SF
LOT 2	4,417 SF
LOT 3	4,654 SF
LOT 4	4,903 SF
LOT 5	6,011 SF
LOT 6	6,427 SF
LOT 7	5,388 SF
LOT 8	5,258 SF
LOT 9	5,126 SF
LOT 10	4,960 SF
LOT 11	5,349 SF

OPEN SPACE DATA

GROSS LOT AREA: 70,210 SF (1.61 ACRES)
MINIMUM CIVIL OPEN SPACE: NONE (LOT LESS THAN 5.0 AC)
MINIMUM AMENITY OPEN SPACE: 10% OF LOT = 7,021 SF
PROVIDED PRIVATE AMENITY SPACE: 11% (8,140 SF)
PROVIDED COMMUNITY AMENITY SPACE: 11% (7,630 SF)

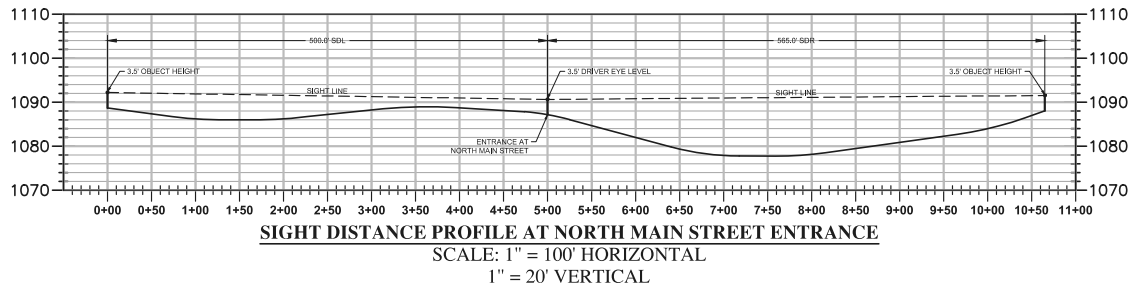
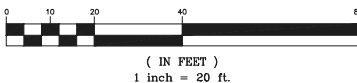
CAUTION
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



Know what's below
Call 811 or (800) 282-7411
Before You Dig



GRAPHIC SCALE



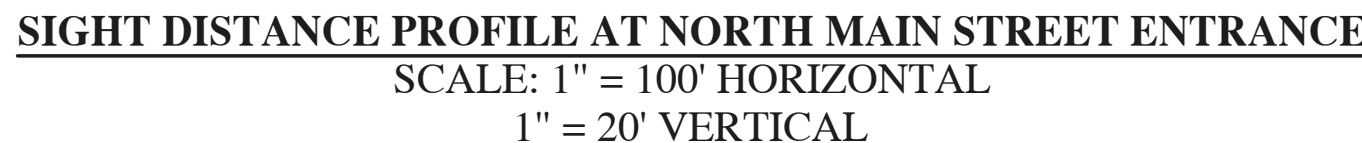
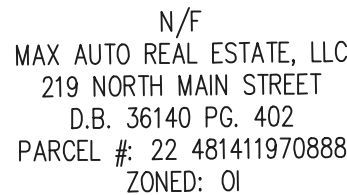
paradigm
Engineering Services, Inc.
Severndroovy Park
Atlanta, GA 30038
(770) 605-6030
www.Paradigmeng.net

Project No.	WBD
Design By:	LBF
Drawn By:	WBD
Checked By:	6/28/21
Date:	1" = 20'
Scale:	
No.	
Date	
Revision	

Alpha at Main LLC
1360 Mangel Way
Atlanta, GA 30356
(770) 391-1233

ZONING SITE PLAN
244 & 236 North Main
LAND LOT 694, DISTRICT 1, SECTION 2
CITY OF ALPHARETTA, FULTON COUNTY, GA

Drawing No.
Z1.0



	PROPOSED LIGHT POLE
	FUTURE GDOT STRIPING
	PROPOSED STRIPING
	PROPOSED MOVEMENT
	PROPERTY LINE
	PROPOSED LOT LINES
	PROPOSED GDOT SIDEWALK
	POURED CONCRETE WALL
	FUTURE GDOT CURB & GUTTER
	PROPOSED CURB & GUTTER

LOT 1	4,963 SF
LOT 2	4,417 SF
LOT 3	4,654 SF
LOT 4	4,903 SF
LOT 5	6,011 SF
LOT 6	6,427 SF
LOT 7	5,388 SF
LOT 8	5,258 SF
LOT 9	5,126 SF
LOT 10	4,960 SF
LOT 11	5,349 SF

Know what's below
Call 811 or (800) 282-7411
Before You Dig

Drawing No.
Z1.0



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

CITY COUNCIL SPONSOR: STAFF-INITIATED

I. AGENDA ITEM TITLE: PH-21-14 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – PERMITTED USE DISTRICTS AND REGULATIONS AND TEMPORARY USES

CITY COUNCIL:

SEPTEMBER 27, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

II. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Article II Use of Land and Structures, to amend permitted and conditional uses in several zoning districts and to amend temporary uses, including outdoor tent sales, not-for-profit seasonal events, religious meetings, and open lot sales of Christmas trees, fruits and vegetables and other harvested products.

DISCUSSION

In conjunction with a recent request for a 'Church', Staff reviewed the List of Permitted and Conditional Uses in the Unified Development Code (UDC) for compliance with the "equal terms" provision of the Religious Land Use and Institutionalized Persons Act (RLUIPA). While the UDC generally complies with the "equal terms" provision, a few uses were identified as needing to be changed from permitted to conditional use. Those uses include, 'Club, Association, or Lodge', 'Public Building', 'Recreation Facilities, Indoor', 'Recreational Facilities, Outdoor' and 'Theater, Cinema'.

Staff recommends an amendment to the 'Builder's Equipment/Material' use to change it from permitted to conditional use in the C-2 (General Commercial) district. There are many C-2 properties in the Downtown, of which 'Builder's Equipment/Material' is not appropriate.

Staff also identified some general cleanup items in Table 2.2, List of Permitted and Conditional Uses, which included adding two (2) designations to the table for Accessory Uses and Subordinate Uses. In addition, some uses were consolidated, such as 'Junk Yard' and 'Salvage Yard' and 'Automotive Service' and 'Automotive Service Station'. Support retail uses in the O-P (Office-Professional) zoning district were consolidated, since many of the uses that were listed are not identified elsewhere in the UDC.

Staff recommends amendments within the Temporary Uses subsection to limit certain temporary uses to properties that are zoned or used for non-residential use and to add regulations for seasonal events associated with a for-profit entity.

III. ATTACHMENTS:

- UDC Strike Through and Underline Edits

SECTION 2.2 a - CONDITIONAL USE REVIEW CRITERIA

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

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

([Ord. No. 807](#), § 2(Exh. B), 9-8-2020)

2.2.1 AG agriculture.

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

1. Agricultural and Residential Uses.
 - a. Bed and Breakfast.
 - b. Dwelling, 'For-Sale' Detached.
 - c. Farmlands, including livestock, poultry.
2. Business Uses.
 - a. Taxidermist.
3. Semipublic Uses, Utilities.
 - a. Park or Playground.

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

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a detached 'For-Sale' dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Barns, stables and similar structures for the housing, repair, storing, or processing of farm products of the property.

9. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 10. Signs, subject to all of the requirements regulating signage herein.
 11. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the AG district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Residential and Agricultural Uses.
 - a. One (1) additional 'For-Sale' detached dwelling.
 - b. Greenhouse, Nursery.
 2. Business Uses.
 - a. Animal Hospital, Veterinarian (small and large animal).
 - b. Broadcasting (Radio or TV).
 - c. Builder's Equipment/Material.
 - d. Carpenter Shop, Woodworking.
 - e. Equestrian Center.
 - f. Kennel.
 - g. Special Event Facility.
 3. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Athletic Facility, Fitness Studio.
 - c. Auditorium.
 - d. Cemetery.
 - e. Church, Synagogue.
 - f. Club, Association or Lodge.
 - g. Country Club.
 - h. Golf Course, Driving Range.
 - i. Heliport, Public/Private.
 - j. Utility Substation.
 - k. Wireless Tower.

D. *District Regulations.*

Minimum lot size—5 acres.

Minimum Lot Width—200 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

([Ord. No. 744](#), § 6, 7-10-2017; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.2 Re-residential estate.

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

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

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

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue, or any other religious institutions.
 - [b. Country Club.](#)

- c. Golf Course, Driving Range.
- d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- e. Bed and Breakfast.
- f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—3 acres.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.3 R-Dwelling, 'for-sale', residential.

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

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

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

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

- 1. Privacy and decorative fences and walls.
- 2. Home Occupation in a residence.
- 3. Family Day Care Home in a residence.

4. Group Home.
 5. Special Care Home in a 'For-Sale' detached dwelling.
 6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
 7. Clubhouse, swimming pool, or community recreation facilities serving a development.
 8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 9. Signs, subject to all of the requirements regulating signage herein.
 10. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Bed and Breakfast.
 - b. Church, Synagogue, or any other religious institutions.
 - c. Country Club.
 - d. Golf Course, Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—1 acre (43,560 square feet).

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.4 R-22 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-22 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-22 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

C. *Conditional Uses.* A property in the R-22 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Agriculture and Residential Uses.
 - a. Bed and Breakfast.
2. Semipublic Uses, Utilities.
 - a. Church, Synagogue or any other religious institution.
 - b. Club, Association or Lodge.
 - c. Country Club.
 - d. Equestrian Center.
 - e. Golf Course, Driving Range.
 - f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—22,000 square feet.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structures Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.5 R-15 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-15 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-15 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-15 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Agriculture and Residential Uses.
 - a. Bed and Breakfast.
2. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course, Driving Range.
 - e. Equestrian Center.
 - f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—15,000 square feet

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.6 R-12 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-12 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

- B. *Accessory Uses.* A property in the R-12 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

- C. *Conditional Uses.* A property in the R-12 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club
 - d. Golf Course, Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—12,000 square feet.

Minimum Lot Width—80 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

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

Side yard—10 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structure Setback see Sec. 2.3 (c).

2.2.7 R-10 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-10 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-10 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

C. *Conditional Uses.* A property in the R-10 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—10,000 square feet.

Minimum Lot Width—75 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

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

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structures Setback see Sec. 2.3 (c).

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

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

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

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

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Size—1 acre.

Maximum Density of Dwelling Units—4 per acre.

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

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard:

From lot line of adjacent property—20.

Between building groupings—20 feet.

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

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

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

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

approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—5,000 sf.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—50 ft.

Minimum Setbacks.

Front yard—from all street frontages.

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

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

Side yard—5 feet.

Corner Side Yard—10 feet.

Rear yard:

With Rear Alley—0'.

No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

([Ord. No. 692, § 1\(Exh. 1\), 7-21-2014](#))

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

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

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

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

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

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

C. *Conditional Uses.* A property in the R-8A district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

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

Maximum Density of Dwelling Units—8 per gross acre.

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

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard.

From lot line of adjacent property—5 feet.

Between building groupings—10 feet.

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

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

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

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

([Ord. No. 675, § 1, 6-3-2013](#))

2.2.10 R-10M dwelling, 'for-rent' or 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-10M district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.

- a. Dwelling, 'For-Sale', Attached.
- b. Dwelling 'For-Rent'.
- c. Bed and Breakfast.

2. Semipublic Uses, Utilities.

- a. Park or Playground.

B. *Accessory Uses.* A property in the R-10M district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

1. Privacy and decorative fences and walls.
 2. Home Occupation in a residence.
 3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, storage shed, play house, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-10M district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Business Uses.
 - a. Dwelling, Group (congregate housing, nursing home, etc.).
 2. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—the development shall occupy a total of at least one acre. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—10 per gross acre.

Minimum Lot Width.

For the property to be developed—75 feet.

If the development is subdivided—20 feet for each individual lot, or 20 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard.

From lot line of adjacent property—25 feet.

Between building groupings—20 feet.

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

Rear yard—50 feet.

Maximum Coverage By Principal Buildings—none.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—none.

([Ord. No. 730](#), §§ 3, 4, 12-5-2016)

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses within the framework of a masterplan. The district regulations are intended to allow greater design flexibility without increasing overall density.

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

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

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

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

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

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

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

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

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

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

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Special Care Home in a 'For-Sale' detached dwelling.
5. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
6. Clubhouse, swimming pool, or community recreation facilities serving a development.

7. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 8. Signs, subject to all of the requirements regulating signage herein.
 9. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the CUP district may be used for those uses listed in Table 2.2, including any of the following uses if the uses have been included in the conditions of approval for the CUP zoning on the property; or if the uses are designated on the CUP's Concept Plan; or if the CUP's concepts plan identifies district categories (i.e. commercial, office) wherein the use would otherwise be permitted by right or as a conditional use:
1. Agricultural and Residential Uses.
 - a. Dwelling, Group (congregate housing, assisted living facility, home-elderly, nursing).
 - b. Dwelling, 'For-Sale' Attached.
 - c. Dwelling, 'For-Sale' Detached.
 - d. Dwelling, 'For-Rent'.
 - ~~e. Reserved.~~
 - e. Bed and Breakfast.
 2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Art Galleries.
 - c. Automobile Sales and Leasing.
 - d. Automobile Service and Service Station.
 - e. Automotive Parts.
 - ~~f. Automotive Service.~~
 - f. Bakery.
 - g. Barber Shop.
 - h. Bank, Savings and Loan.
 - i. Beauty Shop.
 - ~~k. Billiards.~~
 - j. Book Store or Stationery.
 - k. Boutique Hotel.
 - l. Bowling Alley.
 - m. Brewery.
 - n. Broadcasting Studio (radio or TV).
 - o. Building Equipment/Material.
 - p. Clinic.
 - q. Contractor's Office with and without outside storage.
 - r. Convenience Market with or without gas pumps.
 - s. Dance Studio.

- t. Day Care Center.
 - u. Distillery.
 - v. Drug Store.
 - w. Dry Cleaning Pick-up Station.
 - x. Equestrian Center.
 - y. Extended stay hotel (see Section 2.7).
 - z. Florist, Retail without Greenhouse.
 - aa. Funeral Home w/ no cemetery or mausoleum.
 - bb. Golf, Miniature.
 - cc. Grocery Store.
 - dd. Hardware and Garden Supply Store.
 - ee. Hotel or Motel.
 - ff. Laboratory, Research or Commercial.
 - gg. Laundry, Self-Serve, Pick-up.
 - hh. Liquor Store.
 - ii. Office Building or Office Park.
 - jj. Park, playground.
 - kk. Pet Day Care.
 - ll. Pet Grooming.
 - mm. Print Shop.
 - nn. Public Building.
 - oo. Recreation Facilities, Indoor and Outdoor.
 - pp. Rental Services Establishment without outside storage.
 - qq. Restaurant.
 - rr. Restaurant, with Drive-thru window.
 - ss. Retail Sales and Services Establishments not otherwise listed for this zoning district.
 - tt. Retail Establishment, Mixed Sales.
 - uu. School, Commercial.
 - vv. Shop or Studio, Craftsman/Artist.
 - ww. Spa Services.
 - xx. Special Event Facility.
 - yy. Theater, Cinema.
3. Wholesale, Storage and Industrial Uses.
- a. Laundry, Industrial.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Manufacturing, Light.
 - d. Wholesale Establishment.

4. Semipublic Uses, Utilities.

- a. Airport, public or private.
- b. Amphitheater.
- c. Athletic Facility, Fitness Studio.
- d. Auditorium.
- e. Church, Synagogue.
- f. Club, association or lodge.
- g. Country Club.
- h. Fire Station.
- i. Golf Course, Driving Range.
- j. Heliport, public or private.
- k. Hospital.
- l. Library.
- m. Museum.
- n. Park or Playground.
- o. Power Station.
- p. School, Academic.
- q. Switching Station (Telecom).
- r. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- s. Wireless Tower.

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

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

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

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

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

([Ord. No. 718](#), §§ 2, 4, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.12 O-P office-professional.

This district is intended to provide for the development of business and professional offices, hospitals, medical and dental facilities and limited commercial activity.

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

1. Residential Uses.
 - a. Bed and Breakfast.
2. Business Uses.
 - a. Bank, Savings and Loan.
 - b. Barber Shop and Beauty Shop.
 - c. Clinic (medical/dental).
 - d. Contractor's office without outside storage.
 - e. Day care center.
 - f. Office (professional/administrative).
 - ~~g. Print Shop.~~
 - ~~h. Public Building.~~
 - ~~i. Staffing/personnel office.~~
 - ~~j. Stock brokerage/financial services office.~~
 - ~~k. Tax preparation office.~~
 - ~~l. Travel agency.~~
3. Semipublic Uses, Utilities.
 - a. Park or Playground.
4. The following support retail uses are allowed provided that they are located within an office building and (in total) do not constitute more than 25% of the floor area of the office building in which they are located:
 - a. Book store or Stationery.
 - b. Retail Establishment - limited to a Computer Supply Store, Jewelry Store (not to exceed 1,200 SF), Office Supply Store (not to exceed 1,200 SF), Optometrist/Eye Wear, Package Shipping/Mail Box Store, and Cell Phone Store.
 - ~~b. Computer/computer supply store.~~
 - ~~c. Copy center.~~
 - ~~d. Jewelry store (not to exceed 1,200 sq. ft.).~~
 - ~~e. Office supply store (not to exceed 1,200 sq. ft.).~~
 - ~~f. Optometrist/Eye wear.~~
 - ~~g. Package shipping/mail box store.~~
 - ~~h. Phone store.~~
 - ~~i. Print Shop.~~
 - ~~j. Stationery/card store.~~

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

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is an accessory shall be in compliance with and decorative fences and walls all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Business Uses.
 - a. Art Gallery.
 - b. Bakery.
 - c. Dry Cleaning Pick up station with drive-thru.
 - d. Fitness studio.
 - e. Florist.
 - f. Restaurant without drive-thru.
 - g. School Commercial.
 - h. Shop or studio, Craftsman/Artist.
 - i. Spa Services.
2. Semipublic Uses, Utilities.
 - a. Auditorium.

- b. Church, Synagogue.
- c. Club, association or lodge.
- d. Public Building.
- e. School, Academic.
- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

2.2.13 O-I office-institutional.

This district is intended for the development of planned office areas which allow for design flexibility through a master plan. Commercial activities are permitted as subordinate uses to the office development.

- A. *Conditional Principal Uses.* A property in the O-I district may be used for the uses listed below and shown in Table 2.2 in accordance with an approved masterplan, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use. Lots of less than five (5) acres in size may be developed for bank or office use without public hearing subject to Design Review Board Approval.
- 1. Residential Uses.
 - a. Dwelling, Group (nursing home, children's home, congregate housing, assisted living facility).
 - 2. Business Uses.
 - a. Bank, Savings and Loan.
 - b. Broadcasting Studio (radio or TV).
 - c. Clinic.
 - d. Congregate Housing.
 - e. Day Care Center.
 - f. Drug Store.

- g. Office Building or Office Park.
 - h. Recreational Facilities (Indoor or Outdoor).
 - i. Special Event Facility.
 - j. Theater, Cinema.
3. Semipublic Uses, Utilities.
- a. Church, Synagogue.
 - b. Club, association or lodge.
 - c. Golf Course, Driving Range.
 - d. Heliport.
 - e. Hospital.
 - f. Library.
 - g. Museum.
 - h. Public Building.
 - i. School, Academic.

~~h. Recreation Facilities (Indoor or Outdoor).~~

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

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.

7. Retaining walls and other site improvement structures approved as part of the development permit.
 8. Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.
- C. *Conditional Subordinate Uses.* A property in the O-I district may be used for any of the following listed uses upon approval as a conditional use by the City Council provided that the uses in aggregate do not constitute more than 25% of the total project and are not segregated so as to create a retail strip center.
1. Residential Uses.
 - a. Reserved.
 2. Business Uses.
 - a. Art Galleries.
 - b. Automobile Service and Service Station.
 - c. Bakery.
 - d. Barber Shop.
 - e. Beauty Shop.
 - f. Book Store.
 - g. Boutique Hotel.
 - h. Bowling Alley.
 - i. Brewery.
 - j. Car Wash.
 - k. Contractor's Office without outside storage.
 - l. Convenience Market with or without gas pumps.
 - m. Dance Studio.
 - n. Distillery.
 - o. Dry Cleaning Pick-up Station.
 - p. Extended Stay Hotel (see Sec. 2.7).
 - q. Florist, Retail without Greenhouse.
 - r. Funeral Home w/out cemetery or mausoleum.
 - s. Golf, Miniature, or Golf Driving Range.
 - t. Hotel/motel.
 - u. Laboratory, Research or Commercial.
 - v. Liquor Store.
 - w. Parking Lot, Commercial.
 - x. Print Shop.
 - y. Restaurant.
 - z. Restaurant, Drive-In or Fast-Food with Drive-thru window.
 - aa. Retail Sales & Services Establishments subject to the limitation of [subsection] 2.2.13 B 8.
 - bb. School, Commercial.

- cc. Spa Services.
- 3. Wholesale, Storage and Industrial Uses.
 - a. Manufacturing, Light.
- 4. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Amphitheater.
 - c. Athletic Facility.
 - d. Auditorium.
 - e. Country Club.
 - ~~f. Hospital.~~
 - f. Fire Station.
 - g. Park or Playground.
 - h. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - i. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—the development shall occupy a total of not less than 25 acres. No minimum lot size is required for each building within the development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

- F. *Open space.* All areas zoned O-I shall have a minimum of 10% of the gross acres dedicated or set aside as open space for developments up to 100 acres, and shall have a minimum of 15% of the gross acres dedicated or set aside as open space for developments containing 100 acres or more. Amenities may be included and are encouraged within the open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

([Ord. No. 718](#), §§ 3, 6, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.14 C-1 neighborhood commercial.

A. *Permitted Principal Uses.* A property in the C-1 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Residential Uses.

- a. Dwelling, 'For-Sale'—in an existing or historic structure only.

~~b. Reserved.~~

- b. Bed and Breakfast.

2. Business Uses.

- a. Art Gallery.

- b. Bakery.

- c. Bank, Savings and Loan.

- d. Barber Shop.

- e. Beauty Shop.

- f. Book Store.

- g. Carpet and Rug Sales.

- h. Clinic.

~~i. Contractor's Office without outside storage.~~

i. Dance Studio.

- j. Day Care Center.

- k. Drug Store.

- l. Dry Cleaning Pick-up Station.

- m. Florist, Retail Without Greenhouse.

~~n. Gourmet Food Store.~~

- n. Hardware and Garden Supply Store.

~~p. Jewelry Store.~~

- o. Laundry, Self-Serve, Pick-up.

p. Nail Salon.

- q. Office Building or Park.

- r. Pet Day Care.

- s. Pet Grooming.

- t. Print Shop.

~~v. Reserved.~~

- u. Restaurant.

- v. Retail Sales and Services (Establishments not otherwise listed for this zoning district as a permitted or conditional use).

- w. School, Commercial.

- x. Shop or Studio, Craftsman/Artist.

~~aa. Theater, Cinema.~~

3. Semipublic Uses, Utilities.

~~a. Club, association or lodge.~~

a. Library.

b. Museum.

c. Park or Playground.

d. School, Academic.

~~e. Public Building.~~

- B. *Accessory Uses.* A property in the C-1 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations, herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Uses.* A property in the C-1 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

~~a. Reserved.~~

a. Dwelling, Group (congregate housing, assisted living facility, nursing).

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing
- c. Automotive Parts.
- d. Bowling Alley.
- e. Brewery.
- f. Check Cashing.
- g. Club, association or lodge.
- h. Contractor's Office with out outside storage.
- i. Distillery.
- j. Funeral home with no cemetery or mausoleum.
- k. Golf, Miniature.
- l. Grocery Store.
- m. Hotel/Motel.
- n. Liquor Store.
- o. Parking Lot, Commercial.
- p. Pest Control Business.
- ~~q. School, Academic.~~
- q. Rental Services Establishment without outside storage.
- r. Restaurant, with Drive-thru Window.
- s. Retail Establishment, Mixed Sales.
- t. Smoke Shop and Tobacco Store.
- u. Spa Services.
- v. Special Event Facility.

w. Theater, Cinema.

3. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Auditorium.
- c. Church, Synagogue.
- d. Hospital.

e. Public Building.

- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—45%.

Maximum Building Height—35 feet.

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

([Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 6—8, 12-14-2015; [Ord. No. 730](#), §§ 3, 4, 12-5-2016; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), § 4, 7-10-2017; [Ord. No. 772](#), § 2, 2-4-2019; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.15 C-2 general commercial.

A. *Permitted Principal Uses.* A property in the C-2 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Residential Uses.

- a. Dwelling, 'For-Sale'—in an existing or historic structure only.
- b. Bed and Breakfast.

2. Business Uses.

- a. Art Gallery.
- b. Automobile Service ~~and Service~~ Station.
- c. Automotive Parts.
- ~~d. Automotive Service.~~
- d. Bakery.
- e. Bank, Savings and Loan.
- f. Barber Shop.
- g. Beauty Shop.
- h. Book Store.
- i. Bowling Alley.
- j. Broadcasting Studio (radio or TV).
- ~~l. Building Materials, retail with enclosed storage.~~
- k. Carpet and Rug Sales.
- l. Clinic.
- ~~e. Clubs, fraternity, association or lodge.~~
- ~~q. Reserved.~~
- m. Contractor's Office ~~with and~~ without outside storage.

- n. Convenience Market with or without gas pumps.
- o. Dance Studio.
- p. Day Care Center.
- q. Drug Store.
- r. Dry Cleaning Pick-up Station.
- s. Florist, Retail Without Greenhouse.
- t. Grocery Store.
- u. Hardware and Garden Supply Store.
- v. Home Improvement Store.
- w. Laundry, Self-Serve, Pick-up.
- x. Liquor Store.

y. Nail Salon.

- z. Office Building or Park.
- aa. Parking Lot, Commercial.
- bb. Pet Day Care.
- cc. Pet Grooming.
- dd. Print Shop.

~~hh. Public Building.~~

~~ii. Recreation Facilities (Indoor).~~

- ee. Rental Services Establishment without outside storage.
- ff. Restaurant.
- gg. Restaurant, w/Drive-thru Window.
- hh. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- ii. Retail Establishment, Mixed Sales.
- jj. School, Commercial.
- kk. Shop or Studio, Craftsman/Artist.

~~qq. Theater, Cinema.~~

3. Semipublic Uses, Utilities.

- a. Athletic Facilities, Fitness Studio.
- ~~b. Club, association or lodge.~~
- b. Hospital.
- c. Library.
- d. Museum.
- e. Park or Playground.
- f. School, Academic.

- B. **Accessory Uses.** A property in the C-2 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as

a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following: (See also Supplementary Regulations in this Article.)

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the C-2 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

~~a. Reserved.~~

~~b. Reserved.~~

- a. Dwelling, Group (congregate housing, nursing home, etc.).

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing.
- c. Automobile Sales and Leasing.
- d. Boutique Hotel.
- e. Brewery.
- f. Builder's Equipment/Material.
- g. Car Wash.
- h. Check Cashing.

- i. Church, Synagogue.
- j. Club, fraternity, association or lodge.
- k. Contractor's Office with outside storage.
- l. Distillery.
- m. Extended Stay Hotel (see Sec. 2.7).
- ~~k. Florist, Retail with Greenhouse.~~
- n. Funeral Homes.
- o. Golf, Miniature.
- p. Greenhouse with nursery.
- q. Hotel or Motel.
- r. Limousine Service and Taxi.
- s. Massage Therapy (see Sec. 2.7).
- t. Pest Control Business.
- u. Spa Services.
- v. Recreation Facilities, Indoor.
- w. Recreation Facilities, Outdoor.
- x. Small Appliance Repair Shop.
- y. Smoke Shop and Tobacco Store.
- z. Spa Services.
- aa. Special Event Facility.
- bb. Theater, Cinema.

~~3. Wholesale, Storage and Industrial Uses.~~

- ~~a. Wholesale Establishment.~~

3. Semipublic Uses, Utilities.

- a. Auditorium.
- b. Public Building.
- ~~c. Recreational Facilities (Outdoor).~~
- c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- d. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—Conditional (based on prevailing development patterns).

Side yard—Conditional (based on prevailing development patterns).

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70% (for development within Downtown Overlay—90%).

Maximum Building Height—40 feet.

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

([Ord. No. 703](#), § 1, 6-1-2015; [Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 5—7, 9, 12-14-2015; [Ord. No. 730](#), §§ 3, 4, 12-5-2016; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 772](#), § 3, 2-4-2019; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.16 PSC planned shopping center.

All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center.

A. *Conditional Principal Uses.* A property in the PSC district may be used for those uses listed in Table 2.2, only upon approval as a conditional use by the city council:

1. Residential Uses

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

2. Business Uses.

- a. Art Galleries.
- ~~b. Automobile Service Station.~~
- ~~c. Automotive Parts.~~
- b. Bakery.
- c. Barber Shop.
- d. Bank, Savings and Loan.
- e. Beauty Shop.
- f. Brewery.
- g. Book Store.
- h. Car Wash.
- i. Carpet and Rug Sales.
- j. Clinic.
- ~~m. Convenience Market with or without gas pumps.~~
- k. Dance Studio.
- l. Day Care Center.
- m. Distillery.
- n. Drug Store (Pharmacy).

- o. Florist, Retail without Greenhouse.
- p. Grocery Store (max. 50,000 SF in the North Point Overlay).
- q. Hardware Store (max. 50,000 SF in the North Point Overlay).
- r. Home Improvement Store.
- s. Laundry, Self-Serve, Pick-up.
- t. Liquor Store.
- u. Office Building or Park.
- v. Pest Control Business.
- ~~z. Pet Grooming.~~
- ~~aa. Public Building.~~
- ~~bb. Recreational Facilities (Indoor).~~
- w. Rental Services Establishment without outside storage.
- x. Restaurant.
- y. Restaurant w/Drive-thru window.
- z. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- aa. Retail Establishment, Mixed Sales.
- ~~hh. Special Event Facility.~~
- ~~ii. Theater, Cinema.~~

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

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

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

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

- 1. Residential Uses.
 - a. Reserved.
- 2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Automobile Service and Service Station.
 - c. Automotive Parts.

~~d. Automotive Service.~~

- d. Bowling Alley.
- e. Boutique Hotel.
- f. Broadcasting Studio (radio or TV).

~~g. Building Materials, retail with enclosed storage.~~

- g. Convenience Center with gas pumps.
- h. Dry Cleaning Plant.
- i. Dry Cleaning Plant with pick-up station.

~~l. Florist, Retail with Greenhouse.~~

- j. Funeral Home with no cemetery or mausoleum.

k. Greenhouse, Nursery.

- l. Golf, Miniature.
- m. Hotel or Motel.

n. Nail Salon.

- o. Parking Lot, Commercial.
- p. Pet Day Care.
- q. Pet Grooming.
- r. Print Shop.

~~s. Radio or TV, Transmitter or Studio.~~

s. Recreation Facilities, Indoor.

- t. School, Commercial.
- u. Shop or Studio, Craftsman/Artist.
- v. Spa Services.

w. Special Event Facility.

x. Theater, Cinema.

3. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Auditorium.
- c. Church, Synagogue.
- d. Club, fraternity, association or lodge.
- e. Heliport, public or private.
- f. Libraries.
- g. Museum.
- h. Park or Playground.

i. Public Building.

- j. Recreational Facilities (Outdoor).
- k. School, Academic.

~~k. Reserved.~~

- l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- m. Wholesale Establishment.
- n. Wireless Tower.

D. *District Regulations.*

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

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

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

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

([Ord. No. 715](#), § 2, 9-28-2015; [Ord. No. 718](#), §§ 3, 4, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 4, 6, 7-10-2017; [Ord. No. 767](#), §§ 1—3, 10-22-2018; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.17 L-I industrial.

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

1. Agricultural and Residential Uses.

~~a. Greenhouse, Nursery.~~

~~a. Dwelling, Group (home-elderly, children, nursing).~~

2. Business Uses.

a. Animal Hospital, small and large animals.

b. Art Gallery.

c. Automobile Service ~~and Service~~ Station.

d. Automotive Parts.

e. Automotive Sales and Leasing.

~~f. Automotive Service.~~

f. Bakery.

g. Bank, Savings and Loan.

h. Book Store.

i. Bowling Alley.

j. Brewery.

k. Broadcasting Studio (radio or TV).

l. Builder's Equipment/Material.

m. Car Wash.

n. Carpenter Shop, Woodworking.

o. Carpet and Rug Sales.

p. Check Cashing.

q. Church, Synagogue.

r. Congregate Housing.

s. Contractor's Office with and without outside storage.

t. Convenience Market with or without gas pumps.

u. Dance Studio.

v. Day Care Center.

w. Discount Store.

x. Distillery.

y. Drug Store.

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

jjj. Tire Retreading.

3. Wholesale, Storage and Industrial Uses.

- a. Bottled Gas, storage and distribution.
- b. Locker, Frozen Food or Cold Storage.
- c. Machine Shop.
- d. Manufacturing, Light.
- e. Mini-Warehouse.
- f. Septic Tank Sales, Construction.
- g. School, Commercial.
- h. Storage, Inside and Outside.

~~i. Warehouse.~~

- i. Welding Shop.
- j. Wholesale Trade Establishment.

4. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Amphitheater.
- c. Auditorium.
- d. Church, Synagogue.
- e. Heliport.
- f. Hospital.

g. Library.

h. Museum.

i. Park or Playground.

j. Public Building.

k. School, Academic.

l. Switching Station, Telecom.

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

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

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

- C. **Conditional Uses.** When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

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

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

1.0 *Business Uses.*

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

~~i. Theater, Cinema.~~

2.0 *Wholesale, Storage and Industrial Uses.*

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

3.0 *Semipublic Uses, Utilities.*

- a. Airport, public or private.

~~b. Reserved.~~

~~d. Museum and Library.~~

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

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

4.1 *General Standards.*

- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
- b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
- c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
- d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
- e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
- f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
- g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
- h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
- i. All solid waste is removed from the transfer station within 24 hours of receipt;
- j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
- k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
- l. The transfer facility must be cleaned at least once every 24 hours;
- m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
- n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
- o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
- p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
- q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
- r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
- s. The transfer station must have adequate storage space for incoming solid waste;
- t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received

and transported, specifying the origin by hauler and the destination of the solid waste transported daily;

- u. The facility shall not generate more than 150 total vehicle trips per day;
- v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
- w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
- x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 *Additional Permit Application Requirements.*

- a. Application requirements. An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) Regional plan or map. The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) Site plan. The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
 - (3) Engineering report. The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all solid waste to be accepted, the maximum time any such waste will be stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;
 - (b) A description of all machinery and equipment, including the design capacity;
 - (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
 - (d) A description of the facility's drainage system and water supply system; and
 - (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

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

- a. Unloading and loading areas.
 - (1) The unloading area must be adequate in size and design to facilitate efficient unloading from the collection vehicles and the unobstructed movement of vehicles;

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

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

D. *District Regulations.*

Minimum lot size—one acre.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—35%.

Maximum Building Height—35 feet.

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

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

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

2.2.18 OSR open space and recreational.

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

1. Semipublic Uses, Utilities.

~~a. Community Center.~~

a. Park or Playground.

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

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

1. Privacy and decorative fences and walls.

2. Clubhouse, swimming pool, tennis courts or other community recreation facilities.

3. Vehicle access and public parking areas.

4. Signs, subject to all of the requirements regulating signage herein.

5. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Semipublic Uses, Utilities.

a. Amphitheater.

b. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulation.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—20%.

Maximum Building Height—75 feet.

Screening and buffers—none.

2.2.19 SU special use.

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

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

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

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

1. Privacy and decorative fences and walls.
2. Swimming pool, tennis court, patio and other recreation facilities.
3. Clubhouse, swimming pool, or community recreation facilities serving a development.
4. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
5. Signs, subject to all of the requirements regulating signage herein.
6. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Semipublic Uses, Utilities.

- a. Cemetery.
- b. Church, Synagogue, or other religious institutions.
- c. Club, association or lodge.
- d. Power Station.
- e. Prison.
- f. Public Building.
- g. Recreation Facilities, Outdoor.
- h. Wireless Tower.

D. *District Regulations.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

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

([Ord. No. 744](#), § 6, 7-10-2017)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

- A. *Applicability.* This zoning district is applicable to properties located within:
 - 1. Areas that are primarily non-residential in character; or
 - 2. Along major roadways that are primarily commercial in character; or
 - 3. Historic Downtown Alpharetta; or
 - 4. As noted in the Comprehensive Land Use Plan.
- B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.

1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.
2. *Commercial:* At least 10% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
3. *Open Space:* MU developments shall incorporate the following amounts and types of open space:
 - a. *All developments:* A minimum of 10% of the gross land area shall be designed for use as civic space in conformance with Sec. 2.10.10.C of the North Point Overlay.
 - b. *Developments with residential uses:* In addition to the requirements of "a" immediately above, each MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. This requirement shall not apply in the North Point Overlay, where alternate standards apply.
4. *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
5. Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above (prior to redevelopment) are not subject to said requirements when all of the following are met:
 - a. At least 75% of the total existing floor area remains after redevelopment; and
 - b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
 - c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1", "2" or "4" above.

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

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

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

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

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

Combination of Horizontal and Vertical Mixed Use:

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

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

- C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

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

2. *Commercial Uses:*

a. Art Gallery.

b. Bakery.

c. Bank, Savings & Loan.

d. Barber Shop.

e. Beauty Shop.

f. Book Store.

g. Boutique Hotel.

h. Brewery.

i. Clinic.

j. Dance Studio.

~~d. Contractor's Office (no on-site storage).~~

k. Day Care Center.

l. Distillery.

m. Drug Store (Pharmacy).

n. Dry cleaning, Pickup Station.

o. Florist, Retail.

~~h. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).~~

p. Grocery Store (max. 50,000 SF in the North Point Overlay).

q. Hardware and Garden Supply Store (max. 50,000 SF in the North Point Overlay).

r. Hotel/Motel.

s. Liquor Store.

t. Nail Salon.

u. Office.

v. Pet Grooming.

w. Print Shop.

x. Recreation Facilities, Indoor and Outdoor.

~~y. Religious Institution.~~

z. Restaurant.

aa. Retail Establishment.

- bb. School, Commercial.
- cc. Spa Services.
- dd. Special Event Facility.
- ee. Theater, Cinema.

3. *Semipublic Uses, Utilities:*

- a. Athletic Facilities, Fitness Studio.
- b. Church, Synagogue.
- c. Heliport.
- d. Library.
- e. Museum.
- f. Park or Playground.
- g. Public Building.
- h. School, Academic.

D. *District Regulations.*

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

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

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

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

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

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

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

- 1. Retail, restaurant, office, and personal service uses at ground level.
- 2. Pedestrian connectivity to all uses.
- 3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
- 4. Accommodations for public transportation.
- 5. Buildings that face or appear to face public roadways.
- 6. Appearance standards for buildings and structured parking.
- 7. Limitations on uninterrupted building elevations.

8. Creation of vistas and view corridors within development.
 9. Focal point features at prominent locations and ends of vistas.
 10. Incorporation of natural site features.
 11. Block lengths conducive to pedestrian traffic.
 12. Detention and retention facilities designed to be aesthetically pleasing.
 13. Creative methods for stormwater management to provide additional open space.
 14. Attractive and usable street furniture in public spaces.
 15. Emphasis on a high quality landscape plan.
 16. Number of office jobs internally captured on-site.
- F. *Time Linkage/Concurrency.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project, subject to the following:
1. *Open Space and Civic Space.* No certificate of occupancy for any use shall be issued until a proportional amount of required open space and civic space has been installed.
- Furthermore, when reviewing the phasing strategy or timeline, the City Council may link the issuance of other permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

([Ord. No. 702, § 1\(Exh. A\), 3-2-2015](#) ; [Ord. No. 732](#) , § 1, 2-6-2017; [Ord. No. 741](#) , § 4, 6-5-2017; [Ord. No. 744](#) , § 2, 7-10-2017; [Ord. No. 749](#) , §§ 2, 3, 9-18-2017; [Ord. No. 767](#) , § 4(Exh. A), 10-22-2018; [Ord. No. 808](#) , § 2(Exh. B), 9-8-2020)

Table 2.1 List of Development Standards

District	Lot Area	Lot ^B Width	Front Yd. Set Back (ft.) ^F	Side Yards (ft.)	Corner Side Yards (ft.)	Rear Yards (ft.)	Total Bldg. Coverage	Max. Ht. In (ft.)	Min. Flr. Area in Sq. Ft.	Max. Impervious Area ^A
AG	5 acres	200	50' local street 65' all other streets	25	35	50	25%	35	1,800	40%
RE	3 acres	100	50'/65'	25	35	50	25%	35	1,800	40%
R ^E	One acre	100	50'/65'	25	35	50	25%	35	1,800	50%

R-22 ^E	22,000 sq. ft.	100	35' local street 65' all other streets	25	35	30	25%	35	1,500	50%
R-15 ^E	15,000 sq. ft.	100	35' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-12 ^E	12,000 sq. ft.	80	30' local street 65' all other streets	10	20	30	25%	35	1,500	50%
R-10 ^E	10,000 sq. ft.	75	30' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-4A ^E	One acre	30	35' local street 65' all other streets	20 ^C	20	30	40%	35	1,200	60%
R-4D	5,000 sq. ft.	50	35'/65'	5	10	w/alley 0' no alley 20'	40%	35	1,500	60%

R-8A/D ^E	One acre (Attached) 4,500 sq. ft. (Detached)	50	35' local street 65' all other streets	5 adjacent property 10 between buildings	10	w/alley 0' no alley 20'	40%	35	1,200	60%
R-10M ^E	One acre	75	35' local street 65' all other streets	25 adjacent property 20 between buildings	35	50	None	35	None	60%
CUP ^D	100 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		70%
O-P	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	40%	40		70%
O-I ^D	25 acres	None	50/65	15	50/65	15	40%	40		70%
C-1	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	45%	35		80%
C-2	NONE	NONE	Cond.	Cond.	Cond.	10	70% 90% DT Overlay	40		90% (95% DT Overlay)
PSC ^D	10 acres	NONE	50/65	15	50/65	15	40	40		80%
L-I	One acre	NONE	50' local	15	50' local	15	35%	35		80%

			street 65' all other streets		street 65' all other streets					
OS & R	NONE	NONE	50/60	15	50/65	30	20	75	NONE	NONE
SU	NONE	NONE	50/65	10	50/65	10	70%	40		80%
MU	25 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		80%

A - Includes surface or deck parking.

B - Minimum lot width at setback line per unit.

C - Side yard set back from project boundaries and building groupings.

D - Area regulations conditional and are subject to a master plan.

E - All minimum lot sizes as noted are allowable if served by sanitary sewer. If sanitary sewer is not available to the property, then Fulton County Health Department (lot size) regulation shall apply for septic tank approval.

F - Tree save areas may overlap the building lot and building setback area. Such tree save areas must be identified on the land disturbance permit and dedicated on the final plat for permanent preservation.

([Ord. No. 718](#), § 13(Exh. A), 12-14-2015; [Ord. No. 732](#), § 1, 2-6-2017)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

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

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC	LI	OS-R	SU	MU
Adult Entertainment Establishment																		O			

Airport, Public/Private	O											O	<u>S</u>					O		X	
Amphitheater												O	Θ <u>S</u>					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O			O	O	Θ <u>S</u>	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	Θ <u>S</u>	O	X	X	O	X			O
Asphalt Plant																		O			
Athletic Facilities/Fitness Studio	O											O	Θ <u>S</u>	O	X <u>O</u>	X	Θ <u>S</u>	X			O
Auditorium	O											O	Θ <u>S</u>	O	O	O	Θ <u>S</u>	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	Θ <u>S</u>	X			
Automotive Service & Service Station												O	Θ <u>S</u>			X	Θ <u>S</u>	X			
Automotive Service Station												Θ	Θ			X	Θ	X			
Bakery												O	Θ <u>S</u>	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company												O	O	X	X	X	O	X			O
Barber/Beauty Shop												O	Θ <u>S</u>	X	X	X	O				O
Bed and Breakfast	X	O	O	O	O						X	O		X	X	X					O
Book Store or Stationery												O	Θ <u>S</u>	<u>A</u>	X	X	O	X			O
Bottle Gas Storage and Distribution																		X			

Boutique Hotel													O	$\Theta \underline{S}$			O	$\Theta \underline{S}$	O			O
Bowling Alley													O	$\Theta \underline{S}$		<u>O</u>	X	$\Theta \underline{S}$	X			
Brewery													O	$\Theta \underline{S}$		O	O	O	X			O
Broadcasting Studio (Radio and TV)	O												O	<u>O</u>			X	<u>S</u>	X			
Builder's Equipment/Material	O												O				$\times$ <u>O</u>		X			
Car Wash														$\Theta \underline{S}$			O	O	X			
Carpenter Shop, Woodworking	O																		X			
Carpet and Rug Sales																X	X	O	X			
Cemetery	O																					O
Check Cashing																	O	O		X		
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	$\Theta \underline{S}$	X		O	O
Clinic, Public/Private													O	O	X	X	X	O				O
Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	O	O	O	$\times$ <u>O</u>	$\times$ <u>O</u>	$\Theta \underline{S}$			$\times$ <u>O</u>		
Concrete Plant																			O			
Congregate Housing, Assisted Living Facility											O	O	O		O	O		X			O	
Contractor's Office without outside storage													O	$\Theta \underline{S}$	X	$\times$ <u>O</u>	X		X			Θ
Contractor's Office with outside storage													O			Θ <u>O</u>	$\times$ <u>O</u>		X			
Convenience Center w/Gas Pumps													O	$\Theta \underline{S}$			X	$\Theta \underline{S}$	X			

Country Club	O	O	O	O	O	O	O	O	O	O	O	O	O	<u>S</u>								
Dance Studio													O	<u>Θ S</u>		X	X	O	X			O
Day Care Center													O	O	X	X	X	O	X			O
Discount Store																			X			
Distillery													O	<u>Θ S</u>		O	O	O	X			O
Drug Store (Pharmacy)													O	O		X	X	<u>O</u>	X			O
Dry Cleaning, Pick-Up Station													O	<u>Θ S</u>	O	X	X	<u>Θ S</u>	X			O
Dry Cleaning, Plant																		<u>Θ</u>	O			
Dwelling, 'For-Sale', Attached								X		X	X	O						O				O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O						O				O
Dwelling, 'For-Rent'											X	O										O
Dwelling, Group												O	O	O		O	O					O
Equestrian Center	O	O	O	O	O								O							X	<u>Θ</u>	
Extended Stay Hotel (see Section 2.7)													O	<u>Θ S</u>			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O										
Farmlands (including Livestock, poultry)	X																					
Fire station													O	<u>Θ S</u>							X	
Fireworks Sales																			X			
Florist, Retail													O	<u>Θ S</u>	O	X	X	O				O

Funeral Homes with no cemetery or mausoleum													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>	X			
Glass Fabrication																			O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O	O					<u>O</u>		X	
Golf, Miniature													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>			<u>X</u>	
Greenhouse, Nursery	O																O	<u>Σ</u>	X			
Grocery Store													O			O	X	O	X			O
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X						<u>O</u>									
Hardware and Garden Supply Store													O			X	X	O	X			O
Heliport, Public/Private	O												O	O				Θ <u>Σ</u>	X		X	O
Home Improvement Store																X	O	X				
Home-Elderly, Children, Nursing												O	O	O		X <u>O</u>	X <u>O</u>		X			
Hospital													O	O		O	X		X		X	
Hotel or Motel													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>				O
Indoor Shooting Range																			O			
Junk/ <u>Salvage</u> Yard																			O			
Kennel	O																		X			
Laboratory, Research Commercial													O	Θ <u>Σ</u>					X			
Laundry, Industrial													O						O			

Laundry, Self-Serve, Pick-Up												O			X	X	O	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												O	Θ <u>Σ</u>		O	X	O	X			O
Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												O	Θ <u>Σ</u>					X			
Massage Therapy															O			X			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												O	O		X	X	Θ <u>Σ</u>	X		X	O
Nail Salon												O	Θ		X	X	Θ <u>Σ</u>	X			O
Office												O	O	X	X	X	O	X			O
Park or Playground	X	X	X	X	X	X	X	X	X	X	X	O	Θ <u>Σ</u>	X	X	X	Θ <u>Σ</u>	X	X	X	O
Parking Lot, Commercial												O	Θ <u>Σ</u>		O	X	Θ <u>Σ</u>	X			
Pawn Shop																		X			
Pest Control Business (with or without onsite chemical storage)															O	O		X			
Pet Day Care												O			X	X	Θ <u>Σ</u>	X			
Pet Grooming												O			X	X	Θ <u>Σ</u>	X			O

Power Station										O							O		O
Print Shop										O	Θ <u>S</u>	$\times$ <u>A</u>	X	X	Θ <u>S</u>	X			O
Prison																		O	
Public Building										O	O	$\times$ <u>O</u>	$\times$ <u>O</u>	$\times$ <u>O</u>	Θ <u>S</u>	X		$\times$ <u>O</u>	O
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)										O	O			$\times$ <u>O</u>	Θ <u>S</u>	X			O
Recreational Facilities, Outdoor										O	O		Θ	O	Θ <u>S</u>	X		$\times$ <u>O</u>	O
Recycling Center																O			
Rental Services Establishment without outside storage										O			O	X	O	X			
Rental Services Establishment with outside storage																X			
Restaurant										O	Θ <u>S</u>	O	X	X	O	X			O
Restaurant w/Drive-thru window										O	Θ <u>S</u>		O	X	O	X			
Retail Establishment										O	Θ <u>S</u>	<u>A</u>	X	X	O	X			O
Retail Establishment (Mixed Sales)										O			O	X	O	X			
Sawmill																O			
School, Academic										O	O	O	X	X	Θ <u>S</u>	X		X	O
School, Commercial (Beauty, Business)										O	Θ <u>S</u>	O	X	X	Θ <u>S</u>	X			O

Septic Tank, Sales, Construction																		X		
Sewage, Disposal Plant																		O		
Shop or Studio, Craftsman/Artist											O		O	X	X	Θ <u>Σ</u>	X			
Small Appliance Repair Shop															O		X			
Smoke Shop and Tobacco Store														O	O		X			
Spa Services											O	Θ <u>Σ</u>	O	O	O	Θ <u>Σ</u>	X			O
Special Event Facility	O										O	O		O	O	Θ <u>Σ</u>	X			O
Storage, Inside																	X			
Storage, Outside																	X			
Switching Station (Telecom)											O						X			
Tattoo Parlor and Body Piercing																	X			
Taxidermist	X																Θ <u>X</u>			
Theater, Cinema											O	O		X <u>O</u>	X <u>O</u>	Θ <u>Σ</u>	Θ <u>X</u>			O
Tire Retreading																	O			
Transfer Station																	O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	Θ <u>Σ</u>	O	O	O	Θ <u>Σ</u>	O	O	X
Welding Shop																	X			
Wholesale Establishment											O					Θ <u>Σ</u>	X			

Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	0											0	0		0	0	0		
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([Ord. No. 671](#), § 1, 2-4-2013; [Ord. No. 675](#), § 1, 6-3-2013; [Ord. No. 692](#), § 1(Exh. 1), 7-21-2014; [Ord. No. 703](#), § 1, 6-1-2015; [Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 708](#), § 1, 8-10-2015; [Ord. No. 715](#), § 4, 9-28-2015; [Ord. No. 718](#), § 14(Exh. B), 12-14-2015; [Ord. No. 730](#), § 5, 12-5-2016; [Ord. No. 741](#), § 5(Exh. A), 6-5-2017; [Ord. No. 744](#), § 7(Exh. A), 7-10-2017; [Ord. No. 767](#), § 7(Exh. C), 10-22-2018; [Ord. No. 772](#), § 8(Exh. A), 2-4-2019; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

* Uses under the CUP and OI Zoning Districts shall be permissible through an approved master plan amendment and statement of intent.

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA

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

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

SECTION 2.3 SUPPLEMENTARY REGULATIONS

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. Carnival, circus or fair on property zoned and used for non-residential use, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.
- B. Outdoor tent sales on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Seasonal events associated with a not-for-profit on property zoned and used for non-residential use, for a period not to exceed seventy-five (75) days. Authorization may not be granted more than two (2) times per year, per property.
Seasonal Events associated with a for-profit entity on property zoned and used for non-residential use for a period not to exceed thirty (30) days. Authorization may not be granted more than four (4) times per year, per property. Seasonal events, such as an ice-skating rink, corn maze, haunted house, etc. shall be limited to activities that draw fewer than 100 people at a time.
- D. Religious meeting in a tent or other temporary structure ~~in the AG, R-10M, CUP, O-I, C-1, and C-2 Districts~~ on property zoned and used for non-residential use, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products ~~in the AG, O-I, C-1, C-2 and L-1 Districts~~ on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

(Ord. No. 688, § 1, 4-28-2014 ; Ord. No. 708 , § 1, 8-10-2015; Ord. No. 718 , § 15, 12-14-2015; Ord. No. 808 , § 3(Exh. C), 9-8-2020)

Sec. 3.4. Uses Allowed by District.

3.4.1. Allowed Use Table.

- A. In order to regulate a variety of similar uses, use categories have been established for principal uses. Use standards for both principal and accessory uses are specified in Section 2.3 and Section 2.7 of the Unified Development Code. Uses not listed may be interpreted by the Director of Community Development. When the Director of Community Development cannot determine placement, an application shall be made to the Board of Appeals for interpretation.
- B. Principal and accessory uses allowed by district are shown in the table below.

3.4.2. Use Table Key.

- A. Permitted Use (X). Indicates a use is permitted in the respective district. The use is also subject to all other applicable requirements of the Unified Development Code.
- B. Conditional Use (O). Indicates a use may be permitted in the respective district only where approved by the City Council in accordance with Section 4.2 of the Unified Development Code. Conditional uses are subject to all other applicable requirements of the Unified Development Code, including any applicable use standards, except where the use standards are expressly modified by the City Council as part of the conditional use permit approval.
- C. Use Not Permitted. An empty cell indicates that a use is not permitted in the respective district.

Key: X = Permitted Use O = Conditional Use Empty Cell = Use Not Permitted				
Use Category	Downtown Zoning Districts			
Specific Use	DT-C	DT-MU	DT-LW	DT-R
Open Uses				
Community Garden	X	X	X	X
Equestrian Center				
Farmlands (including Livestock, poultry)				
Greenhouse, Nursery				
Residential Uses				
Household living (see district regulations for additional density and Conditional Use Permit requirements):				
Dwelling, 'For-Sale,' Attached	X	X	X	X
Dwelling, 'For-Sale,' Detached	X	X	X	X
Dwelling, 'For-Rent'	O	O		
Group living:				
Congregate Housing, Assisted Living Facility	O	O		
Home-Elderly, Children, Nursing	X	X		
Public/Institutional Uses				
Associations, (Clubs & Lodges)	X O	X O	O	O
Cemetery				
Church, Synagogue, Other Place of Worship	O	O	O	O
Country Club				
Fire Station	X	X		
Golf Course, Driving Range				

Museums & Libraries	X	X	O	
Park and Playground	X	X	X	X
Power Station				
Prison				
Public Building	X <u>O</u>	X <u>O</u>	O	
Sewage, Disposal Plant				
School, Academic	O	X	O	
School, Commercial (Beauty, Business)	X	X	O	
Utility Substation	O	O	O	O
Telecommunications				
Antenna Tower				
Broadcasting Studio (Radio & TV)	O	O	O	
Switching Station (Telecom)				
Commercial Uses				
Adult Entertainment Establishment				
Amphitheater	O	O	O	
Animal Hospital, Small Animal (Veterinarian)	O	O		
Animal Hospital, Large Animal		O		
Art Galleries	X	X	O	
Athletic Facilities/Fitness Studio	X	X	O	
Auditorium	O	O	O	
Auto Sales and Leasing (Trucks, Vans, Cars & Accessories)		O		
Automotive Parts	X	X		
Automotive Service		X		
Bakery (under 8,000 square feet in floor area)	X	X	O	
Bakery (8,000 square feet or more in floor area)		X		
Bank, Savings & Loan, Mortgage Company	X	X	O	
Barber Shop	X	X	O	
Beauty Shop	X	X	O	
Bed & Breakfast	X	X	O	O
Book Store or Stationery	X	X	O	
Boutique Hotel	O	O		
Brewery	O	O		
Car Wash				
Carpet and Rug Sales	O	O		
Check Cashing		O		
Clinic, Public/Private	X	X	O	
Contractor's Office (with no outside storage)	O	X	O	
Contractor's Office (with outside storage)		O		
Convenience Center (with gas pumps)		X	O	
Dance Studio	X	X	O	
Day Care Center	O	X	O	
Discount Store				
Distillery	O	O		
Drug Store, Pharmacy	X	X	O	
Dry Cleaning, Pick-Up Station	X	X		

Florist, Retail (with no greenhouse)	X	X	O	
Florist, Retail (with greenhouse)		O		
Funeral Home (with no cemetery or mausoleum)	O	O	O	
Golf, Miniature		O		
Grocery Store (under 2,000 square feet in floor area, located at a street corner, and limited to one per block)	X	X	O	
Grocery Store (2,000 square feet or more in floor area)	X	X		
Hardware & Garden Supply Store (under 8,000 square feet in floor area)	X	X		
Hardware & Garden Supply Store (8,000 square feet or more in floor area)		X		
Home Improvement Store		X		
Hospital		O		
Hotel	O	O		
Indoor Shooting Range				
Kennel				
Laundry, Self-Serve, Pick-Up		X		
Liquor Store	O	O		
Massage Therapy		O		
Nail Salon	X	X	O	
Office	X	X	X	
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)	O	O	O	
Parking Lot, Commercial (under 30 spaces)	O	O	O	
Parking Lot, Commercial (30 spaces or more)	O	O		
Pawn Shop				
Pet Day Care (with no overnight boarding)	X	X	O	
Pet Grooming	X	X		
Print Shop	X	X	O	
Recreation Facilities, Indoor (Health Clubs, Bowling Alley, Skating Rink, Billiards, Children's event facilities, etc.)	O	O	O	
Rental Services Establishment with no outside storage	O	X		
Restaurant (see Accessory Uses for additional drive-through requirements)	X	X	O	
Retail Establishment (with no mixed-sales)	X	X	O	
Retail Establishment (with mixed-sales)	O	O		
Service Station, Automotive		X		
Shop or Studio, Craftsman/Artist	X	X	O	
Small Appliance Repair Shop	O	O		
Spa Services	O	O	O	
Special Event Facility	O	O		
Tattoo Parlor & Body Piercing				
Theater, Cinema	O	O		
Industrial Uses				
Asphalt Plant				

Bottle Gas Storage & Distribution				
Builder's Equipment/Material				
Carpenter Shop, Woodworking (under 8,000 square feet in floor area)	O	O		
Carpenter Shop, Woodworking (8,000 square feet or more in floor area)				
Concrete Plant				
Dry Cleaning, Plant				
Glass Fabrication (under 8,000 square feet in floor area)				
Glass Fabrication (8,000 square feet or more in floor area)	O	O		
Junk Yard				
Laboratory, Research Commercial				
Laundry, Industrial				
Locker, Frozen Food or Cold Storage				
Machine Shop				
Manufacturing, Heavy, General				
Manufacturing, Light, Limited (under 8,000 square feet in floor area)	O	O		
Manufacturing, Light, Limited (8,000 square feet or more in floor area)				
Mini-warehouse Storage, Conditioned or Unconditioned Space				
Pest Control Business (with or without onsite chemical storage)		O		
Recycling Center				
Rental Services Establishment with outside storage (other than auto related)				
Salvage Yards				
Sawmill				
Septic Tank, Sales, Construction				
Storage, Inside				
Storage, Outside				
Taxidermist				
Tire Retreading				
Transfer Station				
Welding Shop				
Wholesale Storage and Distribution				
Transportation Uses				
Airport, Public/Private				
Heliport, Public/Private				
Limousine Service & Taxi (with or without outside vehicle storage)		O		
Accessory Uses				
Clubhouse, swimming pool, or community recreation facilities serving a development	X	X	X	X

Drive-Through Window		O		
Dwelling, 'For-Sale', Accessory	X	X	X	X
Family Day Care Home	X	X	X	X
Group Home				
Home Occupation	X	X	X	X
Live-Work	X	X	X	
Parking Garage	X	X	O	
Privacy and decorative fences and walls	X	X	X	X
Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.	X	X	O	
Retaining walls and other site improvement structures approved as part of the development permit.	X	X	X	X
Signs, subject to all of the requirements regulating signage of the district.	X	X	X	X
Special Care Home	X	X	X	X
Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities	X	X	X	X
Vehicle access, parking and loading areas	X	X	X	X

(Ord. No. 741 , § 4, 6-5-2017; Ord. No. 744 , § 2, 7-10-2017; Ord. No. 808 , § 4(Exh. D), 9-8-2020)

3.4.3. Specific Use Standards.

The following principal and accessory uses must conform with the indicated use standards.

- A. **Dwelling, 'For-Sale' Accessory.** Where a Dwelling, 'For-Sale' Accessory is allowed, it is subject to the following:
1. The dwelling shall be accessory to a permitted commercial use and shall be located above or to the rear of such use to which it is accessory.
 2. The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.
 3. The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial structure to which it is accessory.
 4. The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial structure and the dwelling.
 5. The dwelling and the commercial structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other codes of the City.
- B. **Live-Work.** Where Live-Work is allowed, it is subject to the following:
1. Live-work is only permitted on the first floor of a dwelling unit.
 2. A minimum of one person must occupy the dwelling containing the live-work use as their primary place of residence.
 3. The live-work use may employ no more than two persons not living on the premises at any one time.

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4. No business storage or warehousing of material, supplies or equipment is permitted outside of the dwelling containing the live-work use.
 5. The nonresidential use of the live-work use is limited to a permitted or conditional use in the zoning district.
 6. No equipment or process may be used in connection with the live-work use that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses, off the premises.
 7. No more than 5 customers are permitted on the premises at any one time.

AN ORDINANCE TO AMEND ARTICLE II AND APPENDIX A: ALPHARETTA DOWNTOWN CODE OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND VARIOUS PERMITTED, CONDITIONAL, SUBORDINATE AND ACCESSORY USES IN THE RE (RESIDENTIAL ESTATE), CUP (COMMUNITY UNIT PLAN), O-P (OFFICE-PROFESSIONAL), O-I (OFFICE-INSTITUTIONAL), C-1 (NEIGHBORHOOD COMMERCIAL), C-2 (GENERAL COMMERCIAL), PSC (PLANNED SHOPPING CENTER), LI (LIGHT INDUSTRIAL), OSR (OPEN SPACE AND RECREATIONAL), SU (SPECIAL USE), AND MU (MIXED USE) ZONING DISTRICTS AND TABLE 2.2 LIST OF PERMISSIBLE AND CONDITINAL USES; TO AMEND ‘ASSOCIATIONS (CLUBS & LODGES)’ AND ‘PUBLIC BUILDINGS’ USES IN THE DT-C (DOWNTOWN CORE) AND DT-MU (DOWNTOWN MIXED-USE) ZONING DISTRICTS; TO AMEND TEMPORARY USES AND ADD A TEMPORARY USE FOR SEASONAL EVENTS ASSOCIATED WITH A FOR-PROFIT ENTITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the “City”) adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the “Unified Development Code”); and

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

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

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

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

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

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

Section 1: Article II, Subsection 2.2.2(C) titled “RE-residential estate, Conditional Uses”, Subsection 2.2.11(C) titled “CUP-community unit plan, Conditional Uses”, Subsection 2.2.12(A and C) titled “O-P office-professional, Permitted Principal Uses and Conditional Uses”, Subsection 2.2.13(A and C) titled “O-I office-institutional, Conditional Principal Uses and Conditional Subordinate Uses”, Subsection 2.2.14(A and C) titled “C-1 neighborhood commercial, Permitted Principal Uses and Conditional Uses”, Subsection 2.2.15(A and C) titled “C-2 general commercial, Permitted Principal Uses

and Conditional Uses”, Subsection 2.2.16(A and C) titled “PSC planned shopping center, Conditional Principal Uses and Conditional Subordinate Uses”, Subsection 2.2.17(A and C) titled “LI light industrial, Permitted Principal Uses and Conditional Uses”, Subsection 2.2.18(A) titled “OSR open space and recreational, Permitted Principal Uses”, Subsection 2.2.19(A and C) titled “SU special use, Permitted Principal Uses and Conditional Uses”, Subsection 2.2.20(C) titled “MU mixed use district, Conditional Uses” and Table 2.2 List of Permissible and Conditional Uses of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein; and

Section 2: Article II, Subsection 2.3.2 titled “Temporary uses” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “B” attached hereto as if fully set forth herein; and

Section 3: Appendix A: Alpharetta Downtown Code, Subsection 3.4.2 titled “Use Table Key” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “C” attached hereto as if fully set forth herein; and

Section 4: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2021.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Erin Cobb, City Clerk
(Seal)

Approved as to Form:

City Attorney

Exhibit “A”

SECTION 2.2 a - CONDITIONAL USE REVIEW CRITERIA

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

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

([Ord. No. 807](#), § 2(Exh. B), 9-8-2020)

2.2.1 AG agriculture.

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

1. Agricultural and Residential Uses.
 - a. Bed and Breakfast.
 - b. Dwelling, 'For-Sale' Detached.
 - c. Farmlands, including livestock, poultry.
2. Business Uses.
 - a. Taxidermist.
3. Semipublic Uses, Utilities.
 - a. Park or Playground.

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

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a detached 'For-Sale' dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Barns, stables and similar structures for the housing, repair, storing, or processing of farm products of the property.

9. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 10. Signs, subject to all of the requirements regulating signage herein.
 11. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the AG district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Residential and Agricultural Uses.
 - a. One (1) additional 'For-Sale' detached dwelling.
 - b. Greenhouse, Nursery.
 2. Business Uses.
 - a. Animal Hospital, Veterinarian (small and large animal).
 - b. Broadcasting (Radio or TV).
 - c. Builder's Equipment/Material.
 - d. Carpenter Shop, Woodworking.
 - e. Equestrian Center.
 - f. Kennel.
 - g. Special Event Facility.
 3. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Athletic Facility, Fitness Studio.
 - c. Auditorium.
 - d. Cemetery.
 - e. Church, Synagogue.
 - f. Club, Association or Lodge.
 - g. Country Club.
 - h. Golf Course, Driving Range.
 - i. Heliport, Public/Private.
 - j. Utility Substation.
 - k. Wireless Tower.

D. *District Regulations.*

Minimum lot size—5 acres.

Minimum Lot Width—200 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

([Ord. No. 744](#), § 6, 7-10-2017; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.2 Re-residential estate.

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

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

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

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue, or any other religious institutions.

[b. Country Club.](#)

- c. Golf Course, Driving Range.
- d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- e. Bed and Breakfast.
- f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—3 acres.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure setback see Sec. 2.3 (c).

([Ord. No. 730](#) , § 2, 12-5-2016; [Ord. No. 800](#) , § 1(Exh. A), 6-22-2020)

2.2.3 R-Dwelling, 'for-sale', residential.

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

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

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

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

- 1. Privacy and decorative fences and walls.
- 2. Home Occupation in a residence.
- 3. Family Day Care Home in a residence.

4. Group Home.
 5. Special Care Home in a 'For-Sale' detached dwelling.
 6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
 7. Clubhouse, swimming pool, or community recreation facilities serving a development.
 8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 9. Signs, subject to all of the requirements regulating signage herein.
 10. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Bed and Breakfast.
 - b. Church, Synagogue, or any other religious institutions.
 - c. Country Club.
 - d. Golf Course, Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—1 acre (43,560 square feet).

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.4 R-22 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-22 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-22 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

C. *Conditional Uses.* A property in the R-22 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Agriculture and Residential Uses.
 - a. Bed and Breakfast.
2. Semipublic Uses, Utilities.
 - a. Church, Synagogue or any other religious institution.
 - b. Club, Association or Lodge.
 - c. Country Club.
 - d. Equestrian Center.
 - e. Golf Course, Driving Range.
 - f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—22,000 square feet.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—25 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structures Setback see Sec. 2.3 (c).

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.5 R-15 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-15 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-15 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-15 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Agriculture and Residential Uses.
 - a. Bed and Breakfast.
2. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course, Driving Range.
 - e. Equestrian Center.
 - f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—15,000 square feet

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

([Ord. No. 730](#), § 2, 12-5-2016; [Ord. No. 800](#), § 1(Exh. A), 6-22-2020)

2.2.6 R-12 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-12 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

- B. *Accessory Uses.* A property in the R-12 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

- C. *Conditional Uses.* A property in the R-12 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club
 - d. Golf Course, Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—12,000 square feet.

Minimum Lot Width—80 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

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

Side yard—10 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structure Setback see Sec. 2.3 (c).

2.2.7 R-10 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-10 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

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

B. *Accessory Uses.* A property in the R-10 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

C. *Conditional Uses.* A property in the R-10 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—10,000 square feet.

Minimum Lot Width—75 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

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

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

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

Accessory Structures Setback see Sec. 2.3 (c).

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

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

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

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

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Size—1 acre.

Maximum Density of Dwelling Units—4 per acre.

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

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard:

From lot line of adjacent property—20.

Between building groupings—20 feet.

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

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

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

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

approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

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

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—5,000 sf.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—50 ft.

Minimum Setbacks.

Front yard—from all street frontages.

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

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

Side yard—5 feet.

Corner Side Yard—10 feet.

Rear yard:

With Rear Alley—0'.

No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

([Ord. No. 692, § 1\(Exh. 1\), 7-21-2014](#))

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

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

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

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

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

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

C. *Conditional Uses.* A property in the R-8A district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

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

Maximum Density of Dwelling Units—8 per gross acre.

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

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard.

From lot line of adjacent property—5 feet.

Between building groupings—10 feet.

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

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

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

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

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

([Ord. No. 675, § 1, 6-3-2013](#))

2.2.10 R-10M dwelling, 'for-rent' or 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-10M district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Attached.
 - b. Dwelling 'For-Rent'.
 - c. Bed and Breakfast.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-10M district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

1. Privacy and decorative fences and walls.
 2. Home Occupation in a residence.
 3. Family Day Care Home in a residence.
 4. Swimming pool, tennis court, storage shed, play house, patio and other private recreation facilities.
 5. Clubhouse, swimming pool, or community recreation facilities serving a development.
 6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 7. Signs, subject to all of the requirements regulating signage herein.
 8. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-10M district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Business Uses.
 - a. Dwelling, Group (congregate housing, nursing home, etc.).
 2. Semipublic Uses, Utilities.
 - a. Church, Synagogue.
 - b. Club, associations, or Lodge.
 - c. Country Club.
 - d. Golf Course/Driving Range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—the development shall occupy a total of at least one acre. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—10 per gross acre.

Minimum Lot Width.

For the property to be developed—75 feet.

If the development is subdivided—20 feet for each individual lot, or 20 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard.

From lot line of adjacent property—25 feet.

Between building groupings—20 feet.

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

Rear yard—50 feet.

Maximum Coverage By Principal Buildings—none.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—none.

([Ord. No. 730](#), §§ 3, 4, 12-5-2016)

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses within the framework of a masterplan. The district regulations are intended to allow greater design flexibility without increasing overall density.

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

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

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

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

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

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

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

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

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

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

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

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Special Care Home in a 'For-Sale' detached dwelling.
5. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
6. Clubhouse, swimming pool, or community recreation facilities serving a development.

7. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 8. Signs, subject to all of the requirements regulating signage herein.
 9. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the CUP district may be used for those uses listed in Table 2.2, including any of the following uses if the uses have been included in the conditions of approval for the CUP zoning on the property; or if the uses are designated on the CUP's Concept Plan; or if the CUP's concepts plan identifies district categories (i.e. commercial, office) wherein the use would otherwise be permitted by right or as a conditional use:
1. Agricultural and Residential Uses.
 - a. Dwelling, Group (congregate housing, assisted living facility, home-elderly, nursing).
 - b. Dwelling, 'For-Sale' Attached.
 - c. Dwelling, 'For-Sale' Detached.
 - d. Dwelling, 'For-Rent'.
 - ~~e. Reserved.~~
 - e. Bed and Breakfast.
 2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Art Galleries.
 - c. Automobile Sales and Leasing.
 - d. Automobile Service and Service Station.
 - e. Automotive Parts.
 - ~~f. Automotive Service.~~
 - f. Bakery.
 - g. Barber Shop.
 - h. Bank, Savings and Loan.
 - i. Beauty Shop.
 - ~~k. Billiards.~~
 - j. Book Store or Stationery.
 - k. Boutique Hotel.
 - l. Bowling Alley.
 - m. Brewery.
 - n. Broadcasting Studio (radio or TV).
 - o. Building Equipment/Material.
 - p. Clinic.
 - q. Contractor's Office with and without outside storage.
 - r. Convenience Market with or without gas pumps.
 - s. Dance Studio.

- t. Day Care Center.
 - u. Distillery.
 - v. Drug Store.
 - w. Dry Cleaning Pick-up Station.
 - x. Equestrian Center.
 - y. Extended stay hotel (see Section 2.7).
 - z. Florist, Retail without Greenhouse.
 - aa. Funeral Home w/ no cemetery or mausoleum.
 - bb. Golf, Miniature.
 - cc. Grocery Store.
 - dd. Hardware and Garden Supply Store.
 - ee. Hotel or Motel.
 - ff. Laboratory, Research or Commercial.
 - gg. Laundry, Self-Serve, Pick-up.
 - hh. Liquor Store.
 - ii. Office Building or Office Park.
 - jj. Park, playground.
 - kk. Pet Day Care.
 - ll. Pet Grooming.
 - mm. Print Shop.
 - nn. Public Building.
 - oo. Recreation Facilities, Indoor and Outdoor.
 - pp. Rental Services Establishment without outside storage.
 - qq. Restaurant.
 - rr. Restaurant, with Drive-thru window.
 - ss. Retail Sales and Services Establishments not otherwise listed for this zoning district.
 - tt. Retail Establishment, Mixed Sales.
 - uu. School, Commercial.
 - vv. Shop or Studio, Craftsman/Artist.
 - ww. Spa Services.
 - xx. Special Event Facility.
 - yy. Theater, Cinema.
3. Wholesale, Storage and Industrial Uses.
- a. Laundry, Industrial.
 - b. Locker, Frozen Food or Cold Storage.
 - c. Manufacturing, Light.
 - d. Wholesale Establishment.

4. Semipublic Uses, Utilities.

- a. Airport, public or private.
- b. Amphitheater.
- c. Athletic Facility, Fitness Studio.
- d. Auditorium.
- e. Church, Synagogue.
- f. Club, association or lodge.
- g. Country Club.
- h. Fire Station.
- i. Golf Course, Driving Range.
- j. Heliport, public or private.
- k. Hospital.
- l. Library.
- m. Museum.
- n. Park or Playground.
- o. Power Station.
- p. School, Academic.
- q. Switching Station (Telecom).
- r. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- s. Wireless Tower.

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

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

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

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

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

([Ord. No. 718](#), §§ 2, 4, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.12 O-P office-professional.

This district is intended to provide for the development of business and professional offices, hospitals, medical and dental facilities and limited commercial activity.

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

1. Residential Uses.
 - a. Bed and Breakfast.
2. Business Uses.
 - a. Bank, Savings and Loan.
 - b. Barber Shop and Beauty Shop.
 - c. Clinic (medical/dental).
 - d. Contractor's office without outside storage.
 - e. Day care center.
 - f. Office (professional/administrative).
 - ~~g. Print Shop.~~
 - ~~h. Public Building.~~
 - ~~i. Staffing/personnel office.~~
 - ~~j. Stock brokerage/financial services office.~~
 - ~~k. Tax preparation office.~~
 - ~~l. Travel agency.~~
3. Semipublic Uses, Utilities.
 - a. Park or Playground.
4. The following support retail uses are allowed provided that they are located within an office building and (in total) do not constitute more than 25% of the floor area of the office building in which they are located:
 - a. Book store or Stationery.
 - b. Retail Establishment - limited to a Computer Supply Store, Jewelry Store (not to exceed 1,200 SF), Office Supply Store (not to exceed 1,200 SF), Optometrist/Eye Wear, Package Shipping/Mail Box Store, and Cell Phone Store.
 - ~~b. Computer/computer supply store.~~
 - ~~c. Copy center.~~
 - ~~d. Jewelry store (not to exceed 1,200 sq. ft.).~~
 - ~~e. Office supply store (not to exceed 1,200 sq. ft.).~~
 - ~~f. Optometrist/Eye wear.~~
 - ~~g. Package shipping/mail box store.~~
 - ~~h. Phone store.~~
 - ~~i. Print Shop.~~
 - ~~j. Stationery/card store.~~

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

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is an accessory shall be in compliance with and decorative fences and walls all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Business Uses.
 - a. Art Gallery.
 - b. Bakery.
 - c. Dry Cleaning Pick up station with drive-thru.
 - d. Fitness studio.
 - e. Florist.
 - f. Restaurant without drive-thru.
 - g. School Commercial.
 - h. Shop or studio, Craftsman/Artist.
 - i. Spa Services.
2. Semipublic Uses, Utilities.
 - a. Auditorium.

- b. Church, Synagogue.
- c. Club, association or lodge.
- d. Public Building.
- e. School, Academic.
- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

2.2.13 O-I office-institutional.

This district is intended for the development of planned office areas which allow for design flexibility through a master plan. Commercial activities are permitted as subordinate uses to the office development.

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

1. Residential Uses.

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

2. Business Uses.

- a. Bank, Savings and Loan.
- b. Broadcasting Studio (radio or TV).
- c. Clinic.
- d. Congregate Housing.
- e. Day Care Center.
- f. Drug Store.
- g. Office Building or Office Park.

- h. Recreational Facilities (Indoor or Outdoor).
- i. Special Event Facility.
- j. Theater, Cinema.

3. Semipublic Uses, Utilities.

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

~~h. Recreation Facilities (Indoor or Outdoor).~~

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

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

8. Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.
- C. *Conditional Subordinate Uses.* A property in the O-I district may be used for any of the following listed uses upon approval as a conditional use by the City Council provided that the uses in aggregate do not constitute more than 25% of the total project and are not segregated so as to create a retail strip center.
1. Residential Uses.
 - a. Reserved.
 2. Business Uses.
 - a. Art Galleries.
 - b. Automobile Service and Service Station.
 - c. Bakery.
 - d. Barber Shop.
 - e. Beauty Shop.
 - f. Book Store.
 - g. Boutique Hotel.
 - h. Bowling Alley.
 - i. Brewery.
 - j. Car Wash.
 - k. Contractor's Office without outside storage.
 - l. Convenience Market with or without gas pumps.
 - m. Dance Studio.
 - n. Distillery.
 - o. Dry Cleaning Pick-up Station.
 - p. Extended Stay Hotel (see Sec. 2.7).
 - q. Florist, Retail without Greenhouse.
 - r. Funeral Home w/out cemetery or mausoleum.
 - s. Golf, Miniature, or Golf Driving Range.
 - t. Hotel/motel.
 - u. Laboratory, Research or Commercial.
 - v. Liquor Store.
 - w. Parking Lot, Commercial.
 - x. Print Shop.
 - y. Restaurant.
 - z. Restaurant, ~~Drive-In or Fast-Food~~ with Drive-thru window.
 - aa. Retail Sales & Services Establishments subject to the limitation of [subsection] 2.2.13 B 8.
 - bb. School, Commercial.
 - cc. Spa Services.

3. Wholesale, Storage and Industrial Uses.
 - a. Manufacturing, Light.
4. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Amphitheater.
 - c. Athletic Facility.
 - d. Auditorium.
 - e. Country Club.
 - ~~f. Hospital.~~
 - f. Fire Station.
 - g. Park or Playground.
 - h. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - i. Wireless Tower.

D. District Regulations.

Minimum Lot Area—the development shall occupy a total of not less than 25 acres. No minimum lot size is required for each building within the development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

- F. Open space.** All areas zoned O-I shall have a minimum of 10% of the gross acres dedicated or set aside as open space for developments up to 100 acres, and shall have a minimum of 15% of the gross acres dedicated or set aside as open space for developments containing 100 acres or more. Amenities may be included and are encouraged within the open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

([Ord. No. 718](#), §§ 3, 6, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.14 C-1 neighborhood commercial.

A. *Permitted Principal Uses.* A property in the C-1 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Residential Uses.

- a. Dwelling, 'For-Sale'—in an existing or historic structure only.

~~b. Reserved.~~

- b. Bed and Breakfast.

2. Business Uses.

- a. Art Gallery.

- b. Bakery.

- c. Bank, Savings and Loan.

- d. Barber Shop.

- e. Beauty Shop.

- f. Book Store.

- g. Carpet and Rug Sales.

- h. Clinic.

~~i. Contractor's Office without outside storage.~~

i. Dance Studio.

- j. Day Care Center.

- k. Drug Store.

- l. Dry Cleaning Pick-up Station.

- m. Florist, Retail Without Greenhouse.

~~n. Gourmet Food Store.~~

- n. Hardware and Garden Supply Store.

~~p. Jewelry Store.~~

- o. Laundry, Self-Serve, Pick-up.

p. Nail Salon.

- q. Office Building or Park.

- r. Pet Day Care.

- s. Pet Grooming.

- t. Print Shop.

~~v. Reserved.~~

- u. Restaurant.

- v. Retail Sales and Services (Establishments not otherwise listed for this zoning district as a permitted or conditional use).

- w. School, Commercial.

- x. Shop or Studio, Craftsman/Artist.

~~aa. Theater, Cinema.~~

3. Semipublic Uses, Utilities.

~~a. Club, association or lodge.~~

a. Library.

b. Museum.

c. Park or Playground.

d. School, Academic.

~~e. Public Building.~~

- B. *Accessory Uses.* A property in the C-1 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

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

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations, herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Uses.* A property in the C-1 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

~~a. Reserved.~~

a. Dwelling, Group (congregate housing, assisted living facility, nursing).

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing
- c. Automotive Parts.
- d. Bowling Alley.
- e. Brewery.
- f. Check Cashing.
- g. Club, association or lodge.
- h. Contractor's Office with out outside storage.
- i. Distillery.
- j. Funeral home with no cemetery or mausoleum.
- k. Golf, Miniature.
- l. Grocery Store.
- m. Hotel/Motel.
- n. Liquor Store.
- o. Parking Lot, Commercial.
- p. Pest Control Business.
- ~~q. School, Academic.~~
- q. Rental Services Establishment without outside storage.
- r. Restaurant, with Drive-thru Window.
- s. Retail Establishment, Mixed Sales.
- t. Smoke Shop and Tobacco Store.
- u. Spa Services.
- v. Special Event Facility.

w. Theater, Cinema.

3. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Auditorium.
- c. Church, Synagogue.
- d. Hospital.

e. Public Building.

- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—45%.

Maximum Building Height—35 feet.

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

([Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 6—8, 12-14-2015; [Ord. No. 730](#), §§ 3, 4, 12-5-2016; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), § 4, 7-10-2017; [Ord. No. 772](#), § 2, 2-4-2019; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.15 C-2 general commercial.

A. *Permitted Principal Uses.* A property in the C-2 district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Residential Uses.

- a. Dwelling, 'For-Sale'—in an existing or historic structure only.
- b. Bed and Breakfast.

2. Business Uses.

- a. Art Gallery.
- b. Automobile Service ~~and Service~~ Station.
- c. Automotive Parts.

~~d. Automotive Service.~~

- d. Bakery.
- e. Bank, Savings and Loan.
- f. Barber Shop.
- g. Beauty Shop.
- h. Book Store.
- i. Bowling Alley.

j. Broadcasting Studio (radio or TV).

~~l. Building Materials, retail with enclosed storage.~~

k. Carpet and Rug Sales.

l. Clinic.

~~o. Clubs, fraternity, association or lodge.~~

~~q. Reserved.~~

m. Contractor's Office ~~with and~~ without outside storage.

- n. Convenience Market with or without gas pumps.
- o. Dance Studio.
- p. Day Care Center.
- q. Drug Store.
- r. Dry Cleaning Pick-up Station.
- s. Florist, Retail Without Greenhouse.
- t. Grocery Store.
- u. Hardware and Garden Supply Store.
- v. Home Improvement Store.
- w. Laundry, Self-Serve, Pick-up.
- x. Liquor Store.

y. Nail Salon.

- z. Office Building or Park.
- aa. Parking Lot, Commercial.
- bb. Pet Day Care.
- cc. Pet Grooming.
- dd. Print Shop.

~~hh. Public Building.~~

~~ii. Recreation Facilities (Indoor).~~

- ee. Rental Services Establishment without outside storage.
- ff. Restaurant.
- gg. Restaurant, w/Drive-thru Window.
- hh. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- ii. Retail Establishment, Mixed Sales.
- jj. School, Commercial.
- kk. Shop or Studio, Craftsman/Artist.

~~qq. Theater, Cinema.~~

3. Semipublic Uses, Utilities.

- a. Athletic Facilities, Fitness Studio.
- ~~b. Club, association or lodge.~~
- b. Hospital.
- c. Library.
- d. Museum.
- e. Park or Playground.
- f. School, Academic.

- B. **Accessory Uses.** A property in the C-2 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as

a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following: (See also Supplementary Regulations in this Article.)

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

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

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

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

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

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the C-2 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

~~a. Reserved.~~

~~b. Reserved.~~

- a. Dwelling, Group (congregate housing, nursing home, etc.).

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing.
- c. Automobile Sales and Leasing.
- d. Boutique Hotel.
- e. Brewery.
- f. Builder's Equipment/Material.
- g. Car Wash.
- h. Check Cashing.

- i. Church, Synagogue.
- j. Club, fraternity, association or lodge.
- k. Contractor's Office with outside storage.
- l. Distillery.
- m. Extended Stay Hotel (see Sec. 2.7).
- ~~k. Florist, Retail with Greenhouse.~~
- n. Funeral Homes.
- o. Golf, Miniature.
- p. Greenhouse with nursery.
- q. Hotel or Motel.
- r. Limousine Service and Taxi.
- s. Massage Therapy (see Sec. 2.7).
- t. Pest Control Business.
- u. Spa Services.
- v. Recreation Facilities, Indoor.
- w. Recreation Facilities, Outdoor.
- x. Small Appliance Repair Shop.
- y. Smoke Shop and Tobacco Store.
- z. Spa Services.

aa. Special Event Facility.

bb. Theater, Cinema.

~~3. Wholesale, Storage and Industrial Uses.~~

~~a. Wholesale Establishment.~~

3. Semipublic Uses, Utilities.

a. Auditorium.

b. Public Building.

~~c. Recreational Facilities (Outdoor).~~

c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

d. Wireless Tower.

D. *District Regulations.*

Minimum Lot Area—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—Conditional (based on prevailing development patterns).

Side yard—Conditional (based on prevailing development patterns).

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70% (for development within Downtown Overlay—90%).

Maximum Building Height—40 feet.

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

([Ord. No. 703](#), § 1, 6-1-2015; [Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 5—7, 9, 12-14-2015; [Ord. No. 730](#), §§ 3, 4, 12-5-2016; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 6, 7-10-2017; [Ord. No. 772](#), § 3, 2-4-2019; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.16 PSC planned shopping center.

All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center.

A. *Conditional Principal Uses.* A property in the PSC district may be used for those uses listed in Table 2.2, only upon approval as a conditional use by the city council:

1. Residential Uses

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

2. Business Uses.

- a. Art Galleries.
- ~~b. Automobile Service Station.~~
- ~~c. Automotive Parts.~~
- b. Bakery.
- c. Barber Shop.
- d. Bank, Savings and Loan.
- e. Beauty Shop.
- f. Brewery.
- g. Book Store.
- h. Car Wash.
- i. Carpet and Rug Sales.
- j. Clinic.
- ~~m. Convenience Market with or without gas pumps.~~
- k. Dance Studio.
- l. Day Care Center.
- m. Distillery.
- n. Drug Store (Pharmacy).

- o. Florist, Retail without Greenhouse.
- p. Grocery Store (max. 50,000 SF in the North Point Overlay).
- q. Hardware Store (max. 50,000 SF in the North Point Overlay).
- r. Home Improvement Store.
- s. Laundry, Self-Serve, Pick-up.
- t. Liquor Store.
- u. Office Building or Park.
- v. Pest Control Business.
- ~~z. Pet Grooming.~~
- ~~aa. Public Building.~~
- ~~bb. Recreational Facilities (Indoor).~~
- w. Rental Services Establishment without outside storage.
- x. Restaurant.
- y. Restaurant w/Drive-thru window.
- z. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- aa. Retail Establishment, Mixed Sales.
- ~~hh. Special Event Facility.~~
- ~~ii. Theater, Cinema.~~

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

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

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

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

- 1. Residential Uses.
 - a. Reserved.
- 2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Automobile Service and Service Station.
 - c. Automotive Parts.

~~d. Automotive Service.~~

- d. Bowling Alley.
- e. Boutique Hotel.
- f. Broadcasting Studio (radio or TV).

~~g. Building Materials, retail with enclosed storage.~~

- g. Convenience Center with gas pumps.
- h. Dry Cleaning Plant.
- i. Dry Cleaning Plant with pick-up station.

~~l. Florist, Retail with Greenhouse.~~

- j. Funeral Home with no cemetery or mausoleum.

k. Greenhouse, Nursery.

- l. Golf, Miniature.
- m. Hotel or Motel.

n. Nail Salon.

- o. Parking Lot, Commercial.
- p. Pet Day Care.
- q. Pet Grooming.
- r. Print Shop.

~~s. Radio or TV, Transmitter or Studio.~~

s. Recreation Facilities, Indoor.

- t. School, Commercial.
- u. Shop or Studio, Craftsman/Artist.
- v. Spa Services.

w. Special Event Facility.

x. Theater, Cinema.

3. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Auditorium.
- c. Church, Synagogue.
- d. Club, fraternity, association or lodge.
- e. Heliport, public or private.
- f. Libraries.
- g. Museum.
- h. Park or Playground.

i. Public Building.

- j. Recreational Facilities (Outdoor).
- k. School, Academic.

~~k. Reserved.~~

- l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- m. Wholesale Establishment.
- n. Wireless Tower.

D. *District Regulations.*

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

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

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

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

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

([Ord. No. 715](#), § 2, 9-28-2015; [Ord. No. 718](#), §§ 3, 4, 12-14-2015; [Ord. No. 741](#), § 4, 6-5-2017; [Ord. No. 744](#), §§ 2, 4, 6, 7-10-2017; [Ord. No. 767](#), §§ 1—3, 10-22-2018; [Ord. No. 808](#), § 2(Exh. B), 9-8-2020)

2.2.17 L-I industrial.

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

1. Agricultural and Residential Uses.

~~a. Greenhouse, Nursery.~~

~~a. Dwelling, Group (home-elderly, children, nursing).~~

2. Business Uses.

a. Animal Hospital, small and large animals.

b. Art Gallery.

c. Automobile Service ~~and Service~~ Station.

d. Automotive Parts.

e. Automotive Sales and Leasing.

~~f. Automotive Service.~~

f. Bakery.

g. Bank, Savings and Loan.

h. Book Store.

i. Bowling Alley.

j. Brewery.

k. Broadcasting Studio (radio or TV).

l. Builder's Equipment/Material.

m. Car Wash.

n. Carpenter Shop, Woodworking.

o. Carpet and Rug Sales.

p. Check Cashing.

q. Church, Synagogue.

r. Congregate Housing.

s. Contractor's Office with and without outside storage.

t. Convenience Market with or without gas pumps.

u. Dance Studio.

v. Day Care Center.

w. Discount Store.

x. Distillery.

y. Drug Store.

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

jjj. Tire Retreading.

3. Wholesale, Storage and Industrial Uses.

- a. Bottled Gas, storage and distribution.
- b. Locker, Frozen Food or Cold Storage.
- c. Machine Shop.
- d. Manufacturing, Light.
- e. Mini-Warehouse.
- f. Septic Tank Sales, Construction.
- g. School, Commercial.
- h. Storage, Inside and Outside.

~~i. Warehouse.~~

- i. Welding Shop.
- j. Wholesale Trade Establishment.

4. Semipublic Uses, Utilities.

- a. Athletic Facility, Fitness Studio.
- b. Amphitheater.
- c. Auditorium.
- d. Church, Synagogue.
- e. Heliport.
- f. Hospital.

g. Library.

h. Museum.

i. Park or Playground.

j. Public Building.

k. School, Academic.

l. Switching Station, Telecom.

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

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

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

- C. **Conditional Uses.** When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

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

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

1.0 *Business Uses.*

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

~~i. Theater, Cinema.~~

2.0 *Wholesale, Storage and Industrial Uses.*

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

3.0 *Semipublic Uses, Utilities.*

- a. Airport, public or private.

~~b. Reserved.~~

~~d. Museum and Library.~~

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

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

4.1 *General Standards.*

- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
- b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
- c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
- d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
- e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
- f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
- g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
- h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
- i. All solid waste is removed from the transfer station within 24 hours of receipt;
- j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
- k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
- l. The transfer facility must be cleaned at least once every 24 hours;
- m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
- n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
- o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
- p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
- q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
- r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
- s. The transfer station must have adequate storage space for incoming solid waste;
- t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received

and transported, specifying the origin by hauler and the destination of the solid waste transported daily;

- u. The facility shall not generate more than 150 total vehicle trips per day;
- v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
- w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
- x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 *Additional Permit Application Requirements.*

- a. Application requirements. An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) Regional plan or map. The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) Site plan. The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
 - (3) Engineering report. The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all solid waste to be accepted, the maximum time any such waste will be stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;
 - (b) A description of all machinery and equipment, including the design capacity;
 - (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
 - (d) A description of the facility's drainage system and water supply system; and
 - (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

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

- a. Unloading and loading areas.
 - (1) The unloading area must be adequate in size and design to facilitate efficient unloading from the collection vehicles and the unobstructed movement of vehicles;

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

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

D. *District Regulations.*

Minimum lot size—one acre.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—35%.

Maximum Building Height—35 feet.

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

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

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

2.2.18 OSR open space and recreational.

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

1. Semipublic Uses, Utilities.

~~a. Community Center.~~

a. Park or Playground.

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

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

1. Privacy and decorative fences and walls.

2. Clubhouse, swimming pool, tennis courts or other community recreation facilities.

3. Vehicle access and public parking areas.

4. Signs, subject to all of the requirements regulating signage herein.

5. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Semipublic Uses, Utilities.

a. Amphitheater.

b. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulation.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—20%.

Maximum Building Height—75 feet.

Screening and buffers—none.

2.2.19 SU special use.

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

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

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

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

1. Privacy and decorative fences and walls.
2. Swimming pool, tennis court, patio and other recreation facilities.
3. Clubhouse, swimming pool, or community recreation facilities serving a development.
4. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
5. Signs, subject to all of the requirements regulating signage herein.
6. Retaining walls and other site improvement structures approved as part of the development permit.

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

1. Semipublic Uses, Utilities.

- a. Cemetery.
- b. Church, Synagogue, or other religious institutions.
- c. Club, association or lodge.
- d. Power Station.
- e. Prison.
- f. Public Building.
- g. Recreation Facilities, Outdoor.
- h. Wireless Tower.

D. *District Regulations.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

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

([Ord. No. 744](#), § 6, 7-10-2017)

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

- A. *Applicability.* This zoning district is applicable to properties located within:
 - 1. Areas that are primarily non-residential in character; or
 - 2. Along major roadways that are primarily commercial in character; or
 - 3. Historic Downtown Alpharetta; or
 - 4. As noted in the Comprehensive Land Use Plan.
- B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.

1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' and 'For-Sale' units shall require conditional use approval as set forth in Table 2.2.
2. *Commercial:* At least 10% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
3. *Open Space:* MU developments shall incorporate the following amounts and types of open space:
 - a. *All developments:* A minimum of 10% of the gross land area shall be designed for use as civic space in conformance with Sec. 2.10.10.C of the North Point Overlay.
 - b. *Developments with residential uses:* In addition to the requirements of "a" immediately above, each MU development containing residential uses shall provide a minimum of one acre of open space/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. This requirement shall not apply in the North Point Overlay, where alternate standards apply.
4. *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
5. Redevelopment projects that incorporate existing buildings and do not conform to the dwelling, commercial, or office/institutional percentages set forth in "1", "2" or "4" above (prior to redevelopment) are not subject to said requirements when all of the following are met:
 - a. At least 75% of the total existing floor area remains after redevelopment; and
 - b. The total floor area of new construction does not exceed the total floor area of existing buildings to remain; and
 - c. The redevelopment does not increase the degree of non-conformity with regards to the percentages set forth in "1", "2" or "4" above.

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

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

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

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

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

Combination of Horizontal and Vertical Mixed Use:

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

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

- C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.2, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

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

2. *Commercial Uses:*

a. Art Gallery.

b. Bakery.

c. Bank, Savings & Loan.

d. Barber Shop.

e. Beauty Shop.

f. Book Store.

g. Boutique Hotel.

h. Brewery.

i. Clinic.

j. Dance Studio.

~~d. Contractor's Office (no on-site storage).~~

k. Day Care Center.

l. Distillery.

m. Drug Store (Pharmacy).

n. Dry cleaning, Pickup Station.

o. Florist, Retail.

~~h. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).~~

p. Grocery Store (max. 50,000 SF in the North Point Overlay).

q. Hardware and Garden Supply Store (max. 50,000 SF in the North Point Overlay).

r. Hotel/Motel.

s. Liquor Store.

t. Nail Salon.

u. Office.

v. Pet Grooming.

w. Print Shop.

x. Recreation Facilities, Indoor and Outdoor.

~~y. Religious Institution.~~

z. Restaurant.

aa. Retail Establishment.

- bb. School, Commercial.
- cc. Spa Services.
- dd. Special Event Facility.
- ee. Theater, Cinema.

3. *Semipublic Uses, Utilities:*

- a. Athletic Facilities, Fitness Studio.
- b. Church, Synagogue.
- c. Heliport.
- d. Library.
- e. Museum.
- f. Park or Playground.
- g. Public Building.
- h. School, Academic.

D. *District Regulations.*

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

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

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

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

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

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

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

- 1. Retail, restaurant, office, and personal service uses at ground level.
- 2. Pedestrian connectivity to all uses.
- 3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
- 4. Accommodations for public transportation.
- 5. Buildings that face or appear to face public roadways.
- 6. Appearance standards for buildings and structured parking.
- 7. Limitations on uninterrupted building elevations.
- 8. Creation of vistas and view corridors within development.

9. Focal point features at prominent locations and ends of vistas.
10. Incorporation of natural site features.
11. Block lengths conducive to pedestrian traffic.
12. Detention and retention facilities designed to be aesthetically pleasing.
13. Creative methods for stormwater management to provide additional open space.
14. Attractive and usable street furniture in public spaces.
15. Emphasis on a high quality landscape plan.
16. Number of office jobs internally captured on-site.

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

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

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

([Ord. No. 702, § 1\(Exh. A\), 3-2-2015](#) ; [Ord. No. 732](#) , § 1, 2-6-2017; [Ord. No. 741](#) , § 4, 6-5-2017; [Ord. No. 744](#) , § 2, 7-10-2017; [Ord. No. 749](#) , §§ 2, 3, 9-18-2017; [Ord. No. 767](#) , § 4(Exh. A), 10-22-2018; [Ord. No. 808](#) , § 2(Exh. B), 9-8-2020)

Table 2.1 List of Development Standards

District	Lot Area	Lot ^B Width	Front Yd. Set Back (ft.) ^F	Side Yards (ft.)	Corner Side Yards (ft.)	Rear Yards (ft.)	Total Bldg. Coverage	Max. Ht. In (ft.)	Min. Flr. Area in Sq. Ft.	Max. Impervious Area ^A
AG	5 acres	200	50' local street 65' all other streets	25	35	50	25%	35	1,800	40%
RE	3 acres	100	50'/65'	25	35	50	25%	35	1,800	40%
R ^E	One acre	100	50'/65'	25	35	50	25%	35	1,800	50%

R-22 ^E	22,000 sq. ft.	100	35' local street 65' all other streets	25	35	30	25%	35	1,500	50%
R-15 ^E	15,000 sq. ft.	100	35' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-12 ^E	12,000 sq. ft.	80	30' local street 65' all other streets	10	20	30	25%	35	1,500	50%
R-10 ^E	10,000 sq. ft.	75	30' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-4A ^E	One acre	30	35' local street 65' all other streets	20 ^C	20	30	40%	35	1,200	60%
R-4D	5,000 sq. ft.	50	35'/65'	5	10	w/alley 0' no alley 20'	40%	35	1,500	60%

R-8A/D ^E	One acre (Attached) 4,500 sq. ft. (Detached)	50	35' local street 65' all other streets	5 adjacent property 10 between buildings	10	w/alley 0' no alley 20'	40%	35	1,200	60%
R-10M ^E	One acre	75	35' local street 65' all other streets	25 adjacent property 20 between buildings	35	50	None	35	None	60%
CUP ^D	100 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		70%
O-P	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	40%	40		70%
O-I ^D	25 acres	None	50/65	15	50/65	15	40%	40		70%
C-1	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	45%	35		80%
C-2	NONE	NONE	Cond.	Cond.	Cond.	10	70% 90% DT Overlay	40		90% (95% DT Overlay)
PSC ^D	10 acres	NONE	50/65	15	50/65	15	40	40		80%
L-I	One acre	NONE	50' local	15	50' local	15	35%	35		80%

			street 65' all other streets		street 65' all other streets					
OS & R	NONE	NONE	50/60	15	50/65	30	20	75	NONE	NONE
SU	NONE	NONE	50/65	10	50/65	10	70%	40		80%
MU	25 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		80%

A - Includes surface or deck parking.

B - Minimum lot width at setback line per unit.

C - Side yard set back from project boundaries and building groupings.

D - Area regulations conditional and are subject to a master plan.

E - All minimum lot sizes as noted are allowable if served by sanitary sewer. If sanitary sewer is not available to the property, then Fulton County Health Department (lot size) regulation shall apply for septic tank approval.

F - Tree save areas may overlap the building lot and building setback area. Such tree save areas must be identified on the land disturbance permit and dedicated on the final plat for permanent preservation.

([Ord. No. 718](#), § 13(Exh. A), 12-14-2015; [Ord. No. 732](#), § 1, 2-6-2017)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

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

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC	LI	OS-R	SU	MU
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O	<u>S</u>					O		X	

Amphitheater										O	Θ	Σ					X	O	X
Animal Hospital, Small Animal (Veterinarian)	O									O			O	O	Θ	Σ	X		
Animal Hospital, Large Animal	O																X		
Art Galleries										O	Θ	Σ	O	X	X	O	X		O
Asphalt Plant																	O		
Athletic Facilities/Fitness Studio	O									O	Θ	Σ	O	✕	X	Θ	Σ	X	O
Auditorium	O									O	Θ	Σ	O	O	O	Θ	Σ	X	
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)										O				O			X		
Automotive Parts										O			O	X	Θ	Σ	X		
Automotive Service & Service Station										O	Θ	Σ		X	Θ	Σ	X		
Automotive Service Station										Θ	Θ			✕	Θ	✕			
Bakery										O	Θ	Σ	O	X	X	O	X		O
Bank, Savings and Loan, Mortgage Company										O	O	X	X	X	O	X			O
Barber/Beauty Shop										O	Θ	Σ	X	X	X	O			O
Bed and Breakfast	X	O	O	O	O				X	O		X	X	X					O
Book Store or Stationery										O	Θ	Σ	A	X	X	O	X		O
Bottle Gas Storage and Distribution																	X		
Boutique Hotel										O	Θ	Σ			O	Θ	Σ	O	O

Bowling Alley													O	Θ <u>Σ</u>	<u>O</u>	X	Θ <u>Σ</u>	X				
Brewery													O	Θ <u>Σ</u>		O	O	O	X		O	
Broadcasting Studio (Radio and TV)	O												O	<u>O</u>			X	<u>Σ</u>	X			
Builder's Equipment/Material	O												O				X <u>O</u>		X			
Car Wash														Θ <u>Σ</u>			O	O	X			
Carpenter Shop, Woodworking	O																		X			
Carpet and Rug Sales																X	X	O	X			
Cemetery	O																				O	
Check Cashing																O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	Θ <u>Σ</u>	X		O	O
Clinic, Public/Private													O	O	X	X	X	O			O	
Club, associations, or Lodge	O			O	O	O	O	O	O	O	O	O	O	O	O	X <u>O</u>	X <u>O</u>	Θ <u>Σ</u>			X <u>O</u>	
Concrete Plant																			O			
Congregate Housing, Assisted Living Facility											O	O	O		O	O		X			O	
Contractor's Office without outside storage													O	Θ <u>Σ</u>	X	X <u>O</u>	X		X		Θ	
Contractor's Office with outside storage													O			Θ	X <u>O</u>		X			
Convenience Center w/Gas Pumps													O	Θ <u>Σ</u>			X	Θ <u>Σ</u>	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O	O	<u>Σ</u>								

Dance Studio													O	Θ <u>Σ</u>		X	X	O	X			O
Day Care Center													O	O	X	X	X	O	X			O
Discount Store																			X			
Distillery													O	Θ <u>Σ</u>		O	O	O	X			O
Drug Store (Pharmacy)													O	O		X	X	<u>O</u>	X			O
Dry Cleaning, Pick-Up Station													O	Θ <u>Σ</u>	O	X	X	Θ <u>Σ</u>	X			O
Dry Cleaning, Plant																		Θ	O			
Dwelling, 'For-Sale', Attached								X		X	X	O						O				O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O						O				O
Dwelling, 'For-Rent'											X	O										O
Dwelling, Group												O	O	O		O	O					O
Equestrian Center	O	O	O	O	O								O							X	Θ	
Extended Stay Hotel (see Section 2.7)													O	Θ <u>Σ</u>			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O										
Farmlands (including Livestock, poultry)	X																					
Fire station													O	Θ <u>Σ</u>							X	
Fireworks Sales																			X			
Florist, Retail													O	Θ <u>Σ</u>	O	X	X	O				O

Funeral Homes with no cemetery or mausoleum													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>	X			
Glass Fabrication																			O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O	O					<u>O</u>		X	
Golf, Miniature													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>			<u>X</u>	
Greenhouse, Nursery	O																O	<u>Σ</u>	X			
Grocery Store													O			O	X	O	X			O
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X						<u>O</u>									
Hardware and Garden Supply Store													O			X	X	O	X			O
Heliport, Public/Private	O												O	O				Θ <u>Σ</u>	X		X	O
Home Improvement Store																X	O	X				
Home-Elderly, Children, Nursing												O	O	O		X <u>O</u>	X <u>O</u>		X			
Hospital													O	O		O	X		X		X	
Hotel or Motel													O	Θ <u>Σ</u>		O	O	Θ <u>Σ</u>				O
Indoor Shooting Range																			O			
Junk/ <u>Salvage</u> Yard																			O			
Kennel	O																		X			
Laboratory, Research Commercial													O	Θ <u>Σ</u>					X			
Laundry, Industrial													O						O			

Laundry, Self-Serve, Pick-Up												O			X	X	O	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												O	Θ <u>Σ</u>		O	X	O	X			O
Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light												O	Θ <u>Σ</u>					X			
Massage Therapy															O			X			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												O	O		X	X	Θ <u>Σ</u>	X		X	O
Nail Salon												O	Θ		X	X	Θ <u>Σ</u>	X			O
Office												O	O	X	X	X	O	X			O
Park or Playground	X	X	X	X	X	X	X	X	X	X	X	O	Θ <u>Σ</u>	X	X	X	Θ <u>Σ</u>	X	X	X	O
Parking Lot, Commercial												O	Θ <u>Σ</u>		O	X	Θ <u>Σ</u>	X			
Pawn Shop																		X			
Pest Control Business (with or without onsite chemical storage)															O	O		X			
Pet Day Care												O			X	X	Θ <u>Σ</u>	X			
Pet Grooming												O			X	X	Θ <u>Σ</u>	X			O

Power Station										O							O		O
Print Shop										O	Θ <u>S</u>	$\times$ <u>A</u>	X	X	Θ <u>S</u>	X			O
Prison																		O	
Public Building										O	O	$\times$ <u>O</u>	$\times$ <u>O</u>	$\times$ <u>O</u>	Θ <u>S</u>	X		$\times$ <u>O</u>	O
Recreation Facilities, Indoor (Health Clubs, Skating Rink, Billiards, Children's event facilities, etc.)										O	O			$\times$ <u>O</u>	Θ <u>S</u>	X			O
Recreational Facilities, Outdoor										O	O		Θ	O	Θ <u>S</u>	X		$\times$ <u>O</u>	O
Recycling Center																O			
Rental Services Establishment without outside storage										O			O	X	O	X			
Rental Services Establishment with outside storage																X			
Restaurant										O	Θ <u>S</u>	O	X	X	O	X			O
Restaurant w/Drive-thru window										O	Θ <u>S</u>		O	X	O	X			
Retail Establishment										O	Θ <u>S</u>	<u>A</u>	X	X	O	X			O
Retail Establishment (Mixed Sales)										O			O	X	O	X			
Sawmill																O			
School, Academic										O	O	O	X	X	Θ <u>S</u>	X		X	O
School, Commercial (Beauty, Business)										O	Θ <u>S</u>	O	X	X	Θ <u>S</u>	X			O

Septic Tank, Sales, Construction																		X		
Sewage, Disposal Plant																		O		
Shop or Studio, Craftsman/Artist											O		O	X	X	Θ <u>S</u>	X			
Small Appliance Repair Shop															O		X			
Smoke Shop and Tobacco Store														O	O		X			
Spa Services											O	Θ <u>S</u>	O	O	O	Θ <u>S</u>	X			O
Special Event Facility	O										O	O		O	O	Θ <u>S</u>	X			O
Storage, Inside																	X			
Storage, Outside																	X			
Switching Station (Telecom)											O						X			
Tattoo Parlor and Body Piercing																	X			
Taxidermist	X																Θ <u>X</u>			
Theater, Cinema											O	O		X <u>O</u>	X <u>O</u>	Θ <u>S</u>	Θ <u>X</u>			O
Tire Retreading																	O <u>O</u>			
Transfer Station																	O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	Θ <u>S</u>	O	O	O	Θ <u>S</u>	O	O	X
Welding Shop																	X			
Wholesale Establishment											O					Θ <u>S</u>	X			

Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	0											0	0		0	0	0		
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([Ord. No. 671, § 1, 2-4-2013](#) ; [Ord. No. 675, § 1, 6-3-2013](#) ; [Ord. No. 692, § 1\(Exh. 1\), 7-21-2014](#) ; [Ord. No. 703, § 1, 6-1-2015](#); [Ord. No. 704, § 2, 6-1-2015](#); [Ord. No. 708, § 1, 8-10-2015](#); [Ord. No. 715, § 4, 9-28-2015](#); [Ord. No. 718, § 14\(Exh. B\), 12-14-2015](#); [Ord. No. 730, § 5, 12-5-2016](#); [Ord. No. 741, § 5\(Exh. A\), 6-5-2017](#); [Ord. No. 744, § 7\(Exh. A\), 7-10-2017](#); [Ord. No. 767, § 7\(Exh. C\), 10-22-2018](#); [Ord. No. 772, § 8\(Exh. A\), 2-4-2019](#); [Ord. No. 808, § 2\(Exh. B\), 9-8-2020](#))

* Uses under the CUP and OI Zoning Districts shall be permissible through an approved master plan amendment and statement of intent.

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA

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

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

Exhibit “B”

SECTION 2.3 SUPPLEMENTARY REGULATIONS

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. Carnival, circus or fair on property zoned and used for non-residential use, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.
- B. Outdoor tent sales on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Seasonal events associated with a not-for-profit on property zoned and used for non-residential use, for a period not to exceed seventy-five (75) days. Authorization may not be granted more than two (2) times per year, per property.
Seasonal Events associated with a for-profit entity on property zoned and used for non-residential use for a period not to exceed thirty (30) days. Authorization may not be granted more than four (4) times per year, per property. Seasonal events, such as an ice-skating rink, corn maze, haunted house, etc. shall be limited to activities that draw fewer than 100 people at a time.
- D. Religious meeting in a tent or other temporary structure ~~in the AG, R-10M, CUP, O-I, C-1, and C-2 Districts~~ on property zoned and used for non-residential use, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products ~~in the AG, O-I, C-1, C-2 and L-1 Districts~~ on property zoned and used for non-residential use, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

(Ord. No. 688, § 1, 4-28-2014 ; Ord. No. 708 , § 1, 8-10-2015; Ord. No. 718 , § 15, 12-14-2015; Ord. No. 808 , § 3(Exh. C), 9-8-2020)

Exhibit “C”

Sec. 3.4. Uses Allowed by District.

3.4.1. Allowed Use Table.

- A. In order to regulate a variety of similar uses, use categories have been established for principal uses. Use standards for both principal and accessory uses are specified in Section 2.3 and Section 2.7 of the Unified Development Code. Uses not listed may be interpreted by the Director of Community Development. When the Director of Community Development cannot determine placement, an application shall be made to the Board of Appeals for interpretation.
- B. Principal and accessory uses allowed by district are shown in the table below.

3.4.2. Use Table Key.

- A. Permitted Use (X). Indicates a use is permitted in the respective district. The use is also subject to all other applicable requirements of the Unified Development Code.
- B. Conditional Use (O). Indicates a use may be permitted in the respective district only where approved by the City Council in accordance with Section 4.2 of the Unified Development Code. Conditional uses are subject to all other applicable requirements of the Unified Development Code, including any applicable use standards, except where the use standards are expressly modified by the City Council as part of the conditional use permit approval.
- C. Use Not Permitted. An empty cell indicates that a use is not permitted in the respective district.

Key: X = Permitted Use O = Conditional Use Empty Cell = Use Not Permitted				
Use Category	Downtown Zoning Districts			
Specific Use	DT-C	DT-MU	DT-LW	DT-R
Open Uses				
Community Garden	X	X	X	X
Equestrian Center				
Farmlands (including Livestock, poultry)				
Greenhouse, Nursery				
Residential Uses				
Household living (see district regulations for additional density and Conditional Use Permit requirements):				
Dwelling, 'For-Sale,' Attached	X	X	X	X
Dwelling, 'For-Sale,' Detached	X	X	X	X
Dwelling, 'For-Rent'	O	O		
Group living:				
Congregate Housing, Assisted Living Facility	O	O		
Home-Elderly, Children, Nursing	X	X		
Public/Institutional Uses				
Associations, (Clubs & Lodges)	X O	X O	O	O
Cemetery				
Church, Synagogue, Other Place of Worship	O	O	O	O
Country Club				
Fire Station	X	X		
Golf Course, Driving Range				
Museums & Libraries	X	X	O	
Park and Playground	X	X	X	X
Power Station				

Prison				
Public Building	✕ <u>O</u>	✕ <u>O</u>	O	
Sewage, Disposal Plant				
School, Academic	O	X	O	
School, Commercial (Beauty, Business)	X	X	O	
Utility Substation	O	O	O	O
Telecommunications				
Antenna Tower				
Broadcasting Studio (Radio & TV)	O	O	O	
Switching Station (Telecom)				
Commercial Uses				
Adult Entertainment Establishment				
Amphitheater	O	O	O	
Animal Hospital, Small Animal (Veterinarian)	O	O		
Animal Hospital, Large Animal		O		
Art Galleries	X	X	O	
Athletic Facilities/Fitness Studio	X	X	O	
Auditorium	O	O	O	
Auto Sales and Leasing (Trucks, Vans, Cars & Accessories)		O		
Automotive Parts	X	X		
Automotive Service		X		
Bakery (under 8,000 square feet in floor area)	X	X	O	
Bakery (8,000 square feet or more in floor area)		X		
Bank, Savings & Loan, Mortgage Company	X	X	O	
Barber Shop	X	X	O	
Beauty Shop	X	X	O	
Bed & Breakfast	X	X	O	O
Book Store or Stationery	X	X	O	
Boutique Hotel	O	O		
Brewery	O	O		
Car Wash				
Carpet and Rug Sales	O	O		
Check Cashing		O		
Clinic, Public/Private	X	X	O	
Contractor's Office (with no outside storage)	O	X	O	
Contractor's Office (with outside storage)		O		
Convenience Center (with gas pumps)		X	O	
Dance Studio	X	X	O	
Day Care Center	O	X	O	
Discount Store				
Distillery	O	O		
Drug Store, Pharmacy	X	X	O	
Dry Cleaning, Pick-Up Station	X	X		
Florist, Retail (with no greenhouse)	X	X	O	
Florist, Retail (with greenhouse)		O		
Funeral Home (with no cemetery or mausoleum)	O	O	O	
Golf, Miniature		O		

Grocery Store (under 2,000 square feet in floor area, located at a street corner, and limited to one per block)	X	X	O	
Grocery Store (2,000 square feet or more in floor area)	X	X		
Hardware & Garden Supply Store (under 8,000 square feet in floor area)	X	X		
Hardware & Garden Supply Store (8,000 square feet or more in floor area)		X		
Home Improvement Store		X		
Hospital		O		
Hotel	O	O		
Indoor Shooting Range				
Kennel				
Laundry, Self-Serve, Pick-Up		X		
Liquor Store	O	O		
Massage Therapy		O		
Nail Salon	X	X	O	
Office	X	X	X	
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)	O	O	O	
Parking Lot, Commercial (under 30 spaces)	O	O	O	
Parking Lot, Commercial (30 spaces or more)	O	O		
Pawn Shop				
Pet Day Care (with no overnight boarding)	X	X	O	
Pet Grooming	X	X		
Print Shop	X	X	O	
Recreation Facilities, Indoor (Health Clubs, Bowling Alley, Skating Rink, Billiards, Children's event facilities, etc.)	O	O	O	
Rental Services Establishment with no outside storage	O	X		
Restaurant (see Accessory Uses for additional drive-through requirements)	X	X	O	
Retail Establishment (with no mixed-sales)	X	X	O	
Retail Establishment (with mixed-sales)	O	O		
Service Station, Automotive		X		
Shop or Studio, Craftsman/Artist	X	X	O	
Small Appliance Repair Shop	O	O		
Spa Services	O	O	O	
Special Event Facility	O	O		
Tattoo Parlor & Body Piercing				
Theater, Cinema	O	O		
Industrial Uses				
Asphalt Plant				
Bottle Gas Storage & Distribution				
Builder's Equipment/Material				
Carpenter Shop, Woodworking (under 8,000 square feet in floor area)	O	O		
Carpenter Shop, Woodworking (8,000 square feet or more in floor area)				

Concrete Plant				
Dry Cleaning, Plant				
Glass Fabrication (under 8,000 square feet in floor area)				
Glass Fabrication (8,000 square feet or more in floor area)	O	O		
Junk Yard				
Laboratory, Research Commercial				
Laundry, Industrial				
Locker, Frozen Food or Cold Storage				
Machine Shop				
Manufacturing, Heavy, General				
Manufacturing, Light, Limited (under 8,000 square feet in floor area)	O	O		
Manufacturing, Light, Limited (8,000 square feet or more in floor area)				
Mini-warehouse Storage, Conditioned or Unconditioned Space				
Pest Control Business (with or without onsite chemical storage)		O		
Recycling Center				
Rental Services Establishment with outside storage (other than auto related)				
Salvage Yards				
Sawmill				
Septic Tank, Sales, Construction				
Storage, Inside				
Storage, Outside				
Taxidermist				
Tire Retreading				
Transfer Station				
Welding Shop				
Wholesale Storage and Distribution				
Transportation Uses				
Airport, Public/Private				
Heliport, Public/Private				
Limousine Service & Taxi (with or without outside vehicle storage)		O		
Accessory Uses				
Clubhouse, swimming pool, or community recreation facilities serving a development	X	X	X	X
Drive-Through Window		O		
Dwelling, 'For-Sale', Accessory	X	X	X	X
Family Day Care Home	X	X	X	X
Group Home				
Home Occupation	X	X	X	X
Live-Work	X	X	X	
Parking Garage	X	X	O	
Privacy and decorative fences and walls	X	X	X	X

Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.	X	X	O	
Retaining walls and other site improvement structures approved as part of the development permit.	X	X	X	X
Signs, subject to all of the requirements regulating signage of the district.	X	X	X	X
Special Care Home	X	X	X	X
Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities	X	X	X	X
Vehicle access, parking and loading areas	X	X	X	X

(Ord. No. 741 , § 4, 6-5-2017; Ord. No. 744 , § 2, 7-10-2017; Ord. No. 808 , § 4(Exh. D), 9-8-2020)

3.4.3. Specific Use Standards.

The following principal and accessory uses must conform with the indicated use standards.

A. **Dwelling, 'For-Sale' Accessory.** Where a Dwelling, 'For-Sale' Accessory is allowed, it is subject to the following:

1. The dwelling shall be accessory to a permitted commercial use and shall be located above or to the rear of such use to which it is accessory.
2. The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.
3. The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial structure to which it is accessory.
4. The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial structure and the dwelling.
5. The dwelling and the commercial structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other codes of the City.

B. **Live-Work.** Where Live-Work is allowed, it is subject to the following:

1. Live-work is only permitted on the first floor of a dwelling unit.
2. A minimum of one person must occupy the dwelling containing the live-work use as their primary place of residence.
3. The live-work use may employ no more than two persons not living on the premises at any one time.
4. No business storage or warehousing of material, supplies or equipment is permitted outside of the dwelling containing the live-work use.
5. The nonresidential use of the live-work use is limited to a permitted or conditional use in the zoning district.
6. No equipment or process may be used in connection with the live-work use that creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses, off the premises.
7. No more than 5 customers are permitted on the premises at any one time.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

CITY COUNCIL SPONSOR: STAFF INITIATED

I. AGENDA ITEM TITLE: PH-21-16 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – MEDICAL MARIJUANA

CITY COUNCIL:

SEPTEMBER 27, 2021

This item was considered at the 9/2/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval. Vote 6-0

II. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Article II Use of Land and Structures, to add definitions for Medical Marijuana Dispensary and Production Facility and assign uses to zoning districts.

DISCUSSION

In response to the State's recent selection of licensed medical marijuana producers, Staff proposes definitions of Medical Marijuana Dispensary and Production, as well as assigning uses to zoning districts within the Unified Development Code (UDC). Staff proposes to allow 'Medical Cannabis or Marijuana Dispensary' in the LI (Light Industrial) zoning district with approval of a conditional use and to prohibit 'Medical Cannabis or Marijuana Production Facility' in all zoning districts.

III. ATTACHMENTS:

- UDC Strike Through and Underline Edits

1.4.2 Defined terms.

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

Acceleration Lane. An added roadway lane which permits integration and merging of slower moving vehicles into the main vehicular stream.

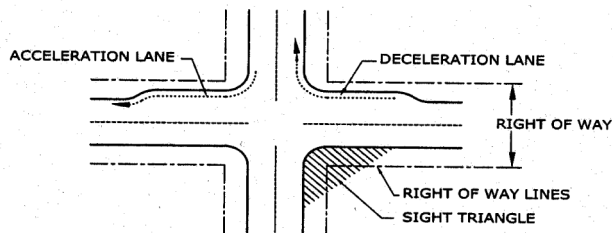


FIGURE 1

Access. A way or means of approach to provide physical entrance to a property.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

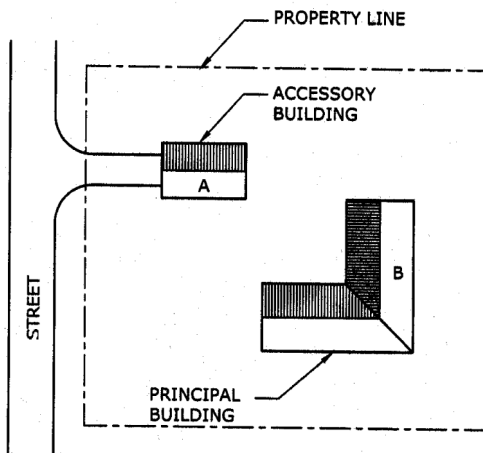


FIGURE 2

Accessory Use. A use customarily incidental and subordinate to the principal use and located on the same lot with such principal use.

Acre. A measure of land area containing 43,560 square feet.

1. *Acreage, Gross.* The total area of a property measured in acres and fractions thereof rounded to the nearest one-tenth acre.

2. *Acreage, Net.* The total buildable area of a property measured in acres to the nearest one-tenth, as existed when originally approved for its current zoning district, less any flood plain, easements and land dedicated to and accepted for streets or other public improvements by the City.

Adult Book Store. A retail establishment, a majority of whose inventory consists of books, magazines, videotapes and similar materials containing sexual activities or specified anatomical parts.

Airport. A property or structure licensed and approved by the Federal Aviation Administration where fixed wing aircraft or helicopters can land and take off, which may be equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

Aisle. The traveled way, which is not the public right-of-way, by which cars enter and depart parking spaces.

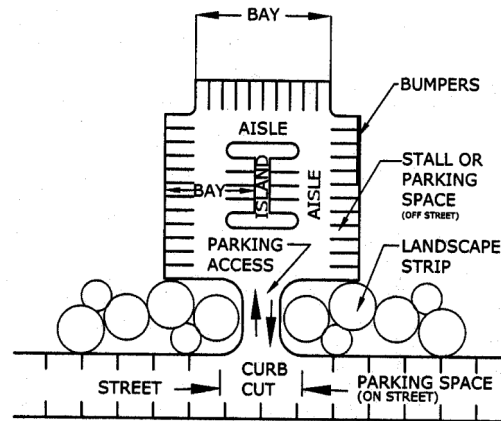


FIGURE 3

Alley. A non-exclusive private easement or publicly dedicated service way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to a building; any change in use; or any relocation of a building from one location or position to another.

Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience.

Amenity. A natural or man-made feature which is intended to enhance or make more attractive or satisfying a particular property.

Animal Hospital, Large Animals. A place where horses, cattle, sheep or other animals normally kept in agricultural settings are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Animal Hospital, Small Animals. A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Annexation. The incorporation of a land area into the City with a resulting change in the city limit boundaries.

Antenna. See Section 2.8 for definition of 'antenna.'

Apartment. One or more rooms comprising an independent dwelling unit in a 'For-Rent' building.

Applicant. Any person making a request to the City for any approval, permit or authorization under the procedures contained in this Ordinance.

Art Galleries. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This does not include libraries, museums, or non-commercial art galleries, or where such display of art is incidental to the primary use.

Asphalt Plant. A business which manufactures, mixes, or blends asphaltic products for distribution.

Assisted Living Facility. See Congregate Housing.

Associations. An organization of persons having common interests or purposes.

Auditorium. An indoor building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Auto Sales and Leasing. The use of any building, land area, or other premises or portions thereof, for the display, sales or lease of automobiles, trucks, vans, trailers or recreational vehicles, including internet transactions where most vehicles are not stored on site.

Automobile. A self-propelled, free moving vehicle, with at least four but no more than six wheels, designed primarily for the transportation of passengers or for conveyance of up to two tons of materials on a street or roadway.

Automobile Service Station. Any building, land area or other premises, or portion thereof used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries and similar accessories, or the provision of tune-up or light maintenance services for vehicles.

Automotive Service Establishment. A business principally engaged in the repair of automobiles or other motorized vehicles, or the installation or repair of equipment or parts on motorized vehicles such as mufflers, brakes, tires, radios, transmissions, and engines or engine parts.

Bakery. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service.

Bank. A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. This may include credit unions, savings and loans, and traditional banks.

Barber Shop. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.

Basement. An area below the first floor of a building used for storage, garages, and utilities or for common use of the occupants of the building. A basement used for any one or more of the above purposes shall not be counted as a story.

Beauty Shop. Any commercial establishment, residence, vehicle, or other establishment, place, or event wherein cosmetology is offered or practiced on a regular basis for compensation, excluding such types of services requiring customers to disrobe.

Bed and Breakfast. A building in which lodging and meals are provided for no more than seven (7) guest rooms and one (1) owner's suite and meals are served in a common dining room. Lodging facilities and services are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Bed and Breakfast does not include retail uses, public bar, conference center or special event facilities. Guest rooms within the building shall contain no equipment for food preparation other than a coffee maker, mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through the interior of the building.

Berm. A mound of earth, or the act of pushing earth into a mound.

Block. A tract of land bounded by streets or a combination of streets and public land, rights-of-way or any other barrier to the community or development.

Board of Appeals. The appointed Board of Appeals of the City of Alpharetta.

Boarding House. A dwelling where more than two, but fewer than six rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Book or Stationery Store. An establishment for the sale or distribution of books and miscellaneous stationery by direct retail sales to the public.

Bottled Gas Storage and Distribution. An establishment where gas is stored for wholesale distribution.

Boutique Hotel. A high quality hotel which contains less than 120 rooms located in a unique setting, such as the City's Downtown, mixed-use developments and/or an entertainment district. The building shall reflect a unique exterior architecture and interior design compatible with the area in which the hotel is located. The boutique hotel shall provide guests with high quality services, such as, but not limited to, concierge, on-site restaurant, room service, meeting space, business center, banquet facilities, spas, doormen, valet parking, boutiques and/or other amenities. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Brewery. A facility where malt beverages are manufactured or brewed.

Broadcasting Studio. An establishment for the dissemination of radio, television, satellite, or similar medium, which may include a transmission tower.

Buffer Area or Buffer Strip. That portion of a lot set aside for open space and screening purposes pursuant to applicable provisions of this Ordinance to separate different zoning districts or uses on one property from uses on another property. A required set back area may not be included in a required buffer area or visa-versa.

Buffer, Undisturbed. An area of land as defined above that exists in its natural state without intrusion or alteration. The addition of landscaping into areas of sparse vegetation within undisturbed buffers does not constitute intrusion or alteration.

Buildable Area. See "Lot Building Area."

Builder's Equipment. An area designed or intended for the storage and use of equipment or materials common in the construction trade. This may not include sales of such equipment or materials.

Building. Any structure built for or intended for occupancy, storage or shelter of persons, animals, personal or business property, or machinery of any kind which is entirely separated from any other structure.

Building Code. The latest edition of all codes relating to the construction of buildings and their mechanical, electrical and other systems, as adopted by the City of Alpharetta pursuant to the Georgia Uniform Building Code Act and also referred to as the Standard Building Code.

Building Frontage. The linear width of a building facing or most nearly facing a street.

Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.

Building Inspector. The Building Official of the City of Alpharetta or the Building Official's designated representative.

Building Site. A parcel or lot or land occupied or intended to be occupied by a building or structure having not less than the minimum area permitted by the code.

Bus Shelter. A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

Car Wash. Any building or premises or portions thereof dedicated to use for washing automobiles; or a structure containing facilities for washing automobiles.

Carpenter Shop. An establishment utilized for the manufacture or assemblage of wood into usable forms for sale and distribution.

Carpet and Rug Sales. An establishment for the retail or wholesale sale of floor coverings.

Cemetery. Land used or dedicated to the burial or internment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities.

Center Line of Street. Any line surveyed as such by the City of Alpharetta or the Georgia Department of Transportation or their designee, or, if no such survey exists, the line which is midway between the edge of pavement or back of curb of a street.

Central Business District (CBD). That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west. (see page 2-103)

Certificate of Occupancy. A document issued by the Director indicating that a particular building conforms with the requirements of this Ordinance and the building is complete and ready for use.

Church. A facility incorporating one or more buildings where religious services are conducted.

City. The City of Alpharetta, Georgia.

City Administrator. The Chief Operating Officer of the City of Alpharetta or his designee.

City Clerk. The City Clerk of Alpharetta, Georgia, or the City Clerk's designated representative.

City Council or Mayor and Council. The legally constituted and elected governing body of the City of Alpharetta, Georgia.

Clinic. An establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists, medical professionals, or social workers and where patients are not usually lodged overnight.

Club. Buildings and facilities owned or operated by an association or persons for a social or recreational purpose.

Collection Box. A container, trailer, vehicle or other structure, used for the purpose of acquiring donated goods, by a for-profit or not-for-profit entity.

Commercial Parking Lot. An area or structure dedicated to the temporary storage of automobiles or other vehicles for periods of less than 24 hours for a fee, operated as the principal use of the property or structure.

Community Development Director. The Director of the Community Development Department or his designee.

Comprehensive Plan (CP). The long-range plan for guiding development in the City of Alpharetta and the City's urban area to a point in time at least 15 years from when the plan was adopted, with the overall goal being to accommodate development in a timely, orderly, and efficient arrangement of land uses and public facilities and services that meet the needs of present and future residents and businesses.

Concept Plan. A generalized map presenting an image or representation of a proposed development, and showing those plan elements as further required by this Ordinance.

Concrete Plant. A business which manufactures, mixes, or blends concrete products for distribution.

Conditional Use. A use that generally would not be appropriate throughout a zoning district but which, if controlled as to visual appearance, number, area, height, location, or relation to abutting or nearby uses, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted only in zoning districts specified in this Ordinance and are subject to conditions and approval by the Mayor and Council.

Condominium. A legal form of multiple ownership consisting of a building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Condominium, Office. An office building (or group of buildings) organized, owned and maintained as a condominium.

Condominium, Residential. A building type consisting of individual units located within a single structure. The structure normally has at least two, but no more than six stories. The structure is designed to appear as a single building with no architectural distinction between the units. Architectural elements such as materials, colors and windows are repeated consistently throughout the building and there is usually a single roof element and a single point of primary entry. The architectural style typically expresses the horizontal lines of the building which then accentuates the floors of the building as a primary visual element. The common areas of the building such as the elevators and lobby may be expressed as special features on the main elevations of the structure.

Congregate Housing. Any group dwelling or facility licensed by the state, public or private, which for gain or otherwise, regularly provides one or more persons with assisted living care. The term "assisted living care" means specialized care and services including the provision of personal services, the administration of medications by a certified medication aide and the provision of assisted self-preservation. The term "personal services" includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance, essential activities of daily living such as eating, bathing, grooming, dressing, toileting, ambulation and transfer. The term "assisted self-preservation" means the capacity of a resident to be evacuated from an assisted living facility to a designated point of safety and within an established period of time as determined by the Office of Fire Safety Commissioner. Assisted self-preservation is a function of all of the following:

1. The condition of the individual.
2. The assistance that is available to be provided to the individual by the staff of the assisted living facility; and
3. The construction of the building in which the assisted living facility is housed, including whether such building meets the state fire safety requirements applicable to an existing health care occupancy.

Construction Trailer. A temporary structure used as an office and located on an active construction site.

Contractor's Office with outside storage. A room or group of rooms used for conducting business that includes an enclosed exterior space for the storage of business related equipment and supplies.

Contractor's Office without outside storage. A room or group of rooms used for conducting business that does not use any exterior storage area.

Convenience Center with Gas Pumps. A facility that combines a small retail store with the sale and dispensing of gasoline products.

Convenience Store. A retail establishment primarily selling packaged food and household convenience items, which may also dispense automobile fuel, oil and accessories. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Craftsman Shop or Studio. A facility where products are made or serviced on an individual basis without the use of mechanized or assembly line production equipment.

Curb Break or Curb Cut. Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.

Data Center. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or data processing equipment or systems.

Day Care Center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the State of Georgia as a group day care home or day care center, which enrolls therein for pay, for supervision and care, seven or more children or adults. Such facility may provide supervision, care, education, recreation and specialized programmings but does not provide overnight accommodations.

Deed. An instrument that conveys or transfers title to land or other real property.

Density. The average number of dwelling units or gross square feet of building floor area per gross acre of land. For an individual property, the density shall be calculated by dividing the total dwelling units or gross square footage of the building by the total gross acres of the property that existed when originally approved for its current zoning district.

Design Review Board. The Design Review Board of the City of Alpharetta, as established by this Ordinance and appointed by the Mayor and Council.

Development Activity. The construction of public improvements, site improvements, or buildings, including any alteration of a property in preparation for such construction. Development Activity shall also include the "thinning" or removal of trees from undeveloped land in conjunction with a forest management program, and the removal of trees incidental to the development of land or to the marketing of land for development.

Director. Unless otherwise specified, the Director of Community Development of the City of Alpharetta, Georgia, or the Director's designated representative.

Discount Store. A retail store that sells new or used goods or products at prices lower than traditional retail outlets. Discount stores principally engage in offering a category of similar goods or a wide assortment of goods for sale to the general public. This includes, but is not limited to, swap shops, flea markets, antique malls, donation centers, surplus stores and thrift stores.

Distillery. A facility where distilled spirits are manufactured (distilled, rectified or blended).

Downtown Overlay. That portion of the City generally bounded by Canton Street and Mayfield Road to the North; Wills Road and the western boundaries of Milton Manor and Milton Estates Subdivisions to the West; South Main Street, Old Milton Parkway and the southern boundary of Alpha Park Subdivision to the South; and Westside Parkway and the eastern boundary of Alpha Park Subdivision to the East. The study area of the City of Alpharetta Downtown Master Plan shall be shown on the Official Zoning Map and labeled "Downtown Overlay." In the event of a conflict between the general description set out herein and the Map, the Map shall control.

Drainage. See Article III, Section 3.1 for all definitions relating to drainage and storm water control.

Drive or Driveway. A surfaced asphalt or concrete area on a lot which provides direct access for vehicles between a street and a private garage, carport or other permitted parking space or parking area or loading area.

Dry cleaning, pick-up station. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Dry cleaning plant. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and/or agitation, and other processes incidental thereto.

Duplex (or semi-detached). A building type consisting of two independent units that are attached by a common side wall, floor and/or ceiling. Such units normally have at least two, but no more than four floors. These units may share a common front door and are sometimes designed to appear as a single unit.

Dwelling, 'For-Rent' (Downtown Overlay).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant and located within the Downtown Overlay (map A).
- b. Building—A structure incorporating multiple rental units. (See Apartments.)
- c. See Section 2.7 Standards for Downtown Overlay.

Dwelling, 'For-Rent' (Outside of Downtown Overlay).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant.
- b. Building—A structure incorporating multiple rental units. (See Apartment.)
- c. See Section 2.7 Standards for Units (outside of Downtown Overlay).

Dwelling, 'For-Sale'.

- a. Detached—A free-standing residential unit designed to be purchased and occupied by a single family.
- b. Attached—A residential unit attached to other residential units and designed to be purchased and occupied by a single family.
- c. Condominium—A type of property ownership in which a 'For-Sale' unit is purchased and the purchaser of each unit acquires full title to the unit and an undivided interest in the common elements (the land, roof, elevator, etc.).

Dwelling, Group. A building or portion of a building occupied or intended for occupancy by a number of unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes but is not limited to the terms rooming house, apartment hotel, nursing home, fraternity or sorority house, YMCA or YWCA. A hotel, motel or bed and breakfast tourist home shall not be deemed to be a group dwelling as herein defined.

Dwelling Unit. One or more rooms connected together and constituting a separate, independent housekeeping establishment designed for use by one family with provision for cooking, eating, sleeping, bathing and personal sanitation, and physically set apart from any other rooms or dwelling units in the same structure or another structure.

Easement. A grant by a property owner of any designated part of a property for the use by another for a specified purpose without transfer of title or right of ownership.

Egress. An exit.

Electric power yards, substation. All equipment, fixtures, and personal property operated or maintained in connection with the production of electricity using any source of thermal, steam, wind, or solar energy with a generating capacity of more than 500 kilowatts and less than 50 megawatts.

Existing Use. The use of a lot or structure at the current time or another time if so designated.

Extended Stay Hotel. A building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses. See, Section 2.7.3.

Family. One or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, living and cooking together as a single, nonprofit housekeeping unit.

Family Day Care Home. An accessory use within a private residence, licensed by or registered with the State of Georgia as a family day care home, operated by the occupant of the dwelling who enrolls for pay, for supervision and care without overnight accommodations, three but not more than six children or adults.

Fast Food Restaurant. See Restaurant, Drive-thru or Fast Food.

Fence. A structure made of manufactured materials—and used for the purpose of defining a boundary, creating an enclosure, providing security, privacy or screening, or as a means of protection.

Flood Control. See Article III, Section 3.4, for definitions relating to flooding and flood control.

Floor Area. The total number of square feet of heated floor space within the exterior walls of a building.

Floor, First. The location within a building in which the primary egress and ingress are provided.

Florist, Retail With Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is permitted as a normal accessory use.

Florist, Retail Without Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is not permitted.

Frontage Lot or Street Frontage. The width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Funeral Home. A building used for the preparation of deceased human beings for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

Future Land Use Map. The map named as such and contained in the Comprehensive Plan that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.

Garage Sale. The sale or offering for sale of miscellaneous personal items on a residential zoned lot, (not including churches and schools).

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gasoline Station. A facility where primary use is the dispensation of fuels. (Also see Convenience Center with Gas Pumps)

Gazebo. An accessory, open air structure not exceeding 300 sq. ft. in size.

Governing Body. The Mayor and Council of the City of Alpharetta, Georgia, under whose authority this Ordinance is enacted into law, administered, and enforced.

Grade. The degree rise or descent of a sloping surface. The average elevation of the sidewalk or crown of road surrounding a building site.

Grade, Finished. See Section 3.1, "Site Grading and Land Disturbance."

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale or for personal enjoyment.

Greenspace. All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by manmade materials or structures such as buildings or paving.

Group Home. A dwelling shared by four or fewer persons, excluding resident owner, (or no more than six persons including the resident owner), who live together as a single housekeeping unit and in a long term, family-like environment in which the resident owner, serving as the primary caregiver to the residents, provides care, education and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. 1. No group home shall be located within 2,000 ft. of another group home as measured at the property line. 2. A group home shall be limited to one structure and multiple structures located near one another shall not be considered components of one group home. Each structure shall meet distance requirements. The term "group home" shall not include a halfway house, a treatment center for alcoholism or drug abuse, and work release facility for convicts or ex-convicts, a home for detention and/or rehabilitation of juveniles adjudged delinquent or unruly and placed in custody of the state or other housing facilities serving as an alternate to incarceration. The term "group home" shall also not allow the use of a dwelling as an apartment or duplex. A "group home" shall not allow use of the dwelling as a home for individuals on parole, probation, or convicted and released from incarceration, for any crimes including child molestation, aggravated child molestation, or child sexual abuse, as defined in O.C.G.A. 16-6-4 or individuals required to register as sex offenders pursuant to O.C.G.A. 42-1-12. A group home may include a home for the handicapped. As used in this subsection, the term "handicapped" shall mean:

1. Having a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
2. Having a record of having such an impairment; or
3. Being regarded as having impairment.

However, the term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals.

Hardware Store. A facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliance, garden supplies, etc.; if greater than 30,000 square feet, such a facility is a Home Improvement Center.

Home Improvement Center. A facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, houseware and household appliances, garden supplies, and cutlery.

Home Occupation. Any activity carried out as a business and/or for profit by the resident and conducted as an accessory use in the resident's dwelling unit.

Hospital. A building providing primary or tertiary health services and medical or surgical care to persons including in-patients and out-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

Hotel (or Motel). A building in which lodging along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service and fitness center, are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Hotel services shall include the provision of food and beverage services suitable for both guests and groups, on-site restaurant, lounges, group meeting spaces with banquet facilities and selective amenities, such as but not limited to spas, banquet rooms, doormen, valet parking, concierge, and high-end restaurant and boutiques. Guest rooms within the building shall contain no equipment for food preparation other than a mini-fridge and/or microwave. There shall be no self-serve laundry facilities (for guests use) within the building. Access to each guest room shall be through an inside lobby supervised at all hours.

Improvements. The buildings, public utilities and facilities, and accessory structures built on or serving a property.

-
- A. *Public Improvements.* Any structure, owned by or to be dedicated to a government or a utility regulated by the Georgia Public Service Commission, together with its associated public land, easement or right-of-way, necessary to provide transportation, drainage, public or private utilities, or other public services such as education, recreation, or public safety.
 - B. *Site Improvements.* Any structure, other than a principal building or a structure intended for dedication to public ownership, constructed to support or provide for the use or occupancy of a property, such as driveways, parking and loading areas, retaining walls and other earthen works, erosion and sedimentation control facilities, stormwater drains and detention facilities, and connections to public water, sewer or other utilities.

Industrial Park. A development that contains a number of separate industrial buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Industrialized Buildings. Prefabricated structures as defined in O.C.G.A. 110-2 and usually used for a limited time period such as for a site construction office, portable classroom and site real estate office.

Ingress. Access or entry.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signing or lighting.

Junk or Salvage Yards. Any area, lot, land, parcel, building or structure or part thereof used for the storage, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or two or more unregistered, inoperable vehicles or other type of junk. See Also "Recycling Center."

Kennel. An establishment in which more than six dogs or other domesticated animals more than one year old may be housed, groomed, bred, boarded, trained or sold.

Land Disturbance Permit. A permit issued by the City that authorizes Development Activity, and includes, but is not limited to, activity related to soil erosion control, clearing and grubbing, grading, public and site improvements. This permit does not authorize building construction.

Land Use. See "Use," "Principal Use," and "Accessory Use."

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

Loading Space, Off-street. A space or berth used for the loading or unloading of commercial vehicles, trucks or other vehicles.

Lot. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of a lot, no part of the street right-of-way or private street easement may be included.

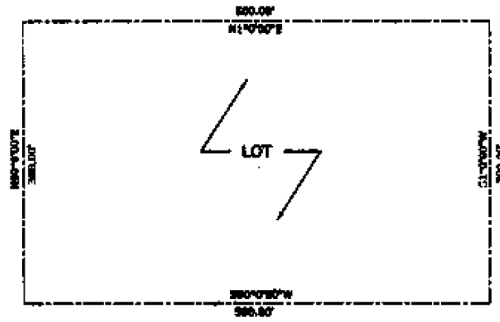


FIGURE 4

Lot Building Area. The portion of a lot located interior to the front, side and rear yard building setback lines; that is, the portion of a lot wherein a building may be located.

Lot, Corner. A lot abutting two or more streets at their intersection.

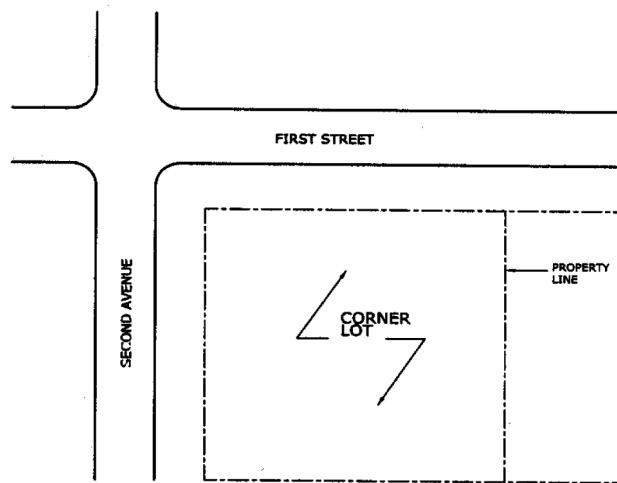


FIGURE 5

Lot Coverage. That portion of the lot that is covered by buildings, structures, and any other impervious surface.

Lot Depth. The distance between front and rear lot lines. If front and rear lines of said lot are not parallel, such least dimension shall be deemed to be the lot depth.

Lot, Double Frontage. A lot which has frontage on more than one street, provided however, that no corner lot shall qualify as a double frontage lot unless said corner lot has frontage on three or more streets.

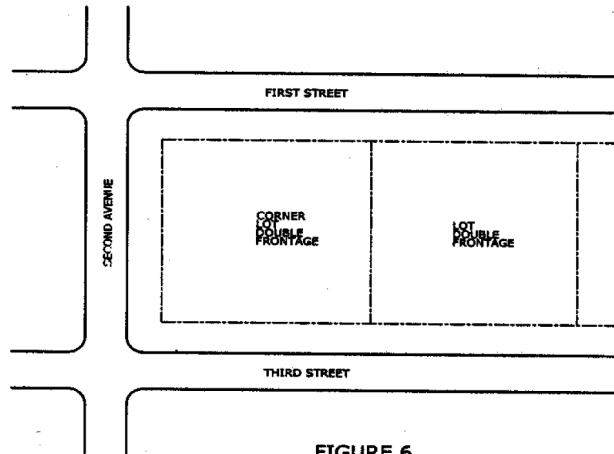


FIGURE 6

Lot, Flag. An "L" shaped lot whose frontage is provided by the driveway access which ties the buildable portion of the property to the street.

Lot Frontage. See "Frontage."

Lot Line. A line of record bounding a lot which divides one lot from another lot or from a street or any public space.

- A. *Front Lot Line.* Any boundary line of a lot which is coterminous with a public street right-of-way line or private street easement line. For a corner lot, the narrow portion is usually considered the front.
- B. *Rear Lot Line.* Any boundary line of a lot which does not intersect with a street right-of-way or private street easement line and which is usually opposite of the front lot line.
- C. *Side Lot Line.* Any boundary line of a lot which intersects with a street right-of-way or private street easement line.

Lot of Record. A lot which exists as shown or described on a plat or deed recorded in the Office of the Clerk of the Superior Court of Fulton County.

Lot Width. The distance measured between side lot lines at the front minimum setback line between intersecting lot lines.

Lot Width—Cul-de-sac. The distance measured between side lot lines at the point of the property that is twice the front setback requirement from the front property line.

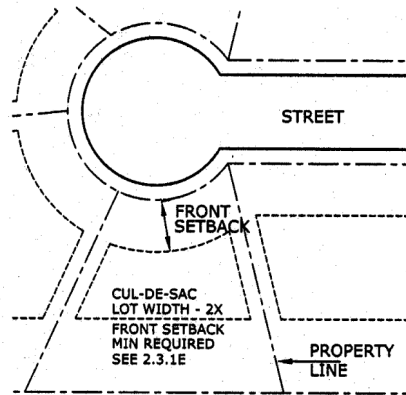


FIG 7

Mansard Façade. An architectural appendage or embellishment to a flat topped structure which is attached to the front external wall and if intended to create the appearance of a mansard roof. See also "Roof."

Manufactured Building. A factory-built, structure that meets national standards for manufactured buildings.

Manufacturing, Heavy. The extraction of natural resources or the transformation of raw materials through mechanical or chemical means into new products ready for assembly, fabrication or use in the production of finished goods.

Manufacturing, Light. The fabrication or assembly of parts into a finished product or component products.

Marquee. Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

Massage Therapy. The manipulation and/or treatment of soft tissues of the body, including, but not limited to, the use of effleurage, petrissage, pressure, friction, tapotement, kneading, vibration, range of motion stretches, a system of structured touch, pressure, movement, and holding to the soft tissue of the body, and any other soft tissue manipulation whether manual or by use of massage apparatus, and may include the use of water, oils, lotions, creams, lubricants, salt glows or scrubs, hydrotherapy, heliotherapy, hot packs, cold packs or other topical preparations. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business. The term "massage" or "massage therapy" shall not include diagnosis, the prescribing of drugs or medicines, spinal or other joint manipulations, or any service or procedure when performed by a person who is licensed by the state to practice chiropractic, physical therapy, podiatry or medicine. Further, the term "massage" or "massage therapy" shall not include the following when lawfully performed by a natural person licensed or certified by the state board of cosmetology while engaged in the practice authorized by such state license (or certificate of registration) in accordance with, and as further regulated by, the state licensing laws set forth in O.C.G.A. § 43-10-1 et seq.:

- (1) Touching of the scalp or face by a state-licensed barber or cosmetologist;
- (2) Touching of the hands or feet by a state-licensed nail technician or cosmetologist; and
- (3) Touching of the face, neck, décolletage, or arms by a state-licensed esthetician or cosmetologist. It shall be unlawful to establish a massage establishment in the city, unless said establishment is located:
 - (1) At least 300 feet from State Route 9;
 - (2) At least 300 feet from State Route 120; and

-
- (3) At least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school/public park, state-licensed day care facility, or any residence.

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

Master Plan. A plan map and associated statement of intent which, at least, includes a depiction of pods, roads, buffers, flood areas, permitted uses and development regulations which represents the framework for development activity on a property. See also "Concept Plan."

Median Break or Cut. Any interruption in the curb separating opposing vehicular travel lanes of a street for the purpose of allowing ingress or egress by left turning movements to a street, or abutting property.

Medical Cannabis Dispensary or Medical Marijuana Dispensary. Any business premises that sells, distributes, or otherwise dispenses "low THC oil" and/or any related "product" (as those terms are defined in O.C.G.A. §16-12-200(12), (15)), pursuant to a "dispensing license" (as that term is defined by O.C.G.A. § 16-12-200(9)); provided, however, that any pharmacy (as that term is defined in O.C.G.A. § 26-4-5(30)(B)) that holds such a dispensing license shall not be deemed a Medical Cannabis Dispensary or Medical Marijuana Dispensary. Every such dispensary shall adhere to all applicable state and local laws, rules, regulations, and ordinances, including, but not limited to, O.C.G.A. §§ 16-12-200 to-236 and the rules and regulation promulgated by the Georgia Access to Medical Cannabis Commission. A Medical Cannabis Dispensary or Medical Marijuana Dispensary shall not be closer than 2,000 ft. to a day care center or early care or education program, public or private school, religious institution or place of worship, government building, park, residential dwelling, residential substance abuse diagnostic or treatment facility, any licensed drug or alcohol rehabilitation facility, or any other medical cannabis dispensary or medical marijuana dispensary, and the distance shall be measured from property boundary to property boundary.

Medical Cannabis Production Facility or Medical Marijuana Production Facility. Any business premises which produces and/or manufactures "low THC oil" and/or any related "product" (as those terms are defined in O.C.G.A. §16-12-200(12), (15)), pursuant to a "Class 1 production license" or "Class 2 production license" (as those terms are defined by O.C.G.A. § 16-12-200(3), (4)). This use is a prohibited use in all zoning districts.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Mezzanine. An intermediate floor between two other stories that does not contain more than 1/3 of the area of the floor below it.

Mini-Warehouse. A structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling, 'For-Sale', with or without a permanent foundation when connected to public utilities. The term mobile home shall not include motorized vehicles with temporary living quarters. Mobile homes built after 1976 are referred to as "Manufactured Homes" or "Industrialized Buildings".

Mobile Home Park. A site with required public and/or private improvements and utilities for the long-term parking of two or more mobile homes or manufactured homes each on a single lot, and which may include such accessory uses as retail convenience sales, Laundromat, and recreational facilities for the exclusive use of residents.

Motel. See "Hotel".

Mural. A hand-painted, hand-tiled, or digitally printed restorative image on the exterior wall of a building or other permanent surface.

Nail Salon. An establishment that offers nail care services such as manicures, pedicures, and nail enhancements, excluding such types of services requiring customers to disrobe.

Natural Resources Commission. The appointed natural resources commission (formerly known as the Tree Commission) for the City of Alpharetta.

Neighborhood Grocery. A facility with a floor area of at least 3,000 square feet but not more than 50,000 square feet that sells primarily grocery items such as prepackaged food, produce, meats, baked goods, beverages and similar food items intended for off-site consumption. At least 60% of the floor area of the facility shall be dedicated to the sale of said grocery items, including any immediately adjacent circulation and service areas, but not including storage.

Nonconforming Lot. A lot of record whose area, frontage, dimensions, or location were lawful prior to the adoption, revision, or amendment of this Ordinance, and which, by reason of such adoption, revision or amendment, no longer meets or exceeds one or more such requirements of the applicable zoning district.

Nonconforming Sign. Any structure or sign which was lawfully erected and maintained prior to the adoption, revision, or amendment of this Ordinance, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Ordinance.

Nonconforming Structure. A structure or building whose size, dimensions, or location on a property were lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, no longer meets or conforms to one or more such requirements of this Ordinance.

Nonconforming Use. A use or activity that was lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, is not a use or activity permitted by right or no longer meets or conforms to the requirements of this Ordinance.

Nursery, Plant. Land or greenhouses used to raise flowers, shrubs and plants for sale to distributors or for subsequent replanting by the owner, a landscape company or others. See also "Florist, Retail."

Nursery School. See "Day Care Center."

Nursing Home. An extended or intermediate care facility required to be licensed or approved by the State of Georgia to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Office. A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

Office Building. A building used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

Office Park. A development that contains a number of separate office buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Opaque. Impenetrable to view, or so obscuring to view that buildings, structures, and uses become visually indistinguishable.

Open Space. A privately or publicly owned area on the grounds of a premises outside of any principal building or parking area, which is open to the sky and set aside and intended for the outdoor enjoyment of occupants or visitors to the property, and which may but is not required to include such pedestrian oriented improvements as landscaping, walkway paths, pergolas, gazebos, bikeways, exercise or play equipment, and benches, and which may further include up to 20% of its area in water bodies or areas inappropriate for pedestrian use. Open space

shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance. There are 2 types of open space: Civic space and Amenity space.

1. *Civic Space.* Portion of open space for public use defined by the combination of certain physical constants including the relationships among their intended use, their size, their landscaping, and their adjacent buildings. Civic space may include the following types: park, square, plaza, pocket park and playground.
2. *Amenity Space.* The covered or uncovered, but unenclosed, outdoor areas of at least 100 square feet each for use by the occupants, invitees and guests of the development and specifically excluding civic spaces and required sidewalks. Amenity spaces may include the following types: rooftop deck, balconies, patios and porches, outdoor dining areas, pool areas, athletic courts and similar uses, yards and lawns, gardens, hardscape areas improved for pedestrian enjoyment, wooded areas and runoff reduction measures such as bioretention areas and cisterns.

Outdoor Storage. The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours.

Outdoor Vending. Sale and/or display of products in an area exposed to open air on two or more sides.

Owner. An individual, firm, association, syndicate, partnership or corporation having a majority proprietary interest in land or a building, or their authorized representative.

Parapet. That portion of a wall which extends above the roof line.

Parcel. A lot or tract of land, or several adjoining lots in common ownership.

Park Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which may include both outdoor and indoor areas developed for active and/or passive recreation.

Parking Area. Any public or private area at grade or within a structure used for the express purpose of temporarily parking automobiles and other vehicles otherwise in operation for personal or business use.

Parking Garage. An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.

Parking Space. A space identified and set aside for the temporary parking of an automobile or other motor vehicle which is subdivided into the following categories:

- A. *Compact Car Parking Space.* A designated space not less than 8 feet by 16 feet expressly provided within a parking area for purposes of temporarily parking a compact car or other compact motor vehicle.
- B. *Handicapped Parking Space.* A designated space not less than thirteen feet in width (including loading area) and twenty feet in length, laid out and designated by signage in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.
- C. *Handicap - Van Only.* A designated space not less than sixteen feet in width including loading area and twenty feet in length.
- D. *Regular Parking Space.* A designated space not less than 9 feet in width by 19 feet in length.

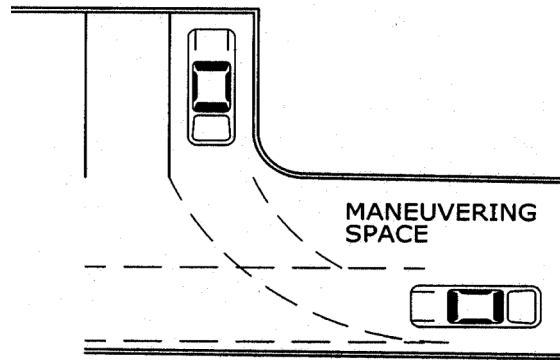


FIGURE 8

Patio House. A 'For-Sale' dwelling in which most, or all, of a lot is used with yard space combined instead of divided. Front, rear and side yard are consolidated into one garden area, either partially or completely bordered by rooms or enclosed by walls. See also "Zero Lot Line."

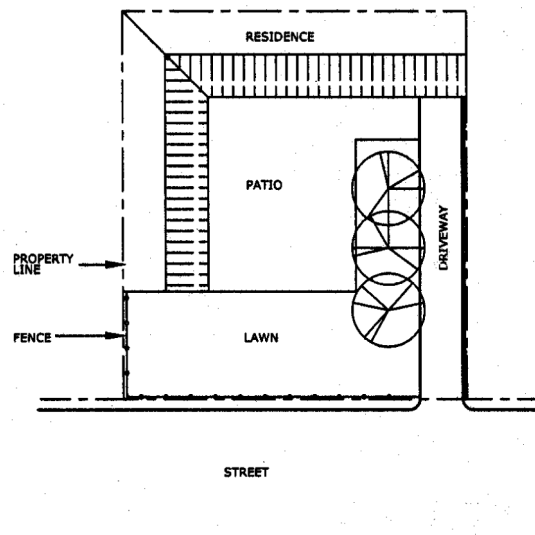


FIGURE 9

Pedestrian Walkway. A right-of-way within a block dedicated to public use, five feet or more in width, intended primarily for pedestrians or bicycles and other non-motorized vehicles.

Perimeter. The boundaries or borders of a lot, tract or parcel of land.

Permit. Written governmental permission issued by an authorized official, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization.

Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Person. Any individual, corporation, association, firm, partnership or other legal entity.

Pet Day Care. A facility that provides care on a regular basis to household animals for a period of less than 24 hours with no overnight accommodations.

Planned Center, Office, Commercial or Industrial. A group of rental stores, service establishments, offices, industries and any other businesses planned to serve the public, which is in common ownership or condominium ownership.

Planning Commission. The appointed Planning Commission of the City of Alpharetta, Georgia.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Plat. (1) a map representing a tract of land, showing the boundaries and location of individual properties and streets; (2) a map of a subdivision or site plan.

Plat, Final. The final map of all or a portion of a subdivision which is presented to the proper review authority for final approval and recorded in the office of the Clerk of Superior Court of Fulton County.

Plat, Minor. A division of a tract or parcel of land into not more than four (4) lots and does not dedicate or offer for dedication any new street or require construction of any private road for access to any lots and does not require extension of sanitary sewer, stormwater, or water mains to service lots.

Plat, Preliminary. A preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the proper review authority for consideration and preliminary approval.

Portable. See Industrialized Buildings.

Premises. An area of land with its appurtenances and buildings which, because of its unity of use, is one unit of real estate.

Principal Building. The building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Principal Use. The primary or predominant use of any lot.

Privacy Fence. A sight-obscuring fence used to block the area enclosed by the fence from view from neighboring properties or public rights-of-way. Sight-obscuring shall mean opaque or having such qualities as to constitute a complete visual barrier to persons outside the perimeter of the sight-obscuring object. A fence which partially obscures sight shall not be considered sight-obscuring if the distance or open space between boards, slats, rails, stanchions, or balusters (which shall not exceed four (4) inches in width) equals or exceeds the width of said boards, slats, etc., measured at ninety (90) degree angles.

Prohibited Use. A use that is not permitted in a zoning district by right as a principal use, as an accessory use, or as a conditional use.

Public Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which is developed for recreation, entertainment, and/or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playgrounds, community gardens, or other areas where people can gather. Areas that are restricted to the general public, like residential amenities, may not be included within the public space requirement.

Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

1. *Recreation Facilities, Indoor.* Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc.
2. *Recreation Facilities, Outdoors.* Recreational uses conducted almost wholly outdoors, including ball fields, soccer, etc.

Recycling Center. A use operated exclusively for the collection and temporary storage of used paper, glass, metal, and similar materials suitable for reprocessing, which are transported elsewhere for separating, processing, or storage.

Rental Services Establishment. Any business establishment which rents or leases items of personal property such as tools, appliances and equipment to the general public.

Residence. A dwelling unit.

Restaurant. An establishment where food and drink are prepared, served and consumed primarily within the principal building, and without a drive-in or drive-thru component.

Restaurant, Drive-thru or Fast-Food. Any establishment, building or structure where food or drink are served for consumption, either on or off the premises, with drive-thru components. This definition shall not include otherwise permitted restaurants where outdoor table service is provided to customers in outdoor dining areas.

Retail Establishment, Mixed Sales. Any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing.

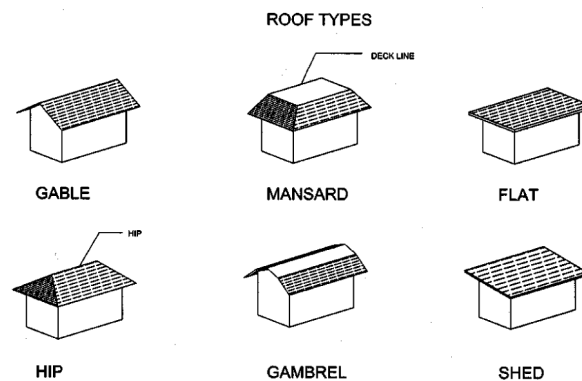
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

Retail Services Establishment. A business principally engaged in providing a service, as opposed to products, to the general public, such as a banking or financial institution, real estate or insurance office, barber or beauty shop, travel agency, amusement or recreation center, health clinic, legal firm, professional service, and the like.

Retail Strip Center. A group of retail stores designed as one development and being less than 50,000 square feet in size.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, sidewalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use in fee simple.

Roof. The outside top covering of a building.



Salvage Yard. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material.

School, Academic. Any building or part thereof which is designed, constructed or used for education or instruction following the same curriculum offered in a public elementary, secondary, trade or technical, or higher education facility, and accredited to award diplomas as such.

School, Commercial. Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school.

Semipublic Use. A use owned or operated by a nonprofit, religious, or educational institution for the purpose of providing educational, cultural, recreational, religious, or social services to the general public.

Service Drive. A minor, permanent, public right-of-way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Setback. The straight line distance between a street right-of-way or a lot line and the nearest point of a structure or building or projection therefrom (excluding steps, roof overhang, chimneys, bay windows and patios).

Setback, Front Cul-de-Sac.

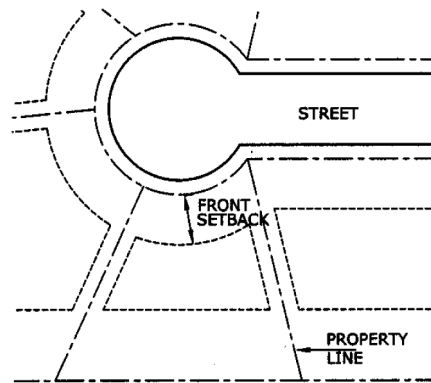


FIG 11

Setback, Minimum. The shortest distance allowed between a property line and any principal or accessory building on a lot, not including any required buffer areas. Minimum setback requirements for buildings are associated with the type of lot line from which the setback is taken; for instance, a "side yard setback" is measured from a side lot line.

Shopping Center. A group of retail sales or services establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements with a total size of at least 50,000 square feet.

Shopping Center, Specialty. A shopping center whose shops cater to a specific market and are linked together by an architectural, historical or geographic theme or by a commonality of goods and services.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign. See Article II, Section 2.6, for all definitions relating to signs.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Smoke Shop and Tobacco Store. Any business premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or instruments, vape products, or any combination thereof. Such businesses shall be located within a retail center and shall not be closer than 2,000 ft. to a school, religious institution, government building, park, residential dwelling or each other. Distance shall be measured by

the straight-line distance from premises to premises. "Smoke shop and tobacco store" shall not include any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes, vape or tobacco as an ancillary sale (ten percent (10%) or less of total sales).

Spa Services. A business that provides services requiring a customer to disrobe, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business. The term "spa establishment" shall not include hospitals or other professional health care establishments separately licensed as such by the state.

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

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

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

Special Care Home. An accessory use in a 'For-Sale' dwelling occupied by one or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, some of whom are in need of special care, living together as a nonprofit housekeeping unit. The term "special care home" shall include a home for adolescents, a home for physically handicapped persons and a home for mentally handicapped persons. The term "special care home" shall not include the business of operating a boarding house, rooming house or other similar establishment. Additionally, the term shall not include a penal institution, any place for persons convicted of a crime or any place for persons found to be juvenile delinquents.

Special Event Facility. A public or privately owned structure or area used for the purposes of performances, sporting events, receptions or parties, or similar attractions that may generate heavy traffic. Facilities may include improvements to accommodate special events, such as access and circulation improvements, parking areas, gathering areas, and other physical improvements necessary to accommodate special events.

Storage, Climate Controlled. A facility consisting of a building or group of buildings that contain individual storage units of varying sizes in a climate controlled environment where customer access is through a lobby and where no commercial transactions or activities take place other than the rental of the storage units (permitted in L-I only).

Storage, Mini-Warehouse. A facility consisting of a building or group of buildings that are surrounded by a security fence with controlled access and which contains individual storage units of varying sizes whose doors open directly to the outside and where no commercial transactions or activities take place other than the rental of the storage units.

Storefront Street. A street, that by virtue of its pre-existing pedestrian-supportive qualities. or its future importance to pedestrian connectivity, requires that new development along it achieves a high standard of design and pedestrian orientation.

Storm Water Management Report. A report prepared by a Professional Engineer registered in the State of Georgia that details the pre and post development activity hydrologic conditions.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

Street. A dedicated and accepted public right-of-way for vehicular traffic from which direct access may be gained to abutting properties, or an easement or private right-of-way approved by the City Council to serve such purpose. The term "street" shall refer to the full width located between the limits of the right-of-way or easement, and not be limited to the roadway itself.

- A. *Principal Arterials*—are those streets and highways which serve major activity centers and emphasize traffic service rather than access to abutting land access. Principal arterials include all limited access freeways, expressways or parkways, and carry a high proportion of total area travel on a minimum of mileage.
- B. *Major Arterials*—are those streets which interconnect with the principal arterial system and provide service to trips of moderate length with emphasis on both traffic service and land access and generally do not penetrate identifiable single family residential neighborhoods.
- C. *Minor Arterials*—provide intra-community continuity but should not penetrate identifiable neighborhoods.
- D. *Collector Streets*—distribute trips from arterial street to their ultimate origin or destination. Collector streets provide a greater level of land access than arterial streets, may enter or traverse identifiable neighborhoods, and rarely serve significant volumes of through traffic.
- E. *Local Streets*—comprise all facilities not classified as arterial or collector. Local streets provide land access with service to through traffic being actively discouraged.

Street, Future Right-of-Way Line. The right-of-way line which is anticipated by the City, State or other agency for future development.

Street Right-of-Way Line. The limit of public ownership or private easement for property containing or intended to contain a street, dividing it from an adjacent lot.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Structure Height. The vertical distance to the highest point of a structure, as measured in the same manner as "Building Height" herein.

Subdivision. The division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development, finance or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than 18 inches below the level of the surrounding land, or an above-surface pool having a depth of more than 30 inches, designed, used and maintained for swimming and bathing.

Temporary Use. A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Theater. A building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances.

Townhouse/Rowhouse. A building type consisting of at least three, but not more than eight independent units that are attached by common side walls in a linear arrangement. Each unit occupies the space from the ground to the roof and normally has at least two, but no more than four floors. Such units typically feature a

primary entrance on the front elevation and variations in materials, colors and/or windows to create a visual distinction between each of the attached units.

Tract. See "Lot."

Tree. See Article III, Section 3.2, for definitions relating to tree protection.

Use. The purpose for which a property or structure is designed, intended, reserved, or occupied.

Use, Accessory. See "Accessory Use."

Use, Conditional. See "Conditional Use."

Use, Principal. See "Principal Use."

Variance. Permission granted under circumstances prescribed herein to depart from the specific requirements of this Ordinance.

Vehicle for Hire Company. An establishment offering to transport passengers for a fee in any motorized or animal-drawn vehicle, the charges for which are determined by agreement, mileage or by the length of time for which the vehicle is engaged and also described as a taxi or limousine service.

Warehouse. A building used primarily for the storage of goods and materials. See also "Mini-Warehouse."

Wholesale Trade. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Wireless Telecommunications Facilities. See Section 2.8 for definition of 'wireless tower.'

Yard. An area that lies between the buildings on a lot and the nearest lot line.

1. *Front Yard.* A yard situated along any public street right-of-way or private street easement.
2. *Rear Yard.* A yard situated along a rear lot line.
3. *Side Yard.* A yard situated along a side lot line.

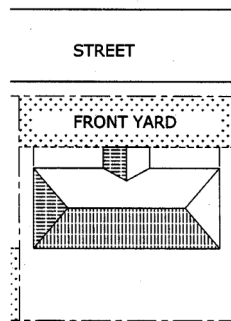


FIG 12

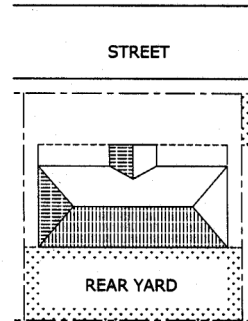


FIG 13

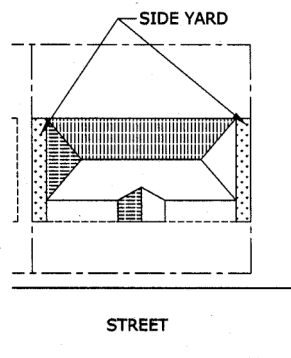


FIG 14

Zero Lot Line. The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

Zoning Change. An amendment to the Official Zoning Map or other action having the result of rezoning a property, approval of a Conditional Use on a particular property, or a change in conditions of approval applied to the zoning or conditional uses pertaining to a property.

Zoning Map. The Official Zoning Map of the City of Alpharetta, Georgia, which may include a series of maps in section.

(Ord. No. 689, § 1, 6-2-2014 ; Ord. No. 702, § 1(Exh. A), 3-2-2015 ; Ord. No. 704, § 1, 6-1-2015 ; Ord. No. 715 , § 1, 9-28-2015; Ord. No. 718 , § 1, 12-14-2015; Ord. No. 730 , § 1, 12-5-2016; Ord. No. 741 , § 1, 6-5-2017; Ord. No. 744 , § 1, 7-10-2017; Ord. No. 749 , § 1, 9-18-2017; Ord. No. 772 , § 1, 2-4-2019; Ord. No. 778 , § 1, 6-17-2019; Ord. No. 786 , § 1, 9-23-2019; Ord. No. 787 , § 1(Exh. A), 10-28-2019; Ord. No. 804 , § 1(Exh. A), 8-10-2020; Ord. No. 807 , § 1(Exh. A), 9-8-2020; Ord. No. 808 , § 1(Exh. A), 9-8-2020)

2.2.17 L-I industrial.

- A. *Permitted Principal Uses.* A property in the L-I district may be used for those uses listed in Table 2.2, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
1. Agricultural and Residential Uses.
 - a. Greenhouse, Nursery.
 2. Business Uses.
 - a. Animal Hospital, small and large animals.
 - b. Art Gallery.
 - c. Automobile Service Station.
 - d. Automotive Parts.
 - e. Automotive Sales and Leasing.
 - f. Automotive Service.
 - g. Bakery.
 - h. Bank, Savings and Loan.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Broadcasting Studio (radio or TV).
 - m. Building Materials with Outdoor Storage.
 - n. Building Materials, Retail with enclosed storage.
 - o. Car Wash.
 - p. Carpenter Shop, Woodworking.
 - q. Carpet and Rug Sales.
 - r. Check Cashing.
 - s. Church, Synagogue.
 - t. Commercial Parking Lot.
 - u. Congregate Housing.
 - v. Contractor's Office with and without outside storage.
 - w. Convenience Market with or without gas pumps.
 - x. Dance Studio.
 - y. Day Care Center.
 - z. Discount Store.
 - aa. Distillery.

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- bb. Drug Store.
 - cc. Dry Cleaning Pick-up Station.
 - dd. Fireworks Sales.
 - ee. Funeral Home.
 - ff. Greenhouse, Nursery.
 - gg. Grocery Store.
 - hh. Hardware and Garden Center.
 - ii. Home, Elderly, Children, Nursing.
 - jj. Heliport.
 - kk. Home Improvement Store.
 - ll. Kennel.
 - mm. Laboratory, Research or Commercial.
 - nn. Laundry, Self-Serve, Pick-up.
 - oo. Liquor Store.
 - pp. Massage Therapy (see Sec. 2.7).
 - qq. Office Building or Office Park.
 - rr. Pawn Shop.
 - ss. Pest Control.
 - tt. Pet Day Care.
 - uu. Pet Grooming.
 - vv. Print Shop.
 - ww. Radio or TV, Transmitter or Studio.
 - xx. Recreation Facilities (Indoor).
 - yy. Rental Services Establishment with outside storage.
 - zz. Rental Services Establishment without outside storage.
 - aaa. Restaurant.
 - bbb. Restaurant, Drive-In or Fast-Food.
 - ccc. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - ddd. Retail Establishment, Mixed Sales.
 - eee. Shop or Studio, Craftsman/Artist.
 - fff. Small Appliance Repair Shop.
 - ggg. Smoke Shop and Tobacco Store.
 - hhh. Spa Services.

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- iii. Special Event Facility.
 - jjj. Storage, Inside.
 - kkk. Tattoo Parlor, Body Piercing.
 - lll. Taxidermist.
 - mmm. Tire Retreading.
 - nnn. Vehicle for Hire Company.
3. Wholesale, Storage and Industrial Uses.
- a. Bottled Gas, storage and distribution.
 - b. Builder's Equipment.
 - c. Concrete Plant.
 - d. Dry Cleaning Plant.
 - e. Locker, Frozen Food or Cold Storage.
 - f. Machine Shop.
 - g. Manufacturing, Light.
 - h. Mini-Warehouse.
 - i. Septic Tank Sales, Construction.
 - j. School, Commercial.
 - k. Storage, Outside.
 - l. Warehouse.
 - m. Welding Shop.
 - n. Wholesale Trade Establishment.
4. Semipublic Uses, Utilities.
- a. Athletic Facility—Outdoor.
 - b. Amphitheater.
 - c. Auditorium.
 - d. Park or Playground.
 - e. Hospital.
 - f. School, Academic.
 - g. Switching Station, Telecom.
- B. *Accessory Uses.* A property in the L-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.
- Permitted accessory structures and uses include but are not limited to the following:
- 1. Privacy and decorative fences and walls.

-
2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 3. Signs, subject to all of the requirements regulating signage herein.
 4. Retaining walls and other site improvement structures approved as part of the development permit.
- C. Conditional Uses. When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:
1. Site design.
 2. Property access.
 3. Hours of operation of the business.
 4. Vehicular trips generated by the use.
 5. Impact of the use on surrounding properties.
 6. Impact of the use on the natural features of the site.

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

1.0 *Business Uses.*

- a. Adult Entertainment Establishment (see Sec. 2.7).
- b. Airport, Public/Private.
- c. Boutique Hotel.
- d. Extended Stay Hotel.
- e. Golf Driving Range.
- f. Glass Fabrication.
- g. Medical Cannabis or Marijuana Dispensary
- h. Taxidermist.
- i. Tire Retreading.
- j. Theater, Cinema.

2.0 *Wholesale, Storage and Industrial Uses.*

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

-
- j. Salvage Yard.
 - k. Sawmill.
 - l. Sewage Disposal Plant.
 - m. Transfer Station.
- 3.0 *Semipublic Uses, Utilities.*
- a. Airport, public or private.
 - b. Reserved.
 - c. Church, Synagogue, or other religious institutions.
 - d. Museum and Library.
 - e. Power Station.
 - f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - g. Wireless Tower.
- 4.0 *Transfer Station.* Any facility associated with waste or a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.
- 4.1 *General Standards.*
- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
 - b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
 - c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
 - d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
 - e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
 - f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
 - g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
 - h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
 - i. All solid waste is removed from the transfer station within 24 hours of receipt;
 - j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
 - k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;

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- l. The transfer facility must be cleaned at least once every 24 hours;
 - m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
 - n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
 - o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
 - p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
 - q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
 - r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
 - s. The transfer station must have adequate storage space for incoming solid waste;
 - t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received and transported, specifying the origin by hauler and the destination of the solid waste transported daily;
 - u. The facility shall not generate more than 150 total vehicle trips per day;
 - v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
 - w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
 - x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 *Additional Permit Application Requirements.*

- a. Application requirements. An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) Regional plan or map. The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) Site plan. The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.

(3) Engineering report. The engineering report must include:

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

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

a. Unloading and loading areas.

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

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

D. *District Regulations.*

Minimum lot size—one acre.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—35%.

Maximum Building Height—35 feet.

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

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

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

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC	LI	OS-R	SU	MU
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O	O		O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			
Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	
Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks,												O				O		X			

Vans, Cars and Accessories)																				
Automotive Parts											O			O	X	O	X			
Automotive Service											O				X	O	X			
Bakery											O	O	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company											O	O	X	X	X	O	X			O
Barber Shop											O	O	X	X	X	O				O
Beauty Shop											O	O	X	X	X	O				O
Bed and Breakfast	X	O	O	O	O					X	O		X	X	X					O
Book Store or Stationery											O	O		X	X	O	X			O
Bottle Gas Storage and Distribution																	X			
Boutique Hotel											O	O			O	O	O			O
Bowling Alley											O	O			X	O	X			
Brewery											O	O		O	O	O	X			O
Broadcasting Studio (Radio and TV)	O										O				X		X			
Builder's Equipment/Material	O										O				X		X			
Car Wash												O			O	O	X			
Carpenter Shop, Woodworking	O																X			
Carpet and Rug Sales														X	X	O	X			
Cemetery	O																		O	

Check Cashing															O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X		O	O
Clinic, Public/Private												O	O	X	X	X	O				O
Concrete Plant																		O			
Congregate Housing, Assisted Living Facility										O	O	O			O	O		X			O
Contractor's Office without outside storage												O	O	X	X	X		X			O
Contractor's Office with outside storage												O				O	X		X		
Convenience Center w/Gas Pumps												O	O			X	O	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O									
Dance Studio												O	O		X	X	O	X			O
Day Care Center												O	O	X	X	X	O	X			O
Discount Store																		X			
Distillery												O	O		O	O	O	X			O
Drug Store (Pharmacy)												O	O		X	X		X			O
Dry Cleaning, Pick- Up Station												O	O	O	X	X	O	X			O
Dry Cleaning, Plant																	O	O			
Dwelling, 'For-Sale', Attached								X		X	X	O					O				O

Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O					O				O
Dwelling, 'For-Rent'											X	O									O
Dwelling, Group											O	O	O		O	O					O
Equestrian Center	O	O	O	O	O							O							X		O
Extended Stay Hotel (see Section 2.7)												O	O			O		O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O									
Farmlands (including Livestock, poultry)	X																				
Fire station												O	O						X		
Fireworks Sales																		X			
Florist, Retail												O	O	O	X	X	O				O
Florist, Retail with greenhouse																O	O				
Funeral Homes with no cemetery or mausoleum												O	O		O	O	O	X			
Glass Fabrication																		O			
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O							X	
Golf, Miniature												O	O		O	O	O				
Greenhouse, Nursery	O															O		X			
Grocery Store												O			O	X	O	X			O

Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X														
Hardware and Garden Supply Store												O			X	X	O	X			O
Heliport, Public/Private	O											O	O				O	X		X	O
Home Improvement Store															X	O	X				
Home-Elderly, Children, Nursing										O	O	O		X	X		X				
Hospital												O	O		O	X		X		X	
Hotel or Motel												O	O		O	O	O				O
Indoor Shooting Range																		O			
Junk Yard																		O			
Kennel	O																	X			
Laboratory, Research Commercial												O	O					X			
Laundry, Industrial												O						O			
Laundry, Self-Serve, Pick-Up												O			X	X	O	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												O	O		O	X	O	X			O

Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light, Limited												O	O					X			
Massage Therapy																O		X			
<u>Medical Cannabis or Marijuana Dispensary</u>																		<u>O</u>			
Mini-warehouse Storage, Conditioned or Unconditioned space																		X			
Museum and Libraries												O	O		X	X	O	X		X	O
Nail Salon												O	O		X	X	O	X			O
Office												O	O	X	X	X	O	X			O
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)												O	O		O	O	O	X		X	O
Park and Playground	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X	X	O
Parking Lot, Commercial												O	O		O	X	O	X			

Pawn Shop																		X			
Pest Control Business (with or without onsite chemical storage)														O	O			X			
Pet Day Care											O			X	X	O	X				
Pet Grooming											O			X	X	O	X				O
Power Station											O						O		O		
Print Shop											O	O	X	X	X	O	X				O
Prison																			O		
Public Building											O	O	X	X	X	O	X		X		O
Radio, TV, Transmitter, Studio	O										O	O			O	O	X				
Recreation Facilities, Indoor (Health Clubs, Bowling Alleys, Skating Rink, Billiards, Children's event facilities, etc.)											O	O			X	O	X				O
Recycling Center																	O				
Rental Services Establishment with no outside storage											O			O	X	O	X				
Rental Services Establishment with outside storage (other than auto related)																	X				

Restaurant												O	O	O	X	X	O	X			O
Restaurant w/Drive-thru window												O	O		O	X	O	X			
Retail Establishment												O	O		X	X	O	X			O
Retail Establishment (Mixed Sales)												O			O	X	O	X			
Salvage Yards																		O			
Sawmill																		O			
School, Academic												O	O	O	X	X	O	X		X	O
School, Commercial (Beauty, Business)												O	O	O	X	X	O	X			O
Septic Tank, Sales, Construction																		X			
Service Station, Automotive												O	O			X	O	X			
Sewage, Disposal Plant																		O			
Shop or Studio, Craftsman/Artist												O		O	X	X	O	X			
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												O	O	O	O	O	O	X			O
Special Event Facility	O											O	O		O	O	O	X			O
Storage, Inside																		X			
Storage, Outside																		X			

Switching Station (Telecom)												O						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	O			
Theater, Cinema												O	O		X	X	O	O			O
Tire Retreading																					
Transfer Station																		O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																		X			
Wholesale (storage and distribution)												O					O	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O											O	O			O	O	O		O	

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

* Uses under the CUP and OI Zoning Districts shall be permissible through an approved master plan amendment and statement of intent.

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA	
When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:	
1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site

AN ORDINANCE TO AMEND ARTICLES I AND II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD DEFINITIONS FOR ‘MEDICAL CANNABIS DISPENSARY OR MEDICAL MARIJUANA DISPENSARY’ AND ‘MEDICAL CANNABIS PRODUCTION FACILITY OR MEDICAL MARIJUANA PRODUCTION FACILITY’; TO ADD ‘MEDICAL CANNABIS DISPENSARY OR MEDICAL MARIJUANA DISPENSARY’ AS A CONDITIONAL USE IN THE LI (LIGHT INDUSTRIAL) ZONING DISTRICT AND TO TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the “City”) adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the “Unified Development Code”); and

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

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

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

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

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

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

Section 1: Article I, Subsection 1.4.2 titled “Defined Terms” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein; and

Section 2: Article II, Subsection 2.2.17(C) titled “LI light industrial, Conditional Uses” and Table 2.2 List of Permissible and Conditional Uses of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “B” attached hereto as if fully set forth herein; and

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

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

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

SO ORDAINED this the _____ day of _____, 2021.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Erin Cobb, City Clerk
(Seal)

Approved as to Form:

City Attorney

Exhibit “A”

Medical Cannabis Dispensary or Medical Marijuana Dispensary. Any business premises that sells, distributes, or otherwise dispenses “low THC oil” and/or any related “product” (as those terms are defined in O.C.G.A. §16-12-200(12), (15)), pursuant to a “dispensing license” (as that term is defined by O.C.G.A. § 16-12-200(9)); provided, however, that any pharmacy (as that term is defined in O.C.G.A. § 26-4-5(30)(B)) that holds such a dispensing license shall not be deemed a Medical Cannabis Dispensary or Medical Marijuana Dispensary. Every such dispensary shall adhere to all applicable state and local laws, rules, regulations, and ordinances, including, but not limited to, O.C.G.A. §§ 16-12-200 to-236 and the rules and regulation promulgated by the Georgia Access to Medical Cannabis Commission. A Medical Cannabis Dispensary or Medical Marijuana Dispensary shall not be closer than 2,000 ft. to a day care center or early care or education program, public or private school, religious institution or place of worship, government building, park, residential dwelling, residential substance abuse diagnostic or treatment facility, any licensed drug or alcohol rehabilitation facility, or any other medical cannabis dispensary or medical marijuana dispensary, and the distance shall be measured from property boundary to property boundary.

Medical Cannabis Production Facility or Medical Marijuana Production Facility. Any business premises which produces and/or manufactures “low THC oil” and/or any related “product” (as those terms are defined in O.C.G.A. §16-12-200(12), (15)), pursuant to a “Class 1 production license” or “Class 2 production license” (as those terms are defined by O.C.G.A. § 16-12-200(3), (4)). This use is a prohibited use in all zoning districts.

Exhibit “B”

2.2.17 L-I industrial.

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

1. Agricultural and Residential Uses.
 - a. Greenhouse, Nursery.
2. Business Uses.
 - a. Animal Hospital, small and large animals.
 - b. Art Gallery.
 - c. Automobile Service Station.
 - d. Automotive Parts.
 - e. Automotive Sales and Leasing.
 - f. Automotive Service.
 - g. Bakery.
 - h. Bank, Savings and Loan.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Brewery.
 - l. Broadcasting Studio (radio or TV).
 - m. Building Materials with Outdoor Storage.
 - n. Building Materials, Retail with enclosed storage.
 - o. Car Wash.
 - p. Carpenter Shop, Woodworking.
 - q. Carpet and Rug Sales.
 - r. Check Cashing.
 - s. Church, Synagogue.
 - t. Commercial Parking Lot.
 - u. Congregate Housing.
 - v. Contractor's Office with and without outside storage.
 - w. Convenience Market with or without gas pumps.
 - x. Dance Studio.
 - y. Day Care Center.
 - z. Discount Store.
 - aa. Distillery.
 - bb. Drug Store.
 - cc. Dry Cleaning Pick-up Station.
 - dd. Fireworks Sales.

- ee. Funeral Home.
- ff. Greenhouse, Nursery.
- gg. Grocery Store.
- hh. Hardware and Garden Center.
- ii. Home, Elderly, Children, Nursing.
- jj. Heliport.
- kk. Home Improvement Store.
- ll. Kennel.
- mm. Laboratory, Research or Commercial.
- nn. Laundry, Self-Serve, Pick-up.
- oo. Liquor Store.
- pp. Massage Therapy (see Sec. 2.7).
- qq. Office Building or Office Park.
- rr. Pawn Shop.
- ss. Pest Control.
- tt. Pet Day Care.
- uu. Pet Grooming.
- vv. Print Shop.
- ww. Radio or TV, Transmitter or Studio.
- xx. Recreation Facilities (Indoor).
- yy. Rental Services Establishment with outside storage.
- zz. Rental Services Establishment without outside storage.
- aaa. Restaurant.
- bbb. Restaurant, Drive-In or Fast-Food.
- ccc. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- ddd. Retail Establishment, Mixed Sales.
- eee. Shop or Studio, Craftsman/Artist.
- fff. Small Appliance Repair Shop.
- ggg. Smoke Shop and Tobacco Store.
- hhh. Spa Services.
- iii. Special Event Facility.
- jjj. Storage, Inside.
- kkk. Tattoo Parlor, Body Piercing.
- lll. Taxidermist.
- mmm. Tire Retreading.
- nnn. Vehicle for Hire Company.

3. Wholesale, Storage and Industrial Uses.
 - a. Bottled Gas, storage and distribution.
 - b. Builder's Equipment.
 - c. Concrete Plant.
 - d. Dry Cleaning Plant.
 - e. Locker, Frozen Food or Cold Storage.
 - f. Machine Shop.
 - g. Manufacturing, Light.
 - h. Mini-Warehouse.
 - i. Septic Tank Sales, Construction.
 - j. School, Commercial.
 - k. Storage, Outside.
 - l. Warehouse.
 - m. Welding Shop.
 - n. Wholesale Trade Establishment.
 4. Semipublic Uses, Utilities.
 - a. Athletic Facility—Outdoor.
 - b. Amphitheater.
 - c. Auditorium.
 - d. Park or Playground.
 - e. Hospital.
 - f. School, Academic.
 - g. Switching Station, Telecom.
- B. *Accessory Uses.* A property in the L-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.
- Permitted accessory structures and uses include but are not limited to the following:
1. Privacy and decorative fences and walls.
 2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 3. Signs, subject to all of the requirements regulating signage herein.
 4. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:
1. Site design.
 2. Property access.
 3. Hours of operation of the business.

4. Vehicular trips generated by the use.
5. Impact of the use on surrounding properties.
6. Impact of the use on the natural features of the site.

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

1.0 *Business Uses.*

- a. Adult Entertainment Establishment (see Sec. 2.7).
- b. Airport, Public/Private.
- c. Boutique Hotel.
- d. Extended Stay Hotel.
- e. Golf Driving Range.
- f. Glass Fabrication.
- g. Medical Cannabis or Marijuana Dispensary
- h. Taxidermist.
- i. Tire Retreading.
- j. Theater, Cinema.

2.0 *Wholesale, Storage and Industrial Uses.*

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

3.0 *Semipublic Uses, Utilities.*

- a. Airport, public or private.
- b. Reserved.
- c. Church, Synagogue, or other religious institutions.
- d. Museum and Library.
- e. Power Station.

- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - g. Wireless Tower.
- 4.0 *Transfer Station.* Any facility associated with waste or a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.
- 4.1 *General Standards.*
- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
 - b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
 - c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
 - d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;
 - e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
 - f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
 - g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
 - h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
 - i. All solid waste is removed from the transfer station within 24 hours of receipt;
 - j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
 - k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
 - l. The transfer facility must be cleaned at least once every 24 hours;
 - m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
 - n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
 - o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
 - p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
 - q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
 - r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;

- s. The transfer station must have adequate storage space for incoming solid waste;
- t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received and transported, specifying the origin by hauler and the destination of the solid waste transported daily;
- u. The facility shall not generate more than 150 total vehicle trips per day;
- v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
- w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
- x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 *Additional Permit Application Requirements.*

- a. Application requirements. An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:
 - (1) Regional plan or map. The regional plan or map must delineate the service area of the proposed transfer station.
 - (2) Site plan. The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
 - (3) Engineering report. The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all solid waste to be accepted, the maximum time any such waste will be stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;
 - (b) A description of all machinery and equipment, including the design capacity;
 - (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
 - (d) A description of the facility's drainage system and water supply system; and
 - (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

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

- a. Unloading and loading areas.

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

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

D. *District Regulations.*

Minimum lot size—one acre.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

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

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

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—35%.

Maximum Building Height—35 feet.

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

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

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

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R- 22	R- 15	R- 12	R- 10	R- 4A	R- 4D	R- 8A/D	R- 10M	CUP*	OI*	OP	C- 1	C- 2	PSC	LI	OS- R	SU	MU
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O	O		O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			

Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	
Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	O	X			
Automotive Service												O				X	O	X			
Bakery												O	O	O	X	X	O	X			O
Bank, Savings and Loan, Mortgage Company												O	O	X	X	X	O	X			O
Barber Shop												O	O	X	X	X	O				O
Beauty Shop												O	O	X	X	X	O				O
Bed and Breakfast	X	O	O	O	O						X	O		X	X	X					O

Book Store or Stationery												O	O		X	X	O	X			O
Bottle Gas Storage and Distribution																		X			
Boutique Hotel												O	O			O	O	O			O
Bowling Alley												O	O			X	O	X			
Brewery												O	O		O	O	O	X			O
Broadcasting Studio (Radio and TV)	O											O				X		X			
Builder's Equipment/Material	O											O				X		X			
Car Wash													O			O	O	X			
Carpenter Shop, Woodworking	O																	X			
Carpet and Rug Sales															X	X	O	X			
Cemetery	O																			O	
Check Cashing															O	O		X			
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X		O	O

Clinic, Public/Private												O	O	X	X	X	O				O
Concrete Plant																		O			
Congregate Housing, Assisted Living Facility											O	O	O		O	O		X			O
Contractor's Office without outside storage												O	O	X	X	X		X			O
Contractor's Office with outside storage												O			O	X		X			
Convenience Center w/Gas Pumps												O	O			X	O	X			
Country Club	O	O	O	O	O	O	O	O	O	O	O	O									
Dance Studio												O	O		X	X	O	X			O
Day Care Center												O	O	X	X	X	O	X			O
Discount Store																		X			
Distillery												O	O		O	O	O	X			O

Hardware and Garden Supply Store												O			X	X	O	X			O
Heliport, Public/Private	O											O	O				O	X		X	O
Home Improvement Store																X	O	X			
Home-Elderly, Children, Nursing										O		O	O		X	X		X			
Hospital												O	O		O	X		X		X	
Hotel or Motel												O	O		O	O	O				O
Indoor Shooting Range																		O			
Junk Yard																		O			
Kennel	O																	X			
Laboratory, Research Commercial												O	O					X			
Laundry, Industrial												O						O			

Laundry, Self-Serve, Pick-Up												O			X	X	O	X			
Limousine Service and Taxi (with or without outside vehicle storage)																O		X			
Liquor Store												O	O		O	X	O	X			O
Locker, Frozen Food or Cold Storage												O						X			
Machine Shop																		X			
Manufacturing, Heavy, General																		O			
Manufacturing, Light, Limited												O	O					X			
Massage Therapy																O		X			
<u>Medical Cannabis or Marijuana Dispensary</u>																		<u>O</u>			
Mini-warehouse Storage, Conditioned or																		X			

Unconditioned space																						
Museum and Libraries												O	O		X	X	O	X		X	O	
Nail Salon												O	O		X	X	O	X			O	
Office												O	O	X	X	X	O	X			O	
Outdoor Recreational Facilities (Commercial) (Playfields, etc.)												O	O		O	O	O	X		X	O	
Park and Playground	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X	X	O	
Parking Lot, Commercial												O	O		O	X	O	X				
Pawn Shop																		X				
Pest Control Business (with or without onsite chemical storage)															O	O		X				
Pet Day Care												O			X	X	O	X				

Pet Grooming												O			X	X	O	X			O
Power Station												O						O		O	
Print Shop												O	O	X	X	X	O	X			O
Prison																				O	
Public Building												O	O	X	X	X	O	X		X	O
Radio, TV, Transmitter, Studio	O											O	O			O	O	X			
Recreation Facilities, Indoor (Health Clubs, Bowling Alleys, Skating Rink, Billiards, Children's event facilities, etc.)												O	O			X	O	X			O
Recycling Center																		O			
Rental Services Establishment with no outside storage												O			O	X	O	X			
Rental Services Establishment with outside storage																		X			

Shop or Studio, Craftsman/Artist												O		O	X	X	O	X			
Small Appliance Repair Shop																O		X			
Smoke Shop and Tobacco Store															O	O		X			
Spa Services												O	O	O	O	O	O	X			O
Special Event Facility	O											O	O		O	O	O	X			O
Storage, Inside																		X			
Storage, Outside																		X			
Switching Station (Telecom)												O						X			
Tattoo Parlor and Body Piercing																		X			
Taxidermist	X																	O			
Theater, Cinema												O	O		X	X	O	O			O
Tire Retreading																					
Transfer Station																		O			

Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																		X			
Wholesale (storage and distribution)												O					O	X			
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)	O											O	O			O	O	O		O	

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

* Uses under the CUP and OI Zoning Districts shall be permissible through an approved master plan amendment and statement of intent.

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA	
When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:	
1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site



City Council Meeting & Public Hearing

STAFF REPORT

Submitting Department: Public Safety

Submitted By: Stephanie Cochran

Sponsored By:

Meeting Date: September 27, 2021

I. AGENDA ITEM TITLE: CARDIAC MONITORS AND AEDS REPLACEMENTS (PUBLIC SAFETY DEPARTMENT)

II. RECOMMENDATION:

Approve the purchase of 10 LIFEPAK 15 cardiac monitors/defibrillators, 55 AEDs (automated external defibrillator), and associated equipment/maintenance through Stryker Medical at a cost of \$572,484.61 ("AED Equipment").

Adopt the attached Resolution authorizing the Mayor to execute all associated documents with Banc of America Public Capital Corporation for the purposes of financing the AED Equipment.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$117,274.63 ANNUAL CAPITAL LEASE
PAYMENT (5-YEAR TERM). \$572,485 CAPITAL FINANCING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Capital Lease - Principal Expense (10031100-581200)	\$114,314.85
Capital Lease - Interest Expense (10031100-582200)	\$2,959.78
Dept. Funding Reallocation/Mid-Year Request	-\$22,274.63

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0
-	\$0
-	\$0

IV. REPORT IN BRIEF:

The Department of Public Safety seeks approval to purchase 10 LIFEPAK 15 cardiac monitors/defibrillators, 55 AEDs (automated external defibrillator), and associated equipment/maintenance through Stryker Medical at a cost of \$572,484.61 ("AED Equipment").

The Fire Division uses LIFEPAK Monitors (cardiac monitors) to diagnose, treat and monitor medical patients, particularly those experiencing cardiac events. These are emergency-room type units with leads that attach to the patient to provide vital signs such as heart rhythms, blood pressure and pulse oximetry. The features and functions of such units are determined by both the hardware and the software that operates the units and communicates with users.

The City's current heart monitors were purchased in 2017 and have reached the end of their useful life (9

monitors in total). Both the hardware and software are beyond the manufacturer's effective support, and they do not have some contemporary features required to meet current American Heart Association standards of care. This purchase request includes replacement of the 9 existing cardiac monitors and the purchase of one additional monitor for the Rapid-Rescue-Response Truck approved in the 2022 Capital budget.

One of the biggest advantages the LIFEPAK 15 provides is the ability to transfer care of critical patients to our transporting agency, AMR, without interruption, as they too use LIFEPAK monitors. We believe that the ability for our members and ambulance personnel to operate each other's cardiac monitors is extremely valuable. Additionally, Roswell, Milton and Sandy Springs Fire Departments all use LIFEPAK 15 monitors, which, again, is a huge asset as we frequently provide mutual aid with those departments. The City has roughly 82 AEDs placed throughout operations (government buildings, parks, public safety). Most of these have reached their useful life (55 AEDs are requested herein for replacement). Specifically, the AEDs, batteries and pads are beyond the manufacturer's effective support, and they do not have some contemporary features to meet current standards. Stryker has included the replacement of 55 AEDs in this proposal, and they will maintain all the AEDs, batteries, and pads for a 5-year term.

Stryker is a sole-source (see attached letter) provider for this program. The attached quote includes all costs associated with the purchase of ten (10) LIFEPAK 15 heart monitors and 55 AEDs and associated training and totals \$572,484.61.

Stryker is the sole-source provider in the hospital (hospitals and hospital-owned facilities), emergency response services and emergency response training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the LIFEPAK series of cardiac monitors/defibrillators. LIFEPAK monitors are deployed by AMR as well as our companion North Fulton cities, which creates a seamless emergency response.

Capital Lease Program

The Finance Department solicited quotes for the AED Equipment financing from multiple financial institutions and obtained the following results: Banc of America (0.9496%); Signature Public Funding Corp. (1.135%); BB&T (1.44%); and Public Sector Capital (1.757%).

Banc of America provided the most competitive interest rate and is the recommended partner for this transaction.

Transaction terms include:

- Loan amount: \$572,485
- 5-year term;
- 0.9496% fixed interest rate;
- no closing costs; and
- \$117,274.63 annual payment.

The Public Safety Department has \$95,000 currently funded in the operating budget for this lease payment (based on the original anticipated replacement of the existing fleet of 9 cardiac monitors). The additional funding (to cover the additional cardiac monitor and AEDs) will come from other accounts within the operating budget and/or a mid-year funding request.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Stryker Sole Source Letter, Stryker Quote, Lease Resolution, Schedule of Property No. 5 - BANA - Alpharetta, GA-4841-2981-1706-v2, Restricted Account Agreement - BANA - Alpharetta, GA, Executed Lease Docs, INCUMBENCY AND AUTHORIZATION CERTIFICATE(4371815.1), OPINION OF COUNSEL - SCHEDULES 5 21 09-21 (REVISED)(4371978.1)



July 6, 2021

Alpharetta Fire & Emergency Services
Division Chief Jim Darling
11565 Maxwell Road
Alpharetta, GA 30009

Dear Chief Darling,

Stryker is the sole-source provider in the hospital (hospitals and hospital-owned facilities), emergency response services and emergency response training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK 15 monitor/defibrillators, the only monitor/defibrillator capable of shocking at 360J of biphasic energy
- New LIFEPAK 1000 & LIFEPAK CR2 automated external defibrillators, the only first responder AED capable of shocking at 360J of biphasic energy
- New LUCAS chest compression system, the only automated chest compression device with an adjustable rate up to 120 compressions per minute
- TrueCPR coaching devices
- CODE-STAT data review software and service, the only post-event review software compatible with both LIFEPAK 15 and LUCAS
- New Power-LOAD, the powered fastener which does not require the use of safety hooks in normal unloading/loading operation
- New Power-PRO, the only SAE J3027-compliant stretcher when used with either Performance-LOAD and/or Power-LOAD

Stryker is the sole-source provider in all markets for the following products and services:

- RELI (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET system and related software, which includes LIFENET Asset, the only asset management program that is compatible with LIFEPAK 15 and LUCAS 3.1
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS ePCR software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- MultiTech 4G and Titan III gateways for use with LIFEPAK 15 monitor/defibrillators

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade

Stryker also is the only vendor who can bundle all these respective life-saving pieces of equipment into one payment through Stryker's Flex Financial business. Stryker does not authorize any third parties to sell these products or services in the markets listed above outside of an ambulance for cots and fasteners. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services.

Based on the Alpharetta Fire & Emergency Services statement of need provided to Stryker, Stryker certifies and warrants that it is the only vendor or supplier of these unique goods and/or services, the uniqueness is substantially related to the City's stated intended purpose, use and performance of the goods or services sought by the City, and other similar goods or services cannot perform the City's stated desired objectives. The very nature of these goods and services are impossible to award by competitive bidding.

Sincerely,

Matt Van Der Wende
Sr. Director of Sales, Americas

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: CODE-STAT, Flex Financial, HealthEMS, LIFENET, LIFEPAK, LUCAS, Power-LOAD, Power-PRO, RELI, Stryker, and TrueCPR. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Rd. NE, Redmond, WA 98052 | Toll free +1 800 442 1142 | stryker.com



Alpharetta Fire Lease Quote (8-19-2021)

Quote Number: 10347282

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: ALPHARETTA DEPT OF PUBLIC SAFETY

Chicago, IL 60673-3308

Attn:

Rep:

Preston Willis

Email:

preston.willis@stryker.com

Phone Number:

Quote Date: 08/19/2021

Expiration Date: 11/17/2021

Delivery Address

Name: ALPHARETTA DEPT OF PUBLIC SAFETY

Account #: 1338168

Address: 11565 MAXWELL RD

ALPHARETTA

Georgia 30009

End User - Shipping - Billing

Name: ALPHARETTA DEPT OF PUBLIC SAFETY

Account #: 1338168

Address: 11565 MAXWELL RD

ALPHARETTA

Georgia 30009

Bill To Account

Name: ALPHARETTA DEPT OF PUBLIC SAFETY

Account #: 1338168

Address: 11565 MAXWELL RD

ALPHARETTA

Georgia 30009

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	10	\$33,093.73	\$330,937.30
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	10	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	30	\$353.42	\$10,602.60
4.0	11140-000015	AC power cord	10	\$59.38	\$593.80
5.0	11140-000080	Extension Cable (5ft 3 in)	10	\$228.94	\$2,289.40
6.0	11140-000098	LP15 AC Power Adapter (power cord not included)	10	\$1,230.54	\$12,305.40
7.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	10	\$241.10	\$2,411.00
8.0	11220-000028	LIFEPAK 15 Carry case top pouch	10	\$43.64	\$436.40
9.0	11260-000039	LIFEPAK 15 Carry case back pouch	10	\$62.24	\$622.40
10.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	10	\$186.63	\$1,866.30
11.0	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/ Intermediate patients>44lbs, 25/box	10	\$221.35	\$2,213.50
12.0	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	10	\$199.03	\$1,990.30



Alpharetta Fire Lease Quote (8-19-2021)

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P.O. Box 93308

Prepared For: ALPHARETTA DEPT OF PUBLIC SAFETY

Chicago, IL 60673-3308

Attn:

Rep:

Preston Willis

Email:

preston.willis@stryker.com

Phone Number:

Quote Date: 08/19/2021

Expiration Date: 11/17/2021

#	Product	Description	Qty	Sell Price	Total
13.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	10	\$36.49	\$364.90
14.0	11160-000017	NIBP Cuff -Reusable, Large Adult	10	\$25.76	\$257.60
15.0	11160-000013	NIBP Cuff-Reusable, Child	10	\$18.60	\$186.00
16.0	21996-000109	Titan III WiFi Gateway	10	\$740.47	\$7,404.70
18.0	99512-001263	LIFEPAK CR2 Defibrillator, Fully Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	55	\$1,706.51	\$93,858.05
22.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,486.76	\$2,486.76
				Equipment List Price:	\$576,605.00
				Equipment Total:	\$470,826.41

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	10	-\$6,500.00	-\$65,000.00
TR-PFR3-LPCR2	TRADE-IN-PHILIPS HEARTSTART FR3 TOWARDS PURCHASE OF LIFEPAK CR2	40	-\$300.00	-\$12,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
20.1	78000008	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	10	\$9,730.80	\$97,308.00
21.0	78000171	LIFENET Asset, per device	75	\$51.00	\$3,825.00
23.0	78000172	CODE-STAT Maintenance Subscription (3 Years) Includes ongoing training and support, and upgrades and updates as available. Begins in Year 1.	1	\$1,625.00	\$1,625.00



Alpharetta Fire Lease Quote (8-19-2021)

Quote Number: 10347282

Version: 1

Prepared For: ALPHARETTA DEPT OF PUBLIC SAFETY

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Preston Willis

Email:

preston.willis@stryker.com

Phone Number:

Quote Date: 08/19/2021

Expiration Date: 11/17/2021

#	Product	Description	Qty	Sell Price	Total
24.1	78000020	ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	10	\$7,590.02	\$75,900.20

ProCare List Price: \$197,690.00

ProCare Total: \$178,658.20

Price Totals:

Grand Total: \$572,484.61

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN SCHEDULES AND STATE OF GEORGIA LEASE RIDERS RELATING TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, EXECUTED ON FEBRUARY 18, 2016, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and body politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of cardiac monitors/defibrillators and automated external defibrillators (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee entered into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), on February 18, 2016, and separate Schedule thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee to enter into amendments to the Agreement adding additional separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment described in the Schedules and on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement as amended, including the form of Schedule of Property No. 5 (the "Schedule") and the form of the Rental Payment Schedule for Schedule No. 5,

are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provision of Schedule of Property No. 5 and the form of the Rental Payment Schedule for Schedule No. 5 are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Schedule under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under the Lease entered into pursuant to the Agreement for Schedule No. 5 shall not exceed \$572,485.00; (b) the maximum term under the Lease entered into pursuant to the Agreement, as amended, shall not exceed five (5) years for Schedule No. 5; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed the lesser of the maximum rate permitted by law or 0.9496% per annum for Schedule No. 5. The Authorized Officials may sign and deliver the Lease to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver the Lease pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Ratification of Schedules 1-4. Schedules 1-4 and all related documents previously entered into by the parties are hereby confirmed and ratified in all respects.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation,

the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Lease and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURE PAGE TO
RESOLUTION AUTHORIZING EXECUTION OF SCHEDULES AND
LEASE RIDERS TO MASTER EQUIPMENT LEASE DATED FEBRUARY 18, 2016)

SO RESOLVED, this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

Donald Mitchell, Mayor Pro Tem

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Karen Richard

(SEAL)

Attest:

Approved as to form
and legal sufficiency:

Erin Cobb, City Clerk

Michael D. Stacy, City Attorney

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. _____ the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Erin Cobb, City Clerk

(SEAL)

SCHEDULE OF PROPERTY NO. 5

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”). This Schedule of Property No. 5 (this “*Schedule*”) constitutes a “Lease” for all purposes under the Agreement, and is by and between the Lessee and Bank of America, National Association, a national banking association (the “*Lessor*”), an affiliate of Banc of America Public Capital Corp (“*BAPCC*”). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to “Lessor” contained herein and therein, and in the Agreement, shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Agreement.

2. *Equipment.* For purposes of the Lease created hereby, the items of Equipment hereby included under this Schedule consist of the following: 10 LIFEPAK 15 heart monitor/defibrillators, 55 LIFEPAK CR2 defibrillators, associated support/maintenance, all as more fully described in each Disbursement Request submitted pursuant to the Restricted Account Agreement (as defined herein), together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lease Proceeds to acquire and install the Equipment listed in this Schedule are paid by Lessor to Lessee for deposit into the Account (as defined in the Restricted Account Agreement) for that purpose (the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of this Lease pursuant to a resolution adopted by the governing body of Lessee on September 27, 2021; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. Notwithstanding anything in the Agreement to the contrary, Lessor and Lessee agree that for purposes of this Lease only, the Restricted Account Agreement constitutes an "Escrow Agreement" and, to the extent applicable, the Account constitutes an "Escrow Fund," under the applicable provisions of the Agreement.

6. *Lease Proceeds.* The total principal amount of the Lease Proceeds that Lessor shall pay to the Lessee in connection with this Schedule is \$572,485.00, which \$572,485.00 is for deposit into the restricted account established by Lessee pursuant to the Restricted Account Agreement dated October 15, 2021 (the "*Restricted Account Agreement*") to be disbursed in accordance with the terms of the Restricted Account Agreement and this Lease. It is expected that by twelve (12) months from the date of this Schedule, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Restricted Account Agreement will be signed by Lessee, approved by Lessor and delivered to the Lessee on or before twelve (12) months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the twelfth (12th) month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and four (4) consecutive Renewal Terms, with the final Renewal Term ending on May 4, 2026, subject to earlier termination pursuant to the Agreement.

9. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is May 1, 2024.

10. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 0.9496% per annum. The Taxable Rate for this Schedule is 1.1968% per annum.

Dated: October 15, 2021

LESSOR:

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____

Name: _____

Title: _____

By: _____

Name: Jim Gilvin

Title: Mayor

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

**RENTAL PAYMENT SCHEDULE
(Schedule of Property No. 5)**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION (0.9496%)	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE
10/15/2021	\$ -	\$ -	\$ -	\$572,485.00	N/A
5/1/2022	117,274.63	2,959.78	114,314.85	458,170.15	N/A
5/1/2023	117,274.63	4,350.79	112,923.84	345,246.31	N/A
5/1/2024	117,274.63	3,278.46	113,996.17	231,250.14	\$231,250.14
5/1/2025	117,274.63	2,195.95	115,078.68	116,171.46	116,171.46
5/1/2026	117,274.63	1,103.17	116,171.46	-	N/A
Totals	\$586,373.15	\$13,888.15	\$572,485.00		

RESTRICTED ACCOUNT AGREEMENT

October 15, 2021

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, CA 94104

Ladies and Gentlemen:

The City of Alpharetta, Georgia ("*Lessee*") and Bank of America, National Association ("*Lessor*") are entering into Schedule of Property No. 5 dated October 15, 2021 (the "*Schedule*"), which incorporates the terms of the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016, by and between Lessee and Banc of America Public Capital Corp (the "*Master Agreement*" and, together with the Schedule, the "*Lease*").

Pursuant to the Lease, Lessor agrees, among other things, to fund certain sums for the purpose of financing the purchase of certain equipment by Lessee. In order to induce Lessor to enter into the Lease and fund the amounts contemplated under the Lease, and as a condition for Lessor's entering into the Lease and funding such amounts, Lessor has requested Lessee execute this Restricted Account Agreement (this "*Agreement*") and Lessee has agreed to do so.

With reference to the foregoing facts, the parties agree as follows:

1. Lessee shall establish an account within Lessee's General Fund entitled the "**BAPCC Lease Restricted Cash Account**" (the "*Account*") to serve as the restricted account pursuant to the Lease. Lessee shall provide satisfactory evidence of the establishment of the Account to Lessor, on or before the funding of the amounts contemplated under the Lease. Withdrawals and disbursements from the Account may be made only in accordance with the Lease and paragraphs 3 and 4 of this Agreement. Lessee shall bear all costs to administer the Account.
2. Lessee shall place in the Account all amounts that Lessor funds under the Lease and shall promptly return to Lessor any amounts remaining in the Account after twelve (12) months from the date of the Schedule (the "*Acquisition Period*") for application in accordance with Section 4.07 of the Master Agreement.
3. Lessee may withdraw cash from the Account only (a) upon completion by Lessee of a disbursement request substantially in the form of Exhibit A attached hereto (a "*Disbursement Request*"), approved by Lessor and in the amount specified in such Disbursement Request; or (b) as set forth in Section 2 above. No further consent or direction is needed for disbursement.
4. Lessee may invest, or cause to be invested, sums held in the Account in investments in compliance with all laws and regulations applicable to Lessee and to such investments. Lessee shall maintain adequate accounting records so as to reflect and control the restricted allocation of the cash on deposit in the Account and to reflect the security interest of

Lessor in and to such investments or portion thereof. All interest and proceeds on such investments will accrue to Lessee's benefit, subject to the security interest granted herein by Lessee to Lessor.

5. Lessee shall receive, hold, and disburse cash from the Account for the benefit of Lessor and Lessee in accordance with the terms of this Agreement and the Lease. Within 30 days after the end of each calendar quarter, and on any other day that Lessor shall request, Lessee shall deliver to Lessor a statement in reasonable detail showing, as of the date of the statement, (a) the amount of cash held in the Account; (b) the amount of interest earned on the amounts in the Account; (c) the investments made from the cash in the Account and the dividends, interest, and profits thereon; and (d) the payee of all amounts disbursed from the Account.

6. This Agreement and the security interest in the Collateral (defined herein) granted to Lessor under this Agreement (see paragraph 7 below) secure the prompt payment and performance of Lessee's payment obligations under the Lease and this Agreement (collectively, the "*Obligations*").

7. Lessee hereby pledges and grants to Lessor a first priority and exclusive security interest in and to the Account, all sums contained in the Account, any investment of funds in the Account, and all products and proceeds from those investments (collectively, the "*Collateral*") as additional security for the Obligations. In addition to Lessor's other rights and remedies under this Agreement, the Lease and applicable law, to the extent allowed by law, (a) Lessee grants Lessor all rights and remedies relating to the Collateral of a secured party under the Uniform Commercial Code as in effect on the date hereof in the State of Georgia (the "*UCC*"); (b) Lessee shall execute and deliver, concurrently with the execution and delivery of this Agreement, one or more UCC-1 Financing Statements reflecting Lessor's security interest in the Collateral under this Agreement; and (c) no application of all or any part of the cash from the Account, pursuant to this Agreement or the Lease, will in any way release, satisfy, or discharge any of the unpaid balance of Obligations, except to the extent applied to the Obligations by Lessor. This Agreement constitutes notice of Lessor's security interest in the Collateral under the UCC. No delay or omission by Lessor in exercising any of its rights or remedies waives or impairs any of Lessor's rights or remedies under this Agreement or the Lease.

8. Lessee shall cooperate with Lessor and shall execute, deliver and file, or cause to be executed, delivered and filed, all financing statements, payment notices and other documents and instruments. Lessee shall take such other lawful action as Lessor reasonably requests from time to time to accomplish and satisfy the provisions and purposes of this Agreement.

9. All notices, requests, and demands to be made hereunder to the parties must be made in the manner set forth in, and must be directed to, the addresses set forth in, the Master Agreement.

10. No change, waiver, release, discharge, withdrawal, revocation, or termination of this Agreement is effective and enforceable unless evidenced by a written document signed by the party against which enforcement of the change, waiver, discharge, withdrawal, revocation, or termination is sought, and then only to the extent specifically provided in that document.

11. This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Georgia.

12. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. The rights and remedies under this Agreement are limited to the extent necessary to avoid invalidation or to make this Agreement legal and enforceable. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement will not be affected, prejudiced, or disturbed by the partial invalidity, illegality, or unenforceability.

14. Lessee shall not assign any right or duty with respect to the Account, this Agreement, or Account funds without Lessor's prior written consent. Lessor may assign its security interest granted in this Agreement to any assignee permitted under Section 11.01 of the Master Agreement.

[Remainder of page intentionally left blank; signature page follows]

Executed and dated as of the date first above written.

Very truly yours,

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Jim Gilvin
Title: Mayor

AGREED AND ACCEPTED:

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A
(to Restricted Account Agreement)

FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. _____

I, the undersigned, hereby certify that I am the duly qualified and acting officer or official of the City of Alpharetta, Georgia ("*Lessee*"). On behalf of Lessee, I hereby request a disbursement in the amount of \$ _____ with respect to the Equipment listed below (and on the invoices attached hereto), which is subject to Schedule of Property No. 5 dated October 15, 2021 (the "*Schedule*"), between Lessee and Bank of America, National Association ("*Lessor*"), to that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016, by and between Lessee and Banc of America Public Capital Corp (the "*Master Agreement*" and, together with the Schedule, the "*Lease*").

Disbursement Amounts:

Vendor's Name and Address	Invoice Number	Dollar Amount	Purpose
<Vendor's Name> <Vendor Address 1> <Vendor Address 2> <Vendor Address 3>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<description of equipment; ex "police cruiser," and related VIN or serial no. and model>
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<description of equipment; ex "police cruiser," and related VIN or serial no. and model>

The undersigned hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

1. Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

2. Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

3. The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

4. This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

5. The Equipment is insured in accordance with the Lease.

6. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

7. The disbursement shall occur during the Acquisition Period

8. The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

9. No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

10. The information in this Disbursement Request regarding each Vendor is true and correct, and their respective payment instructions has been verified and confirmed by Lessee and Lessor may rely on Lessee's verification and confirmation of the accuracy of such payment instructions used by Lessee to make such payments. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify any information or instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Vendor listed above.

Terms used in this Disbursement Request and not defined herein have the meanings given to those terms in the Lease.

Dated: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: _____
Title: _____

Disbursement Authorized:

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of February 18, 2016, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation ("*Lessor*"), and the City of Alpharetta, a body politic and corporate created and existing under the laws of the State of Georgia ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease, purchase and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

"*Acquisition Period*" means, with respect to each Lease for which an Escrow Fund is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Fund.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Equipment" means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Escrow Agreement" means, with respect to each Lease for which an Escrow Fund is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Fund is established and administered.

"Escrow Agent" means, with respect to each Lease for which an Escrow Fund is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

"Escrow Fund" means, with respect to any Lease, the fund established and held by the Escrow Agent pursuant to the related Escrow Agreement.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means, with respect to a Lease, the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under

such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“Lease” means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to each Lease for which an Escrow Fund is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

“Lease Term” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments and other amounts due thereunder) and any related Escrow Fund pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“Material Adverse Change” means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Original Term” means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“Payment Schedule” means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“Prepayment Price” means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in Section 10.01 hereof.

“Renewal Terms” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after

the end of the Original Term and each having a duration of one year and a term coextensive with each successive Lessee's fiscal year; *provided* that the final such renewal term shall commence on the first day of the last fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"*Rental Payment Date*" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"*Rental Payments*" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"*Schedule*" means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

"*State*" means the State of Georgia.

"*Taxable Rate*" means, with respect to each Lease, the rate identified as such in the related Schedule.

"*Vendor*" means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all

requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than 30 days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any

person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and the Escrow Fund and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor leases, sells and transfers to Lessee, and Lessee acquires, purchases and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to

obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment at the location(s) to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) If an Escrow Fund is to be established with respect to such Lease, an Escrow Agreement substantially in the form set forth in *Exhibit I* hereto, executed by Lessee and the Escrow Agent;
- (iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-1*;
- (iv) A copy, certified as full, true and correct by the Clerk or Secretary or other comparable officer of Lessee, of a resolution, ordinance or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement and each Lease and related Escrow Agreement entered into pursuant hereto and performance by Lessee of its obligations under each Lease and related Escrow Agreement entered into pursuant hereto;
- (v) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D*, respecting this Agreement and each Lease and Escrow Agreement entered into pursuant hereto;
- (vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) If Lessee has designated the Lease then being entered into as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G/GC with respect to the Lease then being entered into, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xi) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lessor's interest thereon;

(xii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xiii) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the dated date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect shall be threatened and (iv) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior

expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(x) hereof), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Fund is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent as provided in the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within 10 days of its due date, Lessee shall pay an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in

this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment, disputes with the Vendor of any Equipment or Lessor, any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Fund under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Fund under any Escrow Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Fund, any funds not applied to Equipment Costs and remaining in such Escrow Fund on the earlier of (a) the expiration of the applicable Acquisition Period and (b) the date on which Lessee delivers to the Escrow Agent the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Fund shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the unpaid principal balance of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Fund has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall deliver Disbursement Requests to the Escrow Agent pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Fund to pay (or reimburse) Equipment Costs for the Equipment acquired and pursuant to such Lease.

(b) Lessee shall deliver to Lessor, or to an Escrow Agent if an Escrow Fund has been established with respect to the related Lease, original invoices (and proof of payment of such

invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Escrow Fund, Lessor shall, upon receipt of the Final Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it will maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing under a Lease in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Fund and (c) any and all proceeds of any of the foregoing. Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment subject to such Lease, any related Escrow Fund and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor in its discretion from any party

taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section, the replacement equipment (the “*Replacement Equipment*”) shall be of new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying such Prepayment Price shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee’s acquisition of the Equipment under each Lease shall be on an “as is” basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee’s use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay all, but not less than all, its obligations under a Lease, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the applicable Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the related Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid balance as set forth in such Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or 60 days after the casualty event) upon payment in full to Lessor of the sum of (i) any Rental Payment then due under such Lease *plus* (ii) the then applicable Outstanding Balance *plus* (iii) all other amounts then owing hereunder or, in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (x) the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (y) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (z) all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After payment of the applicable Prepayment Price and all other amounts owing under a Lease, Lessor's security interests in and to the Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease and its security interest in the Equipment subject to the related Lease and in any related Escrow Fund, and all proceeds therefrom, may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or subassignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing a Lease (or any interest therein) for its own account with no present intention to resell or distribute such Lease (or interest therein), subject to each investor's right at any time to dispose of the related Lease or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under a Lease or the creation of any interest in a Lease in an aggregate principal component that is less than the lesser of \$100,000 or the then aggregate unpaid principal component of such Lease and (iii) shall not require Lessee to make Rental Payments, send notices or otherwise deal with respect to matters arising under a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the rights and interests of Lessor under the related Lease and Escrow Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee

shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or a Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the Escrow Fund, or all rights in, to and under the Escrow Agreement. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Fund relating thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified therein or (ii) maintain insurance as required under such Lease (including Section 7.02 incorporated therein);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or such Lease on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if

such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of \$100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to such Lease and apply any proceeds in the Escrow Fund thereunder to the Rental Payments due under such Lease; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or the Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to such Lease or with respect to the related Escrow Fund.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

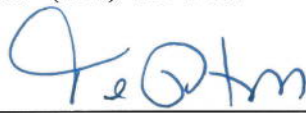
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: 

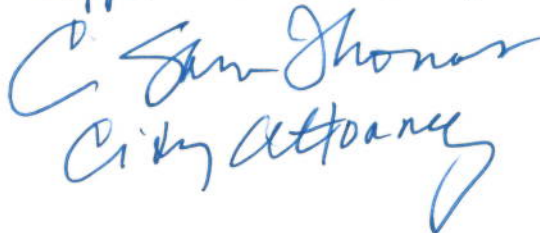
Name: Terri Preston
Title: Authorized Agent

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: 

Name: David Belle Isle
Title: Mayor

Approved AS TO FORM:

City Attorney

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate
Exhibit C-2	—	Form of Authorizing Resolution
Exhibit D	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Form of Escrow and Account Control Agreement

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
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3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution approved on _____, 20__; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Schedule is \$_____, which \$_____ is for deposit into the Escrow Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[8][9]. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _____.

[9][10]. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[10][11]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* [_____]
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[OPTION: IF EQUIPMENT BEING FINANCED MAY CONSTITUTE FIXTURES:

[11][12]. Lessee hereby represents and warrants for the benefit of Lessor that Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:
City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium]
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EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: Clerk, City of Alpharetta, Georgia

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Alpharetta (the "*Lessee*"), a city and politic duly organized and existing under the laws of the State of GEORGIA, is authorized by the laws of the State of GEORGIA to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of _____ [insert general description, such as public works equipment, office equipment, public safety vehicles, communications] (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee (the "*Authorized Officials*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$_____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [seven] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting _____ City Clerk of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of February, 2016.

APPROVED: CITY COUNCIL OF THE CITY
OF ALPHARETTA, GEORGIA

Name: _____
Title: _____

EXHIBIT D

FORM OF OPINION OF LESSEE'S COUNSEL (to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "*Agreement*") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Schedule of Property No. _____, dated February __, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "*Original Schedule*"), has attached the Rental Payment Schedule with respect thereto (the "*Original Rental Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "*Equipment*"); [(c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of February __, 2016 (the "*Escrow Agreement*"), among Lessor, Lessee and _____, as Escrow Agent;] (d) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule[, the Escrow Agreement] and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "*Additional Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "*Lease.*" Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "*Additional Lease.*"

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers:

(a) the power to tax, (b) the power of eminent domain, and (c) police power] [is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease, the Escrow Agreement and each Additional Lease and to perform its obligations under the Lease, the Escrow Agreement and each Additional Lease.

3. The Lease, the Escrow Agreement and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, each of the Lease and the Escrow Agreement constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease, the Escrow Agreement and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, the Escrow Agreement or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Agreement, the Lease or the Escrow Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

Printed Name: _____

Firm: _____

Address: _____

Telephone No.: _____

Signature: _____

Dated: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February 18, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "*Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: February __, 2016

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, 20____, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

In connection with the above-referenced Schedule of Property (the "*Schedule*"), the City of Alpharetta (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of the City of Alpharetta, Georgia (the "Lessee") certifies in connection with Schedule of Property No. _____, dated February __, 2016, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), each between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the "*Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*"), each between Assignor and the City of Alpharetta, Georgia ("*Lessee*"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____ (the "*Escrow Agreement*"), among Lessee, Assignor and Deutsche Bank Trust Company Americas, as Escrow Agent, together with the Escrow Fund related thereto (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rents Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	\$ _____

4. The Lease remains in full force and effect, has not been amended and no event of default (or event which with the passage of time or the giving of notice or both would constitute a default) or threatened non-appropriation has occurred thereunder.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF ALPHARETTA
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	BASE LOCATION
2	Pierce Enforcer Pumper	To be provided with Final Acceptance Certificate	2 Park Plaza Alpharetta, GA 30009

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to [a resolution adopted by Lessee on February 1, 2016; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is \$992,808. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than February 18, 2017.

7. *Lease Term.* The Lease Term shall consist of the Original Term and ten (10) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2025, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2016

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 1.83% per annum. The Taxable Rate for this Schedule is 2.9314% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Alpharetta, Georgia
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of Page Intentionally Left Blank; Signature Page follows]

Dated: February 18, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Budget and Procurement Office

By: 

Name: Terri Preston
Title: Authorized Agent

By: 

Name: David Belle Isle
Title: Mayor

Counterpart No. 2 of 2 manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

*Approved As To Form -
San Thomas, City Attorney*

[Signature page to Schedule of Property No. 1]

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Date	starting balance	takedowns	debt service	interest	principal	ending balance
2/19/2016	\$ -	\$ 992,808.00	\$ -	\$ -	\$ -	\$ 992,808.00
11/1/2016	\$ 992,808.00	\$ -	\$ 108,981.52	\$ 12,752.61	\$ 96,228.91	\$ 896,579.09
11/1/2017	\$ 896,579.09	\$ -	\$ 108,981.52	\$ 16,452.22	\$ 92,529.30	\$ 804,049.79
11/1/2018	\$ 804,049.79	\$ -	\$ 108,981.52	\$ 14,754.30	\$ 94,227.22	\$ 709,822.57
11/1/2019	\$ 709,822.57	\$ -	\$ 108,981.52	\$ 13,025.24	\$ 95,956.28	\$ 613,866.29
11/1/2020	\$ 613,866.29	\$ -	\$ 108,981.52	\$ 11,264.44	\$ 97,717.08	\$ 516,149.21
11/1/2021	\$ 516,149.21	\$ -	\$ 108,981.52	\$ 9,471.33	\$ 99,510.19	\$ 416,639.02
11/1/2022	\$ 416,639.02	\$ -	\$ 108,981.52	\$ 7,645.32	\$ 101,336.20	\$ 315,302.82
11/1/2023	\$ 315,302.82	\$ -	\$ 108,981.52	\$ 5,785.80	\$ 103,195.72	\$ 212,107.10
11/1/2024	\$ 212,107.10	\$ -	\$ 108,981.52	\$ 3,892.16	\$ 105,089.36	\$ 107,017.75
11/1/2025	\$ 107,017.75	\$ -	\$ 108,981.52	\$ 1,963.77	\$ 107,017.75	\$ 0.00
total	\$ 5,584,341.63	\$ 992,808.00	\$ 1,089,815.20	\$ 97,007.20	\$ 992,808.00	\$ 5,584,341.63

*Lease may be prepaid without penalty on any Rental Payment Date, commencing November 1, 2016.

**STATE OF GEORGIA LEASE RIDER
To**

SCHEDULE OF PROPERTY NO. 1 DATED FEBRUARY 18, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY 18, 2016

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
City of Alpharetta, Georgia 30009

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, "*Lease*" shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the "*Master Lease*").

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however*, that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however*, that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title and Lessee's beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor's or Lessee's creditors and other persons, and keep all Equipment under each Lease free and clear of all

such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. *Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions.* (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. *Certificate of Compliance with Georgia Law.* Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this 18th day of February, 2016.

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: 
Name: Terri Preston
Title: Authorized Agent

LESSEE:
CITY OF ALPHARETTA, GEORGIA

By: 
Name: David Belle Isle
Title: Mayor

*Approved AS to Form;
C. Sam Thomas
City Attorney*

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

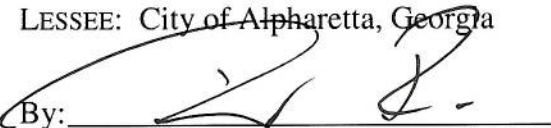
CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO

THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this 18th day of February, 2016.

LESSEE: City of Alpharetta, Georgia

By: 
Name: David Belle Isle
Title: Mayor

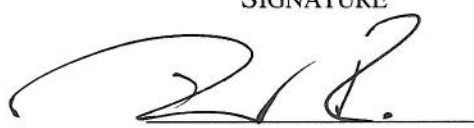
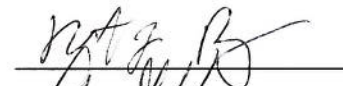
Approved AS TO FORM:


INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia ("*Lessee*") certifies as follows:

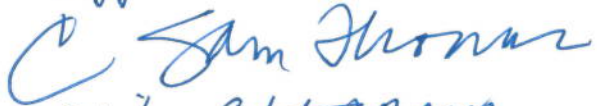
A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
DAVID BELLE ISLE	MAYOR	
BOB REGUS	CITY ADMINISTRATOR	
THOMAS HARRIS	FINANCE DIRECTOR	
SHAWN MITCHELL	BUDGET AND PROCUREMENT MANAGER	

Dated: February 18, 2016

By: 
Name: Coty Thigpen
Title: Clerk, City of Alpharetta, Georgia

Approved AS TO FORM:

City Attorney

BOVIS **KYLE**
BOVIS, KYLE, BURCH & MEDLIN

ATTORNEYS AT LAW

C. SAM THOMAS, P.C.
ALPHARETTA CITY ATTORNEY
cst@boviskyle.com

200 ASHFORD CENTER NORTH
SUITE 500
ATLANTA, GEORGIA 30338-2668

DIR LINE (678)338-3904
TEL 770.391.9100
FAX 770.668.0878

February 18, 2016

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated February 18, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee; (b) an executed counterpart of Schedule of Property No. 1, dated February 18, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "Original Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Original Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "Equipment"); (c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "Additional Schedule") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The

Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "Lease." Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "Additional Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and each Additional Lease and to perform its obligations under the Lease and each Additional Lease.

3. The Lease and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have

been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Dated: February 18, 2016 By:


C. Sam Thomas, P.C.
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770)391-9100

cc: David Belle Isle, Mayor
Thomas Harris, Dir. of Fin.
Shawn Mitchell

2008653

1824

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Board") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety vehicles (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the

Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$992,808.00; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten (10) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 1.835% per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing

and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

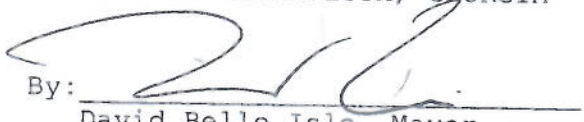
Section 5. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

SO RESOLVED, this 1st day of February, 2016.

CITY OF ALPHARETTA, GEORGIA

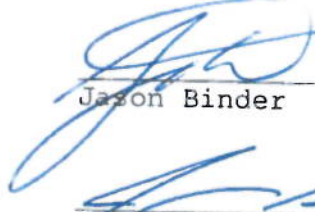
By: 

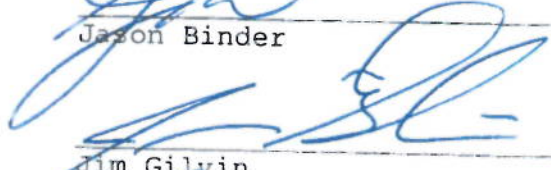
David Belle Isle, Mayor

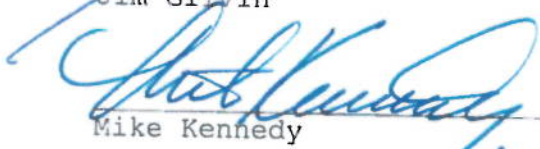
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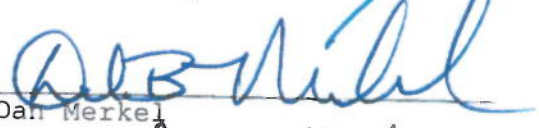
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COUNCIL MEMBERS

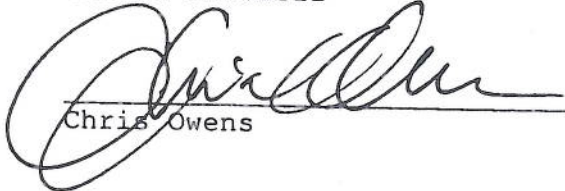

Jason Binder


Jim Gilvin


Mike Kennedy


Dan Merkel


Donald Mitchell


Chris Owens



Attest:


Coty Thigpen, City Clerk

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. 1824 the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on Feb 1st, 2016. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Coty Thigpen
Coty Thigpen, City Clerk



Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Alpharetta		2 Issuer's employer identification number (EIN) 58-6011454
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Thomas G. Harris, Finance Director		3b Telephone number of other person shown on 3a 678-297-6096
4 Number and street (or P.O. box if mail is not delivered to street address) 2 Park Plaza	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Alpharetta, GA 30009		7 Date of issue February 19, 2016
8 Name of issue Master Equipment/Lease Purchase Agreement, Schedule of Property No. 1		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) David Belle Isle, Mayor		10b Telephone number of officer or other employee shown on 10a 678-297-6000

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Purchase of 2 Pierce Enforcer Pumps (Fire Engines)	18	992,808	00
19 If obligations are TANs or RANs, check only box 19a	►	☐	
If obligations are BANs, check only box 19b	►	☐	
20 If obligations are in the form of a lease or installment sale, check box	►	☐	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/1/2025	\$ 992,808.00	\$	5.325 years	1.835 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	992,808	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	992,808	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Thomas G. Harris
Signature of issuer's authorized representative

Date

Thomas G. Harris, Finance Director

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

Form **8038-G** (Rev. 9-2011)

Approved As To Form:

C. Santhomas
City Attorney

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each between Lessee and Banc of America Public Capital Corp) ("*Lessor*"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
JIM GILVIN	MAYOR	_____
BOB REGUS	CITY ADMINISTRATOR	_____
THOMAS HARRIS	FINANCE DIRECTOR	_____
SHAWN MITCHELL	BUDGET AND PROCUREMENT MANAGER	_____

Dated: September 27, 2021

By: _____

Name: Erin Cobb

Title: Clerk, City of Alpharetta, Georgia

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____

Michael D. Stacy, City Attorney

Michael D. Stacy
ALPHARETTA CITY ATTORNEY
mstacy@boviskyle.com

DIR LINE (678) 338-3983

October 15, 2021

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 5, dated October 15, 2021
to Master Equipment Lease/Purchase Agreement, dated
as of February 18, 2016, between Banc of America
Public Capital Corp, as Lessor, and the City of
Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee; (b) an executed counterpart of Schedule of Property No. 5, dated October 15, 2021, between Bank of America, National Association, an affiliate of Lessor, and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Schedule (the "Equipment"); (c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Schedule, the Rental Payment Schedule and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "Additional Schedule") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Schedule; and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Rental Payment Schedule are herein

collectively referred to as the "Lease." Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "Additional Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State of Georgia, has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power, is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and each Additional Lease and to perform its obligations under the Lease and each Additional Lease.

3. The Lease and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by state and federal law affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or

Banc of America Public Capital Corp
October 15, 2021
Page 3 of 3

tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to the Lease or any Additional Lease are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Dated: October 15, 2021

By: _____
Michael D. Stacy
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770) 391-9100

cc: Jim Gilvin, Mayor
Thomas Harris, Director of Finance
Shawn Mitchell

4371978



City Council Meeting & Public Hearing

STAFF REPORT

Submitting Department: Public Safety

Submitted By: Stephanie Cochran

Sponsored By:

Meeting Date: September 27, 2021

I. AGENDA ITEM TITLE: POLICE TRAINING UPDATE

II. RECOMMENDATION:

This item is being presented as a workshop and will not require a formal vote.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

As discussed at our last Council Retreat, the Police Department has made some major adjustments to our training program, and we have added additional training to ensure that we remain ready to handle any situation that we may encounter. The delivery of training in the areas of Use of Force and De-escalation and Defensive Tactics have become central points of focus in our training approach. These aspects of policing are the most dangerous, contentious, and scrutinized areas of our profession. We have always done a very good job training on these topics, but we want and need to do more. When it comes to De-Escalation and Use of Force Training, the use of realistic scenarios is the best way to reinforce classroom and online training. It is widely accepted that real world scenarios are the best way to train our officers. Though we currently use real world scenarios as much as possible, we have always been limited by a lack of having a dedicated facility.

Enhancing the frequency and quality of training requires that the Police Department has a dedicated facility that we can use to set up real world scenarios and various other types of training. This dedicated facility must be one where we can simulate houses, businesses, schools and other areas where officers would be called on to handle incidents. The common term for this is a "Shoot House", and there are various ways to make a "Shoot House" work. Physically building walls, walls on wheels and various other temporary structures create a great deal of flexibility for utilizing numerous, effective training scenarios. Therefore, we are in need of a permanent, dedicated space to create. Currently, we do not have enough space to utilize any form of "Shoot House."

In order to train Defensive/Control tactics as a part of de-escalation training, we also need a permanent dedicated space for this type of training. We need to have the ability to have mats and other equipment set up at all times for 24 hour access. Part of our new training program is offering ongoing training for officers while on duty, which requires 24 hours access to a dedicated facility. This approach will also be much more cost effective to train officers during their normal work hours when possible, which will greatly reduce overtime. We have certified instructors on every shift and division of the agency, so we are prepared to do training 24/7 if we can find the necessary space to do so.

V. ALTERNATIVES:

VI. ATTACHMENTS: