CITY COUNCIL MEETING & PUBLIC HEARING
NOVEMBER 7, 2022

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. APPOINTMENT OF MUNICIPAL COURT JUDGES

A. David C. Will Municipal Court Judge Employment Agreement
Approval of an Employment Agreement by and between the City of Alpharetta, Georgia and David C. Will, as Municipal Court Judge.

B. Jamie Bendall Substitute Municipal Court Judge Employment Agreement
Approval of an Employment Agreement by and between the City of Alpharetta, Georgia and Jamie Bendall, as Substitute Municipal Court Judge.

C. Swearing in of David C. Will as Chief Judge of the Alpharetta Municipal Court

D. Swearing in of Jamie Bendall as Substitute Judge of the Alpharetta Municipal Court

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 10/24/2022)
Approval of the City Council Meeting minutes from October 24, 2022.

B. Alcoholic Beverage License Applications
Approval of the following Alcoholic Beverage License Applications:

1. PH-22-AB-31 Ikigai Nikkei, LLC
d/b/a Little Tokyo Sushi & Grill
5815 Windward Parkway #209, Alpharetta, GA 30005

Restaurant
Consumption on Premises
Beer and Wine
Owner: Ikigai Nikkei, LLC
Registered Agent: Jesus Davila Martinez

2. PH-22-AB-32 Mr. Taco 2, Inc.
d/b/a Mr. Taco
4000 North Point Parkway, Alpharetta, GA 30022

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: Mr. Taco 2, Inc.
Registered Agent: Diana Guevara

C. Memorandum of Understanding: Lionheart WORKS
Approval of a Memorandum of Understanding between The Lionhart LifeCenter, Inc., d/b/a Lionheart WORKS and the City of Alpharetta for the purposes of utilizing the Crabapple Government Center.

D. Recreation, Parks, and Cultural Services Instructor Agreements

1. **Mary Beth Lemoine: Recreational Exercise Class: Yoga for Active Adults**
   Approval of an Instructor Contract for recreational programs between Mary Beth Lemoine and the City of Alpharetta, Georgia.

2. **Halftime Sports: Recreational Sports Class: Youth Basketball Training Camps**
   Approval of an Instructor Contract for recreational programs between Halftime Sports and the City of Alpharetta, Georgia.

3. **Diana Moll (d/b/a Alpharetta Barre Club, LLC): Recreational Exercise Classes: Barre**
   Approval of an Instructor Contract for recreational programs between Diana Moll (d/b/a Alpharetta Barre Club, LLC) and the City of Alpharetta, Georgia.

4. **Deborah Snow: Recreational Art Classes: Watercolor Painting**
   Approval of an Instructor Contract for recreational programs between Deborah Snow and the City of Alpharetta, Georgia.

5. **"Aussie Kids" of Atlanta Golf Training: Recreational Sports Classes: Youth Golf Academy**
   Approval of an Instructor Contract for recreational programs between Aussie Kids of Atlanta Golf Training and the City of Alpharetta, Georgia.

E. Quitclaim Deed: Haynes Bridge Slope and Drainage Easement Release at Lakeview Park
Approval of a Quitclaim Deed of Release between the City of Alpharetta, Georgia, and LWV TPA GA 400, LLC

F. Quitclaim Deed: Slope and Drainage Easement Release at The Gathering
Approval of a Quitclaim Deed of Release between the City of Alpharetta, Georgia and BB Morrison Park, LLC.

G. Intergovernmental Agreement: The Gathering Coordinated Water Utility Operation and Public Street Maintenance
Approval of an Intergovernmental Agreement between Fulton County, Georgia and the City of Alpharetta, Georgia for coordinated water utility operation and maintenance within public roadways and environs at The Gathering Alpharetta development.

H. Private Development Agreement: The Gathering
Approval of a Private Development Agreement between the City of Alpharetta, Georgia and BB Morrison Park LLC.

I. Freeman Mathis & Gary Engagement Letter and Retention Agreement: Thaxton v. City of Alpharetta
Approval of the Engagement Letter and Retention Agreement for Freeman Mathis & Gary, LLP to represent the City of Alpharetta in the matter of Anthony T. Thaxton v. City of Alpharetta (EEOC Charge No. 410-2022-08253) and authorize the Mayor to execute all necessary documents.

VI. PUBLIC HEARING

A. V-22-16 / 133 Cumming Street
DEFERRED: *This item has been deferred at the request of the applicant and will not be presented, heard, or discussed during this City Council meeting. This item will be placed on a future City Council agenda, and that meeting date has not yet been determined.*
Consideration of variances to allow for the subdivision of a 1.76-acre residential property into 3 'For-Sale' single-family detached lots. Variances are requested to eliminate stream buffers in order to pipe a perennial stream, reduce front and rear building setbacks, reduce minimum separation between a driveway and an intersection, and increase maximum impervious area. The property is located at 133 Cumming Street and is legally described as being located in Land Lots 1253 & 1254, 2nd District, 2nd Section, Fulton County, Georgia.

B. Ordinance to Amend the Charter of the City of Alpharetta, Georgia

First Reading

Approval of an Ordinance to amend the Alpharetta City Charter; to clarify and amend provisions regarding the acquisition, disposal, and leasing of municipal property; to revise provisions pertaining to contracting; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.

C. MP-22-03 / Z-22-05 / CU-22-02 / V-22-07 / North Point Mall Redevelopment

Consideration of a master plan amendment, rezoning, conditional use and variances to allow for the demolition of approximately 470,000 square feet of the existing mall including 2 anchor boxes and redevelopment with approximately 154,200 square feet of new retail and restaurants, 427,000 square feet of office including coworking, 150-room hotel, 875 'For-Rent' units, 103 'For-Sale' townhomes, and 19 acres of open space on 83.67 acres. A master plan amendment is requested to the North Point Mall Master Plan to modify development regulations. A rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use) and a conditional use is requested to allow Dwelling, 'For-Rent', Dwelling, 'For-Sale' Attached, and to increase allowable density. Variances are requested to increase building height and to allow encroachments into the Georgia 400 buffer for the MARTA BRT and multi-use trail. The property is located at 1000 North Point Parkway, 4500 North Point Place, 0 & 5000 North Point Drive, 2000 & 6000 North Point Circle, and 0 Rock Mill Road and is legally described as being located in Land Lots 688, 689, 700, 701, 702, 742 & 743, 1st District, 2nd Section, Fulton County, Georgia.

VII. PUBLIC COMMENT

VIII. REPORTS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: DAVID C. WILL MUNICIPAL COURT JUDGE EMPLOYMENT AGREEMENT APPROVAL OF AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND DAVID C. WILL, AS MUNICIPAL COURT JUDGE.

II. RECOMMENDATION:

Approve the Employment Agreement by and between the City of Alpharetta, Georgia and David C. Will, as Municipal Court Judge.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $91,200 AND REPRESENTS 16 MONTHLY SESSIONS * 12 MONTHS * $475 PER SESSION. FEES ARE PAID ON A PER-SESSION BASIS. THE COSTS SET FORTH HEREIN REPRESENT THE TOTAL COSTS FOR THE 192 ANNUAL PLANNED COURT SESSIONS (WHETHER THE JUDGE OR SUBSTITUTE JUDGE PRESIDES DOES NOT CHANGE THIS COST). COSTS RELATED TO MUNICIPAL COURT JUDGE TRAINING AND ASSOCIATED TRAVEL (IF ANY) WILL BE IN ADDITION TO THESE COSTS AND COVERED WITHIN THE MUNICIPAL COURT OPERATING BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Municipal Court (Employment Agreement; 10026500-511100)	$91,200

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

The City of Alpharetta desires to enter into an employment agreement with David C. Will, as Municipal Court Judge. The attached employment agreement describes the term of appointment, scope of services, judicial independence and administration, compensation and lack of benefits, method of payment, term of agreement, and other terms and effects.

If approved, David C. Will will serve as Judge of the City's Municipal Court for the unexpired term of the predecessor Municipal Court Judge, which terminates on December 31, 2025.

V. ALTERNATIVES:

Do not approve the Employment Agreement between the City of Alpharetta and David C. Will and recruit for an alternative Municipal Court Judge.

VI. ATTACHMENTS:

David C. Will Municipal Judge Agreement

EMPLOYMENT AGREEMENT WITH MUNICIPAL COURT JUDGE

This Agreement, (the "Agreement") by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Municipal Court Judge" or "Judge," and together and collectively as "Parties" or individually as "Party" is as follows:

WHEREAS, the operation of the City requires a Municipal Court Judge; and

WHEREAS, in accordance with the City's Charter, the City's Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Judge; and

WHEREAS, the City recognizes that a Judge has a unique skill, education, training, and experience; and

WHEREAS, the Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed _____ to serve as Judge of the City's Municipal Court for the unexpired term of the predecessor Municipal Court Judge in accordance with the City's Charter and the City's Code of Ordinances, and hereby memorializes the Judge's appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the _____ day of _____, 2022; and

WHEREAS, _____ has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as Judge (with the "Services" further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, _____ understands this is a part-time position; and

WHEREAS, _____ understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Municipal Court Judge for such Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the Parties agree as follows:

Judge's Initials _____

SECTION 1: TERM OF APPOINTMENT

1. _____ accepts the appointment of Judge of the Municipal Court of the City, as memorialized by this Agreement and in accordance with Section 4.17(b) of the City's Charter and Section 2-58 of the City's Code of Ordinances for the remainder of the unexpired four-year term of the predecessor Municipal Court Judge that terminates on December 31, 2025, unless earlier terminated, as described below.

2. The Judge shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.

2. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City's Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Judge shall perform shall also include the duties and responsibilities described in Section 3.

3. The Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

Judge's Initials _____

4. Any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge required to be appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter shall be provided with a copy of this Agreement, shall be subject to all terms and conditions of this Agreement and confirm in writing their agreement to comply with this Agreement, or shall otherwise be required to enter into a separate agreement with the City confirming all terms and conditions in performing Services in the Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the Services under this Agreement in accordance with judicial standards.

2. Accordingly, the Judge, and any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties.

3. The Judge, or any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.

4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.

Judge's Initials _____

5. Furthermore, the Judge is responsible for doing the following:

    a. Directs and controls the proceedings and personnel involved in court hearings and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.

    b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.

    c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.

    d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.

    e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.

    f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.

    g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.

    h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.

    i. The Municipal Court Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions, and in the event the Municipal Court Judge is unavailable or will be absent during any period of time during which he shall be on call, any Judge Pro Tempore, substitute judge, part-time judge, or

Judge's Initials _____

stand-by judge appointed in the Judge's absence shall be called to perform Services in the Municipal Court Judge's place.

i. The Judge is responsible for conducting bond hearings at the jail as needed when court is not in session.

ii. The Judge is required to attend the City's scheduled court sessions each calendar year. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.

j. Communicates with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.

k. Notifying the City of any Judicial Emergency Orders and any actions required to comply with such Orders.

l. Communicates with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.

m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.

6. The Court Clerk shall be appointed by the City Council and shall serve as an at-will employee of the City. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Judge's direction and control when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Municipal Court Judge.

7. The Parties agree that the Judge will participate in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge

Judge's Initials _____

acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. The Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Municipal Court Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Municipal Court Judge approved by the Mayor and City Council in consideration of the Municipal Court Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars ($475.00) per court session. In the event a Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter is required to serve, they shall be paid at the same per court session rate as the Judge.

2. All of the Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Judge acknowledge and agree that the Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.

3. The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

4. The Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.

SECTION 5: METHOD OF PAYMENT

Judge's Initials _____

1. The Judge, or any Judge Pro Tempore, substitute judge, part-time judge, full-time judge, or stand-by judge appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Municipal Court Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee. at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGMENT OF LACK OF BENEFITS

1. The Judge agrees and acknowledges that the Municipal Court Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.

2. The Judge further agrees and acknowledges that the Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for the remainder of the unexpired four-year term of the predecessor Municipal Court Judge that terminates on December 31, 2025.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by _____ on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

   a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us

   b. IF TO THE JUDGE: NAME OF JUDGE, ADDRESS; EMAIL

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Judge's term of office as follows:

Judge's Initials _____

1. By the Judge, The Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.

2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.

3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Judge and the City.

2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.

2. The Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Judges' law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.

3. The Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never

Judge's Initials _____

been entered against the Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Judge has not been the subject of any report or disclosure submitted to any State Bar authority.

4. The Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.

2. I, the Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.

3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.

4. I, the Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.

5. I, the Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Judge with a former employer or with any other third party.

6. I, the Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

Judge's Initials _____

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.

2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

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

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:

Judge's Initials _____

JARRARD & DAVIS, LLP

_____
Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: _____
(Printed Name_____), Municipal Court Judge

Date: _____

Judge's Initials _____

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: JAMIE BENDALL SUBSTITUTE MUNICIPAL COURT JUDGE EMPLOYMENT AGREEMENT
APPROVAL OF AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND JAMIE BENDALL, AS SUBSTITUTE MUNICIPAL COURT JUDGE.

II. RECOMMENDATION:

Approve the Employment Agreement by and between the City of Alpharetta, Georgia and Jamie Bendall, as Substitute Municipal Court Judge.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: FEES ARE PAID ON A PER-SESSION BASIS ($475). COSTS INCURRED BY THE SUBSTITUTE JUDGE WILL REPRESENT SAVINGS UNDER THE JUDGE'S COSTS AS THERE WILL ONLY BE ONE JUDGE PRESIDING OVER A GIVEN SESSION. AS SUCH, THE NET COSTS TO THE CITY ARE THE SAME. COSTS RELATED TO MUNICIPAL COURT JUDGE TRAINING AND ASSOCIATED TRAVEL (IF ANY) WILL BE IN ADDITION TO THESE COSTS AND COVERED WITHIN THE MUNICIPAL COURT OPERATING BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta desires to enter into an employment agreement with Jamie Bendall, as Substitute Municipal Court Judge. The attached employment agreement describes the term of appointment, scope of services, judicial independence and administration, compensation and lack of benefits, method of payment, term of agreement, and other terms and effects.

If approved, Jamie Bendall will serve as Substitute Judge of the City's Municipal Court for a term to coincide with the unexpired term of the predecessor Municipal Court Judge, which expires on December 31, 2025.

V. ALTERNATIVES:

Do not approve the Employment Agreement between the City of Alpharetta and Jamie Bendall and recruit for an alternative substitute Municipal Court Judge.

VI. ATTACHMENTS:

Jamie Bendall Substitute Judge Agreement

EMPLOYMENT AGREEMENT WITH
SUBSTITUTE MUNICIPAL COURT JUDGE

This Agreement, (the "Agreement") by and between the City of Alpharetta Georgia, a municipal corporation, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Substitute Municipal Court Judge" or "Substitute Judge," and together and collectively as "Parties" or individually as "Party" is as follows:

WHEREAS, the operation of the City requires a Substitute Municipal Court Judge; and

WHEREAS, in accordance with the City's Charter, the City's Code of Ordinances, and provisions of O.C.G.A. § 36-32-2, the City enters into this contract with said Substitute Judge; and

WHEREAS, the City recognizes that a Substitute Judge has a unique skill, education, training, and experience; and

WHEREAS, the Substitute Judge possesses the legal ability to practice law in the State of Georgia, and requisite legal knowledge, skill, and experience which are of particular value to the City; and

WHEREAS, the City Council has appointed _____ to serve as Substitute Judge of the City's Municipal Court in accordance with the City's Charter and the City's Code of Ordinances, and hereby memorializes the Substitute Judge's appointment as a City employee through entry into this Employment Agreement; and

WHEREAS, the City Council has confirmed that appointment on the _____ day of _____, 2022; and

WHEREAS, _____ has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide Services to the City as a Substitute Judge (with the "Services" further defined in Sections 2 and 3 of this Agreement); and

WHEREAS, _____ understands this is a part-time as-needed position; and

WHEREAS, _____ understands this Agreement involves overseeing court staff, who are employees of the City; and,

WHEREAS, in order to provide for the Services of the Substitute Judge of the Municipal Court of Alpharetta and to establish compensation for such Services, it is appropriate for the City to enter into this Agreement with the Substitute Municipal Court Judge for such Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the Parties agree as follows:

Substitute Judge's Initials _____

SECTION 1: TERM OF APPOINTMENT

1. _____ accepts the appointment of Substitute Judge of the Municipal Court of the City, for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025, unless earlier terminated, as described below.

2. The Substitute Judge shall be subject to the eligibility requirements set forth in the City's Charter, as may be modified currently or in the future by qualifications enumerated in the City's Code of Ordinances, and remain, an attorney admitted to practice law in the State of Georgia. The Substitute Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements under state law. The Substitute Judge shall immediately report to the City Council any change affecting their membership in good standing in the State Bar of Georgia and any training deficiencies.

SECTION 2: SCOPE OF SERVICES

1. The Substitute Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court, including but not limited to the duties set forth in Section 4.13 of the City's Charter and subject to all requirements of the Georgia Constitution, the Official Code of Georgia, the Georgia Code of Judicial Conduct, the Uniform Municipal Court Rules, and such other rules as may be prescribed by the Supreme Court of the State of Georgia.

2. In addition, the Substitute Judge shall act in accordance with any published opinions of the Judicial Qualifications Commission of Georgia and the terms of any applicable Judicial Emergency Order. The Substitute Judge shall preside over all pre-trial conferences, cases, trials, and hearings, subject to the provisions set forth in Section 4.16 of the City's Charter pertaining to the appointment of any substitute judge, part-time judge, full-time judge, or stand-by judge as may be required. The Services that the Substitute Judge shall perform shall also include the duties and responsibilities described in Section 3.

3. The Substitute Judge shall, at all times, faithfully, and to the best of their ability, administer activities of the court, assign, and hear all cases and fulfill obligations of the Court as established by the City's Charter and subject to all State or local laws, rules, statutes, regulations, and City ordinances.

Substitute Judge's Initials _____

4. The Substitute Judge hereby acknowledges receipt of a copy of the Municipal Court Judge's Employment Agreement (the "Municipal Court Judge's Employment Agreement"), which is incorporated herein by reference, agrees to be subject to all terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence, and by virtue of the Substitute Judge's execution of this Agreement, agrees to comply with the terms and conditions of the Municipal Court Judge's Employment Agreement in performing Services in the Municipal Court Judge's absence.

SECTION 3: JUDICIAL INDEPENDENCE AND ADMINISTRATION

1. The City recognizes that the Substitute Judge has obtained a high level of skill and shall use their independent judgment, education, training, and experience to perform the services under this Agreement in accordance with judicial standards.

2. Accordingly, the Substitute Judge, appointed in the Judge's absence pursuant to Section 4.16 of the City's Charter, is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a Substitute Judge when performing judicial duties.

3. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, is solely responsible for judicial decisions in the performance of the powers and authority vested in the jurisdiction of the Municipal Court, including all powers set forth in Section 4.13 of the City's Charter.

4. Judicial decisions include, but are not limited to, the decisions and authority set forth in Section 4.13 of the City's Charter, including but not limited to the authority related to trial and punishment for violations of City ordinances and such other offenses as allowed and provided by state law, punishment of individuals by contempt, determinations as to types of punishment in individual cases (whether by fine or imprisonment, or both, or alternative sentencing as now or hereafter provided by law), establishment of bail and recognizances (including discretionary authority on acceptance of cash or personal property or real property as surety for the appearance of persons charged with violations), authority to bind prisoners over to the appropriate court upon probable cause determinations regarding a violation of state law or to bind over defendants requesting a jury trial to state court, authority to compel the production of evidence, authority to enforce obedience to the Substitute Judge's orders, judgments, and sentences, authority to compel the presence of parties necessary to proper disposal of each case, determination of financial ability, determination of conditions of probation, determination of liability, determination of eligibility for indigent defense, and determination of alternatives to monetary penalties, including community service and penalty or fine reductions.

Substitute Judge's Initials _____

5. Furthermore, the Substitute Judge is responsible for doing the following:

   a. In accordance with standards established by the Municipal Court Judge, the Substitute Judge directs and controls the proceedings and personnel involved in court hearings and trials including prosecuting and defense attorneys, defendants, witnesses, court clerks and others and presides over a variety of Municipal Court hearings and trials within the jurisdiction of the Municipal Court in accordance with Georgia State law.

   b. Presides over and adjudicates court and bench trials, pretrials, motions, plea hearings, arraignments, post-conviction reviews and other hearings.

   c. Responds to requests for search and arrest warrants by City law enforcement officers. Reviews affidavits for sufficiency of facts and determination of the existence of probable cause to issue search and arrest warrants. Determines if the objects of search warrants are appropriate, if the warrants are being requested in a timely manner, and if the scope of each warrant is appropriate.

   d. Research legal issues and maintains current knowledge of legislative changes impacting Municipal Court procedures.

   e. Hears, tries, and adjudicates a variety of misdemeanor cases related to criminal, traffic, school zone speed cameras and parking and other violations including mitigation and contested hearings.

   f. Hears and weighs testimony and evidence presented to determine appropriate verdict of guilty or not guilty; imposes just sentences and penalties as prescribed by law; utilizes remedial and community service programs as appropriate.

   g. Conducts first appearance hearings/arraignments and bond hearings at the jail as needed.

   h. Conducts court sessions during the calendar year in accordance with the Municipal Court's schedule for the convening of court sessions.

   i. In the absence of the Municipal Court Judge, the Substitute Judge shall be on call to perform Services as required, which may at times fall on weekends, holidays or other periods of time during the week outside of the ordinary times the Municipal Court convenes its court sessions.

      i. On the occasions that the Substitute Judge is required to stand in for the Municipal

Substitute Judge's Initials _____

Court Judge, he/she is required to be responsible for conducting bond hearings at the jail as needed when court is not in session.

ii. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required to attend the City's scheduled court sessions. The frequency and schedule of the court sessions may be subject to change based on the operational needs of the City's Municipal Court, but currently, the Municipal Court convenes approximately two court sessions on Tuesdays, two court sessions on Wednesdays, and two court sessions on Thursdays.

j. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with a variety of City departments including legal, police, fire, public works, and others regarding court cases, complaints, and other issues.

k. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she is required, as needed, to notify the City of any Judicial Emergency Orders and any actions required to comply with such Orders.

l. On the occasions that the Substitute Judge is required to stand in for the Municipal Court Judge, he/she may be required to communicate with various community agencies and County offices regarding probation, specific referrals, driving records, domestic violence cases, common defendants, and treatment programs available for mental health and alcohol problems.

m. Speaks to community groups and presides at ceremonial functions as requested; administers oaths of office and other duties prescribed by law.

6. The Court Clerk and all represented court staff are City employees subject to the City's rules and regulations, including the City's personnel rules and regulations. However, the Court Clerk and all court staff are subject to the Substitute Judge's direction and control in the absence of the Municipal Court Judge when performing duties for the City's Municipal Court. The salaries or compensation, benefits, hours of work and working conditions of the Court Clerk and all court staff shall be established by the City. The Substitute Judge understands that the Court Clerk and all court staff adhere to the same applicable personnel policies as other City employees. The Substitute Judge further understands and agrees that the terms and conditions of this Agreement control over any City personnel policies, rules and regulations with respect to the existence or lack thereof of any employment benefits applicable to the Substitute Municipal Court Judge

Substitute Judge's Initials _____

7. The Parties agree that the Substitute Judge will participate, as needed, in the review and amendment of any personnel rules and regulations to ensure that they recognize the unique nature of court employment and the Substitute Judge's responsibilities with respect to court employees. The Substitute Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers. In the absence of the Municipal Court Judge, the Substitute Judge will confer with the City Administrator to coordinate administrative activities concerning City procedures, policies, and the budget, in an effort to retain and insure consistency and common practices throughout the City.

SECTION 4: COMPENSATION

The Substitute Judge's compensation for Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be established from time to time by the Mayor and City Council as part of the annual budget process, with the current compensation for the Substitute Judge's Services being in the amount further set forth below:

1. The agreed upon compensation to the Substitute Judge approved by the Mayor and City Council in consideration of the Substitute Judge's performance of Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances shall be in the amount of four hundred and seventy-five dollars ($475.00) per court session.

2. All of the Substitute Judge's required training and costs for associated travel specifically related to state law training requirements to perform as a municipal court judge shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable state law. Notwithstanding the foregoing, the City and Substitute Judge acknowledge and agree that the Substitute Judge shall be solely responsible for payment of any annual membership dues required to be an active member of the State Bar of Georgia and shall also be solely responsible for any additional continuing legal education training costs and expenses incurred by the Judge in attending any further training above and beyond the state law training requirements to perform as a municipal court judge.

3. The Substitute Judge's compensation may be increased, but not decreased, during the Judge's term of office.

4. The Substitute Judge's compensation shall be determined annually on January 1. This payment shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court, including compensation for the performance of all Services as set forth in this Agreement and as otherwise provided for under the City's Charter and Code of Ordinances.

SECTION 5: METHOD OF PAYMENT

Substitute Judge's Initials _____

1. The Substitute Judge appointed in the Municipal Court Judge's absence pursuant to Section 4.16 of the City's Charter, shall submit a worksheet/timesheet confirming the dates and times of the court sessions for which the Substitute Judge performed Services to allow for the processing of compensation and payment to be made on a bi-weekly basis in accordance with payroll procedures and timelines established by the City. Such worksheets/timesheets shall be submitted to the City Administrator or the City Administrator's designee at Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

SECTION 6: ACKNOWLEDGEMENT OF LACK OF BENEFITS

1. The Substitute Judge agrees and acknowledges that the Substitute Judge is not entitled to and will not be offered benefits of employment, including but not limited to a health care plan, a dental plan, a vision plan, paid leave time, and/or a retirement plan, including but not limited to the City's 401(a) plan and 457(b) plan.

2. The Substitute Judge further agrees and acknowledges that the Substitute Municipal Court Judge position is an exempt position as defined by the Fair Labor Standards Act, and the Substitute Judge is expected to perform the Services without regard for the number of hours worked.

SECTION 7: TERM OF AGREEMENT

1. The Substitute Judge's term of office and the term of this Agreement, unless otherwise terminated, shall be for a term to coincide with the term of the Municipal Court Judge, expiring on December 31, 2025.

SECTION 8: CONTRACT ADMINISTRATION AND NOTICES

1. This Agreement shall be administered by the City Administrator and/or designee on behalf of the City and by _____ on behalf of the Substitute Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

   a. IF TO THE CITY: Chris Lagerbloom, City Administrator, 2 Park Plaza, Alpharetta, GA 30009; EMAIL: clagerbloom@alpharetta.ga.us

   b. IF TO THE JUDGE: NAME OF Substitute JUDGE, ADDRESS; EMAIL

SECTION 9: TERMINATION OF AGREEMENT

This Agreement may be terminated during the Substitute Judge's term of office as follows:

Substitute Judge's Initials _____

1. By the Substitute Judge, The Substitute Judge retains the right to terminate this agreement, at any time, by providing written notice a minimum of 60 days prior to effective date of termination, unless otherwise mutually agreed by the parties.

2. By the City, The City may only terminate this agreement in accordance with O.C.G.A. § 36-32-2.1 and/or the provisions of Sections 5.17 and 5.18 of the City's Charter.

3. Nothing in this Agreement shall affect the power and authority of the Judicial Qualifications Commission of Georgia to discipline, remove, or cause the involuntary retirement of the Substitute Municipal Court Judge in accordance with its rules and procedures.

SECTION 10: SEVERABILITY

1. Each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed in full force and effect, as if both Parties have executed them after the expungement of the invalid provision.

SECTION 11: MODIFICATIONS AND SURVIVABILITY

1. No modification of the terms and conditions herein shall be binding unless evidenced in a subsequent writing which is signed by both the Substitute Judge and the City.

2. To the extent consistent with this Agreement, all representations, warranties, and post-termination obligations contained in this Agreement shall survive the expiration of the Term, or the termination, of this Agreement.

SECTION 12: REPRESENTATIONS AND WARRANTIES

1. The Substitute Judge hereby represents and warrants that, as of the date hereof, and continuing throughout the term of this Agreement, s/he are not and will not be in any way restricted or prohibited, contractually or otherwise, from entering into this Agreement or performing the services contemplated hereunder.

2. The Substitute Judge represents and warrants that, except as previously disclosed in writing to the City, the following are true: The Substitute Judges' law license, in any state or jurisdiction, has never been suspended, revoked, restricted, or deemed to be probationary.

Substitute Judge's Initials _____

3. The Substitute Judge warrants they have never been reprimanded, sanctioned, or disciplined by any licensing or accrediting bar, board, or discipline committee. A final judgement has never been entered against the Substitute Judge in a professional liability action, and no action, based on an allegation of professional liability or malpractice by the Substitute Judge, has ever been settled by payment to a Plaintiff, and, as of the date hereof, the Substitute Judge has not been the subject of any report or disclosure submitted to any State Bar authority.

4. The Substitute Judge warrants, agrees, and understands that they will comply with all requirements to maintain their law license in good standing, in all jurisdictions where they are admitted to the practice of law, including but not limited to, all state bar continuing legal education requirements and trainings, and those which are specific to and required for the performance of the duties of a Municipal Judge.

SECTION 13: ACKNOWLEDGEMENT OF JUDGE

1. I, the Substitute Judge, acknowledge, admit, and agree that the pay for my services is valuable, that the amount is reasonable, and is both bona fide and is designed to and does provide me with full compensation for all services under this Agreement.

2. I, the Substitute Judge, understand and further agree that, to the extent permitted by law, that I may use, operate, or possess City property, including but not limited to computers, computer systems and files, computer and computer system passwords and login information, and other electronic devices, under this Agreement, and I shall take reasonable actions and exercise due care to safeguard and protect all such City property in my use or possession, from damage or theft.

3. Upon termination of this Agreement, for any reason, I shall promptly return all City property to the City. If I fail to promptly return all City property to the City, the dollar amount of the City property that I fail to return may be deducted from my last paycheck and/or any other sums due to me by the City.

4. I, the Substitute Judge agree that, in the event such withholding is insufficient to repay the full amount I owe for failing to return City property, I will be responsible for repaying the difference between the amount deducted from my pay, and the amount I owe, in accordance with this Agreement.

5. I, the Substitute Judge, hereby represent and warrant that the performance of the terms of this Agreement will not breach any written or oral agreement entered into by the Substitute Judge with a former employer or with any other third party.

Substitute Judge's Initials _____

6. I, the Substitute Judge, have read this Agreement, understand its terms, freely, knowingly, and voluntarily enter into this Agreement without defect of mind, agree to all terms and conditions of this Agreement.

SECTION 14: HEADING TITLES and SECTION NUMBERS for CONVENIENCE ONLY

1. The descriptive headings, titles, sections, numbers, and paragraph letters in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15: GOVERNING LAW

1. This Agreement is to be governed by the laws of the State of Georgia. Any dispute arising out of or in any way related to this Agreement shall be submitted to the Superior Court of Fulton County.

SECTION 16: EXECUTION IN COUNTERPARTS

1. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 17: ENTIRE AGREEMENT

1. There are no other written or oral understandings directly or indirectly related to this Agreement that are not set forth in the Agreement.

2. This Agreement is the entire Agreement among the Parties on the matters contained herein, and it may be modified only in a writing signed by the Parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked, extinguished, and waived.

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Substitute Judge's Initials _____

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Molly N. Esswein, City Attorney

MUNICIPAL COURT JUDGE

By: _____
(Printed Name_____),
Substitute Municipal Court Judge

Date: _____

Substitute Judge's Initials _____

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: SWEARING IN OF DAVID C. WILL AS CHIEF JUDGE OF THE ALPHARETTA MUNICIPAL COURT

II. RECOMMENDATION:

Mayor Gilvin will swear in David C. Will as Municipal Court Judge.

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Oath of Office - David C. Will

OATH OF OFFICE
CHIEF JUDGE OF THE MUNICIPAL COURT OF THE CITY OF ALPHARETTA, GEORGIA

I, DAVID C. WILL, hereby accept the honor of serving as the Chief Judge of the Municipal Court of the City of Alpharetta, Georgia.

I do solemnly swear or affirm that:

- I am not the holder of any unaccounted for public money due to this state or any political subdivision or authority thereof;
- I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding;
- I am qualified to hold said office according to the Constitution and laws of Georgia; and
- I shall support and defend the Constitution and laws of the State of Georgia and the Constitution and laws of the United States of America.

Further, I do solemnly swear or affirm that I shall:

- Faithfully, ethically, and honestly perform and discharge the duties of the Chief Judge of Municipal Court to the best of my skill, knowledge, and ability without fear, favor or partiality;
- Uphold the ideals of community and service;
- Act and conduct business in accordance with the City's Code of Ethics and Conduct, the State Bar of Georgia, and the Judicial Council of Georgia; and
- Support the Charter and laws of the City of Alpharetta.

So sworn this 7th day of November 2022.

Oath administered by:

_____
DAVID C. WILL

_____
Mayor Jim Gilvin

_____
Lauren Shapiro
City Clerk

_____
Chris Lagerbloom
City Administrator & Witness

STAFF REPORT

Submitting Department: Administration
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: SWEARING IN OF JAMIE BENDALL AS SUBSTITUTE JUDGE OF THE ALPHARETTA MUNICIPAL COURT

II. RECOMMENDATION:

Mayor Gilvin will swear in Jamie Bendall as Substitute Municipal Court Judge.

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Oath of Office - Jamie Bendall

OATH OF OFFICE
SUBSTITUTE JUDGE OF THE MUNICIPAL COURT OF THE CITY OF ALPHARETTA, GEORGIA

I, JAMIE BENDALL, hereby accept the honor of serving as Substitute Judge of the Municipal Court of the City of Alpharetta, Georgia.

I do solemnly swear or affirm that:

- I am not the holder of any unaccounted for public money due to this state or any political subdivision or authority thereof;
- I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding;
- I am qualified to hold said office according to the Constitution and laws of Georgia; and
- I shall support and defend the Constitution and laws of the State of Georgia and the Constitution and laws of the United States of America.

Further, I do solemnly swear or affirm that I shall:

- Faithfully, ethically, and honestly perform and discharge the duties of the Chief Judge of Municipal Court to the best of my skill, knowledge, and ability without fear, favor or partiality;
- Uphold the ideals of community and service;
- Act and conduct business in accordance with the City's Code of Ethics and Conduct, the State Bar of Georgia, and the Judicial Council of Georgia; and
- Support the Charter and laws of the City of Alpharetta.

So sworn this 7th day of November 2022.

Oath administered by:

_____
JAMIE BENDALL

_____
Mayor Jim Gilvin

_____
Lauren Shapiro
City Clerk

_____
Chris Lagerbloom
City Administrator & Witness

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 10/24/2022)
APPROVAL OF THE CITY COUNCIL MEETING MINUTES FROM OCTOBER 24, 2022.

II. RECOMMENDATION:

Approve the City Council meeting minutes from October 24, 2022 at 6:30 p.m. as part of the Consent Agenda.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on October 24, 2022 at 6:30 p.m.

V. ALTERNATIVES:

Do not approve the City Council meeting minutes from October 24, 2022 at 6:30 p.m. as part of the Consent Agenda.

VI. ATTACHMENTS:

CC Meeting Minutes 10.24.2022

City Council Meeting & Public Hearing
OCTOBER 24, 2022
UNOFFICIAL MINUTES
Office of the City Clerk

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

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

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 Dan Merkel
  - Donald F. Mitchell
  - Douglas J. DeRito
  - Brian Will
  - John Hipes
  - Jason Binder
- Staff
  - Chris Lagerbloom, City Administrator
  - Molly Esswein, City Attorney with Jarrard & Davis
  - James Drinkard, Asst. City Administrator
  - Lauren Shapiro, City Clerk
  - John Robison, Director of Public Safety
  - Kathi Cook, Director of Community an Economic Development
  - Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
  - Pete Sewczwicz, Director of Public Works
  - Michael Woodman, Planning & Development Services Manager

- Brian Borden, Zoning Administrator

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Alpharetta Business Association K-9 Donation Presentation

- Tracy Morton and members of the Alpharetta Business Association came forward to present a check in the amount of $17,000 to the Alpharetta Public Safety Foundation to support K-9 operations.

V. BOARD & COMMISSION APPOINTMENTS

- Mayor Gilvin announced that this item would be considered later in the meeting, as Council Member Binder was not yet present.

VI. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 10/17/2022)

Approval of the City Council meeting minutes from the meeting of October 17, 2022.

B. City of Alpharetta – Home by Dark Memorandum of Understanding

Approval to renew a Memorandum of Understanding between the City of Alpharetta and Home by Dark Productions, LLC for talent, production, sound, lighting, public relations, and marketing for the 2023 Brooke Street Park Concert Series and authorization of the Mayor to execute all related documents.

C. Service Contract: Community Agriculture Volunteer & Education Coordinator

Approve a Service Contract between the City of Alpharetta, Georgia and Kristen Thigpen Orr (d/b/a Orr Contracting, LLC) for creation, staffing, instruction, and supervision of the City of Alpharetta's community agriculture classes, workshops, and volunteer events and authorize the Mayor to execute all necessary documents.

- Council Member Will asked that the Council Meeting Minutes (Meeting of 10/17/2022) be removed from the Consent Agenda, as he was not present during that City Council meeting.

❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda.

- Council Member Hipes seconded the motion.
- The motion was approved unanimously (6-0; as Council Member Binder was not yet present).

❖ Mayor Pro Tem Merkel offered a motion to approve the Council Meeting Minutes (Meeting of 10/17/2022).

- Council Member Mitchell seconded the motion.
- The motion was approved (6-0-1; as Council Member Will abstained and Council Member Binder was not yet present).

VII. PUBLIC HEARING

- Council Member Binder joined the meeting during the first public hearing item.

A. CLUP-22-03 / Z-22-11 / V-22-20 / Mid Broadwell Residential

Consideration of a comprehensive land use plan amendment, rezoning and variances to allow for the construction of seventeen (17) 'For-Sale' single-family detached homes and 26 'For-Sale townhomes on 10.77 acres. A comprehensive land use plan amendment is requested from 'Commercial' and 'Medium Density Residential' to 'Medium Density Residential' and a rezoning is requested from C-2 (General Commercial), O-I (Office-Institutional) and R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential) to R-4A/D (Dwelling, 'For-Sale', Attached/Detached, Residential). Variances are requested to reduce the minimum width of townhomes, reduce front and rear setbacks, increase maximum building coverage, and reduce undisturbed buffers. The property is located at 510 Mid Broadwell Road and 0 Broadwell Road Rear and is legally described as being located in Land Lots 1248 & 1249, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- This item was considered at the 10/6/2022 Planning Commission meeting. Staff recommends approval to 22 conditions. There were several public comments in favor and in opposition with concerns over traffic on Wills Rd and Mid Broadwell Rd, doesn't match character of the area, remove lot D1 from buffer, stormwater runoff, hammerhead location, density, and light pollution. Some Hunter's Oaks residents supported the latest site plan and were okay with lot D1 in the buffer. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's requested changes (Vote 5-1).
- Staff is recommending that Mayor and Council approve CLUP CLUP-22-03/Z-22-11/V-22-20 Mid Broadwell Residential, subject to the following conditions:
    1. The site, consisting of approximately 10.77 acres, shall be zoned R-4A/D and developed substantially similar to site plan prepared by Paradigm, dated 9/28/2022, 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. The comprehensive land use plan designation of the property shall be 'Medium Density Residential'.
    3. Home and townhome architecture and materials shall be substantially similar to the submitted renderings and elevations, labeled Exhibit A, and shall have 3-sided architecture and materials, as approved by Staff.
    4. Minimum 20' decorative landscape strip shall be provided along Mid Broadwell Road, consisting of trees, shrubs and ground cover, as approved by Staff. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.

5. Detached building setbacks shall be: Front – 20', Side – 5', and Rear – 20'. Townhome building setbacks shall be: Front – 10' (35' on Mid Broadwell Road), Side – 0' (20' b/w buildings), and Rear – 0' (w/rear alley).
6. Project frontage and entrance shall include a decorative wall, fencing and/or berm and ornamental plantings, as approved by Staff.
7. A 50' revegetated buffer, of which 30' shall remain undisturbed, shall be provided adjacent to Cortland Lex, with final approval by Staff. Applicant shall be granted a variance for the encroachment of Lots D1 & D2 into the buffer as shown on the site plan. A 50' undisturbed buffer, replanted where sparse, shall be provided adjacent to 500 Milton Avenue, as approved by Staff.
8. A 25' revegetated buffer shall be provided along the south property line, as depicted on the site plan prepared by Paradigm, dated 9/28/2022, and shall be planted with a mix of evergreen trees and shrubs to provide a visual screen, as approved by Staff. Existing trees shall be saved in the buffer where not in conflict with site balancing and utility installation.
9. Per applicant's agreement, developer shall provide an 8' privacy fence along the south property line adjacent to Hunter's Oaks with fence terminating at the end of the internal street. Fence shall be maintained by the new HOA.
10. Detention facilities shall be developed with a natural appearance and improved as a neighborhood amenity, as approved by Staff.
11. Developer shall plant street trees in the 6' planter, as approved by Staff.
12. 12. Open space shall be developed with decorative landscaping, hardscape, and lighting, as approved by Staff.
13. 13. Developer shall improve Mid Broadwell Road frontage with a minimum 6' sidewalk, 6' planter planted with street trees, and decorative pedestrian lighting, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff. If necessary, developer shall extend sidewalk along Mid Broadwell Road to connect with the off-site sidewalk on the adjacent Cortland Lex property. Off-site sidewalk improvements shall be eligible for impact fee credits.
14. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
15. Unfinished wood fences and decks shall not be visible from Mid Broadwell Road.
16. Trees shall be preserved as depicted on the plan prepared by Paradigm, dated 9/28/2022.
17. Developer shall identify and save additional tree groupings and/or trees of quality outside of required buffers, as approved by Staff.
18. Streets less than 24' wide shall be marked "No Parking".
19. Developer shall construct a westbound left-turn lane on Mid Broadwell Road at the project entrance to the site, as approved by Staff.

20. Project access shall be designed to comply with applicable design standards, including sight distance and appropriate shift taper and storage length, as approved by Staff.

21. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from off-site.

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

23. The agreed to 7 Conditions with Hunters Oaks abutting property owners are incorporated herein by reference and made a part of the Conditions.

- The submitted request, if approved, will allow for the construction of seventeen (17) 'For-Sale' single-family detached homes and 26 'For-Sale' townhomes on 10.77 acres. The proposed density is 3.99 dwelling units per acre. A comprehensive land use plan amendment is requested from 'Commercial' and 'Medium Density Residential' to 'Medium Density Residential' and a rezoning is requested from C-2 (General Commercial), O-I (Office-Institutional) and R-10M (Dwelling, 'For-Rent' and 'For-Sale', Residential) to R-4A/D (Dwelling, 'For-Sale', Attached/Detached Residential – Medium Density). Variances are requested to reduce minimum townhome width, reduce front and rear setbacks, increase maximum building coverage, and reduce undisturbed buffers. The subject property is located at 510 Mid Broadwell Road and 0 Broadwell Road Rear on the southwest side of Mid Broadwell Road and west of Wills Road.
- The undeveloped property is heavily wooded and has an intermittent stream near the middle of the property. Surrounding properties are zoned R-15 (Dwelling, 'For-Sale', Residential) to the northeast, east and south and R-10M to the northwest. Cortland Lex Apartments is located to the northwest, Hunter's Oaks subdivision, an unplatted residential lot and Cronans Cabinet Shop are located to the south, and Belvoir Manor subdivision, Broadwell Oaks subdivision and an unplatted residential lot are located to the east. The comprehensive land use plan designation of the property is 'Commercial' and 'Medium Density Residential', which requires an amendment to 'Medium Density Residential' to allow the applicant's proposal.
- The property has an unusual shape, significant topography, and is located just outside the Downtown in an area representing a transition from lower to higher densities. The variance requests are related to a desire for transitional regulations, i.e., shallower setbacks and greater building coverage.
- Except for Cortland Lex apartments, residential densities in the vicinity of the applicant's property are lower than the applicant's proposed density of 3.99 dwelling units per acre.
- The submitted site plan depicts eighteen (18), two (2) story 'For-Sale' townhomes oriented to Mid Broadwell Road with another eight (8), three (3) story townhome units and seventeen (17), two (2) story single-family detached homes on the remaining portion of the property. Due to site topography, townhomes fronting Mid Broadwell Road will be three (3) stories as measured from the rear of the buildings and some detached homes will have basements. The average lot size of the detached product is 6,933 square feet and 2,015 square feet for townhomes.

- The 24' wide townhomes are rear loaded and detached homes are front loaded. Access to the property is proposed from a new driveway on Mid Broadwell Road. Townhomes along Mid Broadwell Road have a 35' front setback and the interior townhome buildings have a ten-foot (10') front setback. Detached lots are depicted with twenty-foot (20') front and rear setbacks.
- Two (2) new internal streets and an alley provide access to the townhomes and detached homes. Mid Broadwell Road and internal streets are depicted with a six-foot (6') planter and six-foot (6') sidewalks.
- A 50' revegetated buffer is depicted adjacent to Cortland Lex, which includes a 30' undisturbed buffer except where Lot D1 encroaches.
- A 50' revegetated buffer is depicted in the southeast corner of the property adjacent to Cronan's Cabinet Shop. Although buffers are not required between residential developments, the developer proposes a 25' revegetated buffer along the south property adjacent to the Hunter's Oaks subdivision.
- Each townhome and detached home will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Eight (8) guest parking spaces are provided near the mail kiosk.
- The applicant's arborist assessment identifies twenty (20) specimen trees on the property, of which seven (7) are depicted to be saved. Only one (1) tree save is depicted outside of a required buffer.
- The applicant provided a trip generation report which estimates that the proposed project would generate approximately 25 AM Peak Hour trips and 33 PM Peak Hour trips.
- Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 6 – 56 school age children.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the applicant met with Hunter's Oaks residents on June 21, 2022. According to the applicant, the main concerns were provision of a buffer adjacent to Hunter's Oaks and existing flooding problems near the western boundary of the property. A representative from Hunter's Oaks provided the applicant with a list of requests, which included a 20' buffer (evergreens and privacy fence) adjacent to Hunter's Oaks, maintain 50' undisturbed buffer adjacent to Cortland Lex, reduce density (1:1 lot ratio), provide dimensions for detached homes, arborist report with boundary trees, and leave western portion of the property undisturbed.
- The City has received correspondence from residents in the area with concerns over density, traffic, timing of traffic study, buffer variance, provide buffer adjacent to Hunter's Oaks, stormwater runoff, 1:1 lot ratio adjacent to Hunter's Oaks, tree removal, impacts to boundary trees, and lack of greenspace. City Staff met with Hunter's Oaks residents on July 25, 2022. Concerns voiced at the meeting were similar to those listed above and below.
- The CZIM was held on July 13, 2022. There were several questions and comments from the public with concerns over high density, traffic, impacts to environment, variances, timing of traffic study should be when school is in session, townhomes, stormwater runoff,

tree removal, separation or buffer adjacent to Hunter's Oaks, proximity of project to intersection at Wills and Mid Broadwell, 1:1 lot ratio adjacent to Hunter's Oaks, modifications to Mid Broadwell Road, removal of undisturbed buffer adjacent to the Lex, noise, guest parking, stream impacts, and impact on off-site boundary trees.

- The applicant amended the public hearing request and revised the site plan based on a rezoning to R-4A/D. The revised site plan was shown to the public at the August 10, 2022 CZIM. There were public comments with concerns over density, proximity of project entrance to intersection at Wills Road, stormwater runoff, traffic, zoning should be R-15, streetscape improvements, 1:1 lot ratio adjacent to Hunter's Oaks, tree removal, and need a buffer adjacent to Hunter's Oaks.
- Don Rolader (200 Foothills Parkway, Marble Hill, Georgia 30148) came forward to speak on behalf of the applicant and offered a rebuttal after public comments.

Public Comments:

- Karen Miller (5345 Hunters Oaks Drive, Alpharetta, Georgia 30009) came forward to speak in favor of this item.
- Pamela Clark (5325 Hunters Oaks Drive, Alpharetta, Georgia 30009) came forward to speak in opposition of this item.

❖ Mayor Pro Tem Merkel offered a motion approve CLUP-22-03 / Z-22-11 / V-22-20 / Mid Broadwell Residential, subject to the following conditions:

1. The site, consisting of approximately 10.77 acres, shall be zoned R-4A/D and developed substantially similar to site plan prepared by Paradigm, dated 9/28/2022, 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. The comprehensive land use plan designation of the property shall be 'Medium Density Residential'.
3. Home and townhome architecture and materials shall be substantially similar to the submitted renderings and elevations, labeled Exhibit A, and shall have 3-sided architecture and materials, as approved by Staff.
4. Minimum 20' decorative landscape strip shall be provided along Mid Broadwell Road, consisting of trees, shrubs and ground cover, as approved by Staff. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.
5. Detached building setbacks shall be: Front – 20', Side – 5', and Rear – 20'. Townhome building setbacks shall be: Front – 10' (35' on Mid Broadwell Road), Side – 0' (20' b/w buildings), and Rear – 0' (w/rear alley).
6. Project frontage and entrance shall include a decorative wall, fencing and/or berm and ornamental plantings, as approved by Staff.
7. A 50' revegetated buffer, of which 30' shall remain undisturbed, shall be provided adjacent to Cortland Lex, with final approval by Staff. Applicant shall be granted a variance for the encroachment of Lots D1 & D2 into the

buffer as shown on the site plan. A 50' undisturbed buffer, replanted where sparse, shall be provided adjacent to 500 Milton Avenue, as approved by Staff.

8. A 25' revegetated buffer shall be provided along the south property line, as depicted on the site plan prepared by Paradigm, dated 9/28/2022, and shall be planted with a mix of evergreen trees and shrubs to provide a visual screen, as approved by Staff. Existing trees shall be saved in the buffer where not in conflict with site balancing and utility installation.
9. Per applicant's agreement, developer shall provide an 8' privacy fence along the south property line adjacent to Hunter's Oaks with fence terminating at the end of the internal street. Fence shall be maintained by the new HOA.
10. Detention facilities shall be developed with a natural appearance and improved as a neighborhood amenity, as approved by Staff.
11. Developer shall plant street trees in the 6' planter, as approved by Staff.
12. Open space shall be developed with decorative landscaping, hardscape, and lighting, as approved by Staff.
13. Developer shall improve Mid Broadwell Road frontage with a minimum 6' sidewalk, 6' planter planted with street trees, and decorative pedestrian lighting, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff. If necessary, developer shall extend sidewalk along Mid Broadwell Road to connect with the off-site sidewalk on the adjacent Cortland Lex property. Off-site sidewalk improvements shall be eligible for impact fee credits.
14. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
15. Unfinished wood fences and decks shall not be visible from Mid Broadwell Road.
16. Trees shall be preserved as depicted on the plan prepared by Paradigm, dated 9/28/2022.
17. Developer shall identify and save additional tree groupings and/or trees of quality outside of required buffers, as approved by Staff.
18. Streets less than 24' wide shall be marked "No Parking".
19. Developer shall construct a westbound left-turn lane on Mid Broadwell Road at the project entrance to the site, as approved by Staff.
20. Project access shall be designed to comply with applicable design standards, including sight distance and appropriate shift taper and storage length, as approved by Staff.
21. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from off-site.

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

23. The agreed to 7 Conditions with Hunters Oaks abutting property owners are incorporated herein by reference and made a part of the Conditions.

MID BROADWELL RESIDENTIAL REZONING CONDITIONS AGREED TO WITH ABUTTING NEIGHBORS HUNTERS OAKS SUBDIVISION:

1. Upon City Council approved condition, an 8' opaque privacy fence will be constructed within the 25' buffer abutting the Hunters Oaks Subdivision, stopping at the western end of the internal subdivision road on the property. The fence shall be finished on both sides, and be located interior to the development property line.
2. Developer will agree to leave as much of the 25' buffer along the Hunters Oaks property line as possible undisturbed, as determined by the grading and utility plans. In those areas which will be disturbed, Developer will replant those areas to buffer standards per the City of Alpharetta Code, as approved by Staff.
3. The property shall be developed substantially in compliance with the site plan dated September 28, 2022, as may be modified by conditions imposed by the City of Alpharetta. A copy of the site plan is attached.
4. All street and sidewalk lighting in the project will be directed interior to the development to limit light intrusion into Hunters Oaks Subdivision.
5. Single Family Detached Homes shall consist of no more than two stories and a basement.
6. Hunters Oaks affected neighbors request and support an 8' fence along the common property line.
7. Hunters Oaks neighbors request and support the variance request for reduction of the 50' buffer along the Cortland Lex property line for lots D1 and D2 of the development.

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

❖ Council Member Binder offered a motion to amend the agenda to allow for general Public Comments to allow a resident to come forward and speak speak.

- Council Member Hipes seconded the motion.
- There was not a vote on this motion, however, Mayor Gilvin allowed for Public Comment.

B. PUBLIC COMMENTS

- Shireen Hague (3440 Rialto Place, Alpharetta, Georgia 30022) came forward to speak against the current redistricting plan for Fulton County Schools. She shared that her neighbors have created "Keep Kimball Bridge Kids Together" and urged Fulton County Schools to reconsider their proposed redistricting plan.

C. CU-22-08 Pavlova by Marian / 302 North Main Street

Consideration of a conditional use to allow a 'Restaurant', 'Bakery' and 'Coffee Shop' for Pavlova by Marian in an existing building in the Downtown. The property is located at 302 North Main Street and is legally described as being located in Land Lot 1197, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- This item was considered at the 10/6/2022 Planning Commission meeting. Staff recommended approval subject to 6 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's change to the hours of operation (Vote 6-0).
- Staff is recommending that Mayor and Council approve CU-22-08 Pavlova by Marian/302 North Main Street, subject to the following conditions:
    1. 'Restaurant' and 'Bakery' shall be added as a conditional use at 302 North Main Street and limited to no more than 1,648 square feet.
    2. Conditional use approval shall be limited to Pavlova by Marian; no additional 'Restaurant' or 'Bakery' uses or subleasing shall be permitted within the approved space.
    3. Hours of operation shall be limited to Sunday – Wednesday 8:00 AM – 8:00 PM, Thursday – Saturday 8:00 AM – 9:00 PM.
    4. Developer shall provide the required 10' landscape strip along the property frontage, parking lot landscaping, and 5' landscape strips along the north and south property lines, as approved by DRB.
    5. Site shall be developed substantially similar to the plan prepared by Greyden Engineering, dated 9/21/2022.
    6. Building façade shall be substantially similar to the elevation prepared by Atrium Design, LLC, dated 4/11/2022, with final approval by DRB.
- The submitted request, if approved, would allow Pavlova by Marian to operate a coffee shop, bakery, and restaurant in a 1,648 square foot suite in an existing two (2) story building in the Downtown. A conditional use is requested to allow a 'Bakery' and 'Restaurant'. A coffee shop is categorized as a 'Restaurant' for the purposes of zoning. The property owner intends to utilize the 2nd floor of the building for a professional office, which is a permitted use on the property. The subject property is located at 302 North Main Street on the west side of North Main Street north of Mayfield Road.
- The 0.38-acre property is zoned O-I (Office-Institutional) and was developed in 1955 with a two (2) story, 2,960 square foot duplex. The existing building was developed at the rear of the property. Surrounding properties are zoned O-I to the north, east and south and R-15 (Dwelling, 'For-Sale', Residential) to the west. A medical office is located to the north, a real estate office is located to the east, a professional office to the south and unplatted residential lots to the west. The comprehensive land use designation of the property is 'Mixed Use Live Work', which allows the proposed uses.

- Pavlova by Marian is a new concept serving baked goods, coffee, and other prepared foods. The applicant proposes to occupy the 1st floor of the building. The service area of the business is approximately 400 square feet and will accommodate a small number of tables and chairs. Hours of operation will be Monday – Sunday 10:00 AM – 8:00 PM. The applicant anticipates approximately three (3) employees.
- Sixteen (16) parking spaces are depicted on the site plan, of which the Unified Development Code (UDC) requires seven (7) parking spaces for the proposed uses. T
- 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. The CZIM was held on September 14, 2022. There was one (1) public comment in support of the applicant's request.
- The applicant, Gloria Herdee (12 Providence Way, Alpharetta, Georgia 30004) came forward to speak on behalf of this application.

Public Comments:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion approve CU-22-08 Pavlova by Marian / 302 North Main Street, subject to the following conditions:

1. 'Restaurant' and 'Bakery' shall be added as a conditional use at 302 North Main Street and limited to no more than 1,648 square feet.
2. Conditional use approval shall be limited to Pavlova by Marian; no additional 'Restaurant' or 'Bakery' uses or subleasing shall be permitted within the approved space.
3. Hours of operation shall be limited to Sunday – Wednesday 8:00 AM – 8:00 PM, Thursday – Saturday 8:00 AM – 9:00 PM.
4. Developer shall provide the required 10' landscape strip along the property frontage, parking lot landscaping, and 5' landscape strips along the north and south property lines, as approved by DRB.
5. Site shall be developed substantially similar to the plan prepared by Greyden Engineering, dated 9/21/2022.
6. Building façade shall be substantially similar to the elevation prepared by Atrium Design, LLC, dated 4/11/2022, with final approval by DRB.

o Council Member DeRito seconded the motion.

o The motion was approved unanimously (7-0).

D. CU-22-07 / Peachtree Immediate Care / 870 North Main Street

Consideration of a conditional use to allow a 'Clinic' for Peachtree Immediate Care in an existing building. The property is located at 870 North Main Street and is legally described as being located in Land Lot 1112, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.

- This item was considered at the 10/6/2022 Planning Commission meeting. Staff recommended approval subject to 6 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (Vote 6-0).
- Staff is recommending that Mayor and Council approve CU-22-07 / Peachtree Immediate Care / 870 North Main Street, subject to the following conditions:
    1. 'Clinic' shall be added as a conditional use at 870 North Main Street and limited to no more than 4,058 square feet.
    2. Conditional use approval shall be limited to Peachtree Immediate Care; no additional 'Clinic' use or subleasing shall be permitted within the approved space.
    3. 'Clinic' shall be limited to an urgent care clinic.
    4. Exterior changes to the building shall require final approval by the Design Review Board. Existing blue awnings shall be replaced with awnings approved by DRB.
    5. Hours of operation shall be limited to Monday – Sunday 8:00 AM – 8:00 PM.
    6. Property owner shall assess site landscaping and replace missing, dead, or dying landscape material, as approved by Design Review Board. This assessment shall include monument sign landscape material, as well as trees/shrubs removed by GDOT construction.
- The submitted request, if approved, would allow Peachtree Immediate Care to operate a 'Clinic' in a 4,058 square foot building, which was previously developed and used for an IHOP. The Fulton Greens Master Plan requires a conditional use to allow a 'Clinic' on the subject property. The subject property is located at 870 North Main Street near the northwest corner of North Main Street and Windward Parkway.
- The subject property is approximately 1.05 acres and was developed for IHOP in 2003 as a 1-story, 4,058 square foot building. The property is zoned C-1 (Neighborhood Commercial) and is subject to the Fulton Greens Master Plan Pod A, which lists 'Clinic' as a conditional use. Surrounding properties are zoned C-1. Lowe's Home Improvement is located to the north and west, Windward Promenade shopping center is located to the south, and Burger King is located to the east.
- The applicant proposes to renovate and re-purpose the former IHOP building to operate a 2nd urgent care clinic in Alpharetta. The property is developed with 54 parking spaces, of which the City's Unified Development Code (UDC) would require twenty (20) parking spaces for the proposed clinic use. Hours of operation will be Monday – Sunday 8:00 AM – 8:00 PM. The applicant anticipates approximately eight (8) full time employees, including physicians, advanced practitioners, medical assistants, and administrative staff.
- The restaurant use generated an estimated 39 AM Peak Hour trips and 37 PM Peak Hour trips. Whereas the proposed clinic use is estimated to generate 11 AM Peak Hour trips and 15 PM Peak Hour trips.
- 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 have been received.

- The CZIM was held on September 14, 2022. There were no public comments.
- The applicant, John Richmond (2675 Paces Ferry Road SE, Atlanta, Georgia 30309) came forward to speak on behalf of this application.

Public Comments:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion approve CU-22-07 / Peachtree Immediate Care / 870 North Main Street, subject to the following conditions:

1. 'Clinic' shall be added as a conditional use at 870 North Main Street and limited to no more than 4,058 square feet.
2. Conditional use approval shall be limited to Peachtree Immediate Care; no additional 'Clinic' use or subleasing shall be permitted within the approved space.
3. 'Clinic' shall be limited to an urgent care clinic.
4. Exterior changes to the building shall require final approval by the Design Review Board. Existing blue awnings shall be replaced with awnings approved by DRB.
5. Hours of operation shall be limited to Monday – Sunday 8:00 AM – 8:00 PM.
6. Property owner shall assess site landscaping and replace missing, dead, or dying landscape material, as approved by Design Review Board. This assessment shall include monument sign landscape material, as well as trees/shrubs removed by GDOT construction.

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

VIII. BOARD & COMMISSION APPOINTMENTS

A. Board and Commission Appointments by Mayor and City Council

- Council Member Binder announced the appointment of Art Leach to the Board of Ethics.
- Mayor Gilvin announced the appointment of Heather Wagner and Dale Sizemore to the Board of Ethics.

B. Swearing-in of Board Members and Commissioners

- Mayor Gilvin sworn-in Code Enforcement Board Member, Dick Freeman.
- Board Member Freeman signed the Oath of Office.

IX. NEW BUSINESS

A. Milton Avenue and Canton Street Pedestrian Scramble

Approval to disable and remove the pedestrian scramble at Milton Avenue and Canton Street, to award a contract change order to complete all necessary work, and to authorize the Mayor to execute necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- Staff is recommending that Mayor and Council approve the disabling and removing of the "scramble" (all-cross) at Milton Avenue and Canton Street, approve a change order in the amount of $27,247.50 to an existing contract with Excellere Construction LLC, and to approve the continuation of the existing "No Turn on Red" signal at the subject intersection, as it is a function that does improve safety for pedestrians at that intersection.
- Public safety staff spent several days observing traffic throughout the day at this intersection, especially during the school arrival and departure times. Based on their observations, staff determined that the scramble crosswalk at the intersection of Milton Avenue and Canton Street was the main reason for the traffic issues in that area. This was especially true during the peak activity periods for pedestrian and vehicular movement at Innovation Academy, but the causation effect on congestion was observed throughout each day.
- To test the hypothesis and to determine the effect of safety and traffic congestion if the scramble were removed, the Department of Public Works turned the scramble option off at the intersection such that the crosswalks operated in a traditional manner. Police personnel subsequently observed a drastic improvement in traffic flow and a major reduction in traffic congestion, including during arrival and departure times at Innovation Academy.
- Leveraging the existing contract with Excellere will allow the work to be accomplished more quickly and will save the City much of the cost typically associated with a firm mobilizing crews and equipment for the project.
- As this is an unbudgeted item, funds would be sourced from unallocated capital.

City Council Discussion:

- Council Member Binder asked about the mid-block crosswalks near this intersection.
  - Director of Public Works, Pete Sewczwicz, shared that this area will be constructed the week of the 24th and 31st.
- Council Member Mitchell asked about pedestrian safety studies in this area and commented on the vehicular centric focus of this intersection. He also shared
  - Director Sewczwicz shared that there was a study completed a few years ago and adding the no turn on red was one of the considerations for this intersection.
- Mayor Gilvin asked whether or not safety has improved in this intersection since the installation of the crosswalk and about the flow of traffic on state route 9.
  - Director Sewczwicz shared that the no turn on red signal have helped tremendously and also that GDOT can control the timing of the signals if east/west traffic backs up onto state route 9.

Public Comments:

- Karen Quinn (169 Lantern Ridge Court, Alpharetta, GA 30009) came forward to speak against this item.
- Daniel McAlonan (1995 Willshire Glen Alpharetta, GA 30009) came forward to speak against this item.

❖ Council Member Binder offered a motion to approve disabling and removal of the pedestrian scramble at Milton Avenue and Canton Street to award a contract change order to complete all necessary work, and to authorize the Mayor to execute necessary documents only after the completion of the crosswalk to the west of said scramble.

- Mayor Gilvin announced that the motion fails due to lack of a second.

❖ Council Member Will offered a motion to approve disabling and removal of the pedestrian scramble at Milton Avenue and Canton Street, to award a contract change order to complete all necessary work, and to authorize the Mayor to execute necessary documents.

- Council Member DeRito seconded the motion.
- The motion was approved (5-2; with Council Member Binder and Council Member Mitchell in opposition).

B. Intergovernmental Agreement: Alpharetta Jail Facility and Operations

Approval of an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia to board and provide for the housing of inmates at the Alpharetta Jail.

- City Attorney, Molly Esswein, came forward to present this item.
- Beginning in early 2022, the City of Alpharetta entered into discussions with the Fulton County Sheriff on the topic of the reopening of the Alpharetta jail facility located on Old Milton Parkway. Discussions centered on the City making the jail available for use under the operation of the Sheriff, an arrangement that had existed for many years until operation of the facility was abandoned during the COVID pandemic.
- Restoring the arrangement would be advantageous to the City, as our police officers currently must take suspects arrested in Alpharetta to the main Rice Street Jail in Atlanta for booking and processing. This removes officers from patrol for extended periods of time, reducing the number of officers patrolling Alpharetta until the suspect is fully processed and the officer returns to Alpharetta. The jail will give Alpharetta 20 inmate spaces.
- The fiscal impact of this agreement is dependent upon use. In addition, we intend on entering into additional agreements with north Fulton County user cities that will identify how utility and maintenance costs are shared. This will be brought to the City Council at a future meeting.

City Council Discussion:

- Council Member Will asked whether or not fines have increased yet.
  - City Administrator, Chris Lagerbloom, shared that once this IGA is approved, that will give the City an opportunity to increase said fines.

Public Comments:

- There were no public comments.

❖ Council Member Will offered a motion to approve an Intergovernmental Agreement by and between the City of Alpharetta, Georgia, the Fulton County Sheriff's Office, and Fulton County, Georgia to board and provide for the housing of inmates at the Alpharetta Jail.

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

X. PUBLIC COMMENTS

- There were no public comments.

XI. REPORTS

- Council Member Mitchell wished our residents a Happy Diwali.
- City Clerk, Lauren Shapiro, shared an update on elections.
  - Early voting started earlier this month and will continue until November 4th. The Alpharetta early voting location is the upper floor of the Alpharetta Library.
  - Earlier this spring, we hosted two (2) poll worker training days at City Hall. This fall election season, the City scheduled four (4) poll worker training days, with two training sessions per day, and this is the greatest turnout we have ever experienced. Each training class is capped at 25 poll workers and several of our sessions were completely full. Fulton County even requested additional training days since our classes were so greatly attended. Thank you to our residents and neighbors for attending these sessions.

XII. EXECUTIVE SESSION (IF NEEDED)

- There was not an Executive Session.

XIII. ADJOURNMENT

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:06 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS
APPROVAL OF THE FOLLOWING ALCOHOLIC BEVERAGE LICENSE APPLICATIONS:

1. PH-22-AB-31 IKIGAI NIKKEI, LLC
D/B/A LITTLE TOKYO SUSHI & GRILL
5815 WINDWARD PARKWAY #209, ALPHARETTA, GA 30005

RESTAURANT
CONSUMPTION ON PREMISES
BEER AND WINE
OWNER: IKIGAI NIKKEI, LLC
REGISTERED AGENT: JESUS DAVILA MARTINEZ

2. PH-22-AB-32 MR. TACO 2, INC.
D/B/A MR. TACO
4000 NORTH POINT PARKWAY, ALPHARETTA, GA 30022

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE & SUNDAY SALES
OWNER: MR. TACO 2, INC.
REGISTERED AGENT: DIANA GUEVARA

II. RECOMMENDATION:

Approve the following alcoholic beverage license applications as part of the Consent Agenda:
1. PH-22-AB-31 Ikigai Nikkei, LLC, d/b/a Little Tokyo Sushi & Grill, 5815 Windward Parkway #209, Alpharetta, GA 30005
2. PH-22-AB-32 Mr. Taco 2, Inc., d/b/a Mr. Taco, 4000 North Point Parkway, Alpharetta, GA 30022

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The above referenced Alcoholic Beverage Licenses Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, October 27, 2022. There were no public comments during the hearings. At the conclusion of both hearings City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Alcohol License Public Hearing Minutes 10-27-22

ALCOHOL LICENSE PUBLIC HEARING
OCTOBER 27, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM
CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: https://zoom.us

Zoom Meeting ID: 830 0178 6052

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:05 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Andrea Silvar, Manager for Little Tokyo Sushi & Grill
- Diana Guevara, Owner and registered agent for Mr. Taco

IV. PUBLIC HEARING

A. PH-22-AB-31 Ikigai Nikkei, LLC
d/b/a Little Tokyo Sushi & Grill
5815 Windward Parkway
Alpharetta, GA 30005

Restaurant
Consumption on Premises
Beer & Wine

Owner: Ikigai Nikkei, LLC
Registered Agent: Jesus Davila Martinez

- Andrea Silvar, Manager for Little Tokyo & Grill located at 5815 Windward Parkway, Alpharetta, GA 30005, was present on the call.
- Ms. Silvar stated this restaurant serves traditional Japanese food with a Peruvian twist. They intend to offer beer and wine.
- This is their first location, and they are currently open.
- Ms. Silvar stated she is familiar with the City of Alpharetta's alcohol ordinances.
- There are 3 employees serving alcohol and they all have a pouring permit, as does Ms. Silvar.

- Alcohol training for employees is provided by their alcohol distributor.
- Ms. Shapiro reminded Ms. Silvar once the city alcohol license is issued, it will be uploaded to the Georgia tax portal so that they may obtain their state license.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear at the City Council meeting on Monday, November 7, 2022, at 6:30 pm.

B. PH-22-AB-32 Mr. Taco 2, Inc.
d/b/a Mr. Taco
4000 North Point Parkway
Alpharetta, GA 30022

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

Owner: Mr. Taco 2, Inc.
Registered Agent: Diana Guevara

- Ms. Diana Guevara, owner and registered agent for Mr. Taco located at 4000 North Point Parkway, Alpharetta, GA 30022 was present on the call.
- Mr. Taco has been open at this location for 10 years and currently has a beer, wine & Sunday Sales alcohol license. They would like to add liquor to their existing license.
- There are 4 employees serving alcohol and they all have pouring permits, including Ms. Guevara. They use ServSafe for their employee alcohol training.
- Ms. Guevara is familiar with the City of Alpharetta's alcohol ordinances.
- Ms. Shapiro explained if their application is approved by City Council at the November 7th Council Meeting, the local license will be available for pickup at City Hall the next day. Once the local license is issued, a copy will be uploaded to the Georgia tax portal so that they may obtain their state license.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear at the City Council meeting on Monday, November 7, 2022, at 6:30 pm.
- Ms. Guevara inquired about delaying adding the liquor portion to their license until after the new year and if the $1,000 fee already paid could be applied. She was debating if the state license would take a long time to issue the license and they would not receive it until December, she may want to wait. Ms. Shapiro explained the state issuance is usually quick and that she believes Mr. Taco should receive it no later than mid-November. In that case, Ms. Guevara stated she would most likely start serving liquor this year.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:17 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A.
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: MEMORANDUM OF UNDERSTANDING: LIONHEART WORKS
APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LIONHART LIFECENTER, INC., D/B/A LIONHEART WORKS AND THE CITY OF ALPHARETTA FOR THE PURPOSES OF UTILIZING THE CRABAPPLE GOVERNMENT CENTER.

II. RECOMMENDATION:

Approve, as presented, the Memorandum of Understanding between the City of Alpharetta and Lionheart WORKS for rental of the Crabapple Government Center for programs and activities produced and partnered by Lionheart School and authorize the mayor to execute all related documents.

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: NO FISCAL IMPACT.
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta has for the past three years entered into an annual agreement in the form of a Memorandum of Understanding (MOU) with Lionheart WORKS for occupation of the office wing at the Crabapple Government Center. The agreement is mutually beneficial in that the City's facility is used to support programs which improve the quality of life for city residents and Lionheart WORKS is provided a space to use with minimal overhead expense to execute the programs and operations of the organization. As such, consideration of entering into the agreement for a fourth year is being brought forward for consideration.

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for Alpharetta residents. Each year, staff evaluates the success of prior programs and monitors the interest in developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents, and staff works diligently to deliver classes, programs, and events for all ages and abilities. In support of this mission, the City may often collaborate with organizations to enhance a pre-existing and popular program. Such is the case with Lionheart WORKS.

Lionheart WORKS is a non-profit organization that uniquely focuses on providing exceptional adaptive programming and activities to the North Fulton special needs population. In fact, the school is very well-known and established in the community through partnered events and happenings such as Grilling & Gridiron and the Holiday Market. Perhaps the most notable is the Lionheart WORKS and the City of Alpharetta Camp Happy Hearts Summer Camp, which is undoubtedly successful each year.

AGREEMENT FOR 2022-2023:

The Department of Recreation, Parks & Cultural Services staff have witnessed the benefit of the MOU and have encouraged renewal of the agreement for the past three years. With Lionheart WORKS' occupation of the space, effortless collaboration and facilitation between the organization and the city is made possible, thereby enhancing the outcome of partnered events and adaptive programs offered to residents.

Under the agreement attached hereto, Lionheart WORKS would continue to occupy the office wing at the Crabapple Government Center, until June 30, 2023, for collaboration and provision of quality programming and events for the City of Alpharetta's and North Fulton's special needs population. The agreed upon rental fee will be $100.00 per month, payable to the City on the first day of the month and all succeeding months for a total of $800.00.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To discontinue the MOU between the City of Alpharetta and Lionheart WORKS for occupation of the office wing at the Crabapple Government Center.
2. To deny or defer renewal of the MOU between the City of Alpharetta and Lionheart WORKS and direct staff to establish new terms for the MOU prior to approval.

VI. ATTACHMENTS:

City of Alpharetta - Lionheart WORKS MOU - Crabapple Government Center (2022-2023)

THE CITY OF
ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this _____, day of _____, 2022 (the "Effective Date"), by and between The Lionheart LifeCenter, Inc., dba Lionheart WORKS, a Georgia corporation located at 225 Roswell Street, Alpharetta, Georgia 30009 ("LHW") and the City of Alpharetta, a Georgia municipal corporation, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("CoA"). LHW and CoA are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

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

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

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

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

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

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

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

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

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

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

3. EXPENSES.

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

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

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

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

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

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

6. LIABILITY. It is agreed and understood that LHW releases CoA, its agents and employees from any and all damage or injury to participants or property arising out of performance of this MOU and that LHW shall relieve CoA of all damages, liabilities, expenses and losses incurred by CoA as a result of LHW's performance of this MOU.

7. TERM AND TERMINATION. This MOU shall commence on the date of execution and shall remain in effect until June 30, 2023. This MOU may be terminated by either party without cause provided that six (6) months-notice is given. CoA has the option to renew this MOU if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. This MOU may be immediately terminated by CoA without prior notice if LHW engages in activities and/or conduct unbecoming to CoA.

8. MISCELLANOUS.

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

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

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

THE LIONHEART LIFE CENTER, INC.
DBA LIONHEART WORKS

By: _____

Print Name: _____

Title: _____

DATE: _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Print Name: Jim Gilvin

Title: Mayor, City of Alpharetta

APPROVED AS TO CONTENT:

By: _____

Morgan Rodgers, Director
Recreation, Parks and Cultural Services
Department

APPROVED AS TO FORM:

By: _____
City Attorney

DATE: _____

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By:
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: RECREATION, PARKS, AND CULTURAL SERVICES INSTRUCTOR AGREEMENTS

II. RECOMMENDATION:

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: MARY BETH LEMOINE: RECREATIONAL EXERCISE CLASS: YOGA FOR ACTIVE ADULTS

APPROVAL OF AN INSTRUCTOR CONTRACT FOR RECREATIONAL PROGRAMS BETWEEN MARY BETH LEMOINE AND THE CITY OF ALPHARETTA, GEORGIA.

II. RECOMMENDATION:

Approve, as presented, the Instructor Agreement between the City of Alpharetta and Mary Beth Lemoine for the instruction of yoga-based classes for residents of the City of Alpharetta and authorize the Mayor to execute all related documents.

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: $20,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
RPCS Health & Wellness Professional Services / Fitness Programs 10061650 521200 / RHW01	$20,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

INSTRUCTOR AGREEMENT 2022-2023:

Under the Instructor Contract attached hereto, Mary Beth Lemoine would provide instruction for yoga-based classes geared towards active adults in the City's 2022-2023 standard recreational program at an estimated cost to the City of $20,000.00. The class, titled, “Bone Health Yoga” would be offered on Wednesdays and Fridays at the Preston Ridge Community Center. Instructor costs are established on a rate-per-class payment structure at $35.00 per class. Staff’s total projected cost for the instructor is based upon the current number of classes to be offered at the agreed upon rate and is subject to change should additional classes be needed, or classes canceled due to lack of attendance.

BACKGROUND:

The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for Alpharetta residents. Each year, Staff evaluates the success of prior programs and monitors the interest in developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City’s vision for recreational programs and activities is “inclusion”. Programs and activities should encompass the various demographics of residents and Staff works diligently to deliver classes, programs, and events for all ages and abilities. Another key element is that programs and activities should *improve* and not diminish the quality of life for city residents. Once a conceptualized program, activity, or event proves to meet both key elements, staff begins the process of realizing the idea.

COURSE OFFERING:

The Recreation Services Division of the Recreation, Parks & Cultural Services Department believes that low-impact exercise classes and programs for active adults meets the criteria noted above. Such classes not only engage the city's active adult population but also improves their physical wellness. Yoga has been proven to strengthen bones and prevent osteoporosis, and Staff wishes to add such a class for active adults to the list of recreational activities offered. Of course, no class would be ideal without an exceptional instructor, and Mary Beth Lemoine is explicitly qualified to provide yoga-based instruction focusing on overall bone health for older populations.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of the selected instructor for the yoga-based classes for the City's 2022-2023 recreational program and direct staff to secure another instructor for the program.
2. To discontinue the implementation of a yoga-based class for active adults as part of the City's 2022-2023 recreational program.

VI. ATTACHMENTS:

RPCS Instructor Contract, Negotiated Rate Under $20K (FY23) - Mary Beth Lemoine

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CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT, NEGOTIATED RATE UNDER $20,000
FISCAL YEAR 2023

This Contract for instruction services for recreational programs is made and entered into and is effective this 17 day of October, 20 22, by and between Mary Beth Lemoine, an independent contractor ("Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Park and Cultural Services Department (the "City")**.**

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Alpharetta recreational programs identified below and further described on page(s) N/A of the N/A **Activity Guide** and/or in an Attachment to this Contract (referred to herein as "instructor services"). **Is there such an Attachment to this Contract? Yes_____ No** X

Program Name: Bone Health Yoga-Advertised at the Facility and in the monthly newsletter

Program Dates (if not listed in Activity Guide or in an attachment): October 2022- June 2023; Wednesday & Friday

Location: Preston Ridge Community Center

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and **not an employee, agent, joint venture or partner of the City**. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity").

   Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

   ☒ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company

   ☐ Limited Partnership ☐ Nonprofit Corporation ☐ Other (insert): _____

   In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s): Mary Beth Lemoine.

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3. **Contractor Payment Schedule:**
For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The rate shall be $35.00 per (check one of the following):

- Class X
- Week _____
- Month _____
- Session _____
- Season _____
- Other (please specify)_____

City will pay Contractor on the following dates:

- Monthly
- N/A

4. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

5. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

6. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g. hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program include the following:
All supplies needed

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above)

7. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is 4 participants. The maximum number of participants allowed for the program (per class) is 20 participants. The instructor to student ratio shall be maintained at minimum of 1 to 20 for all classes of the program. If the program participation minimums and/or maximums and/or instructor/student ratios vary per class, please attach additional sheet with detailed information as an Attachment hereto.

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8. Subject to Paragraph 7 above, Contractor will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on ActiveNet, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

9. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

10. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/FirstAid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:
   Yoga Instructor Certification
   _____

11. The Contractor is responsible for the supervision, direction and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.

12. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.

13. The Contractor is responsible for sub-contractors completion of Exhibit A Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.

14. Contractor, and its employees, agents and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    a. Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

    b. Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person

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based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

c. Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

(i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

(ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

(iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

d. Best Interests of City. Neither Contractor nor any of its officers, employees, agents or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

e. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

f. Confidentiality**.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or

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thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

(i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

15. Contractor will incur all additional instructor costs, and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

16. Contractor is responsible for set up and removal of all supplies (i.e. tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up, and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

17. Contractor is responsible for the proper disposal of all trash that it may leave or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.

18. City does not guarantee storage for Contractor's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.

19. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.

20. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners and advertisements for programs, even if paid for solely by the Contractor. Contractor is

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prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.

21. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.

22. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Alpharetta Recreation, Parks and Cultural Services ("ARPCS") staff, in conjunction with City of Alpharetta Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Alpharetta area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be posted on the City of Alpharetta website www.alpharetta.ga.us and ARPCS's apps and social media accounts. Whenever possible, program participants will be notified of program cancelations by the City or the Contractor. Program participants may also contact the facility where the program will be held to check on the status of the program. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.

23. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

24. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.

25. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

26. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.

27. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable): N/A

N/A

N/A

28. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or sub-contractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

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"'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

29. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.

30. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.

31. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

32. Contractor, its officers, employees, agents and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

33. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

34. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

35. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.

36. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

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(ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

(ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

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37. **WAIVER OF LIABILITY AND INDEMNIFICATION**.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "A" prior to their performance of any instructor services pursuant to this Contract.

CONTRACT DATES: November 2022- June 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

By:_____ _____
(Signature) Date

Name: _____

Title: _____

CITY SIGNATURES:

By: _____
Mayor Jim Gilvin Date

Approved as to form and substance:

By:_____ _____
City Attorney Date

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CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT, NEGOTIATED RATE UNDER $20,000

CONTRACTOR INFORMATION:

Legal Business, or Contractor Name _____

Contractor Address _____

_____

SS # or Employee ID # _____

Contact Information Primary Phone _____

Secondary Phone _____

Email _____

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City of Alpharetta Recreation and Parks Department

Instructor Contract

EXHIBIT A – Liability Waiver and Release Form for Sub-Contractors

As noted in the City of Alpharetta Recreation and Parks Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "A") prior to their performance of any instructor services pursuant to this Contract.

WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials.

Signature:_____ Date:_____

Name (Print/Type):_____

Contractor Name:_____ Program:_____

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EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, in

_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2022.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A.
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: HALFTIME SPORTS: RECREATIONAL SPORTS CLASS: YOUTH BASKETBALL TRAINING CAMPS

Approval of an Instructor Contract for recreational programs between Halftime Sports and the City of Alpharetta, Georgia.

II. RECOMMENDATION:

Approve, as presented, the Instructor Agreement between the City of Alpharetta and Halftime Sports, LLC for the instruction of youth basketball training camps for the City of Alpharetta's younger residents and authorize the Mayor to execute all related documents.

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: $35,000.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
RPCS Athletic Professional Services / Basketball Programs 10061300 521200 / RAL00	$35,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

INSTRUCTOR AGREEMENT 2022-2023:
Under the Instructor Contract attached hereto, Halftime Sports, LLC would provide instructors for basketball training camps in the City's 2022-2023 recreational sports program at an estimated cost to the City of $35,000.00. The camps, titled, "Halftime Sports" would be offered during holiday breaks, spring break, and the summer. Instructor costs are established on a percentage-per-registration-rate payment structure at 75% of the registration rate. Staff's total projected cost for the instructors is based upon the current number of classes to be offered at the agreed upon registration rate and is subject to change pending the number of registrants.

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for Alpharetta residents. Each year, Staff evaluates the success of prior programs and monitors the interest in developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents and Staff works diligently to deliver classes, programs, and events for all ages and abilities. Another key element is that programs and activities should *improve* and not diminish the quality of life for city citizens. Once a conceptualized program, activity, or event proves to meet both key elements, staff begins the process of realizing the idea.

COURSE OFFERING:
The Recreation Services Division of the Recreation, Parks & Cultural Services Department believes that recreation sports programs meet the criteria noted above. Sports not only engage the city's youth and adult

populations but also promote an active lifestyle and social engagement among residents. Basketball is a longstanding and popular sport and staff would like to add basketball instructional camps to the list of recreational activities offered. Of course, no camp would be ideal without exceptional instruction and Halftime Sports, LLC offers instructors explicitly qualified to provide basketball coaching to improve one's skills using drills and team play.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of the selected instructor for the youth basketball training camps for the City's 2022-2023 recreational sports program and direct staff to secure another instructor for the program.
2. To discontinue the implementation of youth basketball training camps as part of the City's 2022-2023 recreational sports program.

VI. ATTACHMENTS:

RPCS Instructor Contract, Negotiated Rate Over $20K (FY23) - Halftime Sports, LLC

CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT OVER $20,000
FISCAL YEAR 2023

This Contract for instruction services for recreational programs is made and entered into and is effective this _____ day of _____, 2022, by and between Halftime Sports, LLC, an independent contractor ("Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Parks and Cultural Services Department (the "City")**.**

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Alpharetta recreational programs identified below and further described on page(s) NA of the NA **Activity Guide** and/or in an Attachment to this Contract (referred to herein as "instructor services"). **Is there such an Attachment to this Contract? Yes_____ No** X

Program Name: Halftime Sports, LLC

Program Dates (if not listed in Activity Guide or in an attachment): Holidays, Spring Break, Summer Camps 2022/2023

Location: Alpharetta Community Center ,Wills Park Recreation Center and Crabapple Government Center

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and **not an employee, agent, joint venture or partner of the City**. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity").

   Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

   ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company

   ☐ Limited Partnership ☐ Nonprofit Corporation ☐ Other (insert): _____

   In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s) : Kim Coleman.

3. For performance of the instructor services provided hereunder, the City agrees to pay Contractor seventy-five percent (75%) of the registration revenue for the program (per session) instructed by the Contractor ("Contractor's Fee"). Contractor's Fee is calculated by multiplying the resident registration fee by the number of registered participants, and then multiplying such sum by .75 (75%).

   Family discounts given to participants, if any, will be absorbed by the Contractor. City of Alpharetta employee discounts and program scholarships, if any, will be absorbed by the City.

   Contractor's Fee will be calculated by the City after the fourth full week of class; disbursements to instructors on Friday of the fifth week. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Contractor's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

   Contractor Payment Schedule:

   Contractor shall be paid Contractor's Fee in accordance with one of the following payment schedules (A, B, C, or D) based on the criteria listed:

   A. If Contractor is not a legal entity, payment shall be made in full at the end of each session.

   B. If Contractor is a legal entity and instructs a program with a five-week or less session, payment shall be made in full at the end of each session.

   C. If Contractor is a legal entity and instructs a program that meets once per month or quarter, contractor shall be paid in full at the completion of the program each month or quarter.

   D. If Contractor is a legal entity and instructs a program with a ten-week or more session, Contractor shall select payment Option 1 or Option 2 below (Please Check Box for Selected Option):

☐ OPTION 1:
- First Payment: 50% of calculated amount – midway point of session
- Last Payment: 50% of calculated amount (balance due) – end of session

☒ OPTION 2:
- One payment: 100% of calculated amount – end of session

"End of each session" is defined as the first Saturday following the last class of the session. City submits check requests to the Finance Department at the end of each session. Allow up to ten (10) business days for processing. Current vendor information as required by the City's Finance Department must be on file with the Finance Department in order to ensure prompt payment.

4. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

5. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

6. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g. hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair or replacement of existing equipment, etc.) Supplies that Contractor will purchase and provide for the program include the following:

_____

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above)

7. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is 10 participants. The maximum number of participants allowed for the program (per class) is 50 participants. The instructor to student ratio shall be maintained at minimum of 1 to 10 for all classes of the program. If the program participation minimums and/or maximums and/or instructor/student ratios vary per class, please attach additional sheet with detailed information as an Attachment hereto.

8. Subject to Paragraph 7 above, Contractor will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on ActiveNet, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

9. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

10. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/FirstAid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

_____

11. The Contractor is responsible for the supervision, direction and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.

12. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.

13. The Contractor is responsible for sub-contractors completion of Exhibit A Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.

14. Contractor, and its employees, agents and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    a. Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

    b. Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

    c. Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

        (i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

        (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

        (iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

    d. Best Interests of City. Neither Contractor nor any of its officers, employees, agents or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

e. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

f. Confidentiality**.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

(i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

15. Contractor will incur all additional instructor costs, and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

16. Contractor is responsible for set up and removal of all supplies (i.e. tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up, and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

17. Contractor is responsible for the proper disposal of all trash that it may leave or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.

18. City does not guarantee storage for Contractor's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.

19. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.

20. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners and advertisements for programs, even if paid for solely by the Contractor. Contractor is prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.

21. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.

22. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Alpharetta Recreation, Parks and Cultural Services ("ARPCS") staff, in conjunction with City of Alpharetta Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Alpharetta area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be posted on the City of Alpharetta website www.alpharetta.ga.us and ARPCS's apps and social media accounts. Whenever possible, program participants will be notified of program cancelations by the City or the Contractor. Program participants may also contact the facility where the program will be held to check on the status of the program. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.

23. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

24. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.

25. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

26. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.

27. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable): NA

_____

_____

28. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or sub-contractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

> "'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

29. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.

30. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.

31. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

32. Contractor, its officers, employees, agents and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

33. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

34. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

35. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.

36. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

        (ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

    b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

        (i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

        (ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

37. **WAIVER OF LIABILITY AND INDEMNIFICATION**.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT OVER $20,000

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "A" prior to their performance of any instructor services pursuant to this Contract.

CONTRACT DATES: November 2022 - June 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

By:_____ _____
(Signature) Date

Name: _____
(Print)

Title: _____

CITY SIGNATURES:

By:_____ _____
Mayor Jim Gilvin Date

Approved as to form and substance:

By:_____ _____
City Attorney Date

CONTRACTOR INFORMATION:

Legal Business, or Contractor Name _____

Contractor Address _____

_____

SS # or Employee ID # _____

Contact Information

Primary Phone_____

Secondary Phone_____

Email_____

City of Alpharetta Recreation and Parks Department

Instructor Contract

EXHIBIT A – Liability Waiver and Release Form for Sub-Contractors

As noted in Item # 37 of the City of Alpharetta Recreation and Parks Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "A") prior to their performance of any instructor services pursuant to this Contract.

WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials.

Signature:_____ Date:_____

Name (Print/Type):_____

Contractor Name:_____ Program:_____

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, in

_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2022.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**Halftime Sports, LLC**	Control Number:	**14027050**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**12460 Crabapple Road,, 337, Alpharetta, GA, 30004, USA**	Date of Formation / Registration Date:	**3/19/2014**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2022**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Kim Coleman**
Physical Address:	**12460 Crabapple Road, Alpharetta, GA, 30004, USA**
County:	**Fulton**

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Report a Problem?

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A.
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: DIANA MOLL (D/B/A ALPHARETTA BARRE CLUB, LLC): RECREATIONAL EXERCISE CLASSES: BARRE

Approval of an Instructor Contract for recreational programs between Diana Moll (d/b/a Alpharetta Barre Club, LLC) and the City of Alpharetta, Georgia.

II. RECOMMENDATION:

Approve, as presented, the Instructor Agreement between the City of Alpharetta and Alpharetta Barre Club, LLC for the instruction of barre classes for residents of the City of Alpharetta and authorize the Mayor to execute all related documents.

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: $20,000.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
RPCS Health & Wellness Professional Services / Fitness Programs 10061650 521200 / RHW01	$20,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

INSTRUCTOR AGREEMENT 2022-2023:
Under the Instructor Contract attached hereto, Alpharetta Barre, LLC would provide instruction for barre classes and events for residents in the City's 2022-2023 standard recreational program at an estimated cost to the City of $20,000.00. The class, titled, “Barre”, will be offered at the Preston Ridge Community Center. Instructor costs are established on a rate-per-class payment structure at $35.00 per class. Staff’s total projected cost for the instructor is based upon the current number of classes to be offered at the agreed upon rate and is subject to change should additional classes be needed, or classes canceled due to lack of attendance.

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City’s vision for recreational programs and activities is “inclusion”. Programs and activities should encompass the various demographics of residents and staff work diligently to deliver classes, programs, and events for all ages and abilities. Another key element is that programs and activities should *improve* and not diminish the quality of life for city citizens. Once a conceptualized program, activity, or event proves to meet both key elements, staff begins the process of realizing the idea.

COURSE OFFERING:
The Recreation Services Division of the Recreation, Parks & Cultural Services Department believes that low-

impact exercise classes and programs meet the criteria noted above. Such classes not only engage Alpharetta residents of all ages and abilities but also improve their overall physical wellness. Barre is an excellent exercise method for strength conditioning and physical therapy that leaves participants feeling physically, emotionally, and mentally healthy. That said, it should come as no surprise that Staff wishes to add such a class to the list of recreational activities offered. No class would be ideal without an exceptional instructor, and Diana Moll of Alpharetta Barre Club has historically illustrated that her team is well-suited to teach the class.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of selected instructors for the barre classes for the City's 2022-2023 recreational program and direct staff to secure another instructor for the program.
2. To discontinue the implementation of barre classes for residents as part of the City's 2022-2023 recreational program.

VI. ATTACHMENTS:

RPCS Instructor Contract, Negotiated Rate Under $20K (FY23) - Alpharetta Barre Club, LLC

DocuSign Envelope ID: 34ED7780-0023-4B56-A776-1741BE24A45D

CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT, NEGOTIATED RATE UNDER $20,000
FISCAL YEAR 2023

This Contract for instruction services for recreational programs is made and entered into and is effective this 13 day of October, 20 22, by and between Alpharetta Barre Club, LLC, an independent contractor ("Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Park and Cultural Services Department (the "City")**.**

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Alpharetta recreational programs identified below and further described on page(s) N/A of the N/A **Activity Guide** and/or in an Attachment to this Contract (referred to herein as "instructor services"). **Is there such an Attachment to this Contract? Yes_____ No** X

Program Name: Barre Class and events- Advertised at Facility and in monthly newsletter

Program Dates (if not listed in Activity Guide or in an attachment): November 2022- May 2023

Location: Preston Ridge Community Center

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and **not an employee, agent, joint venture or partner of the City**. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity").

   Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

   ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company

   ☐ Limited Partnership ☐ Nonprofit Corporation ☐ Other (insert): _____

   In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s): Diana Moll.

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3. **Contractor Payment Schedule:**
For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The rate shall be $ 35.00 per (check one of the following):

- Class X
- Week _____
- Month _____
- Session _____
- Season _____
- Other (please specify) _____

City will pay Contractor on the following dates:

- monthly
- N/A

4. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

5. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

6. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g. hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program include the following:
All supplies needed

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above)

7. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is 6 participants. The maximum number of participants allowed for the program (per class) is 20 participants. The instructor to student ratio shall be maintained at minimum of 1 to 20 for all classes of the program. If the program participation minimums and/or maximums and/or instructor/student ratios vary per class, please attach additional sheet with detailed information as an Attachment hereto.

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8. Subject to Paragraph 7 above, Contractor will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on ActiveNet, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

9. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

10. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/FirstAid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:
   Barre Instruction training, experience

11. The Contractor is responsible for the supervision, direction and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.

12. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.

13. The Contractor is responsible for sub-contractors completion of Exhibit A Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.

14. Contractor, and its employees, agents and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    a. Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

    b. Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person

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based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

c. Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

(i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

(ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

(iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

d. Best Interests of City. Neither Contractor nor any of its officers, employees, agents or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

e. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

f. Confidentiality**.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or

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thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

(i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

15. Contractor will incur all additional instructor costs, and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

16. Contractor is responsible for set up and removal of all supplies (i.e. tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up, and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

17. Contractor is responsible for the proper disposal of all trash that it may leave or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.

18. City does not guarantee storage for Contractor's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.

19. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.

20. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners and advertisements for programs, even if paid for solely by the Contractor. Contractor is

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prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.

21. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.

22. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Alpharetta Recreation, Parks and Cultural Services ("ARPCS") staff, in conjunction with City of Alpharetta Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Alpharetta area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be posted on the City of Alpharetta website www.alpharetta.ga.us and ARPCS's apps and social media accounts. Whenever possible, program participants will be notified of program cancelations by the City or the Contractor. Program participants may also contact the facility where the program will be held to check on the status of the program. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.

23. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

24. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.

25. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

26. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.

27. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable): N/A

28. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or sub-contractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

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"'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

29. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.

30. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.

31. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

32. Contractor, its officers, employees, agents and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

33. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

34. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

35. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.

36. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

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(ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

(ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

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37. **WAIVER OF LIABILITY AND INDEMNIFICATION**.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "A" prior to their performance of any instructor services pursuant to this Contract.

CONTRACT DATES: November 2022-June 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

By: _____ _____
(Signature) Date

Name: _____

Title: _____

CITY SIGNATURES:

By: _____
Mayor Jim Gilvin Date

Approved as to form and substance:

By: _____ _____
City Attorney Date

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CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT, NEGOTIATED RATE UNDER $20,000

CONTRACTOR INFORMATION:

Legal Business, or Contractor Name _____

Contractor Address _____

_____

SS # or Employee ID # _____

Contact Information Primary Phone _____

Secondary Phone _____

Email _____

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City of Alpharetta Recreation and Parks Department

Instructor Contract

EXHIBIT A – Liability Waiver and Release Form for Sub-Contractors

As noted in the City of Alpharetta Recreation and Parks Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "A") prior to their performance of any instructor services pursuant to this Contract.

WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials.

Signature:_____ Date:_____

Name (Print/Type):_____

Contractor Name:_____ Program:_____

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EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, in

_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2022.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: DEBORAH SNOW: RECREATIONAL ART CLASSES: WATERCOLOR PAINTING
Approval of an Instructor Contract for recreational programs between Deborah Snow and the City of Alpharetta, Georgia.

II. RECOMMENDATION:

Approve, as presented, the Instructor Agreement between the City of Alpharetta and Deborah Snow for the instruction of watercolor art classes for residents of the City of Alpharetta and authorize the Mayor to execute all related documents.

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: $20,000.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Adult Activity Professional Services / Fine Arts 10061450 521200 / RAA06	$20,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

INSTRUCTOR AGREEMENT 2022-2023:
Under the Instructor Contract attached hereto, Deborah Snow would provide instruction for watercolor art classes geared towards active adults in the City's 2022-2023 recreational arts program at an estimated cost to the City of $20,000.00. The class, titled, “Watercolor Painting” would be offered at the Adult Activity Center. Instructor costs are established on a rate-per-hour payment structure at $35.00 per hour. Staff’s total projected cost for the instructor is based upon the current number of classes to be offered at the agreed upon rate and is subject to change should additional classes be needed, or classes canceled due to lack of attendance.

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City’s vision for recreational programs and activities is “inclusion”. Programs and activities should encompass the various demographics of residents and staff works diligently to deliver classes, programs, and events for all ages and abilities. Another key element is that programs and activities should *improve* and not diminish the quality of life for city residents. Once a conceptualized program, activity, or event proves to meet both key elements, Staff begins the process of realizing the idea.

COURSE OFFERING:
The Recreation Services Division of the Recreation, Parks & Cultural Services Department is seeing a surge in interest in art and culture related activities for older adults. This is not surprising as engaging in various forms of art stimulates creativity, may help relieve stress, and leads to a sense of accomplishment. To accommodate

the growing interest, Staff wishes to add watercolor art instruction for active adults to the list of recreational activities offered. Of course, no class would be ideal without an exceptional instructor and Deborah Snow is specifically qualified to provide watercolor instruction to enhance the artistic skills of our older population.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of the selected instructor for the watercolor art classes for the City's 2022-2023 recreational arts program and direct staff to secure another instructor for the program.
2. To discontinue the implementation of a watercolor art class for active adults as part of the City's 2022-2023 recreational arts program.

VI. ATTACHMENTS:

RPCS Instructor Contract, Negotiated Rate Under $20K (FY23) - Deborah Snow

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CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT, NEGOTIATED RATE UNDER $20,000
FISCAL YEAR 2023

This Contract for instruction services for recreational programs is made and entered into and is effective this _____ day of _____, 20 22, by and between Deborah Snow, an independent contractor ("Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Park and Cultural Services Department (the "City")**.**

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Alpharetta recreational programs identified below and further described on page(s) _____ of the _____ **Activity Guide** and/or in an Attachment to this Contract (referred to herein as "instructor services"). **Is there such an Attachment to this Contract? Yes_____ No** X

Program Name: Watercolor Painting

Program Dates (if not listed in Activity Guide or in an attachment): November 2023- June 2023

Location: Adult Activity Center

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and **not an employee, agent, joint venture or partner of the City**. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity").

   Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

   ☒ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company

   ☐ Limited Partnership ☐ Nonprofit Corporation ☐ Other (insert): _____

   In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s): Deborah Snow.

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3. **Contractor Payment Schedule:**
For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The rate shall be $35.00 per (check one of the following):

- Class _____
- Week _____
- Month _____
- Session _____
- Season _____
- Other (please specify) Per Hour

City will pay Contractor on the following dates:

- end of session
- N/A

4. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

5. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

6. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g. hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program include the following:
smocks, if needed

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above)

7. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is 5 participants. The maximum number of participants allowed for the program (per class) is 10 participants. The instructor to student ratio shall be maintained at minimum of 1 to 10 for all classes of the program. If the program participation minimums and/or maximums and/or instructor/student ratios vary per class, please attach additional sheet with detailed information as an Attachment hereto.

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8. Subject to Paragraph 7 above, Contractor will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on ActiveNet, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

9. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

10. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/FirstAid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:
resume, work history, and experience

11. The Contractor is responsible for the supervision, direction and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.

12. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.

13. The Contractor is responsible for sub-contractors completion of Exhibit A Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.

14. Contractor, and its employees, agents and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    a. Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

    b. Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person

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based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

c. Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

(i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

(ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

(iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

d. Best Interests of City. Neither Contractor nor any of its officers, employees, agents or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

e. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

f. Confidentiality**.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or

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thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

(i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

15. Contractor will incur all additional instructor costs, and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

16. Contractor is responsible for set up and removal of all supplies (i.e. tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up, and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

17. Contractor is responsible for the proper disposal of all trash that it may leave or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.

18. City does not guarantee storage for Contractor's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.

19. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.

20. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners and advertisements for programs, even if paid for solely by the Contractor. Contractor is

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prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.

21. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.

22. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Alpharetta Recreation, Parks and Cultural Services ("ARPCS") staff, in conjunction with City of Alpharetta Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Alpharetta area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be posted on the City of Alpharetta website www.alpharetta.ga.us and ARPCS's apps and social media accounts. Whenever possible, program participants will be notified of program cancelations by the City or the Contractor. Program participants may also contact the facility where the program will be held to check on the status of the program. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.

23. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

24. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.

25. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

26. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.

27. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable):

Instructor will be paid $35.00 per hour for each class, including 30 minutes set up and 30 minutes clean up for each class

AAAC will provide painting supplies

28. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or sub-contractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

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"'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

29. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.

30. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.

31. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

32. Contractor, its officers, employees, agents and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

33. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

34. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

35. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.

36. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

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(ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

(ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

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37. **WAIVER OF LIABILITY AND INDEMNIFICATION**.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "A" prior to their performance of any instructor services pursuant to this Contract.

CONTRACT DATES: November 2022- June 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

By:_____ _____
(Signature) Date

Name: _____

Title: _____

CITY SIGNATURES:

By: _____
Mayor Jim Gilvin Date

Approved as to form and substance:

By:_____ _____
City Attorney Date

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CONTRACTOR INFORMATION:

Legal Business, or Contractor Name _____

Contractor Address _____

_____

SS # or Employee ID # _____

Contact Information Primary Phone _____

Secondary Phone _____

Email _____

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City of Alpharetta Recreation and Parks Department

Instructor Contract

EXHIBIT A – Liability Waiver and Release Form for Sub-Contractors

As noted in the City of Alpharetta Recreation and Parks Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "A") prior to their performance of any instructor services pursuant to this Contract.

WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials.

Signature:_____ Date:_____

Name (Print/Type):_____

Contractor Name:_____ Program:_____

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EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, in

_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2022.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Christine Young
Sponsored By: N/A.
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: "AUSSIE KIDS" OF ATLANTA GOLF TRAINING: RECREATIONAL SPORTS CLASSES: YOUTH GOLF ACADEMY

Approval of an Instructor Contract for recreational programs between Aussie Kids of Atlanta Golf Training and the City of Alpharetta, Georgia.

II. RECOMMENDATION:

Approve, as presented, the Instructor Agreement between the City of Alpharetta and Atlanta Golf Training for the instruction of youth golf for the City of Alpharetta's younger residents and authorize the mayor to execute all related documents.

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: $20,000.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
RPCS Athletic Professional Services / Instructional Sports 10061300 521200 / RAL08	$20,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

BACKGROUND:
The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality.

One key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents and staff work diligently to deliver classes, programs, and events for all ages and abilities. Another key element is that programs and activities should *improve* and not diminish the quality of life for city citizens. Once a conceptualized program, activity, or event proves to meet both key elements, staff begins the process of realizing the idea.

COURSE OFFERING:
The Recreation Services Division of the Recreation, Parks & Cultural Services Department believes that recreation sports programs meet the criteria noted above. Sports not only engage the City's youth and adult populations but also promote an active lifestyle and social engagement among residents. At one time, youth golf was added to the list of recreation sports programs but has not been offered in recent years. Lately, staff has received multiple requests from residents to reinstate the program and would like to add youth golf instruction back to the list of recreational activities offered. Of course, no sport would be ideal without exceptional instruction and Aussie Kids offers instructors explicitly qualified to teach the sport of golf to youth through skill development and, well, fun.

INSTRUCTOR AGREEMENT 2022-2023:

Under the Instructor Contract attached hereto, Aussie Kids Golf Academy, a subsidiary of Atlanta Golf Training, would provide instructors to teach the youth golf academy in the City's 2022-2023 recreational sports program at an estimated cost to the City of $20,000.00. The camps, titled, “Aussie Kids Gold Academy” will be offered all year long at the Wills Park Recreation Center Gymnasium. Instructor costs are established on a percentage-per-registration-rate payment structure at 75% of the registration rate. Staff’s total projected cost for the instructors is based upon the current number of classes to be offered at the agreed upon registration rate and is subject to change pending the number of registrants.

V. ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of the selected instructors for the youth golf instruction for the City’s 2022-2023 recreational sports program and direct staff to secure another instructor for the program.
2. To deny reinstating youth golf instruction classes as part of the City’s 2022-2023 recreational sports program.

VI. ATTACHMENTS:

RPCS Instructor Contract Negotiated Rate Under $20K (FY23) - Aussie Kids

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CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT UNDER $20,000
FISCAL YEAR 2023

This Contract for instruction services for recreational programs is made and entered into and is effective this 19 day of October, 2022, by and between Atlanta Golf Training, LLC d/b/a Aussie Kids Golf Academy an independent contractor ("Contractor"), and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, by and through the City of Alpharetta Recreation, Parks and Cultural Services Department (the "City")**.**

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Alpharetta recreational programs identified below and further described on page(s) NA of the NA **Activity Guide** and/or in an Attachment to this Contract (referred to herein as "instructor services"). **Is there such an Attachment to this Contract? Yes_____ No** X

Program Name: Aussie Kids Golf Academy

Program Dates (if not listed in Activity Guide or in an attachment): Fall, Winter, Spring and Summer 2022/2023

Location: Wills Park Recreation Center Gymnasium

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and **not an employee, agent, joint venture or partner of the City**. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity").

   Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

   ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company

   ☐ Limited Partnership ☐ Nonprofit Corporation ☐ Other (insert): _____

   In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program David Bell.

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3. For performance of the instructor services provided hereunder, the City agrees to pay Contractor seventy-five percent (75%) of the registration revenue for the program (per session) instructed by the Contractor ("Contractor's Fee"). Contractor's Fee is calculated by multiplying the resident registration fee by the number of registered participants, and then multiplying such sum by .75 (75%).

   Family discounts given to participants, if any, will be absorbed by the Contractor. City of Alpharetta employee discounts and program scholarships, if any, will be absorbed by the City.

   Contractor's Fee will be calculated by the City after the fourth full week of class; disbursements to instructors on Friday of the fifth week. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Contractor's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

   Contractor Payment Schedule:

   Contractor shall be paid Contractor's Fee in accordance with one of the following payment schedules (A, B, C, or D) based on the criteria listed:

   A. If Contractor is not a legal entity, payment shall be made in full at the end of each session.

   B. If Contractor is a legal entity and instructs a program with a five-week or less session, payment shall be made in full at the end of each session.

   C. If Contractor is a legal entity and instructs a program that meets once per month or quarter, contractor shall be paid in full at the completion of the program each month or quarter.

   D. If Contractor is a legal entity and instructs a program with a ten-week or more session, Contractor shall select payment Option 1 or Option 2 below (Please Check Box for Selected Option):

☒ OPTION 1:
- First Payment: 50% of calculated amount – midway point of session
- Last Payment: 50% of calculated amount (balance due) – end of session

☐ OPTION 2:
- One payment: 100% of calculated amount – end of session

"End of each session" is defined as the first Saturday following the last class of the session. City submits check requests to the Finance Department at the end of each session. Allow up to ten (10) business days for processing. Current vendor information as required by the City's Finance Department must be on file with the Finance Department in order to ensure prompt payment.

4. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

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5. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

6. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g. hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair or replacement of existing equipment, etc.) Supplies that Contractor will purchase and provide for the program include the following:

   All supplies necessary to run classes/camps

   (If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above)

7. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is 4 participants. The maximum number of participants allowed for the program (per class) is 12 participants. The instructor to student ratio shall be maintained at minimum of 1 to 6 for all classes of the program. If the program participation minimums and/or maximums and/or instructor/student ratios vary per class, please attach additional sheet with detailed information as an Attachment hereto.

8. Subject to Paragraph 7 above, Contractor will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on ActiveNet, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

9. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

10. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/FirstAid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

    CPR/First Aid & AED

11. The Contractor is responsible for the supervision, direction and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.

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12. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.

13. The Contractor is responsible for sub-contractors completion of Exhibit A Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.

14. Contractor, and its employees, agents and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    a. Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.

    b. Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

    c. Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

        (i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

        (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

        (iii) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

    d. Best Interests of City. Neither Contractor nor any of its officers, employees, agents or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

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e. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

f. Confidentiality**.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

(i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

(ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

(iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

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15. Contractor will incur all additional instructor costs, and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

16. Contractor is responsible for set up and removal of all supplies (i.e. tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up, and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

17. Contractor is responsible for the proper disposal of all trash that it may leave or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.

18. City does not guarantee storage for Contractor's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.

19. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.

20. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners and advertisements for programs, even if paid for solely by the Contractor. Contractor is prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.

21. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.

22. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Alpharetta Recreation, Parks and Cultural Services ("ARPCS") staff, in conjunction with City of Alpharetta Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Alpharetta area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be posted on the City of Alpharetta website www.alpharetta.ga.us and ARPCS's apps and social media accounts. Whenever possible, program participants will be notified of program cancelations by the City or the Contractor. Program participants may also contact the facility where the program will be held to check on the status of the program. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.

23. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

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24. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.

25. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

26. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.

27. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable):

NA

28. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or sub-contractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

> "'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

29. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.

30. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.

31. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

32. Contractor, its officers, employees, agents and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

33. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

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34. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

35. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties.

36. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

        (ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

    b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

        (i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

        (ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

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(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

37. **WAIVER OF LIABILITY AND INDEMNIFICATION**.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

DocuSign Envelope ID: E7E8AE83-E2CF-4585-9BC1-1A1961E2F542

CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
INSTRUCTOR CONTRACT UNDER $20,000

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "A" prior to their performance of any instructor services pursuant to this Contract.

CONTRACT DATES: November 8, 2022 - June 30, 2023

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

By:_____ _____
(Signature) Date

Name:_____
(Print)

Title: _____

CITY SIGNATURES:

By:_____ _____
Mayor Jim Gilvin Date

Approved as to form and substance:

By:_____ _____
City Attorney Date

CONTRACTOR INFORMATION:

Legal Business, or Contractor Name _____

Contractor Address _____

_____

SS # or Employee ID # _____

Contact Information

Primary Phone_____

Secondary Phone_____

Email_____

DocuSign Envelope ID: E7E8AE83-E2CF-4585-9BC1-1A1961E2F542

City of Alpharetta Recreation and Parks Department

Instructor Contract

EXHIBIT A – Liability Waiver and Release Form for Sub-Contractors

As noted in Item # 37 of the City of Alpharetta Recreation and Parks Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "A") prior to their performance of any instructor services pursuant to this Contract.

WAIVER OF LIABILITY AND INDEMNIFICATION.

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Alpharetta, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Contractor hereby gives the City of Alpharetta permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them, and will verify same in writing to City officials.

Signature:_____ Date:_____

Name (Print/Type):_____

Contractor Name:_____ Program:_____

DocuSign Envelope ID: E7E8AE83-E2CF-4585-9BC1-1A1961E2F542

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta, Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

City of Alpharetta, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2022, in

_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2022.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**ATLANTA GOLF TRAINING, LLC**	Control Number:	**10009951**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**700 Miami Circle, Atlanta, GA, 30324**	Date of Formation / Registration Date:	**2/8/2010**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2022**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Ludwig, Ellen**
Physical Address:	**140 Douglas Fir Court, Alpharetta, GA, 30022, USA**
County:	**Fulton**

Back Filing History Name History Return to Business Search

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Report a Problem?

STAFF REPORT

Submitting Department: Community & Economic Development
Submitted By: Kathi Cook
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: QUITCLAIM DEED: HAYNES BRIDGE SLOPE AND DRAINAGE EASEMENT RELEASE AT LAKEVIEW PARK
APPROVAL OF A QUITCLAIM DEED OF RELEASE BETWEEN THE CITY OF ALPHARETTA, GEORGIA, AND LWV TPA GA 400, LLC

II. RECOMMENDATION:

Approve the execution of the Quitclaim Deed releasing City interest in the property being developed as Lakeview Park and authorize the Mayor to sign all necessary documents.

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: THERE ARE NO NEGATIVE FISCAL IMPACTS TO THE CITY ASSOCIATED WITH THE REQUESTED ACTION. AS THE CITY WILL NO LONGER HOLD RESPONSIBILITY FOR MAINTAINING THE INFRASTRUCTURE IN THIS LOCATION, THE CITY WILL EXPERIENCE A MINOR DECREASE IN FUTURE COSTS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

During the construction of Haynes Bridge Road, easements were secured for the construction and maintenance of drainage conveyances and slopes beyond the rights-of-way. This Quitclaim deed is releasing the City interest in the property currently being developed as Lakeview Park by TPA along Haynes Bridge Road, between Lakeview Parkway and GA400.

Stormwater management features will be incorporated into the overall stormwater management plan for the adjoining development project and will be maintained as part of that project. As such, there is no negative impact to the City or infrastructure serving the public resulting from the requested action.

V. ALTERNATIVES:

The City could choose to not approve the Quitclaim Deed and direct Staff to maintain the existing infrastructure. This would, however, result in reduced sidewalk amenities for use by the public than what would be provided if the property is incorporated into the private development project.

VI. ATTACHMENTS:

Quitclaim Deed Lakeview Easement

WHEN RECORDED RETURN TO:
Goggans, Stutzman, Hudson, Wilson & Mize, LLP
990 Hammond Drive, Suite 300
Atlanta, Georgia 30328
File #A7117

Cross Reference:
Deed Book 16950, page 064,
and
Plat Book 450, Page 51-55
Fulton County, Georgia
Records

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED OF RELEASE

THIS INDENTURE, is made the _____ day of _____, 2022**,** between **THE CITY OF ALPHARETTA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA,** as party of the first part, hereinafter called Grantor, and **LWV TPA GA 400 LLC, A DELAWARE LIMITED LIABILITY COMPANY**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one ($1.00) Dollar and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all of its rights and privileges with respect to the easement for the construction and maintenance of drainage and slopes (the "**Easement Rights**") created by and under that certain Right of Way Deed dated July 14, 1993, by Metropolitan Life Insurance Company, as grantor, and Grantor hereunder, as grantee, recorded at Deed Book 16950, Page 64, Fulton County, Georgia Records ("**ROW Deed**"), and that certain Final Subdivision Plat of Lot 4D – Georgia 400 Center, recorded at Plat Book 450, Pages 51-55, Fulton County, Georgia Records (the "**Plat**") insofar as said Easement Rights and privileges pertain to the following real property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 753, 752, 745 and

744, 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described in **Exhibit A,** attached hereto and incorporated herein (the "**Property**").

The purpose of this document is to terminate and release the Property from the Easement Rights (being any slope and drainage easement rights and any maintenance requirements of Grantor in the Property) by virtue of the ROW Deed and the Plat.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

SIGNATURE PAGE TO QUITCLAIM DEED OF RELEASE

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

CITY OF ALPHARETTA
A municipal corporation of the State of Georgia

BY: _____(SEAL)
JIM GILVIN, Mayor

Approved as to form:

_____
Molly Esswein, City Attorney

EXHIBIT A

DESCRIPTION OF PROPERTY
GA 400 CENTER / LAKEVIEW PARK / TECH 360
LOT 4D-OVERALL

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 744, 745, 752 & 753 OF THE 1ST DISTRICT, 2ND SECTION, CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN PLACED (1/2" REBAR W/CAP) LOCATED AT THE MOST SOUTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W, PLAT BOOK 209, PAGE 41) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W) AND PROCEED IN A SOUTHEASTERLY AND SOUTHWESTERLY DIRECTION ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W) THE FOLLOWING COURSE AND DISTANCES:

1) 56.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4507.13 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 27°40'41" EAST, 56.63 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP);
2) THENCE SOUTH 33°32'09" EAST FOR A DISTANCE OF 92.95 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP);
3) THENCE SOUTH 63°50'42" WEST FOR A DISTANCE OF 9.01 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP);
4) THENCE 364.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4509.13 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 23°49'43" EAST, 364.68 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF GEORGIA 400 (VARIABLE R/W, PROJECT NO. APD-F-056-I(6)); THENCE DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W) AND PROCEED IN A SOUTHWESTERLY & SOUTHERLY DIRECTION ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF GEORGIA 400 (VARIABLE R/W) THE FOLLOWING COURSE AND DISTANCES:

1) SOUTH 39°23'33" WEST FOR A DISTANCE OF 53.11 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
2) THENCE SOUTH 02°53'30" WEST FOR A DISTANCE OF 113.88 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
3) THENCE SOUTH 27°29'06" WEST FOR A DISTANCE OF 66.46 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
4) THENCE SOUTH 77°33'49" WEST FOR A DISTANCE OF 135.42 FEET TO AN IRON PIN FOUND (7/8" OPEN TOP PIPE);
5) THENCE SOUTH 76°59'48" WEST FOR A DISTANCE OF 122.49 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
6) THENCE SOUTH 60°55'26" WEST FOR A DISTANCE OF 90.77 FEET TO A CONCRETE

RIGHT-OF-WAY MONUMENT FOUND;
7) THENCE SOUTH 28°21'35" WEST FOR A DISTANCE OF 248.66 FEET TO AN IRON PIN FOUND (3/4" SQUARE ROD);
8) THENCE SOUTH 28°07'18" WEST FOR A DISTANCE OF 493.06 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
9) THENCE SOUTH 67°55'34" WEST FOR A DISTANCE OF 233.45 TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
10) THENCE SOUTH 60°45'04" WEST FOR A DISTANCE OF 114.02 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT FOUND;
11) THENCE SOUTH 65°05'28" WEST FOR A DISTANCE OF 4.60 FEET TO AN IRON PIN FOUND (3/8" SQUARE ROD);
12) THENCE SOUTH 64°06'50" WEST FOR A DISTANCE OF 296.05 FEET TO AN IRON PIN FOUND (1-1/8" CRIMPED TOP PIPE) ON THE SOUTHERLY LINE OF LAND LOT 744 (SAID LINE BEING COMMON TO LAND LOTS 743 & 744);

THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF GEORGIA 400 AND PROCEED NORTH 87°59'14" WEST ALONG THE SOUTHERLY LINE OF LAND LOT 744 (SAID LINE BEING COMMON TO LAND LOTS 743 & 744) FOR A DISTANCE OF 814.59 FEET TO AN IRON PIN FOUND (5/8" OPEN TOP PIPE) LOCATED AT THE SOUTHWESTERLY CORNER OF LAND LOT 744 (SAID CORNER BEING COMMON TO LAND LOTS 699, 700, 743 & 744); THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF LAND LOT 744 (SAID LINE BEING COMMON TO LAND LOTS 699 & 744) THE FOLLOWING COURSES AND DISTANCES:

1) NORTH 00°48'49" EAST FOR A DISTANCE OF 833.90 FEET TO AN IRON PIN FOUND (1/2" OPEN TOP PIPE WITH CAP & TACK);
2) THENCE NORTH 02°18'29" EAST FOR A DISTANCE OF 435.55 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP);

THENCE DEPARTING THE WESTERLY LINE OF LAND LOT 744 (SAID LINE BEING COMMON TO LAND LOTS 699 & 744) AND PROCEED SOUTH 60°04'16" EAST FOR A DISTANCE OF 305.89 FEET TO A POINT; THENCE SOUTH 39°44'27" EAST FOR A DISTANCE OF 9.36 FEET TO A POINT; THENCE NORTH 44°20'42" EAST FOR A DISTANCE OF 175.28 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE SOUTH 16°52'44" WEST FOR A DISTANCE OF 214.39 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE 47.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 62.28 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 40°55'03" EAST, 45.92 FEET TO A POINT; THENCE
103.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 89.75 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 29°33'09" EAST, 97.75 FEET TO A POINT; THENCE 72.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 80.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 22°36'11" EAST, 70.25 FEET TO A POINT; THENCE 138.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 122.66 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 80°53'18" EAST, 130.87 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE SOUTH 48°07'16" EAST

FOR A DISTANCE OF 205.89 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 41°52'44" EAST FOR A DISTANCE OF 294.00 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 48°07'16" WEST FOR A DISTANCE OF 326.08 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE 94.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 83.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 15°37'16" WEST, 89.19 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 16°52'44" EAST FOR A DISTANCE OF 170.47 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP); THENCE NORTH 35°42'05" EAST FOR A DISTANCE OF 27.82 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP);THENCE NORTH 83°13'01" EAST FOR A DISTANCE OF 47.47 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP) ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W, PLAT BOOK 209, PAGE 41); THENCE IN A SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY RIGHT-OF WAY LINE OF SAID LAKEVIEW PARKWAY (100' R/W, PLAT BOOK 209, PAGE 41) THE FOLLOWING COURSES AND DISTANCES:

1) 751.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 632.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 84°02'08" EAST, 708.06 FEET TO A POINT;
2) THENCE NORTH 49°59'53" EAST FOR A DISTANCE OF 160.00 FEET TO A POINT;
3) THENCE 215.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4818.16 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 51°16'53" EAST, 215.81 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP) ON THE MOST NORTHERLY MARGIN OF THE CURVED INTERSECTION FORMED BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAKEVIEW PARKWAY (100' R/W, PLAT BOOK 209, PAGE 41) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HAYNES BRIDGE ROAD (VARIABLE R/W);

THENCE ALONG SAID CURVED INTERSECTION 173.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 77°44'12" EAST, 152.53 FEET TO AN IRON PIN PLACED (1/2” REBAR W/CAP) AND THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL CONTAINING 48.71676 ACRES OR 2,122,102 SQUARE FEET.

STAFF REPORT

Submitting Department: Community & Economic Development
Submitted By: Kathi Cook
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: QUITCLAIM DEED: SLOPE AND DRAINAGE EASEMENT RELEASE AT THE GATHERING

APPROVAL OF A QUITCLAIM DEED OF RELEASE BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND BB MORRISON PARK, LLC.

II. RECOMMENDATION:

Approve execution of the Quitclaim Deed releasing City interest in the property being developed as The Gathering and authorize the Mayor to sign all necessary documents.

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: THERE ARE NO NEGATIVE FISCAL IMPACTS TO THE CITY ASSOCIATED WITH THE REQUESTED ACTION. AS THE CITY WILL NO LONGER HOLD RESPONSIBILITY FOR MAINTAINING THE INFRASTRUCTURE IN THIS LOCATION, THE CITY WILL EXPERIENCE A MINOR DECREASE IN FUTURE COSTS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

During the construction of Haynes Bridge Road, easements were secured for the construction and maintenance of drainage conveyances and slopes beyond the rights-of-way. This Quitclaim deed is releasing the City interest in the property currently being developed as The Gathering by BB Morrison Park LLC along Haynes Bridge Road, between Morrison Parkway and Rainwater Drive.

Stormwater management features will be incorporated into the overall stormwater management plan for the adjoining development project and will be maintained as part of that project. As such, there is no negative impact to the City or infrastructure serving the public resulting from the requested action.

V. ALTERNATIVES:

The City could choose to not approve the Quitclaim Deed and direct Staff to maintain the existing infrastructure. This would, however, result in reduced sidewalk amenities for use by the public than what would be provided if the property is incorporated into the private development project.

VI. ATTACHMENTS:

QCD -The Gathering

WHEN RECORDED RETURN TO:
Goggans, Stutzman, Hudson, Wilson & Mize, LLP
990 Hammond Drive, Suite 300
Atlanta, Georgia 30328
File #A7117

Cross Reference:
Deed Book 17133, page 319
Fulton County, Georgia Record

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED OF RELEASE

THIS INDENTURE, Made the ____ day of **_____, 2022,** between **THE CITY OF ALPHARETTA, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA,** as party of the first part, hereinafter called Grantor, and **BB MORRISON PARK, LLC, A DELAWARE LIMITED LIABILITY COMPANY,** as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one ($1.00) Dollar and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all of its rights and privileges under that certain easement instrument, to Grantor, recorded in Fulton County, Georgia public records (the "Agreement") insofar as said rights and privileges pertain to the following real property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 745 and 746, 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Property").

The purpose of this document is to terminate and release the Property from any slope and drainage easement rights and any maintenance requirements of Grantor in the Property by virtue of that certain Agreement, dated July 15, 1993, recorded at Deed Book 17133, Pages 319-320, Fulton County, Georgia records.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

SIGNATURE PAGE TO QUITCLAIM DEED OF RELEASE

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

CITY OF ALPHARETTA
A municipal corporation of the State of Georgia

BY: _____**(SEAL)**
JIM GILVIN, Mayor

Approved as to form:

_____
Molly Esswein, City Attorney

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 745 AND 746, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIN FOUND AT THE CORNER COMMON TO LAND LOTS 697, 698, 745 AND 746; RUN THENCE ALONG THE WEST LINE OF LAND LOT 746 (BEING THE EAST LINE OF LAND LOT 697) NORTH 00 DEGREES 45 MINUTES 55 SECONDS EAST A DISTANCE OF 110.30 FEET TO AN IRON PIN PLACED; LEAVING SAID LAND LOT LINE, RUN THENCE SOUTH 88 DEGREES 16 MINUTES 35 SECONDS EAST A DISTANCE OF 290.41 FEET TO AN IRON PIN FOUND; RUN THENCE NORTH 15 DEGREES 07 MINUTES 02 SECONDS EAST A DISTANCE OF 836.39 FEET TO AN IRON PIN FOUND; RUN THENCE NORTH 74 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 20.00 FEET TO AN IRON PIN PLACED; RUN THENCE NORTH 15 DEGREES 07 MINUTES 12 SECONDS EAST A DISTANCE OF 125.00 FEET TO AN IRON PIN PLACED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HAYNES BRIDGE ROAD (60-FOOT RIGHT OF WAY); RUN THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HAYNES BRIDGE ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 764.52 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 32 DEGREES 41 MINUTES 52 SECONDS EAST A CHORD DISTANCE OF 763.54 FEET AND HAVING A RADIUS OF 4368.09 FEET) TO A POINT AND (2) SOUTH 37 DEGREES 40 MINUTES 23 SECONDS EAST A DISTANCE OF 644.52 FEET TO AN IRON PIN PLACED AT THE INTERSECTION OF SAID SOUTHWESTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF MORRISON PARKWAY (80-FOOT RIGHT OF WAY); RUN THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MORRISON PARKWAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 52 DEGREES 17 MINUTES 39 SECONDS WEST A DISTANCE OF 241.79 FEET TO A POINT, (2) ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 955.27 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 71 DEGREES 56 MINUTES 39 SECONDS WEST A CHORD DISTANCE OF 936.65 FEET AND HAVING A RADIUS OF 1392.39 FEET) TO A POINT, AND (3) NORTH 88 DEGREES 24 MINUTES 21 SECONDS WEST A DISTANCE OF 258.84 FEET TO AN IRON PIN PLACED AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE AND THE WEST LINE OF LAND LOT 745 (BEING THE EAST LINE OF LAND LOT 698; RUN THENCE ALONG SAID LAND LOT LINE NORTH 01 DEGREES 08 MINUTES 55 SECONDS EAST A DISTANCE OF 548.90 FEET TO AN IRON PIN FOUND AT THE CORNER COMMON TO LAND LOTS 697, 698, 745 AND 746 AND THE POINT OF BEGINNING; SHOWN AS CONTAINING 25.3797 ACRES ON THAT CERTAIN PLAT OF SURVEY ENTITLED "SURVEY FOR W. LEE MORRISON, JR.", PREPARED BY GA. LAND SURVEYING CO., INC., BEARING THE SEAL OF JOSH L. LEWIS, III, DATED MARCH 4, 1982.

TOGETHER WITH:

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 24.759 ACRES LYING AND BEING IN LAND LOTS 745 & 746 OF THE 1ST DISTRICT, 2ND SECTION, IN THE CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 697, 698, 745, & 746 BEING 1 INCH OPEN TOP PIPE, SAID REBAR BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LAND LOT LINE OF LAND LOT 746 NORTH 00 DEGREES 46 MINUTES 21 SECONDS EAST A DISTANCE OF 110.23 FEET TO A 1/2 INCH REBAR FOUND;

THENCE LEAVING SAID LAND LOT LINE SOUTH 88 DEGREES 53 MINUTES 27 SECONDS EAST A DISTANCE OF 289.25 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE;

THENCE NORTH 14 DEGREES 28 MINUTES 20 SECONDS EAST A DISTANCE OF 835.76 FEET TO A 1 & 1/2 INCH OPEN TOP PIPE;

THENCE NORTH 73 DEGREES 55 MINUTES 10 SECONDS WEST A DISTANCE OF 20.23 FEET TO A 1/2 INCH REBAR FOUND;

THENCE NORTH 14 DEGREES 27 MINUTES 48 SECONDS EAST A DISTANCE OF 125.00 FEET TO A 1/2 INCH REBAR SET ON THE RIGHT OF WAY MARGIN OF HAYNES BRIDGE ROAD (R/W VARIES);

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 764.40 FEET WITH A RADIUS OF 4368.09 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 33 DEGREES 15 MINUTES 12 SECONDS EAST AND A DISTANCE OF 763.43 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 364.01 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST A DISTANCE OF 100.39 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 38 DEGREES 26 MINUTES 19 SECONDS EAST A DISTANCE OF 150.40 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 09 DEGREES 49 MINUTES 03 SECONDS WEST A DISTANCE OF 49.49 FEET TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF MORRISON PARKWAY;

THENCE ALONG THE RIGHT OF WAY MARGIN OF MORRISON PARKWAY SOUTH 52 DEGREES 45 MINUTES 19 SECONDS WEST A DISTANCE OF 184.61 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 55 DEGREES 52 MINUTES 04 SECONDS WEST A DISTANCE OF 114.63 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 313.56 FEET WITH A RADIUS OF 1315.85 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 41 MINUTES 38 SECONDS WEST AND A DISTANCE OF 312.82 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 69 DEGREES 31 MINUTES 41 SECONDS WEST A DISTANCE OF 23.93 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 297.01 FEET WITH A RADIUS OF 1291.19 FEET AND BEING SUBTENDED BY A

CHORD WITH A BEARING OF SOUTH 76 DEGREES 06 MINUTES 31 SECONDS WEST AND A DISTANCE OF 296.36 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN SOUTH 08 DEGREES 29 MINUTES 15 SECONDS EAST A DISTANCE OF 3.91 FEET TO A CONCRETE MONUMENT FOUND;

THENCE ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 212.48 FEET WITH A RADIUS OF 1389.20 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 86 DEGREES 33 MINUTES 58 SECONDS WEST AND A DISTANCE OF 212.27 FEET TO A 1/2 INCH REBAR SET;

THENCE ALONG SAID RIGHT OF WAY MARGIN NORTH 89 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 259.08 FEET TO A NAIL SET AT THE WESTERLY LAND LOT LINE OF LAND LOT 745;

THENCE LEAVING SAID RIGHT OF WAY MARGIN AND ALONG SAID LAND LOT LINE NORTH 00 DEGREES 30 MINUTES 56 SECONDS EAST A DISTANCE OF 545.62 FEET TO A 1 INCH OPEN TOP FOUND, SAID OPEN TOP BEING THE POINT OF BEGINNING.

BEING PROPERTY SHOWN ON THAT CERTAIN PLAT OF SURVEY BY GA LAND SURVEYOR, LLC PREPARED BY WARREN GREY HUNTER, G.R.L.S. NO. 3010, JOB NUMBER 20-221, FOR BROCK BUILT HOMES, LLC DECEMBER 8, 2020, LAST REVISED FEBRUARY 2, 2022, INCORPORATED HEREIN BY THIS REFERENCE.

STAFF REPORT

Submitting Department: Community & Economic Development
Submitted By: Kathi Cook
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT: THE GATHERING COORDINATED WATER UTILITY OPERATION AND PUBLIC STREET MAINTENANCE

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA FOR COORDINATED WATER UTILITY OPERATION AND MAINTENANCE WITHIN PUBLIC ROADWAYS AND ENVIRONS AT THE GATHERING ALPHARETTA DEVELOPMENT.

II. RECOMMENDATION:

Approve the Intergovernmental Agreement between Fulton County, Georgia and the City of Alpharetta, Georgia for coordinated water utility operation and maintenance within public roadways and environs at The Gathering Alpharetta development and authorize the Mayor to execute all necessary documents.

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: THIS AGREEMENT SHOULD HAVE NO NEGATIVE FISCAL IMPACT ON THE CITY. THE ASSOCIATED PRIVATE DEVELOPMENT AGREEMENT PLACES ALL MAINTENANCE OF THESE STREETS ON THE PROPERTY OWNERS ASSOCIATION.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Gathering development has specific streetscape design requirements such as large planting strips to encourage tree-lined streets and shallow building setbacks, creating storefront pedestrian boulavards. These requirements have necessitated locating the waterline within the roadbed of the development streets. Fulton County Public Works policies currently do not allow waterlines under roads due to their capacity to make repairs to the roadway.

To address Fulton County's concern, this agreement limits the county's responsibility to repair the utility service, backfilling the trench and capping the repair with concrete, as required by the City's standard detail. The asphalt topping will then be the responsibility of the City of Alpharetta. A separate agreement is being executed with BB MORRISON PARK LLC, the developer of The Gathering, and its successors and assigns to complete any restoration necessitated by repairs to County facilities.

V. ALTERNATIVES:

VI. ATTACHMENTS:

IGA The Gathering Development Alpharetta and FulCo Water Failure Street Repair (FINAL), Ex A - Site Plan

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA, AND
THE CITY OF ALPHARETTA, GEORGIA, FOR
COORDINATED WATER UTILITY OPERATION AND MAINTENANCE
WITHIN PUBLIC ROADWAYS AND ENVIRONS AT
THE GATHERING ALPHARETTA DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of ____ day of _____, 2022, by and between **CITY OF ALPHARETTA, GEORGIA** (hereinafter the "CITY"), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA (**hereinafter the "COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both the CITY and the COUNTY.

WHEREAS, the CITY desires to improve the live/work environment of its citizens by promoting more concentrated residential and commercial areas and providing greater community open and green space; and

WHEREAS, the CITY, by promoting such concentrated development, recognizes that utilities will be required to be located in The Gathering Alpharetta Development, a 25-acre mixed-use master planned development located at the corner of Haynes Bridge Road and Morrison Parkway, Alpharetta, Georgia (the "Development"), in areas including below paved public roadways (see the project Site Plan attached hereto as "Exhibit A"), areas not previously permitted due to the greater expense for repairs required from potential failures of the utilities (e.g., potable water system); and

WHEREAS, the CITY realizes such developments will result in significantly increased property values and associated general fund tax revenue; and

WHEREAS, the CITY realizes that such utilities experience failures from both natural and man-made causes from time to time; and

WHEREAS, the COUNTY does not wish the additional risk associated with failures of such utilities placed below paved public roadway areas in the Development, as depicted on Exhibit A, to become the responsibility of the abutting private property owners or the underlying utility owner; and

WHEREAS, the COUNTY is the water utility owner and provides potable water for domestic and fire protection use to the property owners in the Development; and

WHEREAS, the COUNTY has the facilities, equipment and staff to diligently and rapidly make repairs to its water system when failures occur; and

WHEREAS, the CITY maintains the public roadways in the Development and has the facilities, equipment and staff to diligently and rapidly make repairs to its paved roadways when failures occur; and

WHEREAS, the COUNTY does not own or operate any paved roadways in the Development, and does not have adequate facilities, equipment or staff to rapidly make repairs to roadway failures; and

WHEREAS, the COUNTY and CITY desire to enter into an Intergovernmental Agreement ("IGA") wherein they each assume appropriate responsibility for maintenance of their individually owned and maintained infrastructure (i.e., Roadways for CITY and Water System for COUNTY) in the Development when failures occur in areas where the Parties permit COUNTY Water System components to be placed or exist under the CITY'S paved public roadways; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of the Parties and their citizens by coordinating the operation and maintenance of these public infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements and maintenance including roadways and water infrastructure in the Development.

II. CITY and COUNTY RESPONSIBILITIES.

1. Where water system infrastructure is installed under paved roadways in the Development, at the request or requirement of CITY, COUNTY's responsibility for repairs to infrastructure and environs due to a failure or required maintenance to COUNTY's water infrastructure shall be limited to repair of COUNTY's water infrastructure, stabilization and backfill of any required excavation and a concrete cap finished at the roadway subgrade level in the Development.

2. The COUNTY shall exercise diligence in repair of water system components including temporary repairs to maintain transportation capabilities of public roadways in the Development.

3. All other repair of the public roadway and environs shall be the responsibility of the CITY.

III. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

IV. TERM. This IGA shall be effective upon execution by both Parties and continue until 12/31/2072, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

V. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating Party gives ninety (90) days' prior written notice to the other Party.

3. Upon termination, the responsibilities of each Party shall be to continue to maintain their respectively owned infrastructure and neither Party shall be obligated to the other Party for damages caused by the failure of its infrastructure to the other Party's infrastructure.

VI. MISCELLANEOUS.

A. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them regarding the subject matter hereof, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and the CITY, and then such amendment, modification, termination, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia,

without regard to any conflict of laws rules.

C. **Limitation on liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.

D. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, the COUNTY and the City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute valid obligations with respect to it, will be legally binding upon the same and will be enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

E. **No Conflicting Agreements**. The execution, delivery and performance of this IGA does not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY or the CITY are a Party or which purports to be binding upon said parties.

Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY or the CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

F. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of both the COUNTY and the CITY**.** Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

G. **No Third-Party Beneficiaries**. This IGA is made between and limited to the COUNTY and the CITY and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and the CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

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

I. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.

J. **Survival of Representations**. All terms, conditions, covenants, and warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the Parties.

K. **Notices**. Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To Fulton County:

County Manager
Fulton County Government
141 Pryor Street, S.W
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

Director
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

To City of Alpharetta:

Mayor
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

L. **Severability Clause**. In the event that any provision of this IGA shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

City of Alpharetta

By: _____
Jim Gilvin, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By:_____
City Attorney

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By:_____
Y. Soo Jo
County Attorney

EXHIBIT A

SITE PLAN LEGEND:

PROPOSED PROPERTY LINES

PUBLIC STREETS

HAYNES BRIDGE ROAD
(RIGHT OF WAY VARIES)
DB 16950, PG 189
45 MPH POSTED

PUBLIC STREETS (TYP)

PUBLIC STREETS (TYP)

PUBLIC STREETS (TYP)

MORRISON PARKWAY
(RIGHT OF WAY VARIES)
DB 7915 PG 120 / DB 16950, PG 189
40 MPH POSTED

MORRISON PARKWAY
(RIGHT OF WAY VARIES)
DB 7915 PG 120 / DB 16950, PG 189
40 MPH POSTED

LAKEVIEW PARKWAY

RAINWATER DRIVE

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300

THE GATHERING - PUBLIC STREETS

10-5-2022

Kimley»Horn

K:\ALP_PRJ\013404004_Morrison Pkwy\CAD\Exhibits\2022-10-05 - Public Street Exhibit\2022-10-05 - The Gathering Public Roads.dwg 11x17 Oct 05, 2022 10:41pm by: mark.putnam

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT © KIMLEY-HORN AND ASSOCIATES, INC., 2017

STAFF REPORT

Submitting Department: Community & Economic Development
Submitted By: Kathi Cook
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: PRIVATE DEVELOPMENT AGREEMENT: THE GATHERING
APPROVAL OF A PRIVATE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND BB MORRISON PARK LLC.

II. RECOMMENDATION:

Approve the execution of the Private Development Agreement between BB Morrison Park and the City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents.

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: THIS AGREEMENT ASSIGNS MAINTENANCE RESPONSIBILITY FOR STREETS WITHIN THE GATHERING TO THE PROPERTY OWNERS ASSOCIATION. THERE SHOULD BE NO NEGATIVE FISCAL IMPACTS ON THE CITY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

This private development agreement provides for the maintenance of streets within The Gathering development by BB Morrison Park LLC, and its assessors and assigns.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Morrison Park - Private Development Agreement_GSHWM 10-25-22

After recording, please return to:

Re: Tax Parcel No. 12 271007450325

STATE OF GEORGIA
COUNTY OF FULTON

PRIVATE DEVELOPMENT AGREEMENT

This Private Development Agreement (the **"Agreement")** is entered into this_____ day of _____, 2022, by and between the **CITY OF ALPHARETTA,** a municipal corporation of the State of Georgia (the **"City")**, and **BB MORRISON PARK LLC,** a Delaware limited liability company **("BBMP").**

WITNESSETH:

WHEREAS, BBMP is the owner of that certain 24.75 acres, more or less, of real property situated in Land Lots 745 and 746 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, having a tax parcel identification number of 12 271007450325, and being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the **"Property"**); and

WHEREAS, on __August 2_____, 2021, pursuant to Z-21-05 / V-21-13 Morrison Park / The Mix, the Mayor and Council rezoned the Property to MU (mixed use) with conditions for the construction of a mixed-use development known as The Gathering Alpharetta (the **"Project"**); and

WHEREAS, BBMP intends to form a property owners' association (the **"Association"**) for the Project and subject the Property to a Declaration of Covenants, Easements and Restrictions, or other document of like effect, to be executed by BBMP as Declarant, and to be recorded in the real property records of Fulton County, Georgia (the **"Declaration");** and

WHEREAS, the Declaration shall be subject to this Agreement and BBMP, as Declarant, shall obligate the Association to share the responsibilities, to the extent not already performed, of BBMP under this Agreement; and

WHEREAS, in connection with the development of the Project, BBMP has granted to Fulton County (the **"County"**) certain utility easements (the **"County Utility Easements")** for dedicated water and sewer facilities (the **"Facilities"**), pursuant to which, upon acceptance, the County will be obligated to inspect, replace, repair and maintain the Facilities (the **"County Facilities Work"**), and which County Utility Easements are listed on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Facilities are located underneath certain roads within the Project (the **"Project Roads"**), and the City and the County have entered into an agreement pursuant to which the City will perform all ancillary and aesthetic work to repair and restore any hardscape or landscape within the Project Roads or the adjacent areas within the Project damaged or disrupted as a result of the County Facilities Work (the **"Restoration Work"**); and

WHEREAS, BBMP has agreed to assume and perform the City's obligations as to the Restoration Work; and

WHEREAS, the City and BBMP have determined that it is in all of their respective best interests to enter into this Private Development Agreement to more specifically provide for (i) BBMP's and the Association's

obligations with respect to the Restoration Work; and (ii) such other terms and conditions as the parties deem appropriate.

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

1. Restoration Work. BBMP shall, at its sole cost and expense, perform all of the Restoration Work required in connection with the County Facilities Work. Upon the formation of an Association, such Association shall be jointly and severally obligated to perform all of the Restoration Work in connection with the County Facilities Work on the Property. The Association's obligations regarding the Restoration Work shall be included in a Declaration of Covenants, Easements and Restrictions, or other document of like effect, and recorded against the Property before any subsequent conveyance of any portion of the Property, and shall include a right of enforcement by the County and the City. Notwithstanding anything to the contrary herein or in the County Utility Easements, the Restoration Work shall not include any repairs, maintenance work or replacement of the Facilities themselves, but only ancillary and aesthetic work after the County has restored the impacted area to a safe condition (e.g., filling in any holes or cuts made in connection with the County's work with gravel) to return the Project Roads and adjacent areas within the Project to a safe condition that is substantially the same condition as prior to any work by the County related to the Facilities. BBMP and/or the Association will perform the Restoration Work in a safe manner and in compliance with all applicable laws, rules, ordinances, codes, permits and governmental approvals. BBMP and/or the Association will commence Restoration Work promptly upon receipt of written notice from the County or the City of the need for the Restoration Work and diligently pursue same until completion.

2. Maintenance Work. BBMP shall, at its sole cost and expense, perform all of the maintenance, repair and replacement work required in connection with Project Roads (the **"Maintenance Work"**). Upon the formation of an Association, such Association shall be obligated to perform all of the Maintenance Work in connection with the Project Roads on the Property and BBMP shall be released from any further obligation to complete Maintenance Work. The Association's obligations regarding the Maintenance Work shall be included in a Declaration of Covenants, Easements and Restrictions, or other document of like effect, and recorded against the Property before any subsequent conveyance of any portion of the Property, and shall include a right of enforcement by the County and the City.

3. Indemnity. BBMP and/or the Association will conduct all of the Restoration Work at its own risk and expense and the City assumes no responsibility or liability whatsoever to any person for any injury, including death or property damage, caused by, attributable to or resulting from BBMP's, the Association's or their respective employees', agents', contractors' or agents' performance of the Restoration Work. BBMP hereby agrees to indemnify, defend and hold the City harmless of, from and against any and all claims, liabilities, damages, actions, fines, liens, penalties or costs (including, without limitation, attorneys' fees and expenses of litigation) of any kind or nature whatsoever (and including, but not limited to actual, compensatory, consequential, punitive or statutory damages) arising from or related to the Restoration Work performed by BBMP, the Association or their respective employees, agents, contractors or agents, except to the extent caused by the gross negligence or willful misconduct of the City, or its agents or employees.

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

If to the City: City of Alpharetta

Two South Main Street
Alpharetta, Georgia 30009
Attn: Chris Lagerbloom, City Administrator
Fax Number: (678)297-6001

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attn: City Attorney

If to BBMP: BB Morrison Park LLC
280 Interstate North Circle SE, Suite 400
Atlanta, GA 30339
Attn: Adam Brock, Manager

With a copy to: Goggans, Stutzman, Hudson, Wilson & Mize, LLP
990 Hammond Dr., Suite 300
Atlanta, GA 30328
Attn: Vanessa E. Goggans, Esq.

5. Miscellaneous.

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

b. This Agreement shall be construed in accordance with the laws of the State of Georgia. This Agreement together with the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof; and shall supersede any prior agreement inconsistent with the terms hereof.

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

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

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

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall

not be otherwise amended, modified or terminated during the term hereof.

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

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

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

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

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

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

Approved as to form:

_____

City Attorney

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

BB MORRISON PARK LLC, a Delaware limited liability company

By: Morrison Property Development, LLC, a Georgia limited liability company, its Manager

By: _____

Name: ~~Adam~~ Brock

Title: Manager

EXHIBIT A

PROPERTY DESCRIPTION

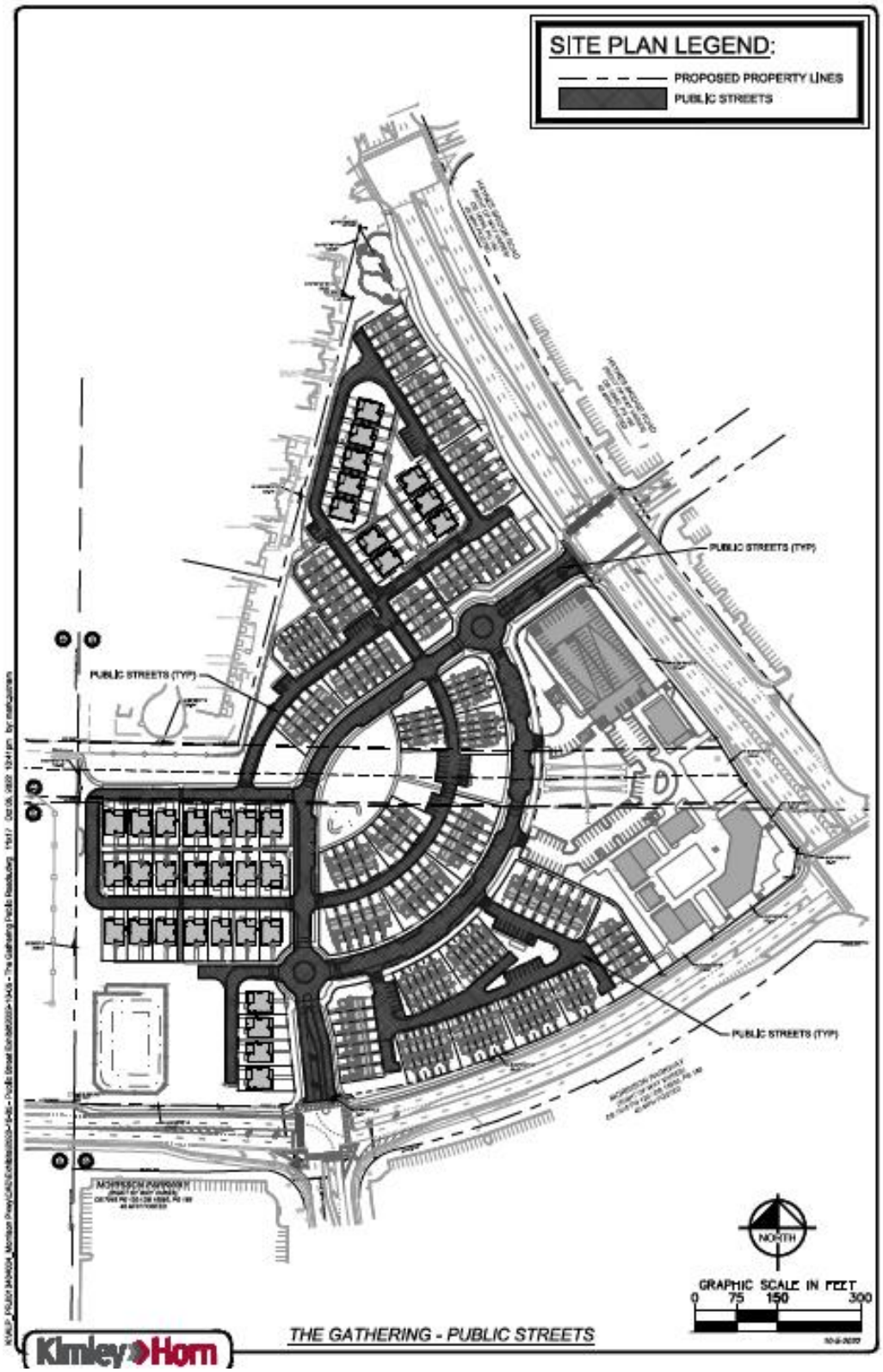
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 745 and 746, 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin found at the corner common to Land Lots 697, 698, 745 and 746; run thence along the west line of Land Lot 746 (being the east line of Land Lot 697) North 00 degrees 45 minutes 55 seconds East a distance of 110.30 feet to an iron pin placed; leaving said land lot line, run thence South 88 degrees 16 minutes 35 seconds East a distance of 290.41 feet to an iron pin found; run thence North 15 degrees 07 minutes 02 seconds East a distance of 836.39 feet to an iron pin found; run thence North 74 degrees 52 minutes 48 seconds West a distance of 20.00 feet to an iron pin placed; run thence North 15 degrees 07 minutes 12 seconds East a distance of 125.00 feet to an iron pin placed on the southwesterly right of way line of Haynes Bridge Road (60-foot right of way); run thence along said southwesterly right of way line of Haynes Bridge Road the following two (2) courses and distances: (1) along a curve to the left an arc distance of 764.52 feet (said arc being subtended by a chord bearing South 32 degrees 41 minutes 52 seconds East a chord distance of 763.54 feet and having a radius of 4368.09 feet) to a point and (2) South 37 degrees 40 minutes 23 seconds East a distance of 644.52 feet to an iron pin placed at the intersection of said southwesterly right of way line and the northerly right of way line of Morrison Parkway (80-foot right of way); run thence along said northerly right of way line of Morrison Parkway the following three (3) courses and distances: (1) South 52 degrees 17 minutes 39 seconds West a distance of 241.79 feet to a point, (2) along a curve to the right an arc distance of 955.27 feet (said arc being subtended by a chord bearing South 71 degrees 56 minutes 39 seconds West a chord distance of 936.65 feet and having a radius of 1392.39 feet) to a point, and (3) North 88 degrees 24 minutes 21 seconds West a distance of 258.84 feet to an iron pin placed at the intersection of said northerly right of way line and the west line of Land Lot 745 (being the east line of Land Lot 698; run thence along said land lot line North 01 degrees 08 minutes 55 seconds East a distance of 548.90 feet to an iron pin found at the corner common to Land Lots 697, 698, 745 and 746 and the POINT OF BEGINNING; shown as containing 25.3797 acres on that certain plat of survey entitled "Survey for W. Lee Morrison, Jr.", prepared by Ga. Land Surveying Co., Inc., bearing the seal of Josh L. Lewis, III, dated March 4, 1982.

LESS AND EXCEPT that tract or parcel of land described in that certain Right of Way Deed from W. Lee Morrison and Anne R. Morrison to the City of Alpharetta, Georgia, dated July 15, 1993, filed for record July 23, 1993 at 8:30 a.m., recorded in Deed Book 16950, Page 189, Records of Fulton County, Georgia.

EXHIBIT B

COUNTY UTILITY EASEMENTS



STAFF REPORT

Submitting Department: Administration
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: FREEMAN MATHIS & GARY ENGAGEMENT LETTER AND RETENTION AGREEMENT: THAXTON V. CITY OF ALPHARETTA

APPROVAL OF THE ENGAGEMENT LETTER AND RETENTION AGREEMENT FOR FREEMAN MATHIS & GARY, LLP TO REPRESENT THE CITY OF ALPHARETTA IN THE MATTER OF ANTHONY T. THAXTON V. CITY OF ALPHARETTA (EEOC CHARGE NO. 410-2022-08253) AND AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS.

II. RECOMMENDATION:

Approve the Engagement Letter and Agreement for Freeman Mathis & Gary, LLP to represent the City of Alpharetta in the matter of Anthony T. Thaxton v. City of Alpharetta (EEOC Charge No. 410-2022-08253) and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE LEGAL FEES ASSOCIATED WITH THIS ITEM ARE NOT DETERMINED UNTIL THE OUTCOME OF THIS CASE. RATES CURRENTLY FOR THIS MATTER ARE: (I) SENIOR PARTNERS: $290/HR; (II) PARTNERS: $265/HR; (III) OF COUNSEL: $255/HR; (IV) ASSOCIATES: $240.00/HR; (V) PARALEGALS: $135/HR; (VI) E-DISCOVERY/NURSE PARALEGALS: $160/HR. ADDITIONALLY, ALL FUNDING FOR THIS ITEM WILL BE PULLED FROM THE LEGAL FEES SECTION OF THE BUDGET.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

Former employee, Anthon Thaxton, filed an Equal Employment Opportunity Commission claim against the City of Alpharetta. At this time, the law firm of Freeman Mathis & Gary, LLP is currently working on this claim and requests that the City of Alpharetta execute a retention agreement, so that their office may formally represent the City in this specific matter.

V. ALTERNATIVES:

Do not approve the Engagement Letter and Agreement for Freeman Mathis & Gary, LLP to represent the City of Alpharetta in the matter of Anthony T. Thaxton v. City of Alpharetta (EEOC Charge No. 410-2022-08253) and retain another firm to represent this matter, which may result in duplicative legal fees.

VI. ATTACHMENTS:

Thaxton v. City of Alpharetta - Engagement Letter

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Michael M. Hill
Partner

Writer's Direct Access
770.303.8635

MHill@fmglaw.com

November 1, 2022

VIA EMAIL
Mayor Jim Gilvin
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
jgilvin@alpharetta.ga.us

Re: Anthony T. Thaxton v. City of Alpharetta
EEOC Charge No. 410-2022-08253

Dear Mayor Gilvin:

On behalf of Freeman Mathis & Gary, LLP (the "Firm"), we appreciate the opportunity to represent the **City of Alpharetta** ("you") in the above-referenced Matter (or as modified below) ("Matter"). We look forward to working with you to a successful conclusion.

Please excuse the formality of this letter and the accompanying Terms and Conditions of Engagement which are incorporated herein (collectively "Engagement"). The purpose of this Engagement is important and to set forth a clear, mutual understanding of the scope, terms and conditions of this Engagement and under which our services are to be performed.

Scope and Limitation of Legal Services: Absent any description of additional legal services below, the scope of our representation is limited to this Matter and by the terms and conditions of your insurance policy, as set forth in correspondence or communications from the Insurer to us as to your rights to a defense.

We assume no greater right or responsibility to any person or entity, or any claim, lawsuit, or proceeding, other than this Matter. In addition, if you are governmental entity, the Firm will only act on behalf of any named legal entity. We are not retained and will not act on behalf of any of its elected officials, officers, employees, appointees or any other person or entity, unless the Firm is specifically authorized or directed to by you in writing. Any other existing or future matters in which we may represent you or any related person or entity are or will be reflected by engagement agreements separate from this one.

Communication and Cooperation: The Firm will primarily communicate with your designated representative, taking direction from you. If you ever want us to report directly to another person or coordinate with other counsel handling legal matters for you, we will be happy to do so, and please let us know in writing. It is critical that you keep us apprised of any fact or circumstance that may materially affect our providing of legal services.

Insurance Coverage/Indemnity Providers: You should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for some or all of the claims against you or damages sought in this case. To the extent that you have not done so already, please provide in writing a copy of this claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. You agree you will solely be responsible for tendering the defense of this claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification.

Fees and Billing: Your acceptance of our representation acknowledges your obligation to timely pay our fees and expenses. Rates are negotiable and typically are adjusted at the beginning of each calendar year. Rates currently for this Matter are: (i) Senior Partners: $290/hr; (ii) Partners: $265/hr; (iii) Of Counsel: $255/hr; (iv) Associates: $240.00/hr; (v) Paralegals: $135/hr; (vi) E-Discovery/Nurse Paralegals: $160/hr. You agree to accept pay any adjusted rates as subsequently provided to it in writing or by any Firm invoice.

Billing Disputes: You agree that you have 30 days from the date of an Invoice to dispute in writing any amount the Firm bills to you in the Matter ("Dispute Period"), including both fees and expenses. All Invoice disputes must be submitted in writing to the undersigned and the Managing Partner of the Firm within the Dispute Period and must identify the specific billing that you are disputing on the Invoice and the reasons upon which you are relying to dispute such billing. If is later determined or agreed that you must or will pay any disputed amount, then you shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by the Firm at two percent (2%) above the per annum Prime Rate reported daily in The Wall Street Journal. You agree that, if you do not dispute a billing amount of an Invoice during the Dispute Period pursuant to the terms of this paragraph, the amounts billed on the Invoice will be forever deemed accepted and correct by you and you understand you have forever waived and relinquished the right to dispute in any forum any aspect of the Invoice billing, including both fees and expenses. Further, you agree you must pay any undisputed portion of the Invoice by the original due date for payment of the Invoice. Any Invoice disputed pursuant to this paragraph is subject to the Dispute Resolution provision in the enclosed Terms and Conditions of Engagement.

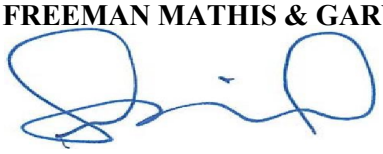
Effective Date: The effective date of this Engagement and its terms and conditions set forth herein will be the latest date of signing by you or your authorized representative and its terms shall be retroactive to the date the Firm first performed services for you which are the subject of this Engagement.

Please confirm this Engagement accurately describes our mutual understanding by signing below and returning a signed copy. We look forward to working with you and being of service.

Best regards.

Very truly yours,

FREEMAN MATHIS & GARY, LLP



Michael M. Hill

MMH/pac
Enclosure
cc: Derek Nelson, Risk & Safety Administrator (via email: dnelson@alpharetta.ga.us)
Tom Harris, Finance Director (via email: tharris@alpharetta.ga.us)

The undersigned confirms the terms of this Agreement and agrees to be bound thereby:

Jim Gilvin, Mayor	Date

APPROVED AS TO SUBSTANCE:

Chris Lagerbloom, City Administrator	Date

APPROVED AS TO FORM:

Molly Esswein, City Attorney	Date

Freeman Mathis & Gary, LLP
Terms and Conditions of Engagement

The following Terms and Conditions of Engagement will apply to this Matter. Together with the foregoing engagement letter, they are collectively referred to as "Engagement"

Preserving Confidences: You approve the use of internet e-mail communication, without encryption, for our communications with you and other persons, parties, legal counsel, and other involved individuals and entities in carrying out our legal services. Due to their inherent nature, email communications, cell phone and other wireless communications may be vulnerable to interception by unauthorized parties during transmission. The Firm cannot guarantee the confidentiality of any information sent by email, cell phone or other wireless transmission, or that any such transmission would be considered "attorney-client" privileged. If you do not wish the Firm to communicate by email, or by cell phone or other wireless transmissions regarding your Services, please notify the Firm in writing. In the absence of such notification, you consent that the Firm will not take any additional security measures, including, but not limited to, encryption. Although the Firm subscribes to and sues virus protection software that it believes to be reliable, the Firm cannot warrant that any emails from the Firm or attachments thereto are free from any virus. The Firm recommends that you independently take steps to ensure that transmissions are actually virus-free.

Possible Additional Payments: There may be theories of liability asserted against you that entitle the other party to attorneys' fees, costs, penalties, or liquidated damages. Such amounts are solely your responsibility, and are not the responsibility or obligation of the Firm.

Fees and Billing: Unless otherwise agreed upon in the foregoing engagement letter, your acceptance of our representation acknowledges its obligation to timely pay our fees and expenses. Firm time will be accounted for in tenths of an hour, and fees are calculated by applying hourly rates assigned to the Firm attorneys and other staff. Rates may also be subject to court approval pursuant to applicable statutory restrictions. The Firm may, from time to time and in its sole discretion, utilize contract, outsource, and/or temporary service providers in connection with performing certain of the tasks to be rendered in connection with this engagement at the rates listed below. Fee and expenses will be billed monthly and are due upon receipt. The invoices provided to you will reflect all the Firm personnel who have billed time related to the representation of you and their rates. The rates charged for any matter covered by as Insurer shall be governed by the terms of any rate agreement or guidelines between the Firm and the Insurer. Otherwise, rates charged will be as agreed upon between the Firm and you, or its Insurer, as reflected on invoices provided to you. Your acceptance of legal services acknowledges their obligation to pay for the services as charged.

You agree to accept pay any adjusted rates as subsequently provided to it in writing or by any Firm invoice. We also may use outside vendors in meeting our legal service obligations, the direct costs of which will be either separately payable by you at the time of the receipt of vendor's invoice, or included on our invoice(s). You are also obligated to pay for costs we incur or advance on your behalf, including amounts for filing fees, postage and copying expenses, required travel, and other reasonable and necessary costs (other than routine administrative costs not directly incurred in response to the Services provided). You agree not to inform others of the Firm's rates being charged. The Firm will have a lien for the Firm's fees and advanced expenses with respect to our Services and on all proceeds of any recovery obtained whether by settlement, arbitration award, or court judgment or on any property obtained, including by patent, trademark, copyright, rescission, specific performance or other means. This generally means that the Firm has an ownership interest in any recovery by you to the extent of the Firm's unpaid fees and expenses. You acknowledge you are aware of the right to seek the advice of independent counsel as to this provision and have been provided a reasonable opportunity to do so.

Clients sometimes ask us to estimate future fees and other charges. Any estimate we may provide in connection with our Services will be based on our professional judgment and the circumstance as they appear at the time. As such, any estimate is subject to the understanding that, unless agreed otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate fee and charge are frequently more or less than the amount estimated.

E-Discovery: The costs of document processing, imaging, production, and storage greatly impact the expense of conducting discovery and other facets of document-intensive cases. To ensure that the Firm's clients have access to high-quality document management services at a reasonable price, the Firm has capabilities through both in-house resources and one or more third-party partnerships that allow it to deliver these services to its clients at a price below what can be negotiated with eDiscovery vendors generally in the marketplace. These services are independent of the Firm's legal fees billed on an hourly basis and will be reflected as expense items on our invoices. Unless you inform us otherwise in writing, the Firm will use these eDiscovery services when needed in the course of representing you and will bill for those services as follows: 1) Data sets up to 250 GB may be processed and hosted in Epiq Discovery for $8 per GB per month; for cases over 250 GB, data may be processed in Relativity for $25 per GB per month, then hosted for $7 per GB per month; and 3) eDiscovery management services, including but not limited to culling, filtering, deduplication, analytics, OCR, file conversion and/or extraction, quality assurance and control, creation, export or delivery of a document production set, metadata redaction and image branding, by eDiscovery Managers: $150 per hour.

Insurance Coverage/Indemnity Providers: You should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for any claims asserted against it or damages sought against it in any case or controversy. In the event it has notice of a potential claim, please provide in writing a copy of the claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. You agree you will solely be responsible for tendering the defense of any claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification

Dispute Resolution: In the event of any dispute relating to this Agreement, the relationship between the Firm and you, the services performed (including but not limited to disputes regarding the Firm's fees or expenses, claims of negligence, breach of fiduciary duty or contract, fraud or any claims based upon a written law) or any other dispute between the Firm and you (including disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or the Firm), both the Firm and you agree to final and binding arbitration, including any issue relating to the scope or proper interpretation of this arbitration obligation.

Before filing a petition or request for arbitration, the party initiating the claim shall affirmatively seek in good faith to meet and confer for 30 days before a petition or request for arbitration is filed. The opposing party shall also meet and confer in good faith, with each party agreeing to promptly respond to the other party's communications.

If the dispute is not resolved through this meet and confer process, either party may initiate the arbitration process by filing an initiating document with Henning Mediation & Arbitration Services, Inc. ("Henning") (www.henningmediation.com; 800-843-6050), or such arbitration service as the Firm may reasonably decide upon should it be determined that Henning Mediation is no longer an active mediation service or cannot perform its arbitration function for any reason. Unless the law of the jurisdiction in which we will be providing local services requires that the arbitration be conducted in that state, the arbitration will be

conducted in Atlanta, Georgia. Otherwise, the arbitration shall take place in the city of the Firm's office indicated at the end of this Agreement.

The Firm and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by the Firm.

It is important that you make an informed decision about the implications of arbitration and that you understand the advantages and disadvantages of forgoing a judicial forum and proceeding with arbitration if a dispute arises. You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to the Firm that is required in its client relationships. By then entering into this binding arbitration provision:

- You and the Firm are waiving the right to submit the dispute to a judge or jury, although you and the Firm both retain the right to seek immediate injunctive or declaratory relief, including relief by ex parte expedited proceedings, in the case of breaches of confidence or violations of law or equity that require immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;
- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and the Firm jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

By signing this Agreement, you warrant that you have received sufficient information regarding the arbitration process and have had the opportunity to seek any advice from the below FMG Attorney and to receive the advice of independent counsel in reviewing the Agreement and its arbitration provision, allowing you to make an informed decision with respect to forgoing a judicial forum. In addition to the information about arbitration provided above, the rules and regulations for arbitrations conducted by Henning are available for review on their website at www.henningmediation.com. If you have any questions, you may contact the above-signed attorney or consult your own independent counsel.

Notwithstanding the foregoing, if a dispute arises between the Firm and you regarding the Firm's fees or expenses under this Agreement, either party has the right to elect the binding arbitration provisions of any local law or State Bar-sponsored program intended to provide an expedited procedure to resolve such

disputes. If the parties do not proceed under the State Bar fee arbitration procedures, any dispute over the Firm's fees or expenses will be resolved by binding arbitration pursuant to the process described above in this section. Further, and notwithstanding anything to foregoing, the Firm will be considered to be the prevailing party if any amount of claimed fees or expenses is awarded to it. The prevailing party in any action to recover the Firm's fees or expenses will be awarded attorney's fees and costs incurred in a collection proceeding. This sum will include the value of the time spent by the Firm's own attorneys and other professionals to prosecute or defend such a proceeding, with fees calculated at the rate charged to you in the matter(s) at issue.

Advance Waiver of Conflict: The Firm represents numerous companies, governments and individuals, in many different types of claims, in many different jurisdictions, and in many different professional contexts.

To the fullest extent allowed by the law and rules of professional conduct governing the jurisdiction(s) in which we will be providing services to you, you agree that the Firm's representation of you, your affiliates, or your clients pursuant to this Engagement and in other matters will not prevent or disqualify the Firm from representing other companies, governments, or others who may be adverse to you, your affiliates, or your clients, even in litigation, as long as the matters the Firm is handling adverse to you, your affiliates, or your clients are not substantially related to the Matter we are handling for it. To this end, you understand and agree that, except with regard to substantially related matters, the Firm is free to represent other persons, governments and entities whose interests may conflict with its interests or the interests of its affiliates in litigation, business transactions, and other legal matters.

The express purpose of these provisions is to allow the Firm, to the fullest extent permissible under the law, to engage with other entities and individuals, and provide them with legal services, unless the Firm has gained confidential information that could materially impair the services provided or that could materially impair your ability to assert a claim or defense against another party or person in another pending or future matter. You agree to execute any additional waiver that may be required by the circumstances.

Firm General Counsel: The Firm has internal General Counsel, who serve as the legal counsel to the Firm and its partners and employees. This is a separate, confidential relationship.

During the course of our providing of legal services under this Engagement, our professionals and/or staff members may seek the legal opinion or guidance of our General Counsel regarding our professional, legal, contractual, or ethical duties or obligations relating in some manner to our legal services relating to the Services provided. As a condition of this Engagement, you agree to waive any conflict of interest that might be viewed to arise out of any such consultations. You further agrees that consultations by the Firm with its General Counsel or other lawyers regarding such matters are confidential and protected from disclosure to you by the Firm's attorney-client privilege, and that you will not seek to discover or inquire into them and shall not be entitled to access to same either during the course of the engagement or thereafter should a dispute between you and the Firm ever arise. All of our communications with our General Counsel are privileged and not subject to disclosure to you absent a court order. Nothing in the foregoing shall otherwise affect the Firm's obligation to keep you informed of material developments in the course of the representation.

Document Preservation and Disclosure: We also want to emphasize the necessity of preserving any documents in your possession that may be relevant in any claim where you reasonably anticipate litigation. This duty may require you to suspend any regular document or data destruction policy you would otherwise follow. The obligation of document preservation may include written and electronic correspondence pertaining to any of the parties or witnesses. Any questions or concerns you might have regarding this obligation should be immediately addressed with the Firm and it is imperative that you immediately follow our guidance on these issues. Attached hereto is a more detailed memorandum regarding your obligations.

Withdrawal or Discharge: The Firm may withdraw from our representation of you at any time, for any permissible reason (or no reason at all), in the manner permitted or provided by the law or rule of professional conduct governing the location in which we are providing legal services. If you do not voluntarily agree to allow for the withdrawal, the Firm may seek an *ex parte* expedited court order confirming our right to withdraw.

You may discharge the Firm at any time, for any reason. If the Firm is your attorney of record in any proceeding, you agree and covenant you will execute and return a substitution-of-attorney form executed immediately on its receipt from the Firm. You will remain obligated to pay the Firm's fees per this Engagement for all services provided and to reimburse the Firm for all expenses incurred or advanced by the Firm before the discharge or withdrawal, incurred in effectuating the discharge or withdrawal, and as necessary to protect your interests.

End of Matter: When the firm completes its services under this matter, or sends you a Final Invoice, whichever occurs first, the attorney- client relationship between you and the Firm will be deemed to have ended. If you later retain the Firm to perform further or additional services described in this Engagement, the Firm's attorney-client relationship will be revived subject to this Engagement (unless and to the extent otherwise agreed in writing) and on the continuing understanding and Engagement that it will not preclude the Firm from accepting any other engagement from any other client.

Post-Matter Retention of File Materials: During the course of our representation, we will generate and maintain certain electronic and hard copy documents and materials regarding our Services. At the conclusion of our representation, we will typically provide you with any relevant closing documents (i.e., dismissals, settlement documents, etc.), thereafter closing our file.

Unless a law or regulation requires a longer required period, we agree only to maintain Service-related materials for three (3) years after the date the Services end. After that time, we will destroy the file if kept internally or electronically, or authorize any storage facility where the file is stored to destroy the file.

If you wish to have the original or a copy of your materials provided to you, you must pay in advance the costs of providing you with the materials. If you request the original materials, we reserve a right to maintain a copy of the file materials, at our expense.

Errors and Omissions Insurance: Our Firm currently has a claims-made errors and omissions insurance policy. A declaration of coverage is available upon request.

Non-Assignability: You are prohibited from assigning, encumbering, selling, or otherwise transferring any right or benefit under this Engagement, or that is derivative of any right, benefit, or obligation created by this Engagement, to any other party or person. This includes, but is in no manner limited to, claims for professional negligence, breach of contract or breach of any duties owed to You. Any such attempted assignment or transfer is void and a legal nullity.

Applicable Law: Except as otherwise provided, to the fullest extent allowed by any applicable law, this Engagement shall be construed and interpreted under the law of the State of Georgia.

Entire Engagement: This Engagement contains the entire Engagement between the you and the Firm. If any provision of this Engagement is held by a court, arbitrator, or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of this Engagement shall be severed and remain fully enforceable. Furthermore, if any claimed offending provision can be modified or reformed to comply with any applicable governing law, regulation or ethical rule, particularly if any such provision was changed or modified after the date of this Engagement, the court or arbitrator is jointly directed by the parties

to reform or modify this Engagement so that the provision will then comply with all legal obligations, at which time it will then again be automatically reincorporated into this Engagement.

No other Engagement, statement, understanding, or promise has been made by the parties that is not fully incorporated into this Engagement, or superseded by this Engagement. This Engagement may be modified only by a subsequent jointly executed written Engagement by the parties (and that, for the Firm, has been signed by the Firm's Managing Partner), with no subsequent oral statements, actions or inaction, or failure to earlier enforce any term or condition serving as a basis to argue that this Engagement has been modified.

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT AND
ATTORNEY-CLIENT COMMUNICATION

To: Mayor Jim Gilvin

From: Michael M. Hill - FREEMAN MATHIS & GARY, LLP

Date: November 1, 2022

Re: Preservation of Evidence Relating to Matter of *Anthony T. Thaxton v. City of Alpharetta*

This is a standard memorandum we provide our clients concerning the very important issue of retaining documents and electronically stored information that are relevant to litigation. Please read this memorandum carefully. An important part of litigation involves gaining access to and producing relevant documents and electronically stored information to opposing parties. Please understand that the failure to take adequate steps to preserve evidence may lead to serious consequences, including sanctions by a court in litigation or criminal prosecution.

In this regard, once a party, whether it is a corporation, a public entity, or a person, reasonably anticipates litigation in a particular matter, the party must suspend its routine document retention/destruction policies and put in place a "litigation hold" to ensure the preservation of relevant documents and information. In addition to traditional "hard copy" documents, essentially all electronically stored information potentially is discoverable and should be preserved. This includes electronic data such as e-mails, instant messages, text messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact information, internet usage files, network access information, and all other electronic information created, received, and/or maintained by a party on its computer systems. Electronic files such as these may be discoverable whether they are stored on personal computers, laptops, tablets, network servers, back-up tapes, cell phones or smartphones, or any other device used to store electronic data.

Based on the foregoing, you should immediately initiate action to preserve all existing documents and electronically stored information which are in your possession, custody, or control and potentially may be relevant to the above matter. As part of these efforts, you must notify your employees and agents of the need to preserve evidence in accordance with the above principles. In addition, you should consult with your IT department so it is aware of the litigation hold and can take proper steps to suspend any routine document retention/destruction policies and preserve electronically stored information. You also should document all of the steps you take to accomplish the "litigation hold."

Please contact us if you have any questions about these issues so that we may discuss them in detail.

STAFF REPORT

Submitting Department: Legal
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: November 7, 2022

I. AGENDA ITEM TITLE: ORDINANCE TO AMEND THE CHARTER OF THE CITY OF ALPHARETTA, GEORGIA
FIRST READING
APPROVAL OF AN ORDINANCE TO AMEND THE ALPHARETTA CITY CHARTER; TO CLARIFY AND AMEND PROVISIONS REGARDING THE ACQUISITION, DISPOSAL, AND LEASING OF MUNICIPAL PROPERTY; TO REVISE PROVISIONS PERTAINING TO CONTRACTING; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

Approve an Ordinance to amend the Alpharetta City Charter; to clarify and amend provisions regarding the acquisition, disposal, and leasing of municipal property; to revise provisions pertaining to contracting; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.

III. REPORT IN BRIEF:

If approved, this Ordinance will amend the following sections of the Alpharetta Charter:

- Section 1.13(6) Municipal property ownership and control;
- Section 6.28 Contracting procedures; and
- Section 6.30 Sale and lease of property; contracts for use, operation, or management.

The proposed language of the Alpharetta Charter amendments is incorporated within the attached Ordinance, and also attached are the current versions of Alpharetta Charter Sections, 1.13, 6.28, and 6.30.

The second reading of this Ordinance will take place during the November 28, 2022 City Council meeting, which begins at 6:30 p.m. and will take place at Alpharetta City Hall.

IV. ALTERNATIVES:

Do not amend the Charter and maintain current contract policies and procedures.

V. ATTACHMENTS:

Ordinance for Charter Amendment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ALPHARETTA CITY CHARTER; TO CLARIFY AND AMEND PROVISIONS REGARDING THE ACQUISITION, DISPOSAL, AND LEASING OF MUNICIPAL PROPERTY; TO REVISE PROVISIONS PERTAINING TO CONTRACTING; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph II of the Constitution of the State of Georgia, entitled *Home Rule for Municipalities*, allows the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with The Municipal Home Rule Act of 1965, O.C.G.A. § 36-35-1, *et seq*.; and

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

WHEREAS, O.C.G.A. § 36-35-3(b) provides that a municipal corporation may, as an incident of its home rule power, amend its charter by ordinance, except where prohibited pursuant to O.C.G.A. § 36-35-6; and

WHEREAS, the Council desires to amend the Charter of the City of Alpharetta to clarify and amend provisions regarding the acquisition, disposal, and leasing of municipal property; and

WHEREAS, the Council additionally desires to amend the Charter of the City of Alpharetta to revise provisions pertaining to contracting; and

WHEREAS, the modifications provided for in this Resolution and Ordinance may be lawfully completed by home rule; and

WHEREAS, O.C.G.A. § 36-35-3(b)(1) provides that, in order to amend its charter, a municipal corporation must duly adopt an ordinance at two regular consecutive meetings of the municipal governing authority, not less than seven (7) nor more than sixty (60) days apart; and

WHEREAS, additionally, O.C.G.A. § 36-35-3(b)(1) provides that a notice, containing a synopsis of the proposed amendment and stating that a copy of the proposed amendment is on file in the office of the City Clerk and in the Office of the Clerk of the Superior Court of Fulton County for the purpose of examination and inspection by the public, shall be published in the official organ of the county of the legal situs of the municipal corporation or in a newspaper of general circulation in the municipal corporation once a week for three weeks within a period of 60 days immediately preceding its final adoption; and

WHEREAS, in accordance with O.C.G.A. § 36-35-3(b)(1), a legal ad identifying this Home Rule charter revision was published in the City's legal organ, The Alpharetta-Roswell Herald, for the weeks beginning October 31, 2022, November 7, 2022, and November 14, 2022; and

WHEREAS, those requirements applicable to amendments to the charter of a municipal corporation by an ordinance duly adopted by the municipality's governing authority as set forth in O.C.G.A. § 36-35-3 have been met and satisfied, and, specifically, notice of the consideration of this Ordinance has been advertised and this Ordinance has been duly adopted by the governing authority at two regularly consecutive meetings in compliance with O.C.G.A. § 36-35-3; and

WHEREAS, a majority of the Council deems it to be in the best interests of the citizens of the City of Alpharetta that the Alpharetta Charter be further amended.

NOW THEREFORE, the Council of the City of Alpharetta hereby ordains and resolves that the Charter of the City of Alpharetta shall be amended as follows:

Section 1: Section 1.13(6) of the Alpharetta Charter is hereby amended by deleting Section 1.13(6) in its entirety and substituting a new Section 1.13(6) as follows:

Sec. 1.13…

(6) *Municipal property ownership and control.* To acquire, dispose of, lease, enter into a contract for valuable consideration for the use, operation, or management of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple or lesser interest, inside or outside the property limits of the city;

Section 2: Section 6.28 of the Alpharetta Charter is hereby amended by deleting Section 6.28 in its entirety and substituting a new Section 6.28 as follows:

Sec. 6.28. Contracting procedures.

The city council may, by ordinance, establish contracting procedures; provided, however, that no contract with the city shall be binding on the city unless:

(1) It is in writing; and

(2) It is drawn by or reviewed by the city attorney and as a matter of course is signed by the city attorney to indicate such drafting or review; and

(3) It is reviewed as to substance by the city administrator or the director of the department most affected by the contract, signed by the city administrator to indicate approval as to substance, and signed by the mayor; and

(4) If it involves the expenditure of more than $50,000.00, it is authorized by the city council, and such approval is entered in the city council journal of proceedings pursuant to section 2.19 of this Charter.

Section 3: Section 6.30 of the Alpharetta Charter is hereby amended by deleting Section 6.30 in its entirety and substituting a new Section 6.30 as follows:

Sec. 6.30. - Sale and lease of property; contracts for use, operation, or management.

(a) The city council may sell and convey, lease, or enter into a contract for valuable consideration for the use, operation, or management of any real or personal property owned or held by the city for governmental or other purposes as now or hereafter provided by law, as well as any abandoned or surplus property.

(b) The city council may quitclaim any rights it may have in property not needed for public purposes by adoption of a resolution, finding that the property is not needed for public or other purposes, and that the interest of the city has no readily ascertainable monetary value.

(c) Whenever in opening, extending or widening any street, alley, avenue or public place of the city, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the city council may authorize the mayor to execute and deliver, in the name of the city, a deed conveying said cut-off or separated parcel or tract of land to an abutting or adjoining property owner or owners in exchange for rights-of-way of said street, avenue, alley or public place or in settlement of any alleged damages sustained by said abutting or adjoining property owner. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

Section 4: Severability. If any portion of this Resolution and Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Resolution and Ordinance shall not be affected, and thus, the provisions of this Resolution and Ordinance are declared severable.

Section 5: Repealer. Any other Ordinance, Resolution, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution and Ordinance is hereby repealed.

Section 6: Effective Date. This Resolution and Ordinance shall become effective when all required documents have been filed with the Secretary of State and in the Office of the Clerk of Superior Court of Fulton County as required by O.C.G.A. § 36-35-5.

Section 7: Adoption at Two Consecutive Meetings. This Ordinance was adopted at two (2) regular consecutive meetings of the Council of the City of Alpharetta held on the 7th day of November, 2022, and the 28th day of November, 2022, as required by O.C.G.A. § 36-35-3.

[SIGNATURES ON FOLLOWING PAGE]

BE IT SO RESOLVED AND ORDAINED, the public's health, safety, and welfare demanding it, this ___ day of _____, 2022, by the Council of the City of Alpharetta, Georgia.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Donald F. Mitchell

_____
Brian Will

_____
Douglas J. Derito

_____
John Hipes

_____
Jason Binder

_____
Dan Merkel

ATTEST:

_____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

_____
Molly Esswein, City Attorney

CITY COUNCIL MEETING
STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-22-03/Z-22-05/CU-22-02/V-22-07 NORTH POINT MALL REDEVELOPMENT/NEW YORK LIFE

CITY COUNCIL: NOVEMBER 7, 2022

This item was considered at the July 7, 2022 and August 4, 2022 Planning Commission meetings. At the July 7th meeting, Planning Commission deferred the request to the August 4th meeting and asked the applicant to address the following items prior to the next meeting: clarify open space calculations, condense phasing plan, provide an exhibit depicting North Point Drive entering the property, include a grocery in Phase 2, provide an exhibit depicting the design of the reversible bike lanes and pedestrian path on North Point Circle, provide an exhibit of the stormwater park, reduce the number of 'For-Rent' units and increase the number of 'For-Sale' units, and provide an exhibit depicting enhancements/branding at the entrances off Encore Parkway and North Point Parkway. Staff recommended approval subject to 35 conditions. There were several public comments all in favor of the request. After discussion, Planning Commission recommended approval subject to staff's recommended conditions. Vote 7-0

UPDATE: The applicant revised the site plan after the 8/4/2022 Planning Commission meeting, which includes the following changes:

- Increase 'For-Sale' residential units from 36 to 103;
- Reduce 'For-Rent' residential units from 900 to 875 units in 2 phases instead of 3;
- Proposed density increase from 11.19 to 11.69 dwelling units/acre (addition of For-Sale)
- Accelerate construction timeline by 2 years;
- Remove 142,000 SF of commercial;
- Add 282,000 SF of office; and
- Identify land for future MARTA-shared garage in a public/private partnership.

II. RECOMMENDATION:

Approve MP-22-03/Z-22-05/CU-22-02/V-22-07 North Point Mall Redevelopment/New York Life, subject to the following conditions:

1. Approximately 83.67 acres shall be zoned to MU and developed substantially similar to the site plan prepared by Kimley-Horn, dated 7/20/2022, except as modified by these conditions. Applicant shall provide a legal description of the property, as depicted in Exhibit A, prior to issuance of the LDP.
2. Exterior modifications to existing buildings and new buildings shall be substantially similar to the images depicted in Exhibit H, with non-residential buildings (including 'For-Rent' buildings) approved by DRB and residential buildings approved by Staff.
3. Development regulations shall be as follows:
    a. Commercial – Maximum 315,700 square feet of retail, restaurant use shall be permitted in freestanding buildings (not including existing outparcels along North Point Parkway), which shall include a minimum 6,000 square foot food hall developed in Phase 1. Non-residential uses (retail, restaurant, office, and 'For-Rent' amenities) on the ground-floor of the 'For-Rent' buildings shall not count against the maximum commercial entitlement or require additional parking. Freestanding buildings shall be no greater than 4 stories and 60'. Drive-through restaurant, other than a coffee shop shall be prohibited. Rooftop and outdoor dining areas are encouraged and shall not count against the maximum commercial entitlement or require additional parking.

b. Office – Maximum 145,000 square feet of office shall be permitted in freestanding buildings no greater than 6 stories or 85'. Additional office shall be permitted when exchanged for commercial, 'For-Rent' residential (800 SF per unit), or hotel entitlement (800 SF per hotel room).
c. Hotel – Maximum 150 rooms shall be permitted in one freestanding building no greater than 6 stories or 85'. Hotel shall be full-service with a separate entrance for patrons of a full-service, sit-down restaurant. Hotel shall include a minimum of 5,000 square feet of meeting/event space. Commercial or office square footage may be exchanged for up to an additional 150 hotel rooms at the ratio of 800 square feet per room, limited to one freestanding building.
d. 'For-Rent' Residential – Up to 320 'For-Rent' units shall be immediately eligible for a Certificate of Occupancy (CO). After January 1, 2026, an additional 330 'For-Rent' units (Phase 2) shall be eligible for a CO. 'For-Rent' buildings shall be no greater than 5 stories or 75' and all units shall be 1, 2 and 3 bedrooms. A maximum of 60% of units shall be studios or 1-bedroom and no more than ten percent (10%) shall be 3-bedroom units. A CO shall not be issued for the Phase 1 'For-Rent' building until the retail plaza and pocket park, retail square, remaining interior mall renovations (as depicted in Exhibit H), primary north-south and east-west streets and associated infrastructure have been constructed and inspected by the City. A CO for Phase 2 rental shall not be issued until a market/grocery with a minimum square footage of 3,500 square feet has been constructed an inspected by the City. If a grocery/market is developed within 500' of the property, then this shall satisfy this condition. 'For-Rent' units shall have first class amenities, including a pool, fitness center, secured parking, resident's lounge, business center, on-site management office and secure elevator access. If construction does not commence by July 25, 2027, residential units shall revert to 'For-Sale' only.
e. (Phase 3)'For-Sale' Residential – 286 'Dwelling, 'For-Sale', Attached or Detached' units shall be permitted in buildings no greater than 4 stories or 60'. No more than 10% of 'For-Sale' units shall be permitted to be rented, as recorded in the HOA covenants and declarations.
f. Parking Decks – Maximum height shall not exceed the height of the building they serve. Parking decks visible from North Point Circle or Georgia 400 shall be treated with comparable materials and finishes as the building they serve or screened from view with evergreen landscaping, as approved by DRB. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.

4. Active uses, including service retail, restaurant, office and 'For-Rent' amenities, shall be required in each 'For-Rent' building and located on the ground-floor space along the storefront street (the main east-west street through the development a.k.a. North Point Drive) and shall have a minimum first floor height of 14' and depth of 30'. Ground-floor residential units shall have walkouts similar to Exhibit B.
5. The Master Plan area shall be limited to the following uses and further restricted by conditions of zoning:
    a. Retail
    b. Restaurant
    c. Office (professional, medical and research and development)
    d. Hotel
    e. Residential ('For-Sale' and 'For-Rent')
6. Uses shall be customarily accessory to or amenities for residential and office uses, limited to the following:
    a. Amphitheater
    b. Animal Hospital, Small Animal
    c. Art Gallery
    d. Athletic Facility
    e. Auditorium
    f. Bakery
    g. Bank
    h. Barber Shop
    i. Beauty Shop
    j. Book Store
    k. Bowling Alley
    l. Brewery or Distillery
    m. Dance and Fitness Studio
    n. Day Care Facility
    o. Drug Store (Pharmacy)
    p. Dry Cleaning, Pick-up Station

q. Florist, Retail without Greenhouse
r. Golf, Miniature and Driving Range
s. Grocery Store
t. Hardware and Garden Supply Store
u. Home Improvement Store
v. Liquor Store (conditional use)
w. Museum and Libraries
x. Nail Salon
y. Park and Playground
z. Pet Grooming and Pet Day Care
aa. Public Building
bb. Recreational Facilities, Indoor and Outdoor
cc. Restaurant (no drive-thru)
dd. Retail Establishment
ee. School, Academic and Commercial
ff. Shop or Studio, Craftsman/Artist
gg. Spa Services (conditional use)
hh. Special Event Facility
ii. Theater, Cinema

7. New internal streets shall be private and shall be consistent with the streetscape exhibits on Slides 26-36 of the submitted application, labeled Exhibit C, with final approval by Staff.
8. Minimum 19.11 acres of open space (11.91 acres of civic space and 7.20 acres of amenity space), consisting of squares and plazas (village lawn/event green), trails, stormwater park, yards, patios and balconies, outdoor dining, sports court, pocket parks, pool courtyards and amenity area, mall interior common areas, etc. shall be provided as depicted on the submitted renderings and site plan prepared by Kimley-Horn, dated 7/20/2022.
9. Pedestrian trail and bike lanes shall be improved as depicted on Exhibit D and shall be tied to Phase 2 CO, with final design approved by Staff. Bike lanes shall include a minimum 10' asphalt path and pedestrian trail shall include a minimum 4' crushed stone path, landscaping and lighting. Dedicated bike lane shall include striping and min. 2' wide protective buffer (striping with delineators every 25') between the vehicular travel lane and the bike lane and shared bike lane shall include striping.
10. Developer shall construct a City-approved MARTA bus shelter at the two existing bus stops and improve landscaping at the northeast corner of North Point Parkway and the eastern and middle access roads to the Mall, provided the Owner, at the property on which bus stops are located allows access for the work. This work shall be eligible for credit against Developer's transportation impact fees. Applicant shall apply for the NFCID bus shelter program. Expenditures not reimbursed by the CID shall be eligible for impact fee credits.

<u>Design Conditions:</u>

11. Minimum 10' landscape strip shall be required along North Point Circle adjacent to the proposed development.
12. Site access driveway at the intersection of North Point Drive and North Point Circle shall require pedestrian and bicycle access. Geometry, lighting, and materials shall provide emphasis on the pedestrian environment and safety, as approved by Staff. Assuming right-of-way is available, streetscape improvements shall include a 10' sidewalk, minimum 2' planting strip and decorative pedestrian lighting spanning the distance to the stormwater park on the south side and to the hotel curb cut on the north side. Applicant shall be eligible to receive impact fee credits for off-site work within the City right-of-way.
13. Developer shall provide EcoDistrict measures as outlined in the submitted application, labeled Exhibit E. Detailed information shall be provided at LDP and building permit showing compliance with the requested EcoDistrict measures. Total EcoDistrict points to be confirmed by Staff.
14. Village lawn/event green shall include a permanent or temporary stage of sufficient size to accommodate events as identified on Slide 25 labeled 'Program Opportunities'.
15. Developer shall improve a stormwater park on its property, as depicted in Exhibit F, including trails, landscaping and overlook. The northern half of the stormwater pond shall be improved prior to a CO for the first 'For-Rent' building and remaining portion of the stormwater pond improved prior to a CO for the second 'For-Rent' building, as approved by Staff. Upon completion of each of the northern half and the remaining portion, the tract shall be dedicated to the City, other than the detention ponds themselves and waterways which feed it. The City shall be responsible for the structural repairs upon dedication and the developer shall be responsible for daily maintenance.

Developer and other pond owner shall remain solely and exclusively responsible for maintenance of the detention ponds and waterways which feed it. The cost of the construction of such improvements shall be eligible for a credit against park impact fees.

16. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and open space within the development and across North Point Circle. Pedestrian crossings throughout development shall be ramped and the surface materials shall be brick pavers, cobblestones or architecturally treated concrete products, as approved by DRB.
17. Minimum 2,500 square feet civic space shall be developed at the corner of North Point Circle and North Point Drive. Civic space shall include decorative hardscape, landscape, and EcoDistrict monument/sculpture or Creative Placemaking District Threshold, as approved by the Cultural Arts Commission (CAC). Hardscape, landscape and monument/sculpture or district threshold shall be maintained by the HOA. Minimum 6 monument/murals/sculptures or district thresholds (or water feature) shall be provided at prominent locations throughout the development, with unique monuments/murals/sculptures approved by CAC. Approval and construction of at least 1 monument/sculpture or district threshold shall be required concurrent with the first CO for the 'For-Rent' building. A minimum of 1 additional monument/sculpture or district threshold shall be required concurrent with the CO for the 'For-Rent' building in each subsequent phase of development. All sculptures shall be required prior to final CO issued for the last building constructed.
18. Retaining walls shall receive architectural façade treatment and be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaping to break up large expanse of retaining wall.
19. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.
20. Prior to LDP, applicant shall submit for approval a document to be titled 'North Point Mall Redevelopment Design Standards'. This document shall include elevations or architectural themes, specifications for street furniture (benches, trash receptacles, lighting, bicycle racks, etc.), bus shelter, signage, storefronts, and landscaping and shall be substantially similar to the renderings filed with the 2022 application. Design standards will be presented to the DRB for review and approval. This document also shall detail entrance treatment for the North Point Drive/North Point Circle and easternmost Access Drive/North Point Circle intersection with new private streets.
21. Awnings, or similar overhead structure, shall be provided at the ground level in commercial areas where reasonably appropriate in order to protect pedestrians from inclement weather.
22. Development shall include at least 1 rooftop amenity within the non-residential portion of the development.
23. Provide detailed street planting for North Point Circle and new private streets. Landscape plan shall be approved prior to issuance of a LDP and shall retain landscape trees, if possible, as approved by DRB.
24. Surface parking areas shall comply with UDC requirements for screening and tree islands.
25. Backside of buildings or 'back of house' functions (such as loading or dumpster area) shall be screened from new streets and North Point Circle, as approved by DRB.
26. Prior to the first LDP, applicant shall submit a revised master plan to the City, which shall incorporate the approved conditions, as well as the following:
    a. Approved specifications and standards identified for each use within the total development.
    b. Pedestrian network.
    c. Overall planned open space areas.
    d. Phasing plan demonstrating how construction will be staged and implemented in a manner that screens construction views from adjacent roadways.

<u>Other Conditions:</u>

27. At such time as MARTA stipulates and funds its intention to move forward with a future Georgia 400 MARTA bus rapid transit and/or train station at North Point Mall, Developer, its successors and assigns; shall dedicate land to the City as depicted on Exhibit G or an equivalent reasonably substituted tract of like size within the Georgia 400 buffer agreed upon by owner and City. If at any time MARTA stipulates that the land is not needed, or if MARTA has not begun construction by December 31, 2028, then there shall be no obligation to dedicate the land or, if already conveyed to the City, it shall be conveyed back to the Developer, its successors or assigns. This reservation does not in any way entitle MARTA or the City to use any part of the balance of the Mall property, and Developer, its successors and assigns is/are under no obligation to allow such use. Nor does this reservation entitle MARTA customers to park on Mall property to access the station.

28. Developer shall be responsible for planting and maintenance of any medians within the development and for medians located on North Point Circle or the Access Roads.
29. Developer's financial responsibility for offsite improvements and stormwater park improvements shall not exceed its impact fees, nor shall credits be given for meeting minimum EcoDistrict and open space requirements.
30. It is acknowledged that the approved site plan may be subdivided into separately platted parcels with individual tax numbers, that the separate development parcels are to be developed by separate owners/developers, and that the public amenities are to be platted and owned by the Developer. Zoning compliance for conditions uniquely applicable to an individual owner's parcel will be the responsibility of that owner and that non-compliance by such an owner does not render, by itself, the remaining parcels "non-conforming" uses under the Zoning Code.

General Conditions of Approval to GRTA Development of Regional Impact Notice of Decision:

Bicycle, Pedestrian & Transit Facilities

31. Provide pedestrian connectivity between all buildings and uses.
32. Install pedestrian and bicycle wayfinding signage on-site to direct pedestrian and bicycle traffic to and from Big Creek Greenway, bike lanes, and transit.
33. Upgrade existing MARTA stops near the northern mall entrance drives to include transit shelter as approved by MARTA.
34. Design site driveways to service pedestrians and cyclists.
35. Address curbside activities including parking, deliveries, ride-hailing, bicycling and micromobility use, and pedestrian activity.

III. REPORT IN BRIEF:

The applicant, Trademark Management, Ltd., requests a master plan amendment, rezoning, conditional use and variances to allow for the demolition of approximately 464,000 square feet of the existing mall including two (2) anchor boxes and redevelopment with 315,700 square feet of new retail, restaurants and creative office, 120,000 square feet of office, 150-room hotel, 875 'For-Rent' units, 85 'For-Sale' townhomes, and approximately nineteen (19) acres of open space on 83.67 acres in the North Point Overlay. A master plan amendment is requested to the North Point Mall Master Plan to modify development regulations. A rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use) and a conditional use is requested to allow Dwelling, 'For-Rent', Dwelling, 'For-Sale' Attached, and to increase the allowable density. Variances are requested to increase building height, encroach into the Georgia 400 buffer for the MARTA BRT and multi-use trail. The property is located at 1000 North Point Parkway, 4500 North Point Place, 0 & 5000 North Point Drive, 2000 & 6000 North Point Circle, and 0 Rock Mill Road.

DISCUSSION

The submitted request, if approved, would allow for the demolition of approximately 464,000 square feet of the existing mall including two (2) anchors and redevelopment with 315,700 square feet of new retail, restaurants and creative office, 120,000 square feet of office, 150-room hotel, 875 'For-Rent' units, 85 'For-Sale' townhomes, and approximately nineteen (19) acres of open space on 83.67 acres in the North Point Overlay. The proposed residential density is 11.4 dwelling units per acre. A master plan amendment is requested to the North Point Mall Master Plan to modify development regulations. A rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use) and a conditional use is requested to allow Dwelling, 'For-Rent', Dwelling, 'For-Sale' Attached, and to increase the allowable density. Variances are requested to increase building height, encroach into the Georgia 400 buffer for the MARTA BRT and multi-use trail. The property is located at 1000 North Point Parkway, 4500 North Point Place, 0 & 5000 North Point Drive, 2000 & 6000 North Point Circle, and 0 Rock Mill Road.

The property is zoned PSC and MU, subject to the North Point Mall Master Plan. Surrounding properties are zoned PSC, with properties to the south and west subject to the North Point Mall Master Plan and properties to the north and east subject to the North Point Business Center Master Plan. Surrounding properties include Residence Inn by Marriott to the northeast, a regional stormwater facility to the east, various commercial outparcels and Dillard's to the south, Von Maur and Encore Commons office buildings to the west and Georgia 400 to the north. The

Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed development.

The North Point Mall Master Plan (MP-90-04) was approved on March 19, 1990, allowing a 1,392,132 square foot regional shopping mall and commercial outparcels on 100 acres. As shown in the table below, the Master Plan has been amended several times including amendments to allow creative office space (SPACES) inside the Mall and redevelopment of the Sears anchor with a new mixed-use development. The later approval included a master plan amendment, rezoning, conditional use and variances to allow 300 'For-Rent' units, freestanding commercial and open space. Variances were approved to eliminate the neighborhood grocery in conjunction with 'For-Rent' use, allow interior common space in the Mall to count as amenity space, and allow ground-floor 'For-Rent' dwellings on a storefront street. The current master plan amendment, if approved, would significantly expand the redevelopment efforts at the Mall and would result in nearly half of the Mall being removed and replaced with a mixed-use development over three (3) phases and a 10-year development timeline.

North Point Mall Master Plan History

File#	Location	Request
MP-90-04/Z-90-03/V-90-01/V-90-02	Master Plan	Original Mall Master Plan to allow regional shopping mall
MP-93-03	North Point Mall and Outparcels 1A, 1B, 1C	Amendment to reflect Mall as-built condition and address specific uses for 3 outparcels on North Point Pkwy
MP-95-02	Outparcel 1A	Change of use from restaurant to retail sales
MP-08-05/CU-08-04	Outparcel	Allow Liquor Store for Total Wine
MP-12-02/CU-12-01	Mall	Add Theater use for AMC Theaters
MP-18-04	Mall	Add 30,000 SF of office for SPACES inside the Mall
MP-18-07/Z-18-10/CU-18-08/V-18-10	Mall	Remove Sears and redevelop with 300 'For-Rent' units, 30,000 SF retail/restaurant, and 14.73 acres of open space

A rezoning is requested for 83.67 acres from PSC to MU and a conditional use is requested to allow 'Dwelling, 'For-Rent' Residential' use. The subject property is located within Priority Area 1 on the North Point LCI Density Priority Map, which is designated in the North Point Overlay as an appropriate area for higher densities. A conditional use is requested to increase the maximum allowable density in the MU district from eight (8) dwelling units per acre to 11.4 dwelling units per acre. The table below provides a comparison between the applicant's proposal and the original and current development approvals in the North Point Mall Master Plan.

North Point Mall Master Plan Comparison Table

Use	Original Master Plan & Amendments	Sears Redevelopment	Current Proposal	Net Change
Site Acreage	100 acres	83.67 acres (30 acres rezoned to MU)	83.67 acres	0
'For-Rent' Residential	0	300 Units	900 Units	+600 Units
'For-Sale' Residential	0	0	36 'For-Sale' Townhomes	+36 'For-Sale' Townhomes
Retail & Restaurant	1,392,132 SF	30,000 SF (freestanding) -154,886 SF (Sears)	315,700 SF (includes creative office) -464,000 SF (Sears, JC Penney & portion of Mall interior)	-148,300 SF
Office	30,000 SF (SPACES)	N/A	120,000 SF	+120,000 SF
Hotel	0	0	150 rooms	+150 rooms
Open Space	N/A	14.67 acres	19.11 acres	+4.44 acres

The applicant requests the following variances to the Unified Development Code (UDC):

1. Subsection 2.10.3(D) – Increase the maximum building height in the North Point Overlay and in the MU district above four (4) stories and 60'. The applicant requests that 'For-Rent' buildings be permitted a maximum building height of five (5) stories or 85' and six (6) stories or 85' for office and hotel buildings. The maximum height of commercial and townhome buildings will comply with the four (4) story maximum.
2. Section 3.2 – Allow for encroachments into the Georgia 400 Tree Protection Zone (buffer) for the future MARTA BRT right-of-way acquisition and proposed multi-use trail.

SITE PLAN

The submitted site plan depicts removal of approximately 464,000 square feet of existing space within the Mall (Sears, JC Penney and inline storefronts) and replacement with 875 'For-Rent' units in three (3), 5-story buildings, 315,700 square feet of new retail and restaurant uses in several freestanding buildings, a six (6) story, 120,000 square foot office building, a six (6) story, 150-room hotel, 85 'For-Sale townhomes, a 40,000 square foot special events facility and approximately nineteen (19) acres of open space. Center Court, located in front of Macy's, will become the new front door to the Mall and significant interior renovations are proposed within the remaining portion of the Mall. Commercial buildings are proposed surrounding a plaza at the new entrance to the Mall, as well as in a retail square immediately adjacent to the plaza. 'For-Rent' buildings, including active uses along storefront streets, flank the retail area to the north and east and a hotel flanks the retail area to the south. An office building is proposed adjacent to the future MARTA BRT connection along Georgia 400 and 'For-Sale' townhomes are proposed adjacent to the regional stormwater park. Future development is depicted along North Point Circle in the parking lots outside of AMC, Von Maur and Dillard's; however, building size and proposed uses are not identified.

A new storefront street is depicted extending west from the intersection at North Point Drive and North Point Circle to the new entrance of the Mall and two (2) new parallel streets are depicted extending north-south through the development and connecting to North Point Circle. Several secondary streets are proposed throughout the development providing connections between the primary storefront streets and North Point Circle. Sidewalks are depicted throughout the development along both sides of new storefront streets and secondary streets. New internal streets created in existing parking lots are identified in the North Point Overlay as Type D Corridors and North Point Circle is identified as a Type C Corridor, of which both require a minimum zero-foot (0') setback and maximum ten-foot (10') setback. Building setbacks depicted on the site plan are consistent with the established setback regulations.

A total of 5,739 parking spaces are provided for the development, which includes the remaining portion of the Mall. The UDC requires 5,074 parking spaces for the applicant's proposal and remaining areas of the Mall. Parking requirements include the 20% parking reduction in the North Point Overlay. In addition to the remaining Mall surface parking lots and parking deck, new parking decks are proposed for each of the For-Rent' buildings, a new office parking deck, new surface parking lots, on-street parking and townhome garage and driveway parking.

The applicant's open space plan depicts 19.11 acres, or 23% open space, of which 11.91 acres is civic space and 7.20 acres is amenity space. The table below provides a breakdown of the proposed open space, which includes a variety of improvements such as plazas and squares, pocket parks, bike lanes and multi-use trail connections between MARTA BRT and North Point Parkway, stormwater park improvements, sports courts, multi-family pools and other amenity areas, yards, balconies and patios, outdoor dining areas, and mall interior common areas. The North Point Overlay requires 10% of the site be set aside as civic space and 5% be set aside as amenity space. Since a conditional use is requested to increase density above eight (8) dwelling units per acre, minimum civic space increases to 13.4%.

Open Space	Area	Notes
CIVIC SPACE		
Square	1.19 acres	
Plaza	5.51 acres	
Pocket Parks	1.76 acres	
Parks	2.48 acres	
Multi-use Trails	0.96 acres	
TOTAL Civic Space	**11.91 acres**	Min. required 11.2 acres
AMENITY SPACE		
Outdoor Dining	0.32 acres	
Patios and Porches	0.24 acres	
Yards and Lawns	1.38 acres	
Enhanced Hardscape	3.51 acres	
Balconies	0.39 acres	
Pool Area	0.91 acres	
Sports Courts	0.45 acres	
TOTAL Amenity Space	**7.20 acres**	Min. required 4.18 acres
TOTAL OPEN SPACE	**19.11 acres**	

Impacts to trees will be minimal given that the proposal represents redevelopment of an existing regional shopping mall and surface parking lot. Stormwater facilities are not depicted on the applicant's site plan; however, a regional stormwater facility exists to the east of the property and is proposed to be improved as a multi-use stormwater park. Bioretention is proposed throughout the development which helps satisfy EcoDistrict points.

ELEVATIONS

Renderings and design standards were submitted by the applicant reflecting an eclectic industrial vernacular. The applicant's intent is to create a sense that buildings have been organically built over time with a cohesive but varied mix of materials and styles. The proposed development is broken up into three (3) distinct zones: Station (remaining Mall area and surrounding parking lots), Village (new outdoor retail area on the east end of the Mall), and Neighborhood (primarily residential areas created in parking lots on the east side of the Mall). Design standards are proposed for each zone and address interior mall renovations, new front door of the mall or 'Great Porch', facades and storefronts, illumination, and signage.

'FOR-RENT' RESIDENTIAL

Careful consideration should be given to maintaining a balance between 'For-Rent' versus 'For-Sale' product in the City. The Horizon 2040 Comprehensive Plan identifies the following policy as it relates to maintaining a balance of 'Owner-Occupied' versus 'Renter-Occupied' housing in the City:

> ***Housing Policy 2: Maintain a balance between 'owner-occupied' and 'renter-occupied' in Alpharetta such that at least 68% of the housing stock is 'owner-occupied'.***

There are several factors that should be considered with requests for apartments, such as mix of uses, design, long-term viability, impacts to City facilities and services, as well as traffic and school impacts. Office space already exists, or is proposed, within the LCI and high-density housing should be tied to office space where jobs exist and are created, and service uses are available to limit vehicular trips. The 561,575 square feet of existing office (Encore Commons), 30,000 square feet of co-working office space (SPACES) inside the Mall, and 120,000 square feet of new office would generate approximately 3,000-3,500 employees (1 employee per 200-250 square feet) to support the proposed mixed-use development.

The City's Rental Housing Study (updated June 2022) recommends an annual target entitlement of approximately 116 'For-Rent' units per year in order to achieve Housing Policy 2, as stated above. While the minimum 68% 'owner-occupied' housing policy is included in the Horizon 2040 Comprehensive Plan, the annual target recommendation is not an approved City policy. The current US Census American Community Survey 5-year estimates (2016 – 2020) show that the City is at 67.7% owner-occupied housing units, which is just below the minimum 68% owner-occupied in Housing Policy 2. As shown in the table below, the City has approved 835 'For-Rent' units and 250 assisted living units since 2019. If it is decided to allow future 'For-Rent' approvals, a condition is recommended limiting a Certificate of Occupancy (CO) until 2025 in order to meet the housing policy. In addition, Staff adheres to a 5-year timeframe when making recommendations on public hearing requests for 'For-Rent' use. Housing policies are developed by the community as part of the City's Comprehensive Plan, which is updated every five (5) years.

Development	Number of units	Entitlement Year
North Point Mall Redevelopment	300	1/1/2021
Village Park at Wills Phase II	91	1/1/2022
TPA Lakeview Park	255	1/1/2022
Heritage Davis Drive	159	1/1/2023
Continuum*	280	1/1/2024

***Continuum was approved in October 2022. 'For-Rent' units are not factored into the City's Rental Study.**

The applicant proposes 875 'For-Rent' units over two (2) phases of development, of which 300 units were previously approved with the North Point Mall Sears Redevelopment. As shown in the table below, 'For-Rent' units are anticipated to be delivered in 2025 (500 units) and 2027 (375 units). 'For-Rent' buildings are proposed to be up to five (5) stories or 85' in height with structured parking decks and on-site amenities. Rental units are proposed in large multi-family buildings. Ground-floor active uses (retail, office, and amenities) are required along storefront streets and ground-floor dwellings are limited to non-storefront streets. Residents will have access to dedicated covered parking and amenities, such as a pool and private outdoor amenity areas. A mix of studio, one (1), two (2) and three (3) bedroom units are proposed. Studios are anticipated to be minimum 410 square feet, one (1) bedroom units minimum 590 square feet and two (2) bedroom units minimum 850 square feet.

'For-Rent' Phasing Request – Certificate of Occupancy (CO) Year (Revised site plan with shorter phasing)

	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Applicant's Proposal*	0	0	0	200	0	375	0	0	0	575
For-Rent not in Rental Study			280							280
Recommended Target	116	116	116	116	116	116	116	116	116	1,044
Cumulative Total	+116	+232	+68	-16	+100	-159	-43	+73	+189	189

***300 'For-Rent' units approved (CO Year 20/21) w/the North Point Mall Sears Redevelopment in 2019**

'For-Rent' Phasing Request – Certificate of Occupancy (CO) Year (Previous site plan with longer phasing)

	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Applicant's Proposal*	0	0	0	20	0	0	330	250	0	600
Recommended Target	116	116	116	116	116	116	116	116	116	1,044
Cumulative Total	+116	+232	+348	+444	+560	+676	+462	+328	+444	444

***300 'For-Rent' units approved (CO Year 20/21) w/the North Point Mall Sears Redevelopment in 2019**

ECODISTRICT

The North Point Overlay requires that EcoDistrict measures be incorporated into all new developments. The applicant's proposal represents a significant redevelopment with a conditional use to increase density. Therefore, the proposed mixed-use development must achieve at least ten (10) EcoDistrict points. According to the applicant's letter of intent, a total of 39 points are proposed for the development. Since the development will be constructed over several phases, the applicant broke the development up into five (5) project areas, or zones, with a minimum of seven (7) points proposed for each zone. EcoDistrict points are requested for Green Building, Water Efficiency in Building Design, Bio-retention, Sustainable Landscaping, and Enhanced Bicycle Amenities. If approved, the developer should provide the EcoDistrict measures as requested in the applicant's letter of intent, as determined by Staff at LDP and building permit.

EACH PROJECT AREA WILL MEET OR EXCEED THE POINT TOTAL REQUIRED BY THE UDC SECTION 2.10 - NORTH POINT OVERLAY. EXCESS POINTS IN ANY PROJECT AREA MAY BE APPLIED TO FUTURE PROJECTS.

ESTIMATE ECO-DISTRICT POINT ACHIEVEMENT:

ZONE 1: APPROX. **10** *POINTS*

- GREEN BUILDING (MF BUILDING) = **3** POINTS
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS) = **2** POINTS
- BIO-RETENTION = **2** POINTS
- SUSTAINABLE LANDSCAPING = **1** POINT
- ENHANCED BICYCLE AMENITIES = **2** POINTS

ZONE 2: APPROX. **8** *POINTS*

- GREEN BUILDING (MF BUILDING) = **3** POINTS
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS) = **2** POINTS
- SUSTAINABLE LANDSCAPING = **1** POINT
- ENHANCED BICYCLE AMENITIES = **2** POINTS

ZONE 3: APPROX. **7** *POINTS*

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS) = **2** POINTS
- BIO-RETENTION = **2** POINTS
- SUSTAINABLE LANDSCAPING = **1** POINT
- ENHANCED BICYCLE AMENITIES = **2** POINTS

ZONE 4: APPROX. **7** *POINTS*

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS) = **2** POINTS
- BIO-RETENTION = **2** POINTS
- SUSTAINABLE LANDSCAPING = **1** POINT
- ENHANCED BICYCLE AMENITIES = **2** POINTS

ZONE 5: APPROX. **7** *POINTS*

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS) = **2** POINTS
- BIO-RETENTION = **2** POINTS
- SUSTAINABLE LANDSCAPING = **1** POINT
- ENHANCED BICYCLE AMENITIES = **2** POINTS

ESTIMATED 39 TOTAL ECO-DISTRICT POINTS



Old Fourth Ward Stormwater Park

The EcoDistrict encourages incorporating water into civic and amenity areas. An eleven (11) acre regional stormwater facility with a permanent pool is located in a wooded area at the southeast corner of North Point Drive and North Point Circle. The applicant proposes to improve a portion of the stormwater pond under their control as a multipurpose stormwater and public park facility, including an overlook deck and multi-use trail. The North Point stormwater pond could add features similar to the Old Fourth Ward Stormwater Park in Atlanta (see photograph to the left).

TRAFFIC

The applicant submitted a trip generation report for the proposed mixed-use development. As shown in the table below, the proposed development would generate approximately 862 AM Peak Hour trips and 560 PM Peak Hour trips. The report notes that if the 277,000 square feet of vacant retail space in the Mall was occupied, it would generate approximately 10,456 net daily trips. With an estimated 9,960 net new trips, the site is expected to generate five percent (5%) less net traffic than the expected trip generation of a fully occupied mall.

Table 9: Trip Generation								
Land Use	Density	Daily Traffic			AM Peak Hour		PM Peak Hour	
		Total	Enter	Exit	Enter	Exit	Enter	Exit
220 – Multi-Family Housing (Low-Rise)	36 units	232	116	116	4	14	15	9
221 – Multi-Family Housing (Mid-Rise)	900 units	4,904	2,452	2,452	77	218	223	142
310 – Hotel	150 rooms	1,266	633	633	41	29	44	42
710 – General Office Building*	120,000 sf	1,266	633	633	120	19	22	113
820 – Shopping Center	244,560 sf	9,232	4,616	4,616	143	87	447	485
932 – High-Turnover (Sit-Down) Restaurant	71,140 sf	7,980	3,990	3,990	389	318	431	264
Gross Project Trips		**24,880**	**12,440**	**12,440**	**774**	**685**	**1,182**	**1,055**
Demolition of 235,000 SF of occupied Retail		*-8,872*	*-4,436*	*-4,436*	*-137*	*-84*	*-430*	*-465*
Mixed-Use Reductions		*-2,164*	*-1,082*	*-1,082*	*-140*	*-140*	*-289*	*-289*
Alternative Mode Reductions		*-1,386*	*-693*	*-693*	*-50*	*-46*	*-47*	*-31*
Pass-By Reductions		*-2,498*	*-1,249*	*-1,249*	*-0*	*-0*	*-63*	*-63*
Net New Trips		**9,960**	**4,980**	**4,980**	**447**	**415**	**353**	**207**

The applicant's proposal triggered a Development of Regional Impact (DRI) review, which requires a rigorous traffic impact assessment and allows input from neighboring jurisdictions and affected agencies. The traffic assessment also accounted for the City's current North Point Parkway Streetscape project and the current recommendation to right-size the North Point Parkway corridor by removing a travel lane in each direction and providing twelve-foot (12') multi-use sidewalks along each side of the street. When accounting for the lane reductions and the programmed uses from the applicant's proposal, projected 2030 traffic operations are accommodated with no physical improvements necessary to serve the anticipated traffic generated by the proposed development, as well as projected traffic growth within the study network.

SCHOOLS

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

FULTON COUNTY SCHOOLS – 900 'For-Rent' Units and 36 'For-Sale' Townhomes

School	Estimated # New FCS Students Generated
Northwood Elementary School	47 – 150
Haynes Bridge Middle School	4 – 54
Centennial High School	18 – 86
Total	69 – 290

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 69 – 290 school age children. All three schools are shown to be under capacity.

STANDARDS FOR MASTER PLAN AMENDMENT/ZONING CHANGES

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

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

Response: The zoning proposal would permit a mixed-use development, which is consistent with the vision in the North Point LCI, Comprehensive Plan and North Point Overlay.

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

Response: The zoning proposal would permit a mixed-use development, which is consistent with the vision in the North Point LCI, Comprehensive Plan and North Point Overlay.

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

Response: The proposed mixed-use development represents redevelopment of a substantial portion of the Mall and associated surface parking lots and would not negatively impact the natural environment.

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

Response: Regional shopping malls are closing across the country. If a new vision is not implemented, the Mall and surrounding retail area could rapidly decline. A mixed-use development at this location is consistent with the vision in the North Point LCI and would reduce impacts on City facilities and services.

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 purpose of a mixed-use development is to reduce impacts on public facilities and services by providing a place to live, work and play. The zoning proposal is consistent with the vision in the North Point LCI.

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

Response: A mix of uses, specifically residential use, was not contemplated in the original PSC zoning district which covers much of the North Point area. The North Point LCI established a vision for the area in the 2008 and 2018 LCI documents, which now contemplate adding residential uses to the area.

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: Regional shopping malls are closing across the country. If a new vision is not implemented, the Mall and surrounding retail area could rapidly decline. A mixed-use development at this location is consistent with the vision in the North Point LCI and would reduce impacts on City facilities and services.

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

Response: Regional shopping malls are closing across the country. If a new vision is not implemented, the Mall and surrounding retail area could rapidly decline. A mixed-use development at this location is consistent with the vision in the North Point LCI and would reduce impacts on City facilities and services.

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

Response: The zoning proposal is consistent with the comprehensive land use plan designation of the property, which is 'Mixed 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: The project has sufficient access from North Point Drive, North Point Circle and North Point Parkway.

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 proposed development can sufficiently address the above-referenced site development requirements.

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 applicant proposes 'For-Rent' use in association with a mixed-use development, which is consistent with the comprehensive land use plan designation of the property, which is Mixed Use. The property is also located within Priority Area 1 on the residential density map in the North Point overlay, which is appropriate for higher residential densities.

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; and

Response: The proposed conditional use should not impact the normal and orderly development of surrounding properties.

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

Response: The proposed uses are consistent with the vision of the Comprehensive Plan, North Point LCI and North Point Overlay, which identify the Georgia 400 corridor, and specifically the North Point area, as an appropriate location to establish mixed-use activity centers at higher densities and intensities. However, the applicant requests that 'For-Rent' units be permitted in three (3) separate phases of development over a ten (10) year period. Staff adheres to a five (5) year timeframe when making recommendations related to requests for 'For-Rent' use, which is consistent with the five (5) year update to the Comprehensive Plan. Therefore, it is recommended that residential use in the final phase of development be limited to 'For-Sale' residential uses.

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

Response: There have not been any conditional use requests to increase density in the North Point area and there are no 'For-Rent' uses in the immediate vicinity of the Mall. In addition, there are no conflicting uses in the vicinity of the Mall.

VARIANCE REVIEW CRITERIA

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

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

Response: There are exceptional conditions pertaining to the property due to the size and shape. The variance to allow an encroachment into the Georgia 400 buffer is for the purpose of accommodating the future MARTA BRT stop at the Mall. The maximum building height in the North Point Overlay is four (4) stories or 60'. The applicant requests a variance to increase building height for the 'For-Rent' buildings to five (5) stories or 85' and for the hotel and office to six (6) stories or 85'. The applicant's intent, as stated in the public hearing application, is to create a sense that buildings have been organically built over time, which is consistent with the request to construct buildings with a variety of building heights. In addition, several master plans in the North Point Overlay allow building heights up to 30 stories.

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

Response: The applicant's intent, as stated in the public hearing application, is to create a sense that buildings have been organically built over time. Application of the ordinance would result in a uniform building height across the 83.67-acre mixed-use development, which could have a contrived look and feel. Avalon has a mix of building heights ranging from one (1) and two (2) story commercial buildings to ten (10) story office buildings and a twelve (12) story hotel.

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

Response: There are exceptional conditions pertaining to the property due to the size and shape. The variance to allow an encroachment into the Georgia 400 buffer is for the purpose of accommodating the future MARTA BRT stop at the Mall. The maximum building height in the North Point Overlay is four (4) stories or 60'. The applicant requests a variance to increase building height for the 'For-Rent' buildings to five (5) stories or 85' and for the hotel and office to six (6) stories or 85'. The applicant's intent, as stated in the public hearing application, is to create a sense that buildings have been organically built over time, which is consistent with the request to construct buildings with a variety of building heights. In addition, several master plans in the North Point Overlay allow building heights up to 30 stories.

(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: Relief, if granted, should not cause a substantial detriment to the public good. The variety of building heights will result in a more interesting development with a sense of having been organically built over time.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a master plan amendment, rezoning, conditional use and variances. The proposed mixed-use development is consistent with the vision for the North Point Overlay and specifically addresses objectives in the North Point LCI, such as 1) Create a "park once walk everywhere" walkable environment, 2) Induce redevelopment of large areas of surface parking, and 3) Improve the area's retail balance. The proposal also emphasizes sustainability, open space and connectivity between various modes of transportation, which are key components in the Overlay. Staff recommends that "for-rent" should be contingent on construction of concurrent office which serves to capture employee/resident internal trips and support the requested hotel.

The proposal adds a customer base to patronize the Mall's existing establishments during non-typical hours. This is important as traditional regional shopping malls are going dark across the country. The proposed Mall redevelopment should not generate significant changes in demand on public facilities and services and the proposed use would produce fewer vehicular trips than the expected trip generation of a fully occupied mall. While the applicant proposes an increase to the residential density, they are adding substantial open space and recreational opportunities within the development to minimize impacts to existing City facilities and services. More importantly, the proposal is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use'.

There are exceptional conditions pertaining to the property due to the size and shape. The variance to allow an encroachment into the Georgia 400 buffer is for the purpose of accommodating the future MARTA BRT stop at the Mall. The applicant's intent is to create a sense that buildings have been organically built over time. Without the building height variance, the development could have a contrived look and feel.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that a variety of outreach measures were undertaken by the applicant including a tenant notice on 3/2/2022, stakeholder meeting with North Point property owners in 3/15/2022, tenant quarterly meeting on 3/31/2022, North Point stakeholder meeting on 4/12/2022, Greater North Fulton Strategic Leadership Visit on 6/9/2022, and mailed public notices to properties within 500'. Questions and comments received from the public included how merchandise will be different from other projects in the market, adequate space for bike lanes and parallel parking, projected multi-family rents, will the project

address workforce housing, provide electric vehicle charging stations, status of JC Penney and when construction will begin.

The City also received feedback from the public including the status of JC Penney, ensuring that parking is convenient, and providing pet-friendly areas and restaurants.

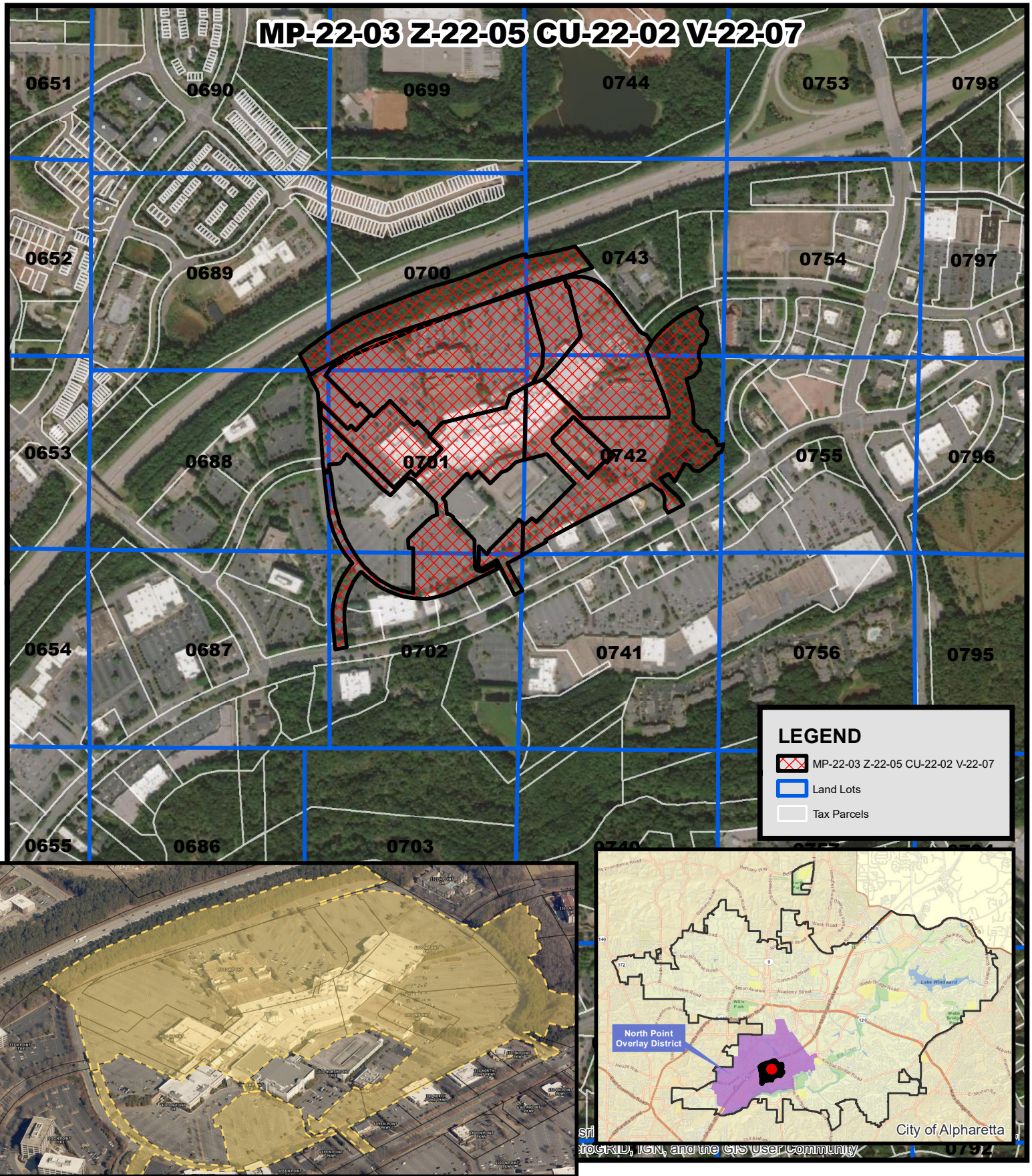
COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on May 11, 2022. There were public comments with questions regarding the status of JC Penney and if it has a place in the redevelopment plan, when demolition/ground breaking will begin, need workforce housing at this location, have Mall tenants been notified of this plan, what happened to the previous redevelopment plan, will the stormwater park be developed, and will there be a MARTA BRT stop at this location.

IV. ATTACHMENTS:

- Aerial Map
- Zoning Map
- Future Land Use Map
- Location Map
- Latest Site Plan 10.26.22
- Latest Color Site Plan
- Site Plan 7.20.22
- Exhibit A – The Property
- Exhibit B – Ground Floor Walkouts
- Exhibit C – Streetscapes
- Exhibit D – Bike Lanes and Path
- Exhibit E – EcoDistrict
- Exhibit F – Stormwater Park
- Exhibit G – GA400 MARTA BRT Stop
- Exhibit H – Renderings
- Trip Gen Memo Comparison 10.25.22
- Redevelopment Schedule
- Mall Redevelopment Projects
- North Point Entry Exhibits
- Traffic Report 5.17.2022
- Citizen Participation Part B
- Letters of Support
- Public Comments
- CZIM Minutes – 5.11.2022
- CZIM Sign In Sheet 10.12.2022
- North Point Mall PH Application

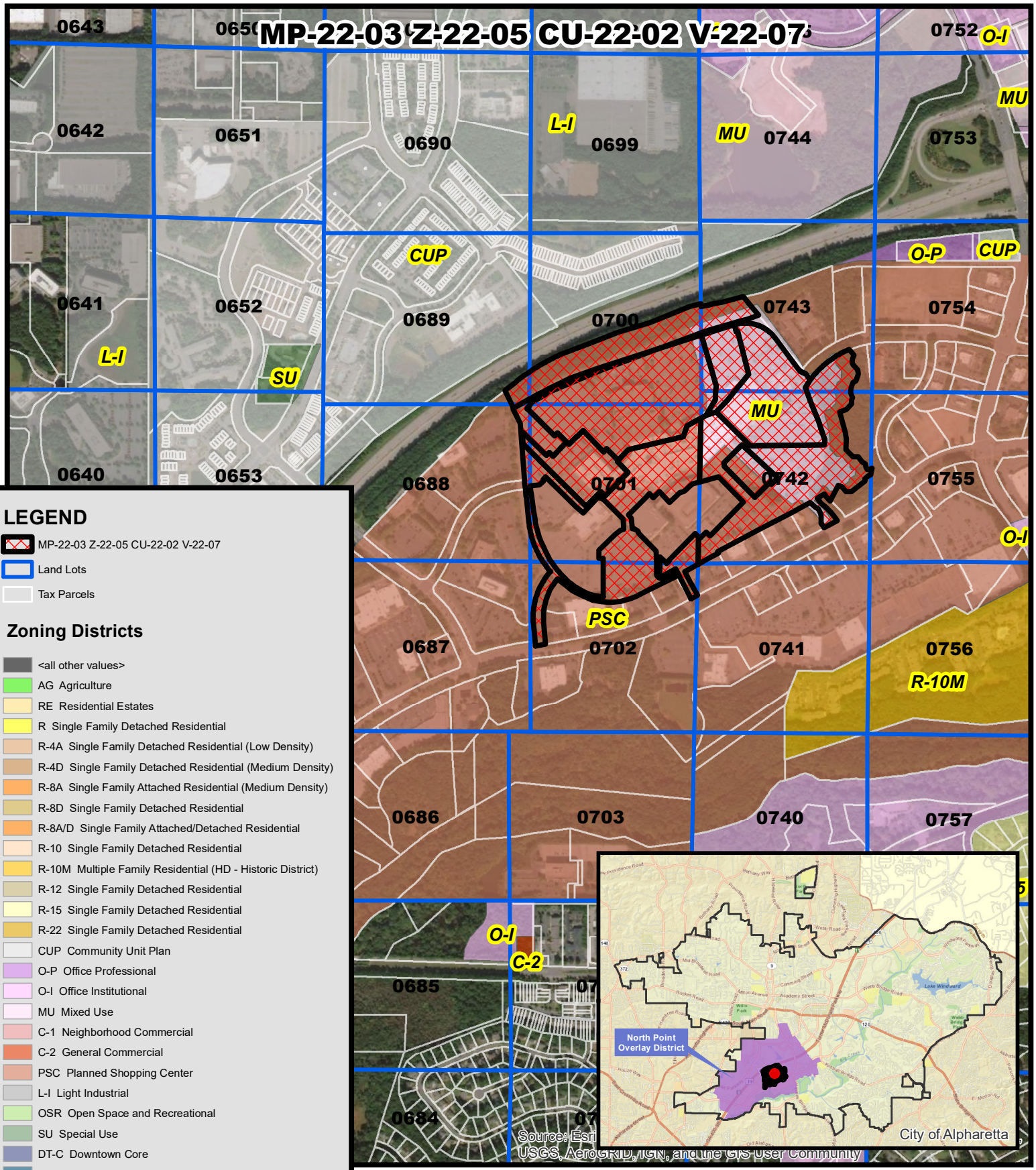
- Applicant’s Requested Zoning Condition Changes



Aerial Map
North Point Mixed Use

MP-22-03 Z-22-05 CU-22-02 V-22-07
D/LL: 1/2/0688, 0689, 0700, 0701, 0702, 0742, 0743
PC: 7/07/22
CC: 7/25/22

Location Map Provided by:
Community Development - GIS



LEGEND

- MP-22-03 Z-22-05 CU-22-02 V-22-07
- Land Lots
- Tax Parcels

Zoning Districts

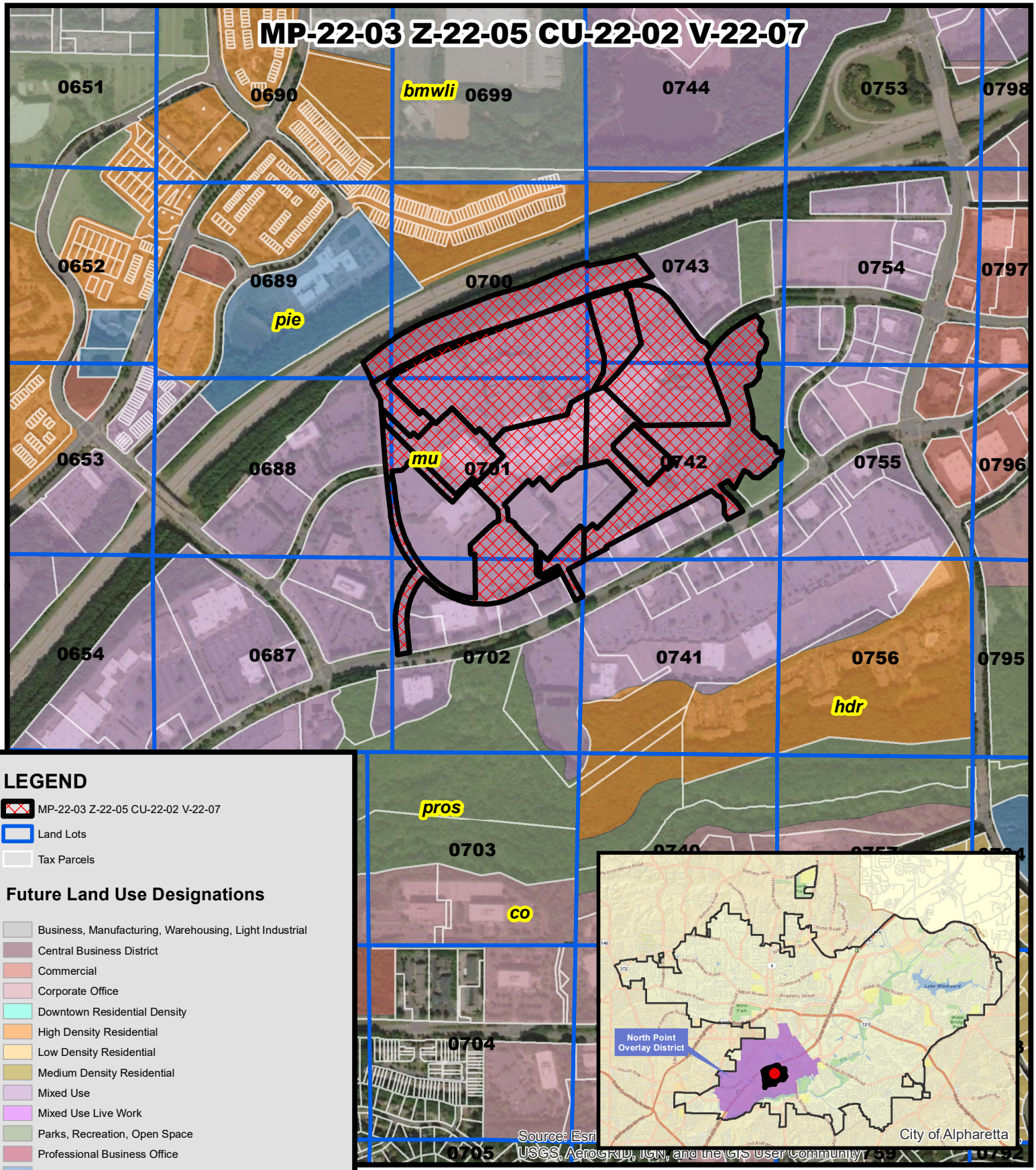
- <all other values>
- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-4D Single Family Detached Residential (Medium Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-8D Single Family Detached Residential
- R-8A/D Single Family Attached/Detached Residential
- R-10 Single Family Detached Residential
- R-10M Multiple Family Residential (HD - Historic District)
- R-12 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-22 Single Family Detached Residential
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential

ALPHARETTA
GEORGIA

Zoning Map
North Point Mixed Use

MP-22-03 Z-22-05 CU-22-02 V-22-07
D/LL: 1/2/0688, 0689, 0700, 0701, 0702, 0742, 0743
PC: 7/07/22
CC: 7/25/22

Location Map Provided by:
Community Development - GIS

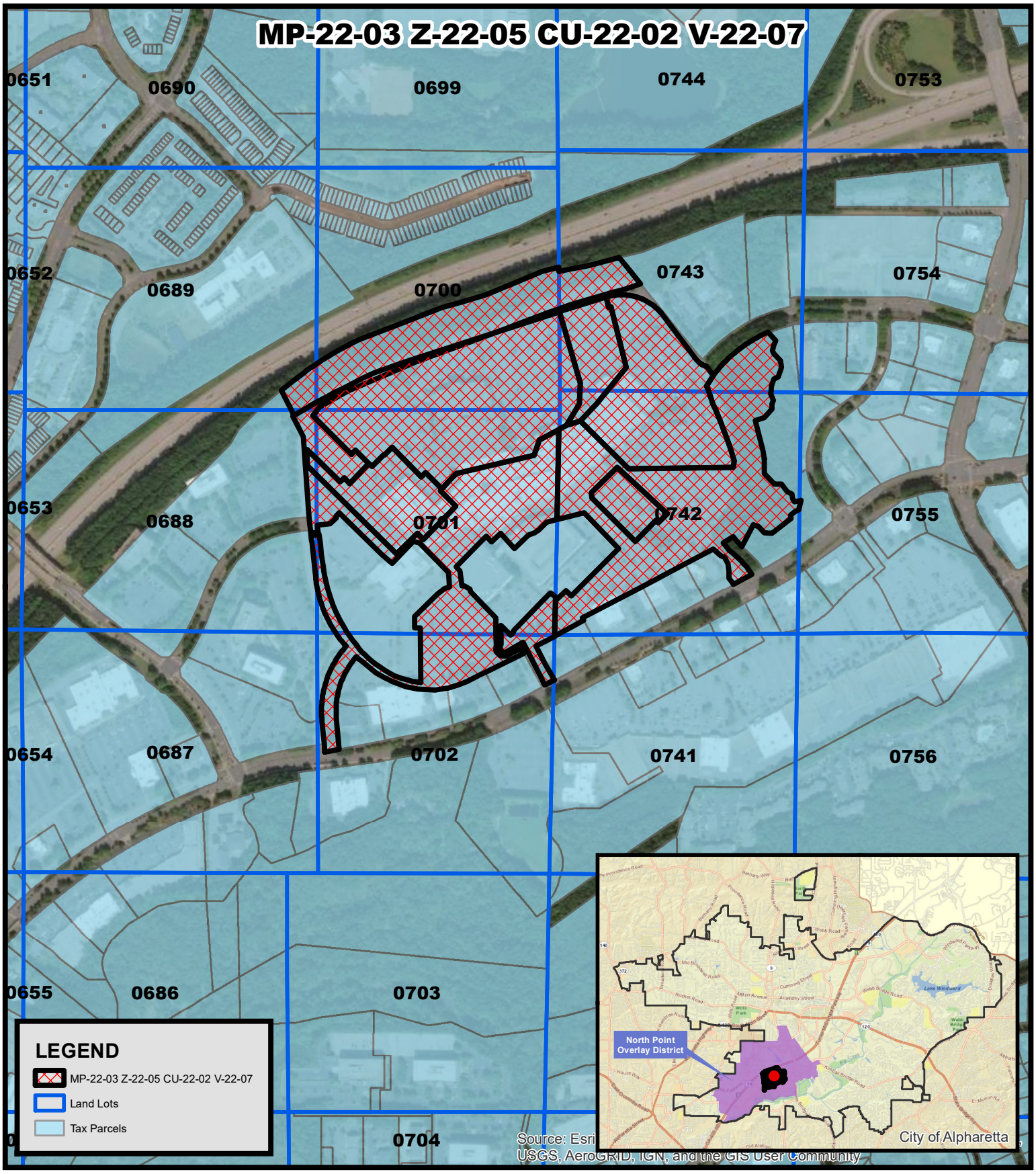


ALPHARETTA
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Future Land Use Map
North Point Mixed Use

MP-22-03 Z-22-05 CU-22-02 V-22-07
D/LL: 1/2/0688, 0689, 0700, 0701, 0702, 0742, 0743
PC: 7/07/22
CC: 7/25/22

Location Map Provided by:
Community Development - GIS

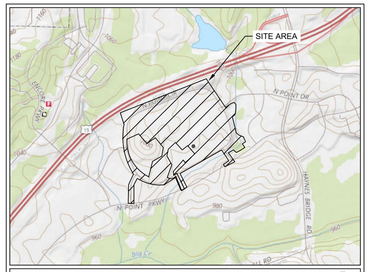


MP-22-03 Z-22-05 CU-22-02 V-22-07
D/LL: 1/2/0688, 0689, 0700, 0701, 0702, 0742, 0743
PC: 7/07/22
CC: 7/25/22

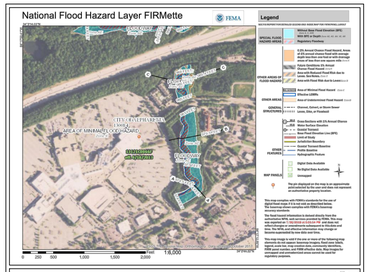
Location Map
North Point Mixed Use

ALPHARETTA
GEORGIA

Location Map Provided by:
Community Development - GIS



VICINITY MAP
N.T.S.



FEMA MAP
WITHIN ZONE AE PER FIRM PANEL 13121C0066F, 09/18/2013

OPEN SPACE LEGEND

- CIVIC SPACE
- AMENITY SPACE

DEVELOPMENT SUMMARY

DRI NUMBER: DRI#3469

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:
Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	479,223 SF (5,728 SF/ACRE)
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF (123 SF/ACRE)
PROPOSED RESTAURANT	57,500 SF (938 SF/ACRE)
PROPOSED RETAIL	96,700 SF (514 SF/ACRE)
OFFICE	427,000 SF (2,928 SF/ACRE)
MULTIFAMILY (Including For-Lease Townhomes)	875 UNITS (10.46 UNITS/ACRE)
TOWNHOMES (For-Sale)	103 UNITS (1.02 UNITS/ACRE)
HOTEL	150 KEYS (1.8 KEYS/ACRE)

PARKING SUMMARY:
Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**4,774 SPACES** (TOTAL)
REMAINING MALL AREA	1,346 SPACES (1 / 285 SF*0.80)
RETAIL	310 SPACES (1 / 250 SF*0.80)
RESTAURANT	460 SPACES (1 / 100 SF*0.80)
OFFICE	1,367 SPACES (1 / 250 SF*0.80)
MULTIFAMILY	1,085 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (ASSUMES ALL 3 BEDROOM TOWNHOMES)	206 SPACES (2 / UNIT)
HOTEL	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**5,707 SPACES** (TOTAL)
EXISTING PARKING DECK	1,175 SPACES
REMAINING SURFACE PARKING	2,007 SPACES
PROPOSED SURFACE PARKING	317 SPACES
ON-STREET PARKING	102 SPACES
WEST OFFICE PARKING DECK	380 SPACES
EAST OFFICE PARKING DECK	420 SPACES
MULTIFAMILY PARKING DECKS	1,100 SPACES
TOWNHOMES	206 SPACES

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

OPEN SPACE REQUIREMENTS	**15.65 ACRES** (TOTAL)
CIVIL SPACE:	**11.46 ACRES** (13.69% SITE AREA)
AMENITY SPACE:	**4.19 ACRES** (5% SITE AREA)
PROPOSED OPEN SPACE	**19.31 ACRES** (TOTAL)
CIVIC SPACE:	**12.71 ACRES** (554,000 SF)
SQUARE	1.19 ACRES (52,000 SF)
PLAZA	6.61 ACRES (288,000 SF)
POCKET PARKS	1.30 ACRES (56,500 SF)
PARK	2.48 ACRES (108,000 SF)
MULTI-USE TRAIL / BIKE LANES	1.14 ACRES (49,500 SF)
AMENITY SPACE:	**6.60 ACRES** (287,400 SF)
OUTDOOR DINING	0.16 ACRES (7,000 SF)
PATIOS AND PORCHES	0.72 ACRES (31,500 SF)
YARDS AND LAWNS	1.43 ACRES (62,500 SF)
ENHANCE HARDSCAPE	2.69 ACRES (117,000 SF)
BALCONIES	0.96 ACRES (41,600 SF)
POOL AREA	0.64 ACRES (27,800 SF)

Note: An asterisk (*) in the notes above denotes a variance is required

SITE PLAN NOTE

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

STORMWATER NOTE

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS (PERVIOUS PAVING, INFILTRATION FIELDS, BIORETENTION AREAS, OR OTHER COMPONENTS) PROVIDING RUNOFF REDUCTION (IF INFILTRATION RATES ALLOW), CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION PER THE CODE REQUIREMENTS. DETENTION SHALL BE PROVIDED WITHIN THE EXISTING SURFACE PONDS.

VARIANCES

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

FUTURE MARTA BRIDGE AND KISS & RIDE
BIKE LANES TO CONNECT MARTA BRT TO NORTH POINT PKWY
POCKET PARK
GEORGIA HIGHWAY 400
BIKE LANE AND MULTI-USE TRAIL MARTA BRT TO STORMWATER PARK
FUTURE CONTINGENT PUBLIC/PRIVATE PARTNERSHIP (MARTA)
MULTIFAMILY 4 STORIES
MACY'S
MULTIFAMILY POOL COURTYARD AND AMENITY AREA
MULTIFAMILY YARDS/BALCONIES
MULTIFAMILY PLAZA
OUTDOOR DINING
RETAIL PLAZA & POCKET PARK
AMC THEATERS
MALL INTERIOR OPEN SPACE
FUTURE CONNECTIVITY TO RING ROAD
NORTH POINT CENTER
MALL INTERIOR OPEN SPACE
OUTDOOR DINING
RETAIL SQUARE
OUTDOOR DINING
DILLARD'S
VON MAUR
WEST OFFICE DECK 5 STORIES
OFFICE 4 STORIES
POCKET PARK
RETAIL PLAZA
NORTHPOINT PARKWAY
EXISTING TRAFFIC SIGNAL
PROPOSED MARTA BUS STOP (BENCH)
NORTH TOWNHOME YARDS
NORTH TOWNHOME PLAZA
BIKE LANE AND MULTI-USE TRAIL MARTA BRT TO STORMWATER PARK
HPTMI II PROPERTIES TRUST
ZONED: PSC
NORTH TOWNHOME POCKET PARK
MULTIFAMILY AMENITY AREA
MULTIFAMILY POOL COURTYARD
MULTIFAMILY YARDS/BALCONIES
MULTIFAMILY PLAZA
NORTH POINT DRIVE
100' ROW
STORMWATER PARK
75' IMPERVIOUS SETBACK
50' UNDISTURBED BUFFER
25' UNDISTURBED BUFFER
TOWNHOME POCKET PARKS
TOWNHOME LAWNS
STORMWATER PARK
NORTH POINT COURT
150' ROW
120' ROW
EXISTING TRAFFIC SIGNAL
4 STORIES
5 STORIES
6 STORIES
OFFICE 5 STORIES
EAST OFFICE DECK 4 STORIES
OFFICE 4 STORIES
OFFICE 5 STORIES
GRAPHIC SCALE IN FEET
0 60 120 240
NORTH

Kimley»Horn
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PHONE: 470.614.4900
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PREPARED BY

PREPARED FOR
TORO DEVELOPMENT COMPANY
6200 AVALON BOULEVARD, -----
ALPHARETTA, GA 30009
PHONE: 470.681.3716

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
JOHNS CREEK TOWN CENTER MIXED-USE
11350 JOHNS CREEK PARKWAY, JOHNS CREEK, GEORGIA

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE042726 JOHN TYLER ROSSER

GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014602003

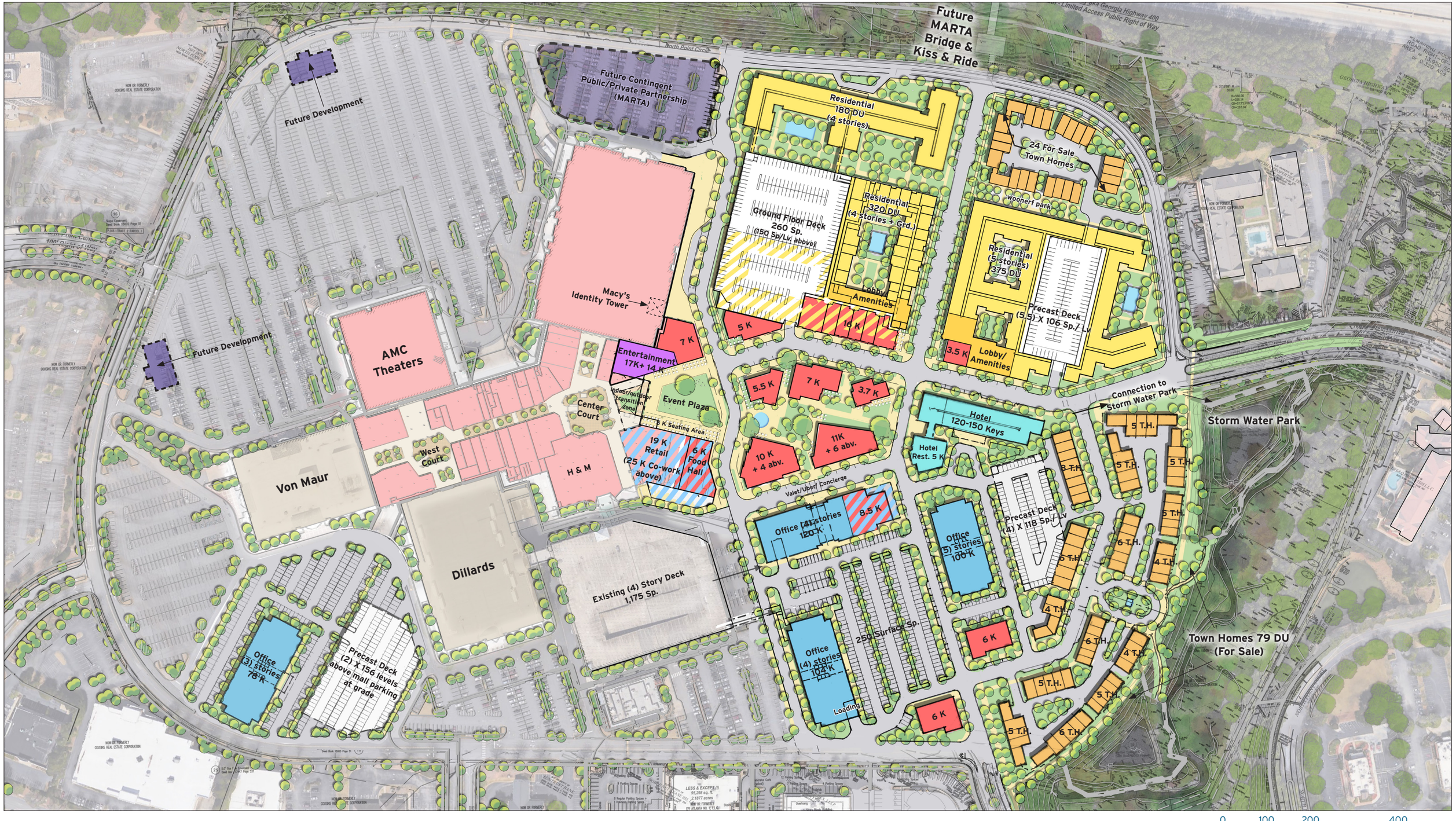
TITLE
ZONING SITE PLAN

SHEET NUMBER
ZP.01

Drawing name: K:\ATL_Civil\014555000_NPM Project Eco\CAD\Plansheets\ZP.01 - ZONING SITE PLAN.dwg ZONING SITE PLAN Oct 26, 2022 3:45pm by: Mitch.Collins

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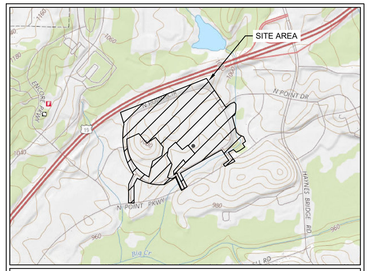
MASTER PLAN - ALTERNATE - OCTOBER 5th, 2022



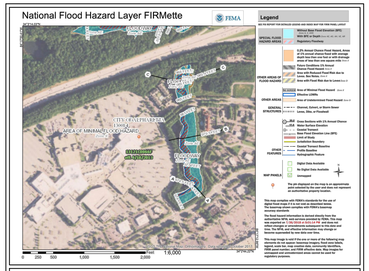
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA



VICINITY MAP
N.T.S.

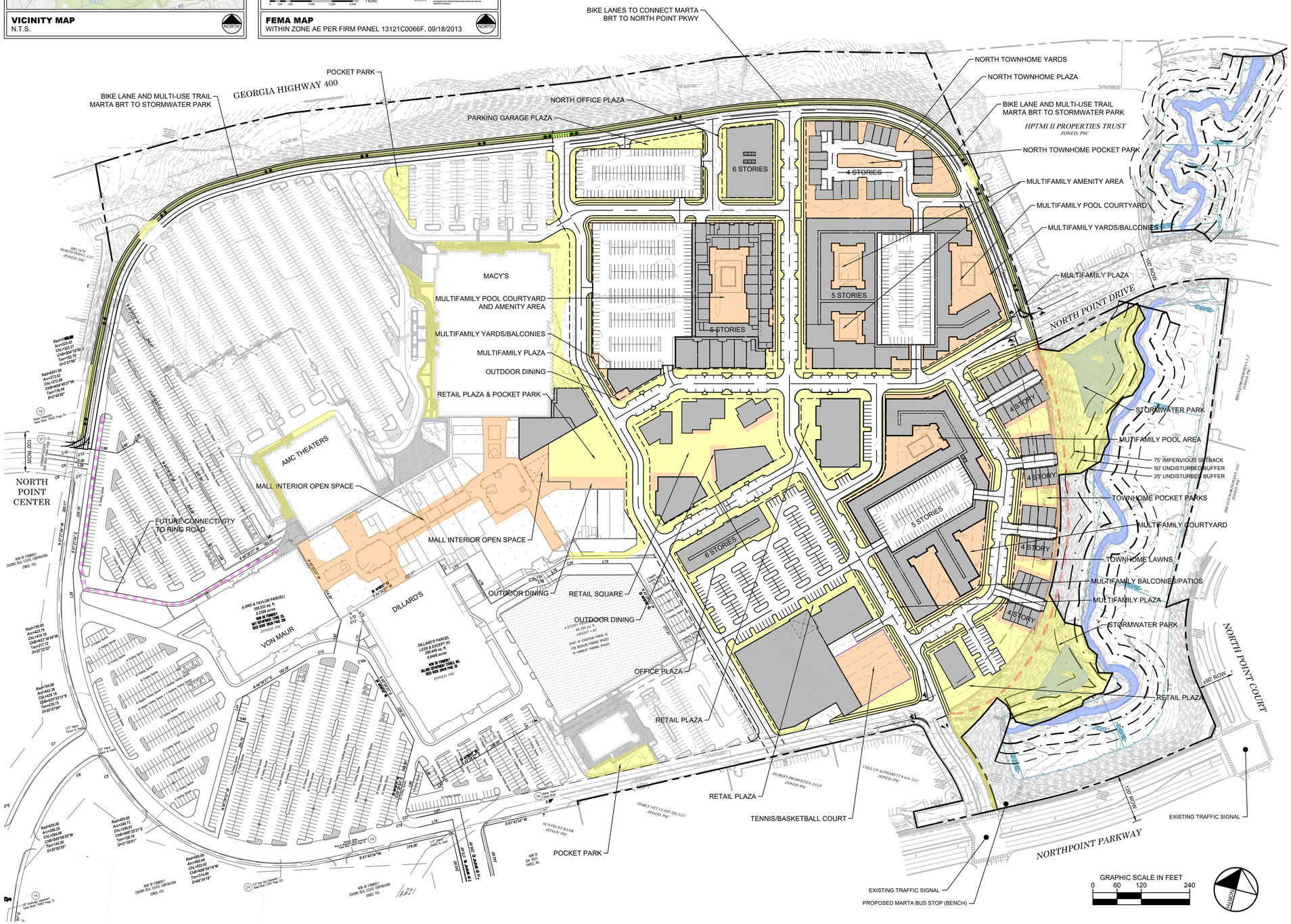


FEMA MAP
WITHIN ZONE AE PER FIRM PANEL 13121C0066F, 09/18/2013

Plan submitted to Planning Commission

OPEN SPACE LEGEND

- CIVIC SPACE
- AMENITY SPACE



DEVELOPMENT SUMMARY

DRI NUMBER: DRI#3469

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:
Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	653,700 SF (7,812 SF/ACRE)
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF (123 SF/ACRE)
PROPOSED RESTAURANT	71,140 SF (50 SF/ACRE)
PROPOSED RETAIL	244,560 SF (2,923 SF/ACRE)
OFFICE	120,000 SF (1,434 SF/ACRE)
MULTIFAMILY (Including For-Lease Townhomes)	900 UNITS (10.75 UNITS/ACRE)
TOWNHOMES	36 UNITS (0.43 UNITS/ACRE)
HOTEL	150 KEYS (1.8 KEYS/ACRE)

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

PARKING SUMMARY:
Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**5,122 SPACES** (TOTAL)
REMAINING MALL AREA	1,831 SPACES (1 / 285 SF*0.80)
RETAIL (244,560 SF)	783 SPACES (1 / 250 SF*0.80)
RESTAURANT (71,140 SF)	570 SPACES (1 / 100 SF*0.80)
OFFICE (180,000 SF)	576 SPACES (1 / 250 SF*0.80)
MULTIFAMILY (900 UNITS)	1,116 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	72 SPACES (2 / UNIT)
HOTEL (150 KEYS)	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**5,739 SPACES** (TOTAL)
REMAINING SURFACE PARKING	2,494 SPACES
EXISTING PARKING DECK	1,175 SPACES
OFFICE PARKING DECK	480 SPACES
MULTIFAMILY PARKING DECKS	1,200 SPACES
TOWNHOMES	120 SPACES
SURFACE PARKING	170 SPACES
ON STREET PARKING	100 SPACES

OPEN SPACE REQUIREMENTS	**15.28 ACRES** (TOTAL)
CIVIL SPACE:	**11.10 ACRES** (13.2% SITE AREA)
AMENITY SPACE:	**4.18 ACRES** (5% SITE AREA)
PROPOSED OPEN SPACE	**19.11 ACRES** (TOTAL)
CIVIC SPACE:	**11.91 ACRES** (518,800 SF)
SQUARE	1.19 ACRES (52,000 SF)
PLAZA	5.51 ACRES (240,000 SF)
POCKET PARKS	1.76 ACRES (76,800 SF)
PARK	2.48 ACRES (108,000 SF)
MULTI-USE TRAIL / BIKE LANES	0.96 ACRES (42,000 SF)
AMENITY SPACE:	**7.20 ACRES** (313,800 SF)
OUTDOOR DINING	0.32 ACRES (14,000 SF)
PATIOS AND PORCHES	0.24 ACRES (10,500 SF)
YARDS AND LAWNS	1.38 ACRES (60,000 SF)
ENHANCE HARDSCAPE	3.51 ACRES (153,000 SF)
BALCONIES	0.39 ACRES (17,000 SF)
POOL AREA	0.91 ACRES (39,500 SF)
SPORTS COURTS	0.45 ACRES (19,800 SF)

Note: An asterisk (*) in the notes above denotes a variance is required

SITE PLAN NOTE

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

STORMWATER NOTE

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS (PERVIOUS PAVING, INFILTRATION FIELDS, BIORETENTION AREAS, OR OTHER COMPONENTS) PROVIDING RUNOFF REDUCTION (IF INFILTRATION RATES ALLOW), CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION PER THE CODE REQUIREMENTS. DETENTION SHALL BE PROVIDED WITHIN A CONCRETE VAULT BENEATH THE PARKING DECK.

VARIANCES

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

PREPARED BY
Kimley»Horn
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11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: 770-740-7620
WWW.KIMLEY-HORN.COM

PREPARED FOR
TRADEMARK PROPERTY COMPANY
1701 RIVER RUN, SUITE 500
FORTWORTH, TX 76107
PHONE: 817-810-5319

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NORTH POINT
6000 NORTH POINT CIRCLE, ALPHARETTA, GA 30022

GEORGIA REGISTERED PROFESSIONAL ENGINEER JOHN TYLER ROSSER

GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014555000

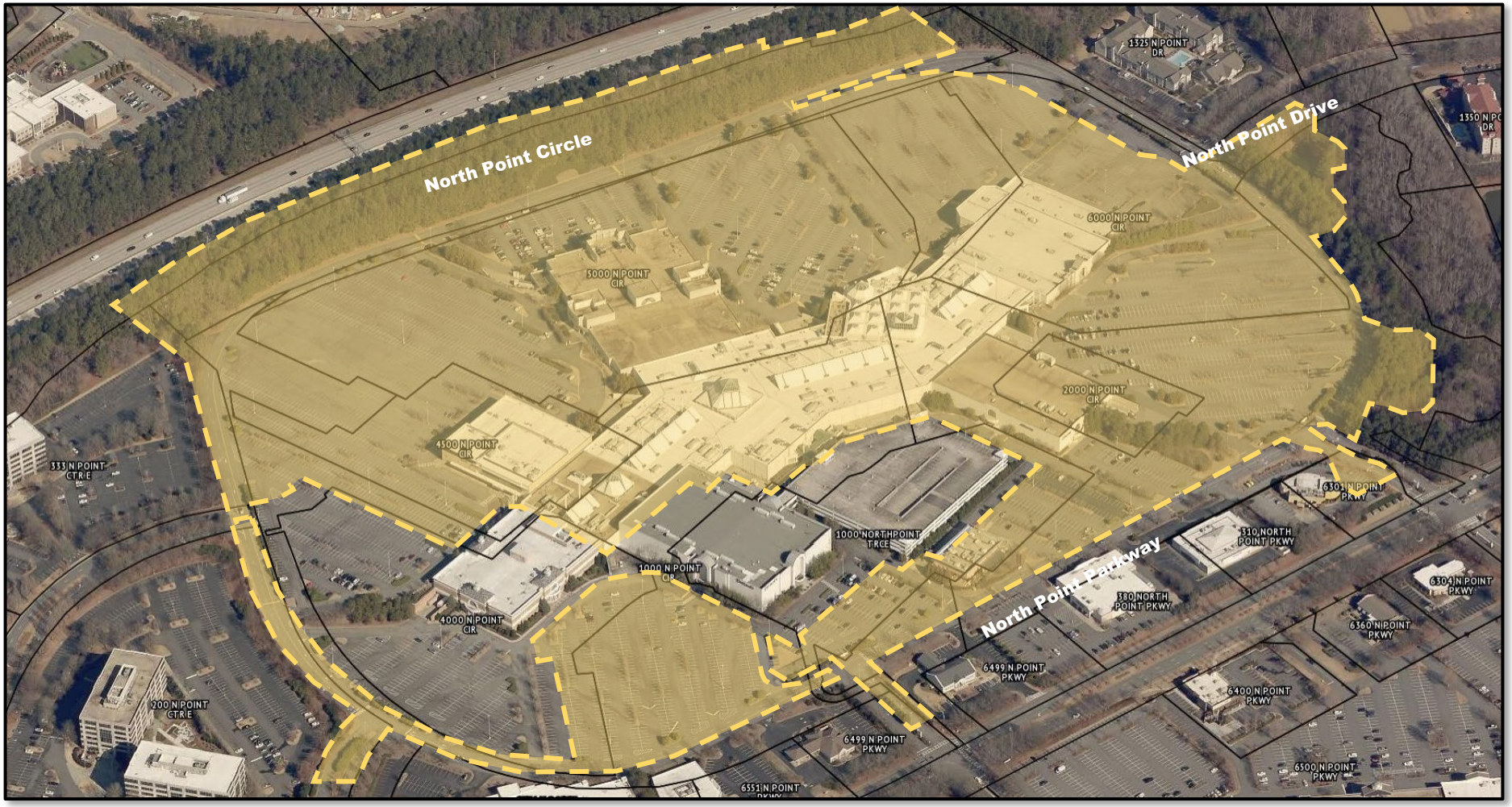
TITLE
ZONING SITE PLAN

SHEET NUMBER
ZP.01

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EXHIBIT A


North Point Circle
North Point Drive
North Point Parkway
1325 N POINT DR
6000 N POINT CIR
5000 N POINT CIR
2000 N POINT CIR
4500 N POINT CIR
333 N POINT CTR E
1000 NORTHPOINT TRCE
1000 N POINT CIR
4000 N POINT CIR
200 N POINT CTR E
6301 N POINT PKWY
310 NORTH POINT PKWY
330 NORTH POINT PKWY
6304 N POINT PKWY
6360 N POINT PKWY
6499 N POINT PKWY
6400 N POINT PKWY
6500 N POINT PKWY
6551 N POINT PKWY

EXHIBIT

B


3 HOUR LIMIT
PARKING
ALL STREET PARKING
TRAFFIC ENFORCEMENT
POLICE
ALPHARETTA
01.28.2019


2109
01.28.2019


2109
01.28.2019


2107
2105
01.28.2019


2103
01.28.2019


2103
2101
01.28.2019

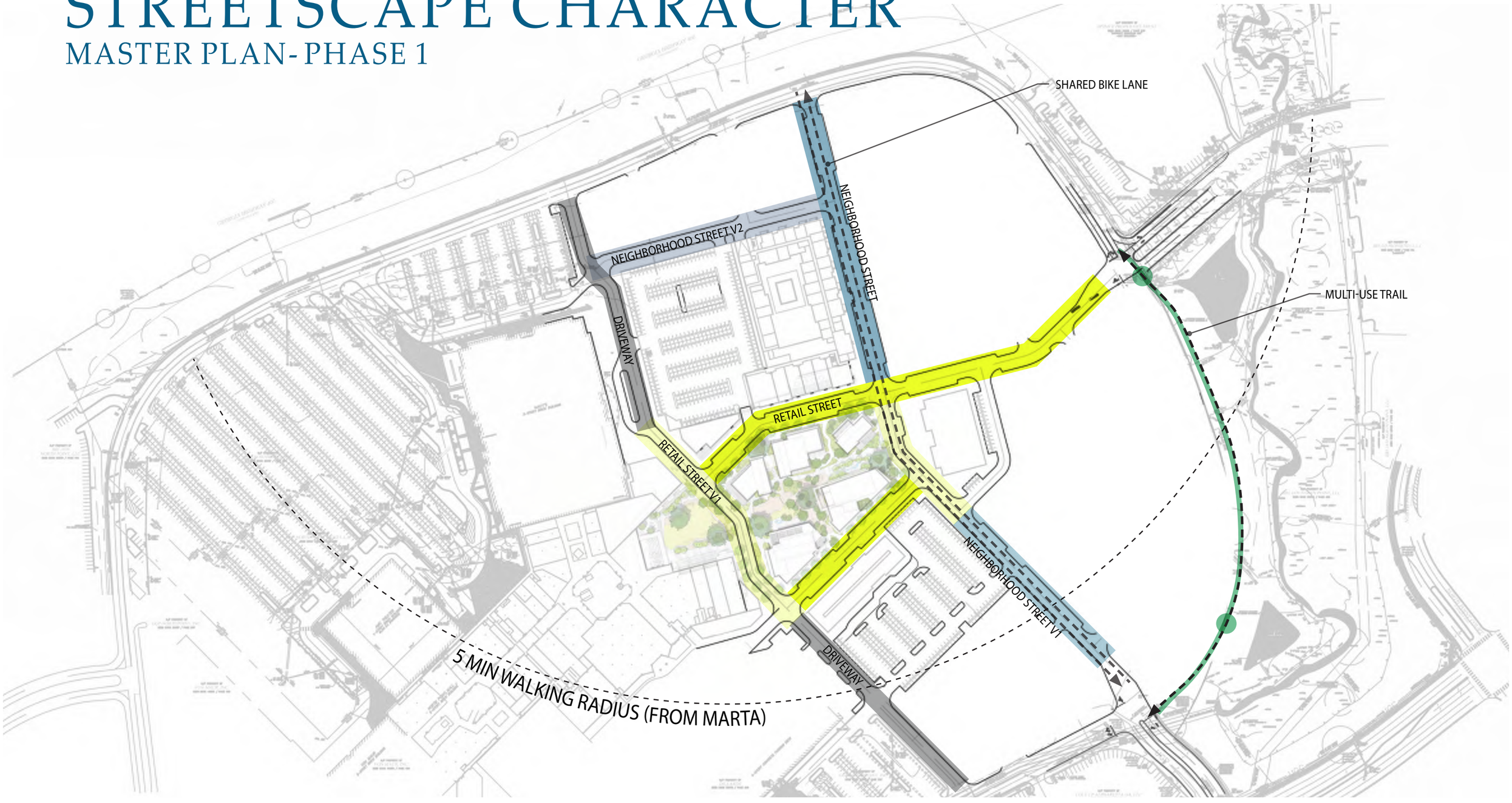

2101
01.28.2019


01.28.2019

Exhibit C

STREETSCAPE CHARACTER

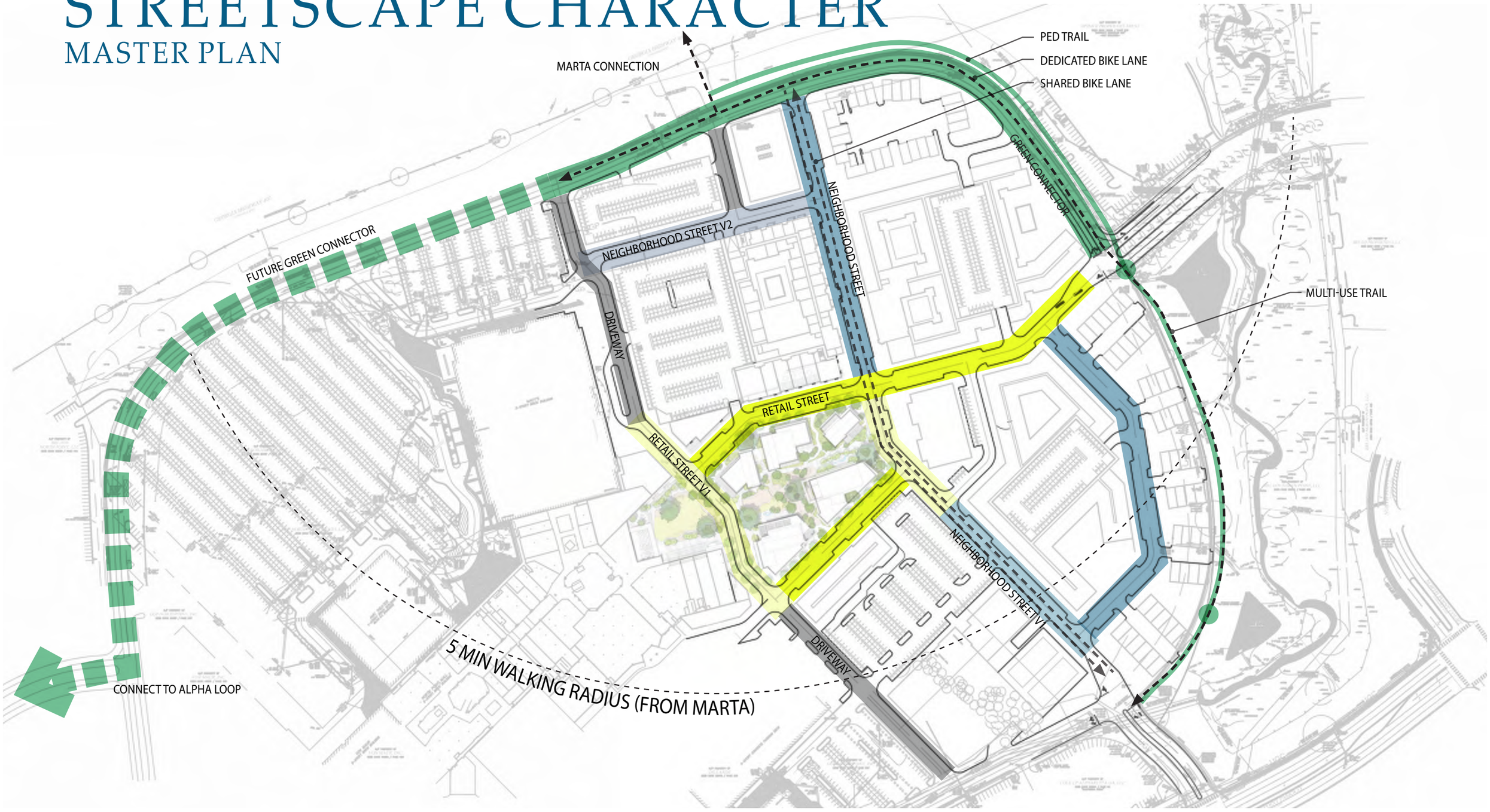
MASTER PLAN- PHASE 1



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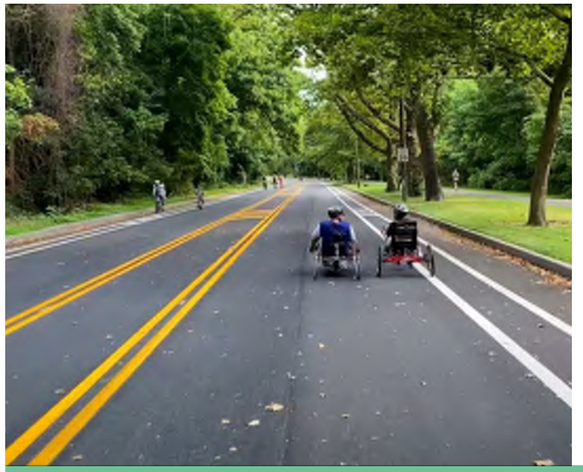
STREETSCAPE CHARACTER
MASTER PLAN



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STREETSCAPE CHARACTER
STREET TYPES





GREEN CONNECTOR





NEIGHBORHOOD STREET







RETAIL CORE

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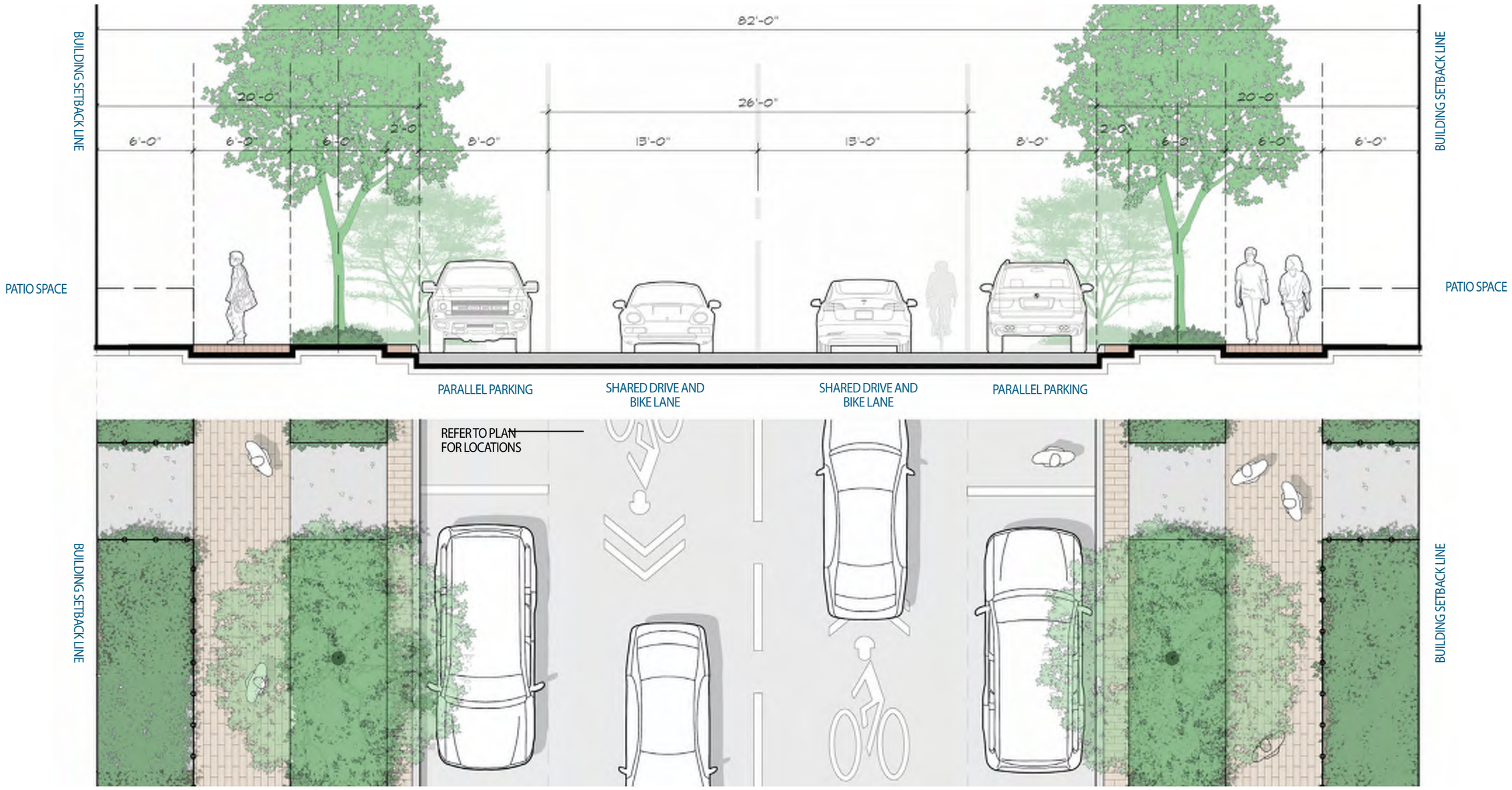
2.2

STREET SECTIONS

STREETSCAPE + OPEN SPACE

STREETSCAPE CHARACTER

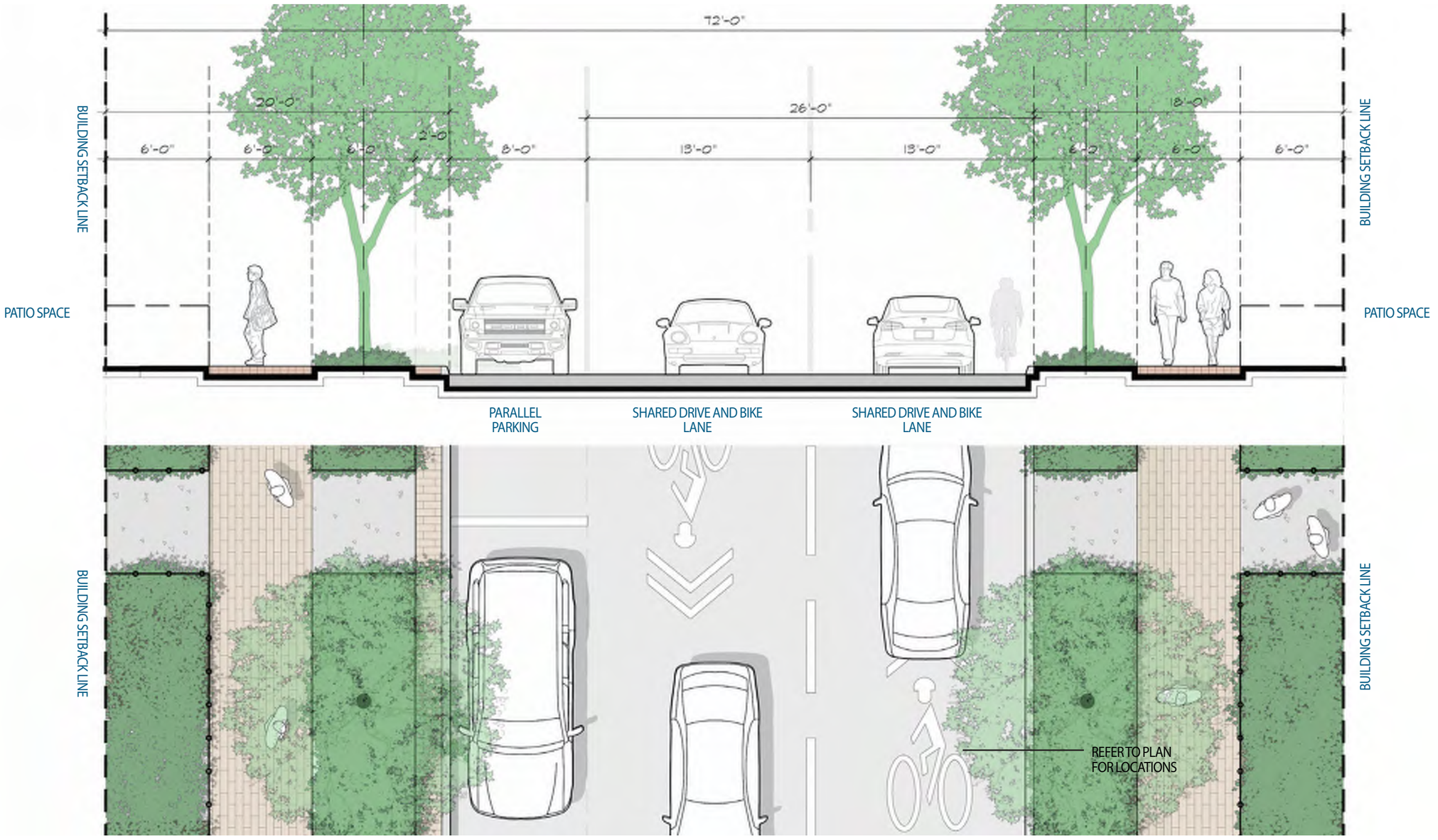
STREET TYPES - NEIGHBORHOOD STREET



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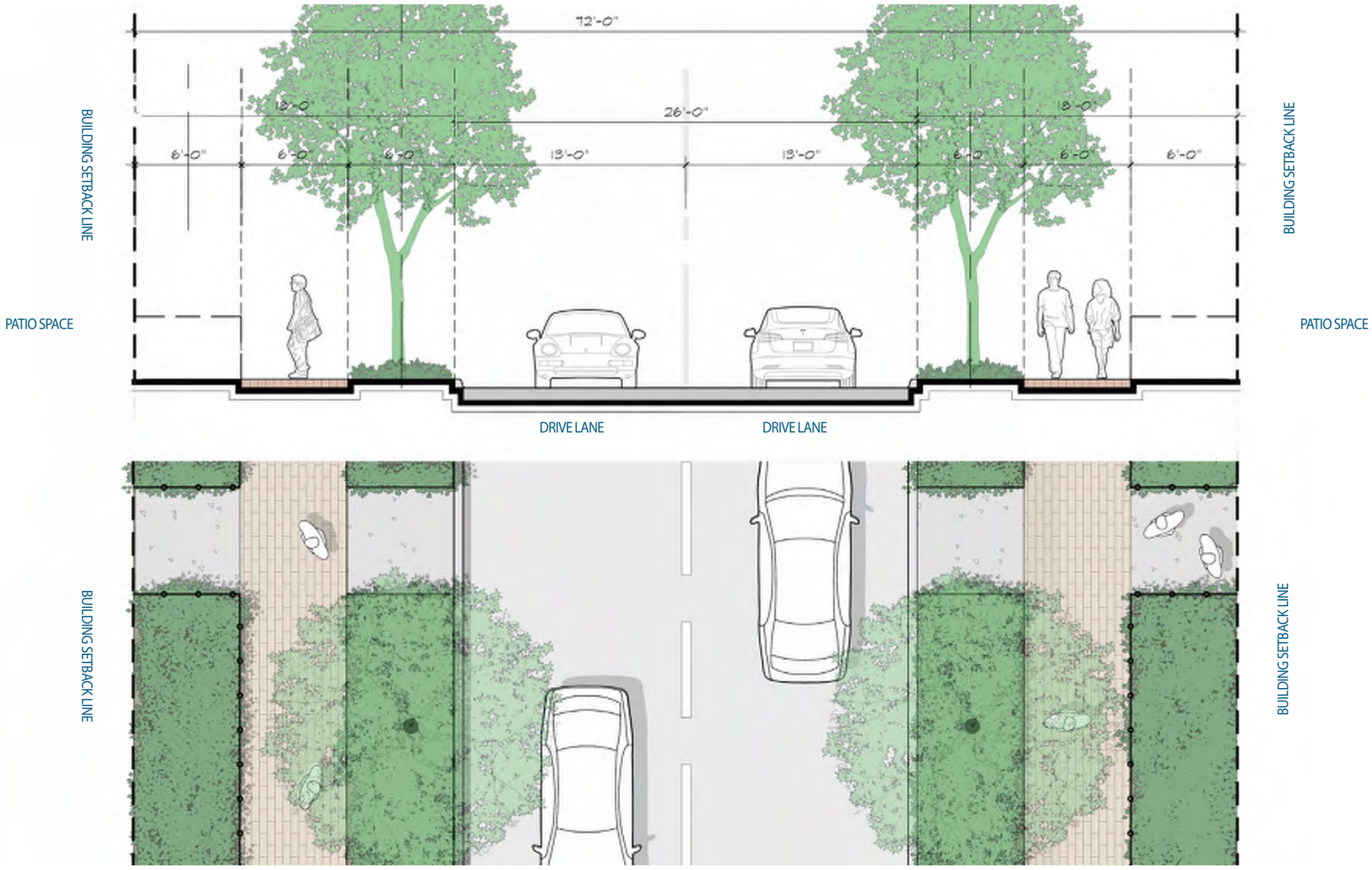
STREET TYPES - NEIGHBORHOOD STREET V1



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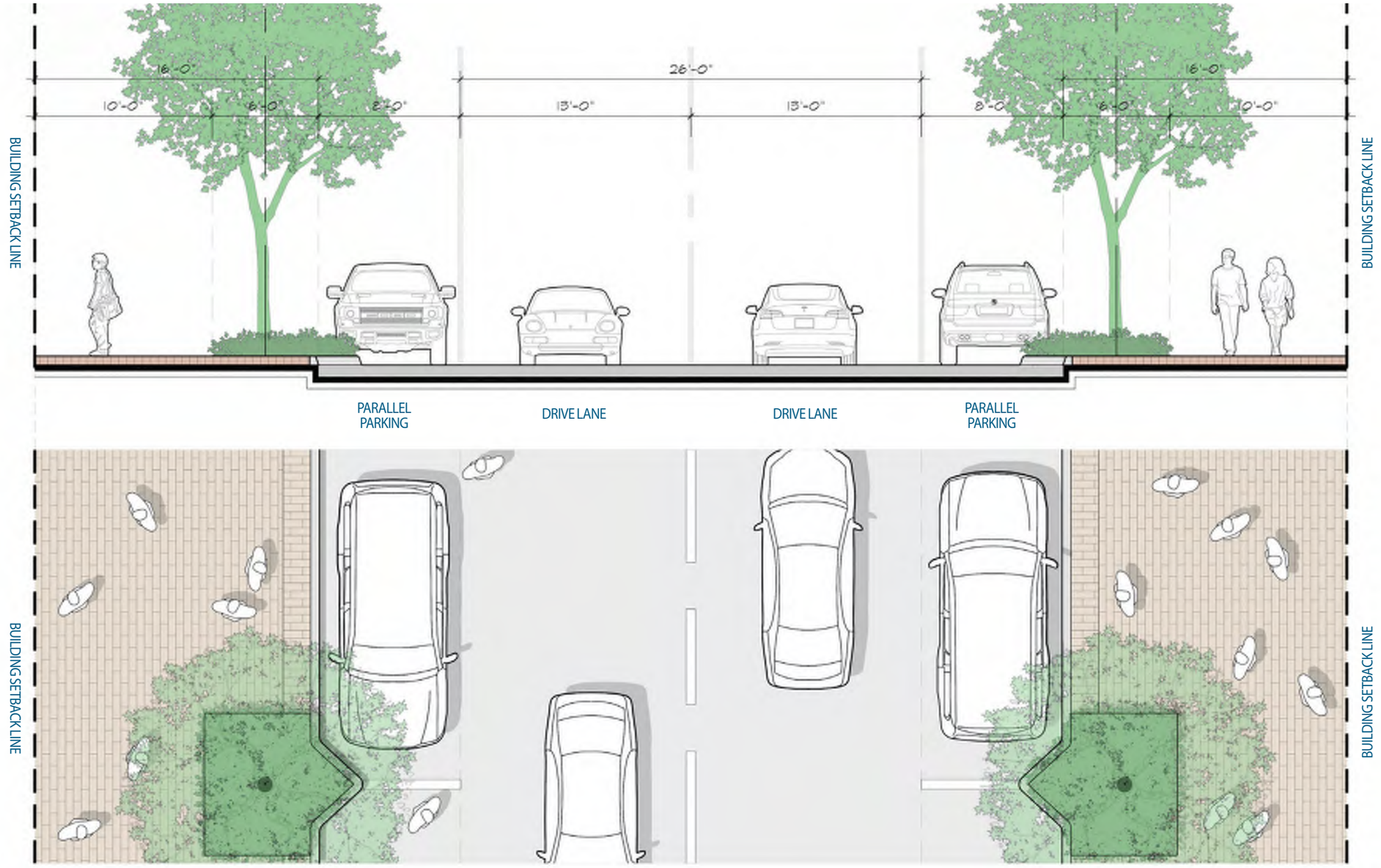
STREET TYPES - NEIGHBORHOOD STREET V2



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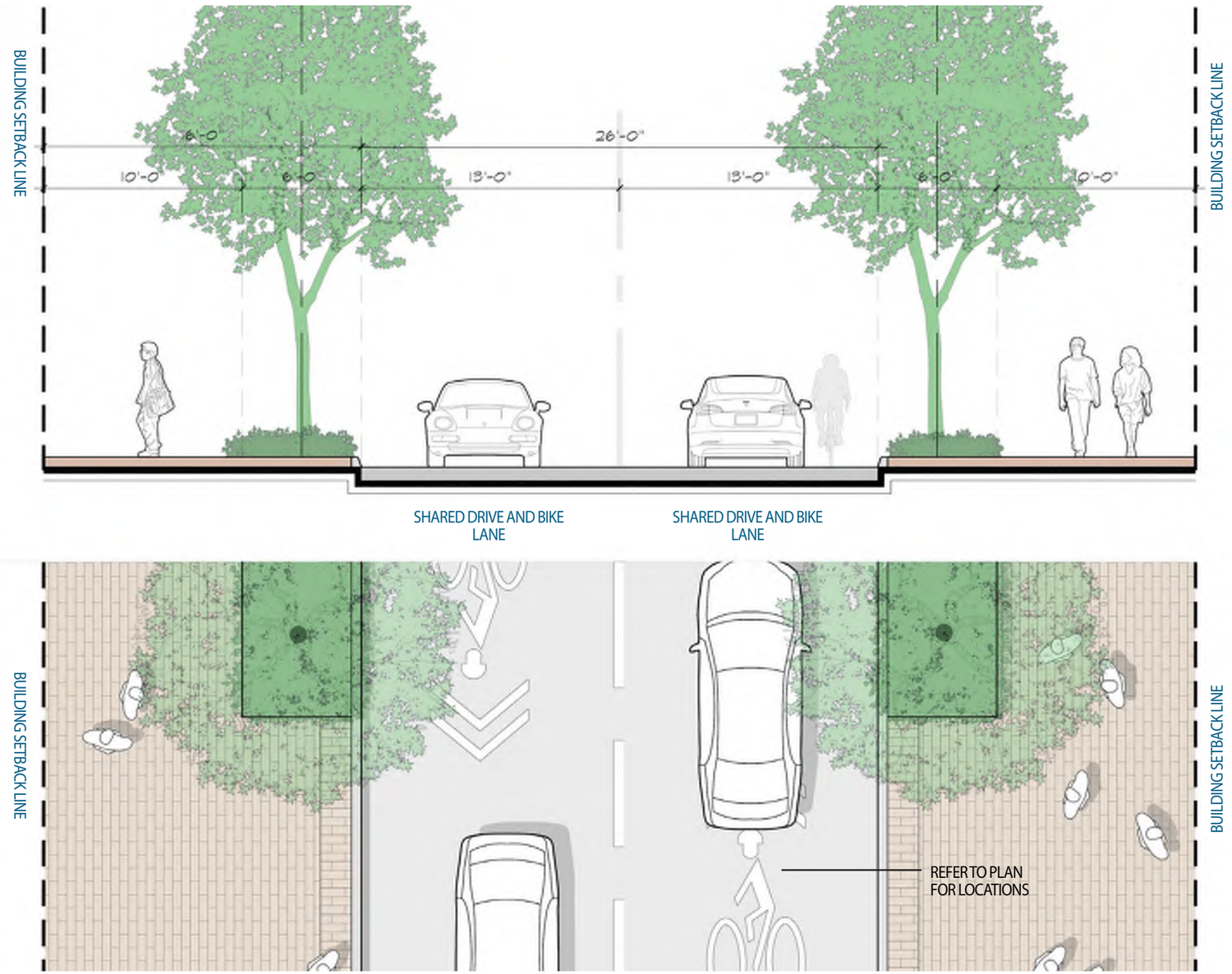
STREET TYPES - RETAIL STREET



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STREETSCAPE CHARACTER

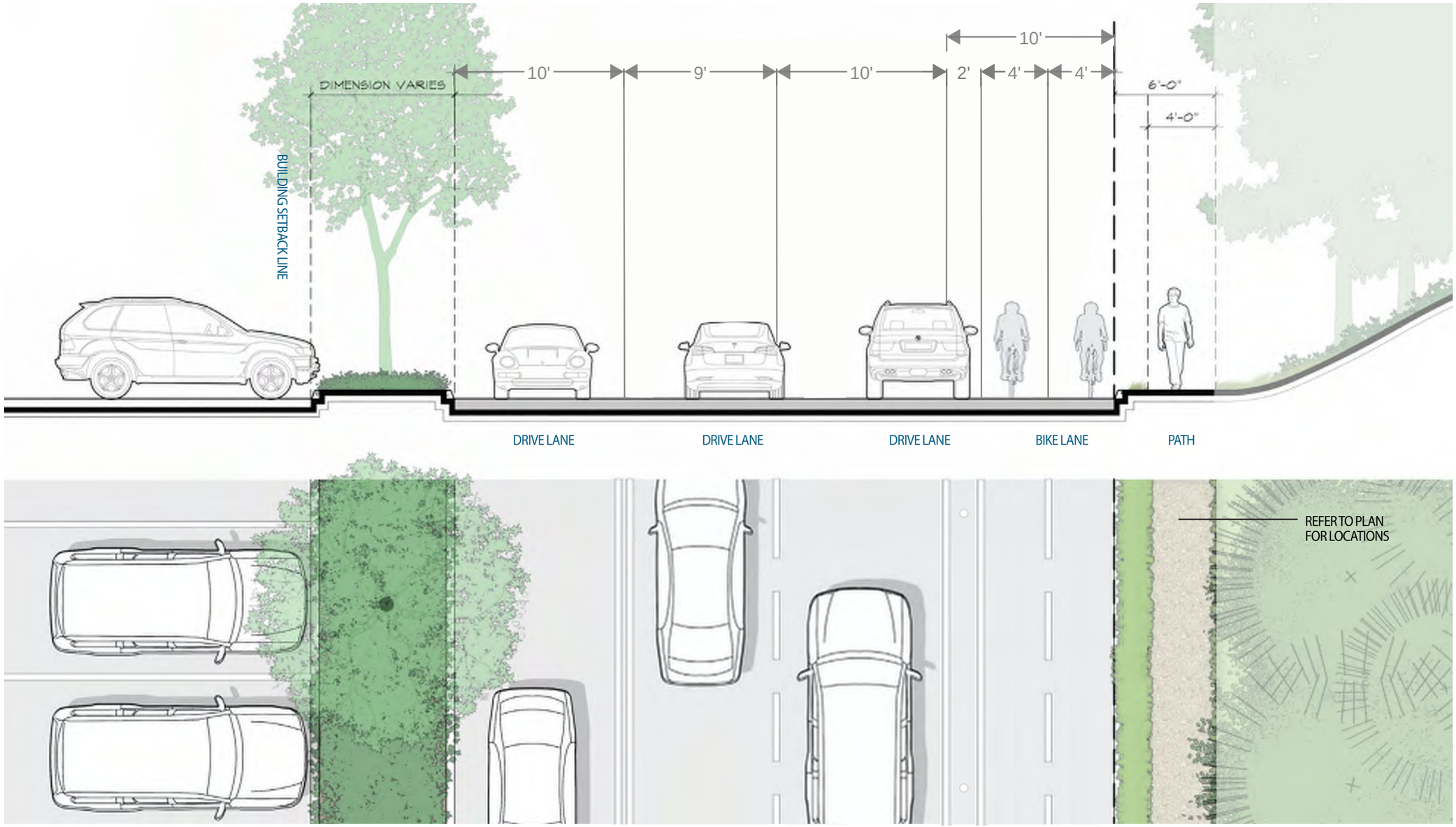
STREET TYPES - RETAIL STREET V1



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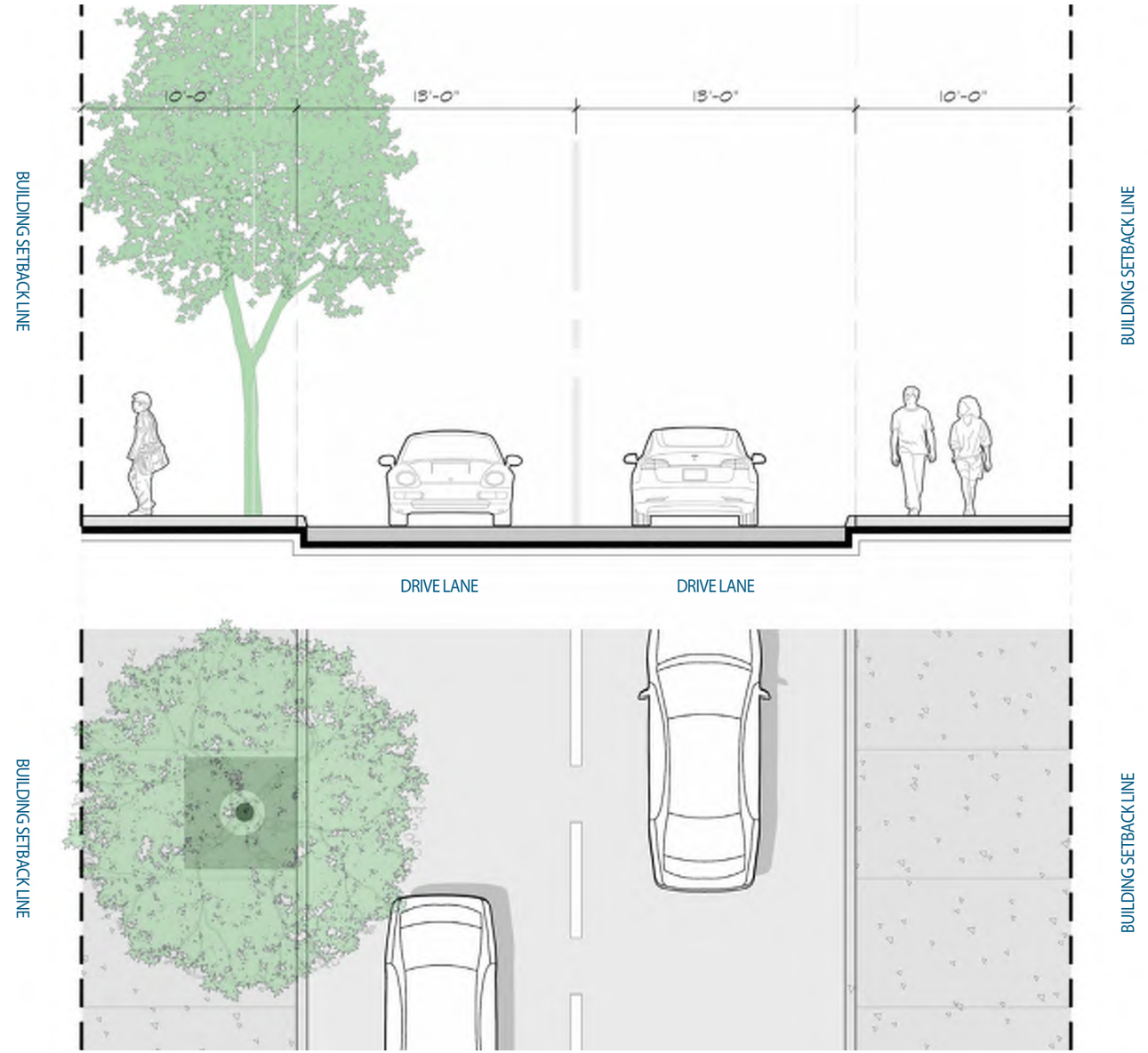
STREET TYPES - GREEN CONNECTOR STREET



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STREETSCAPE CHARACTER

STREET TYPES - DRIVEWAY

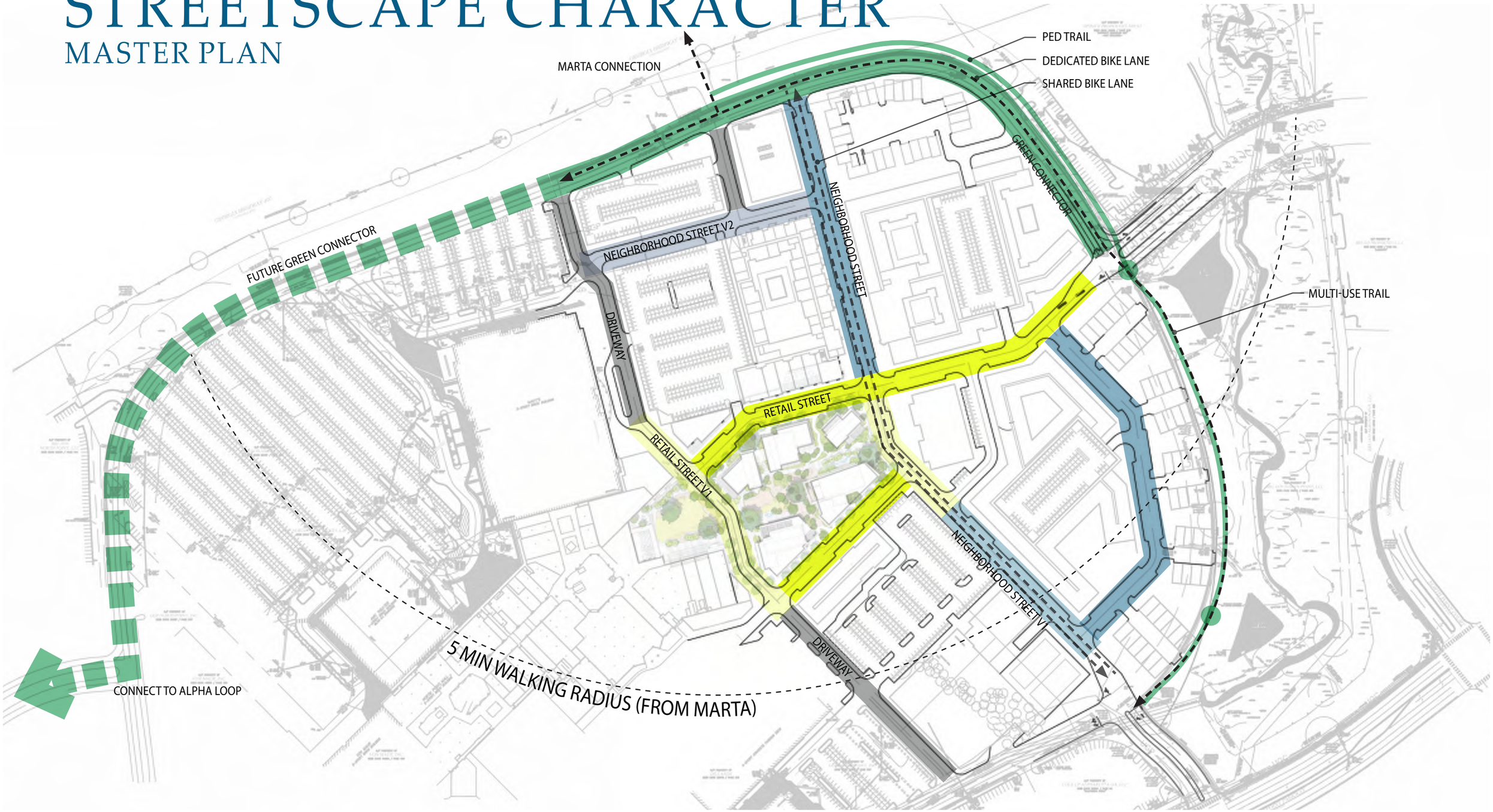


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Exhibit D

STREETSCAPE CHARACTER

MASTER PLAN



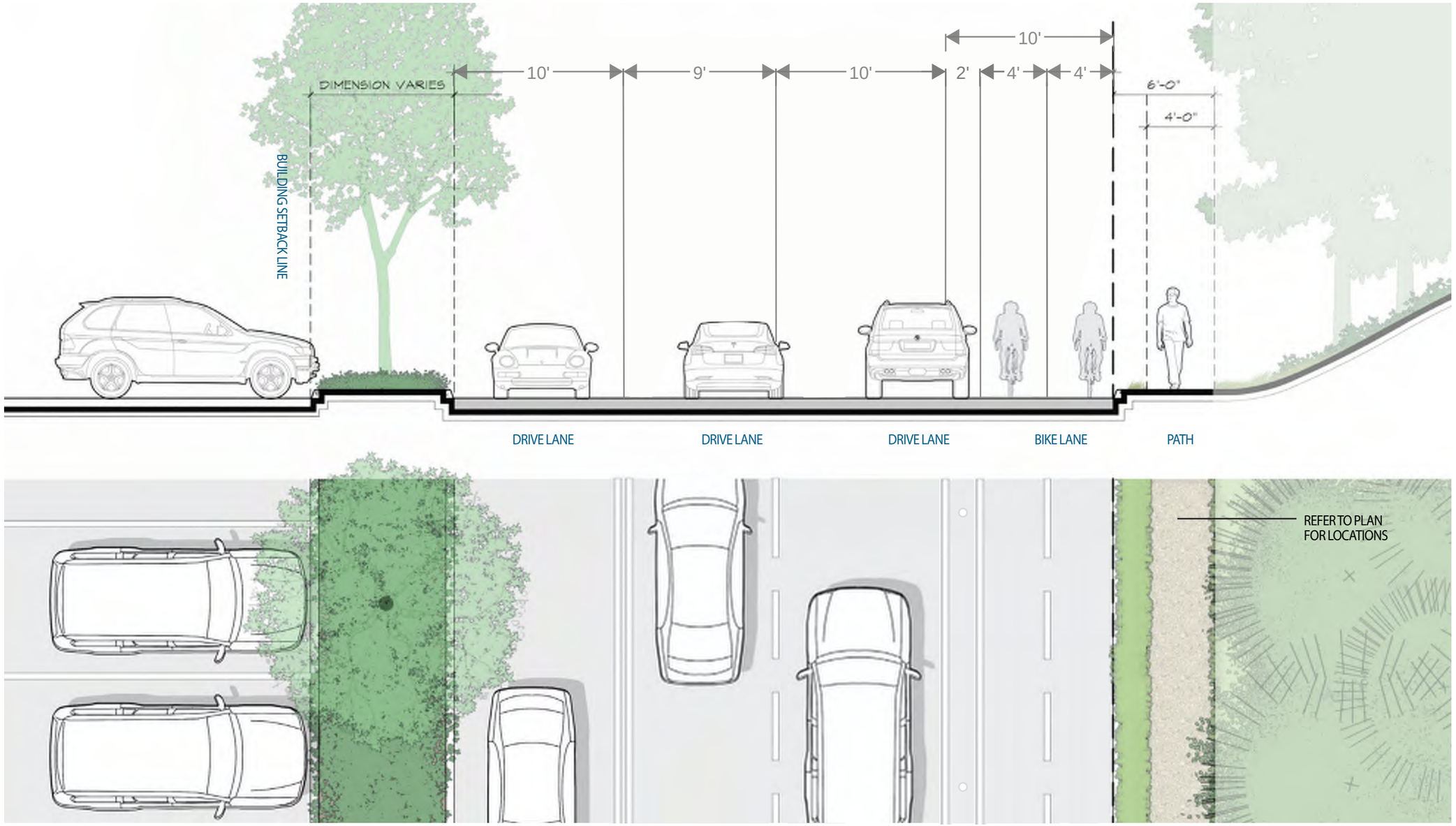
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STREETSCAPE CHARACTER

STREET TYPES - GREEN CONNECTOR STREET

Exhibit D



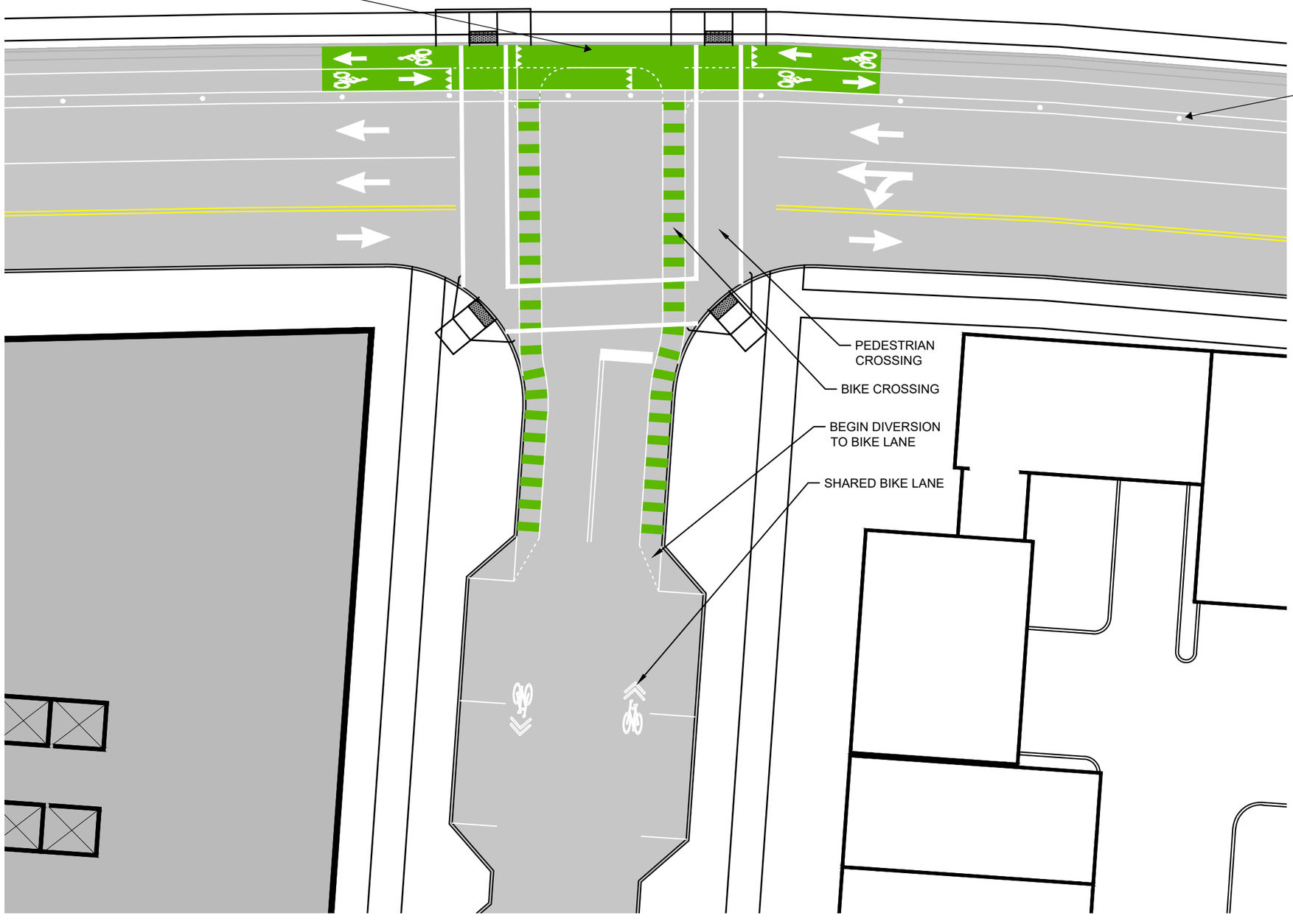
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MAJOR INTERSECTIONS AND CROSSINGS WILL BE PAINTED

VERTICAL SEPERATION EXAMPLE





Kimley»Horn

NORTH POINT

TYPICAL BIKE LANE INTERSECTION

July 20, 2022

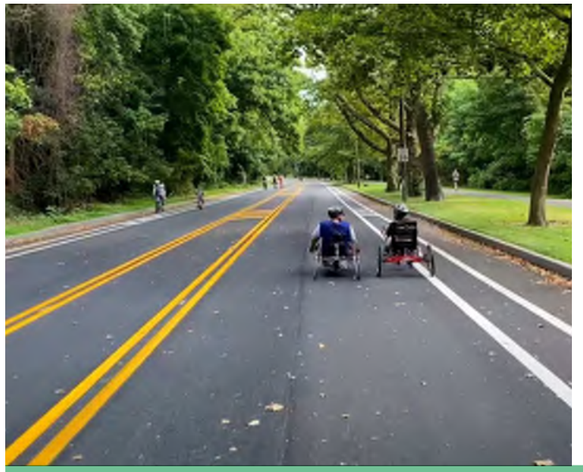
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NORTH

STREETSCAPE CHARACTER

STREET TYPES

Exhibit D





GREEN CONNECTOR





NEIGHBORHOOD STREET







RETAIL CORE

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ECODISTRICT STRATEGY SUMMARY

Exhibit E

EACH ZONE WILL MEET OR EXCEED THE POINT TOTAL REQUIRED BY THE UDC SECTION 2.10 - NORTH POINT OVERLAY. EXCESS POINTS IN ANY ZONE MAY BE APPLIED TO FUTURE ZONES.

ESTIMATE ECODISTRICT POINT ACHIEVEMENT

ZONE 1

- NATIONAL GREEN BUILDING STANDARD (MF BUILDING)
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 2

- NATIONAL GREEN BUILDING STANDARD (MF BUILDING)
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 3

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

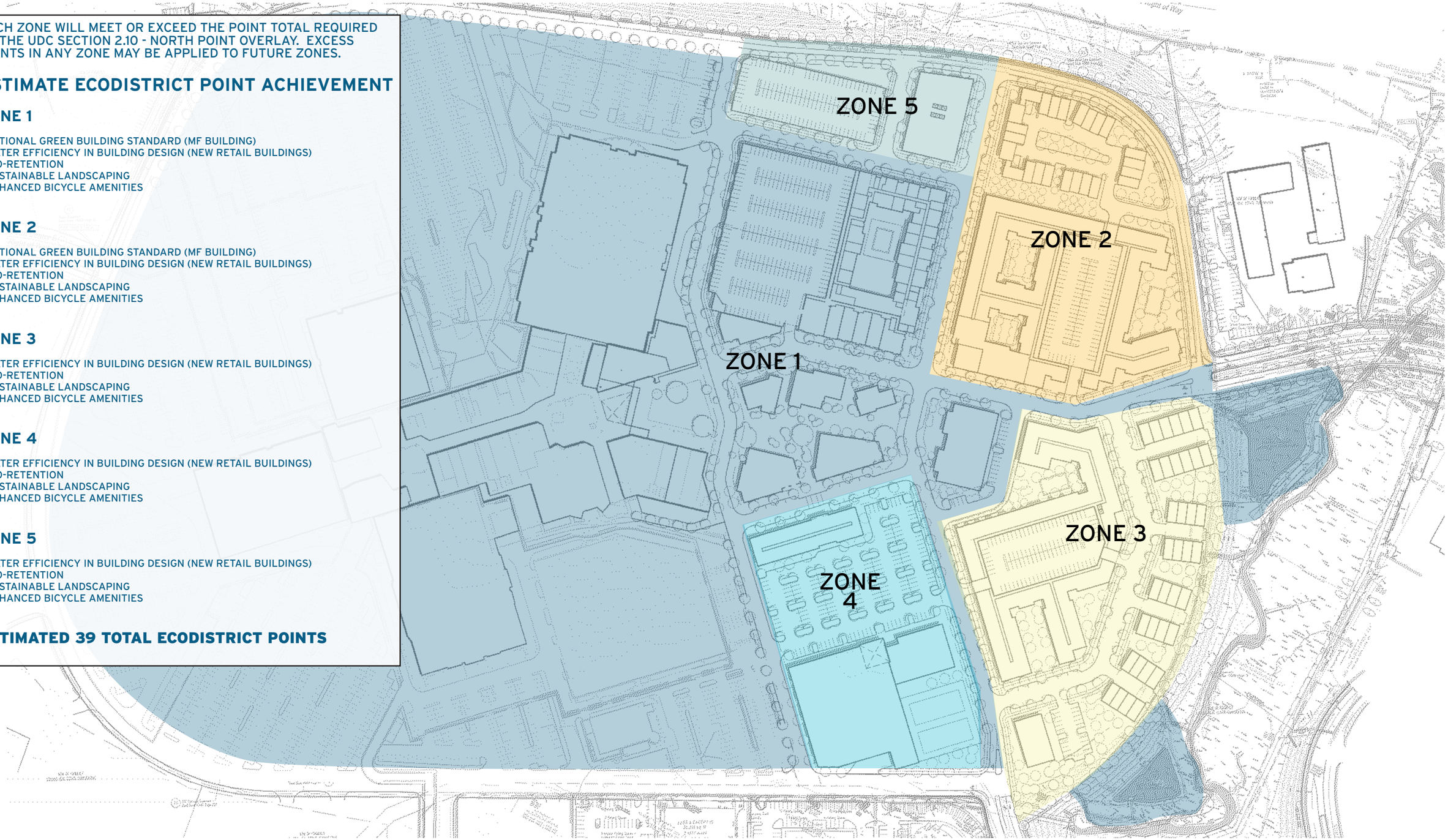
ZONE 4

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 5

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ESTIMATED 39 TOTAL ECODISTRICT POINTS



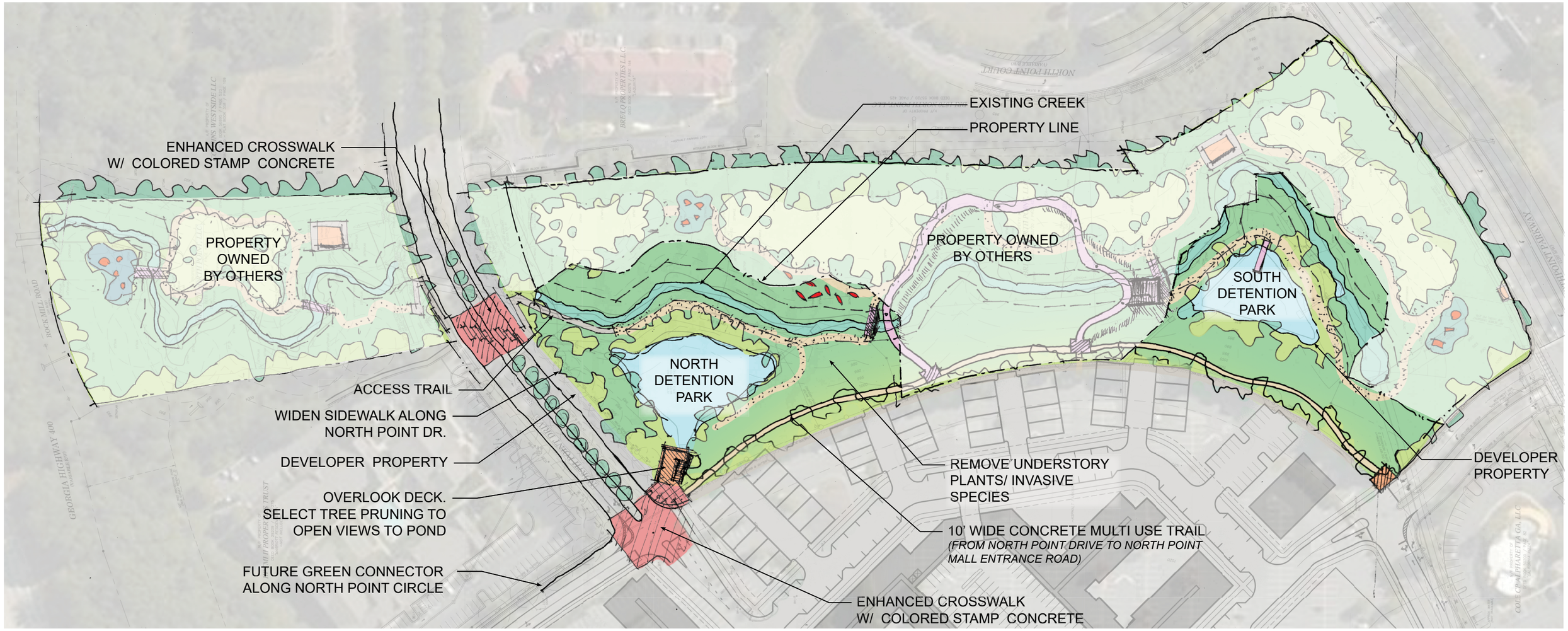
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

Exhibit F

OWNERSHIP PARCELS











CONCEPT RENDERINGS SUBJECT TO CHANGE

0 30 60 120 180

N

SITE *solutions*

NORTH POINT MALL PARK

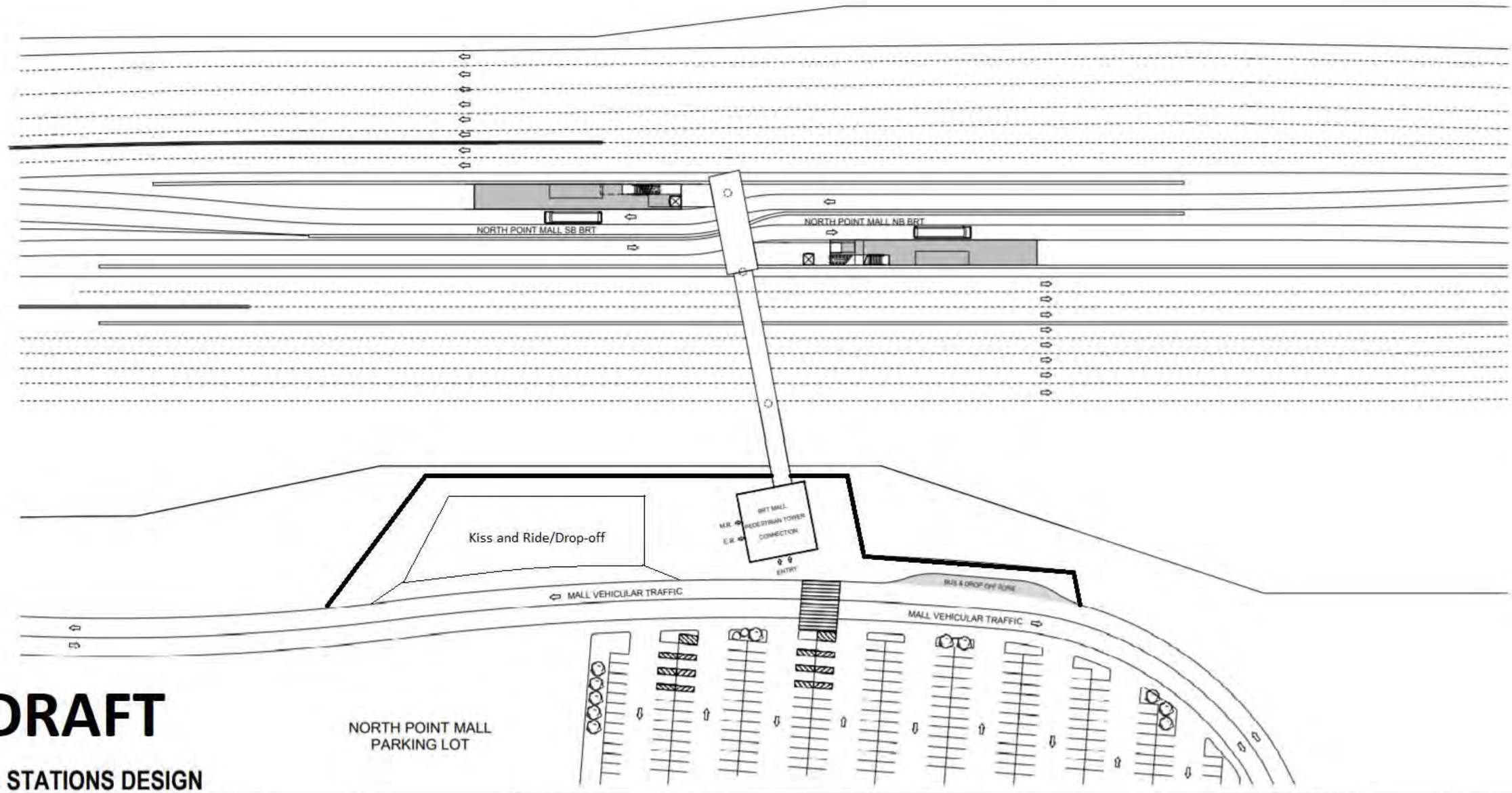
ALPHARETTA, GEORGIA

JULY 29, 2022

EXHIBIT G

NOTES

1. FOR GENERAL NOTES, ABBREVIATIONS, SYMBOLS, AND LEGENDS, SEE DRAWING A000



DRAFT

NORTH POINT MALL
PARKING LOT

15% STATIONS DESIGN

REV	DATE	BY	APP	REG. NO.	EXPIRES	SEAL HOLDER	DESCRIPTION

DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
IN CHARGE: Approver
DATE: 01/24/2019

marta

GEORGIA 400
METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

wsp
425 Market Street
17th Floor
San Francisco, CA 94105
TEL (415) 243-4600

SUBMITTED
APPROVED

GEORGIA 400 BRT STATION

ALTERNATIVE E1

NORTH POINT MALL SITE PLAN

CONTRACT NO:
DRAWING NO: A2.101
REV:
SCALE:
SHEET NO:

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8/10/2020 5:00:44 PM

Exhibit H

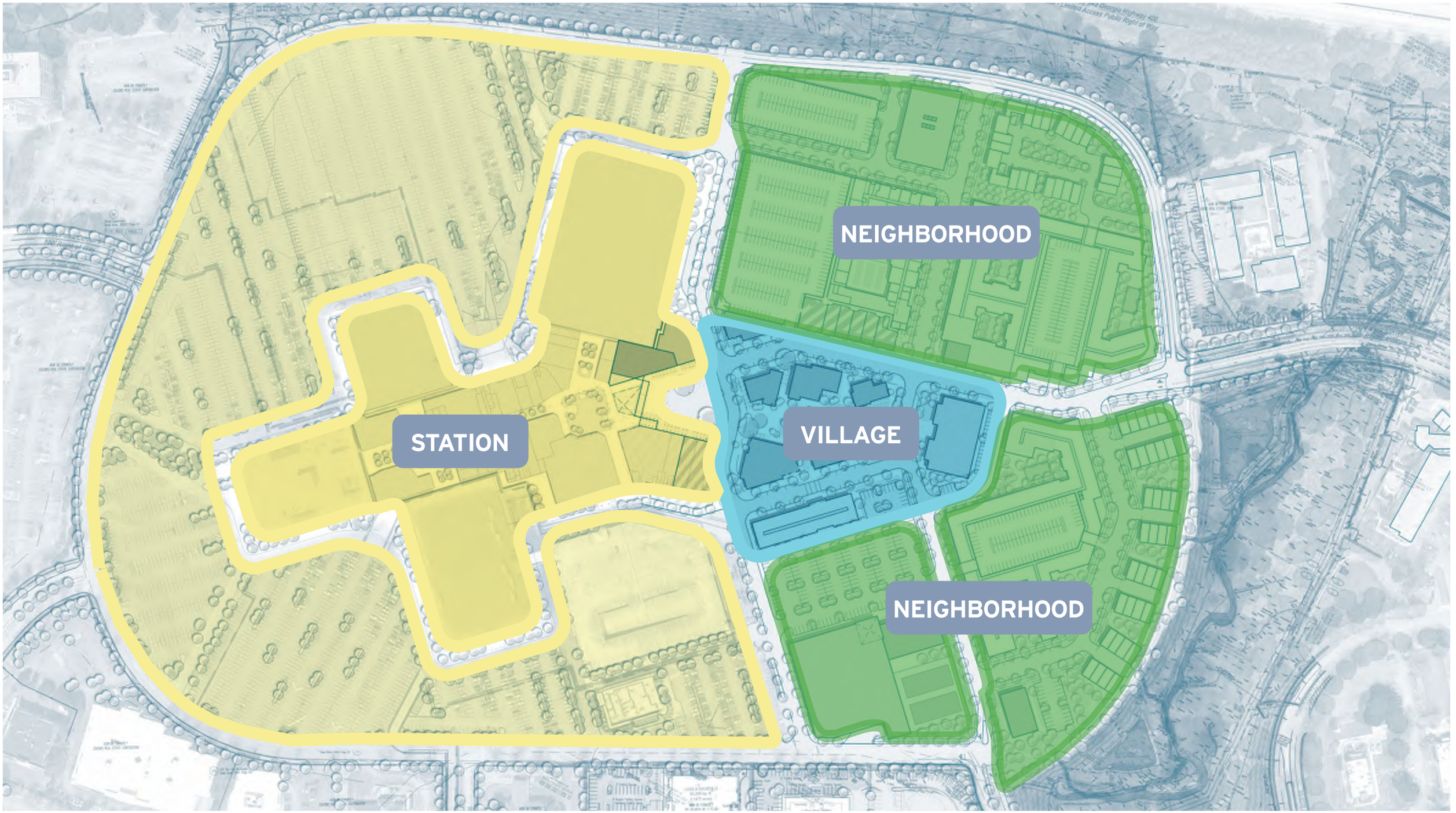
4.1

DESIGN STANDARDS

URBAN DESIGN ZONES

MASTER PLAN - URBAN DESIGN - PLACE ZONES

Exhibit H



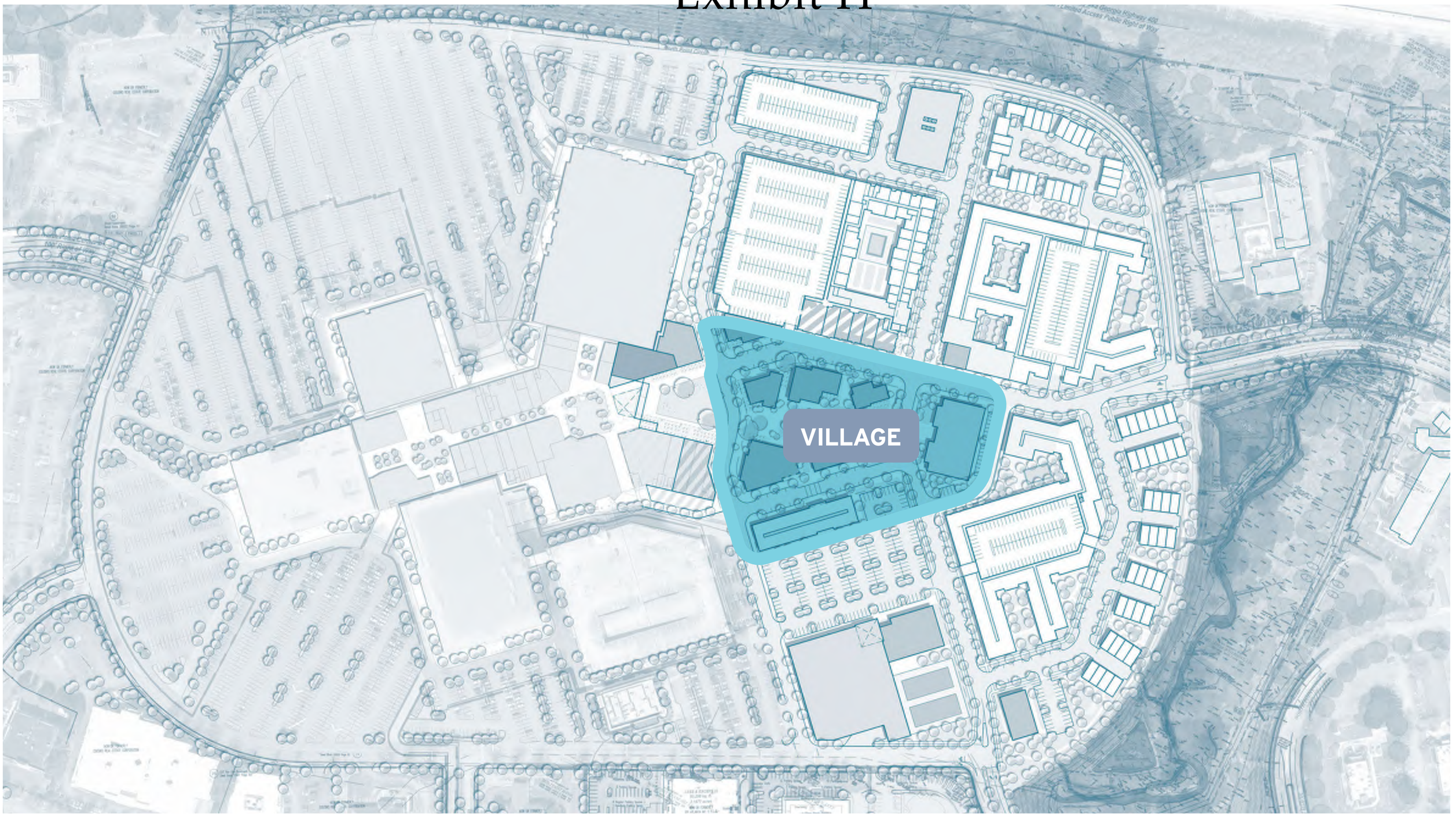
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - VILLAGE ZONE

Exhibit H



0 100 200 400

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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

VILLAGE COMMON THREADS

Exhibit H

ADAPTED HERITAGE BUILDINGS

Every Great Place has a Back-Story. This is especially true at the heart of great places, where a sense of the root from which the town sprung if often present. It is a wonderful design narrative to establish founding buildings or built remnants in the composition. The visual ambiance of old and new together, creates an accessible, funky, and romantic experience.



KETTLE BLACK - LOS ANGELES



ECCLESTON YARDS - LONDON



TKISTVILI COMPLEX - TBILISKI



DTLA ARTS DISTRICT - LOS ANGELES

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VILLAGE COMMON THREADS

Exhibit H

MODERN FARM INDUSTRIAL

A Complementary element of a successful back-story is one that **propels the environment towards present-day considerations of aesthetics, tenant flexibility, and timelessness adaptation to change.** The use of Farm industrial detailing here connotes agriculture, and a hand-crafted "farm to table" ambiance, integrating well with Food and Beverage, Landscape and special moments rooted in the region. The North Point Overlay refers to this approach as Eclectic Industrial Vernacular.

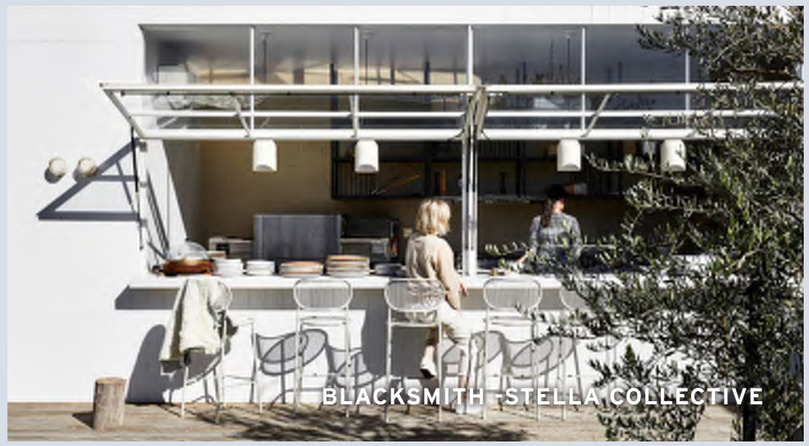


HEIGHTS MERCANTILE - HOUSTON



HEIGHTS MERCANTILE - HOUSTON


ONE PASEO - SAN DIEGO


BLACKSMITH - STELLA COLLECTIVE

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DESIGN STANDARDS

VILLAGE

Exhibit H

BUILDING DESIGN

EACH VILLAGE RETAIL BUILDING WORKS TOWARDS ITS OWN DESIGN IDENTITY AS PART OF A COLLECTION.

What follows are some inspirations for our Conceptual Approach - understanding these will also be influenced by Retail Leasing to marry well with the various tenants who will occupy the spaces.

The intent within the Village architectural collection is a series of expressions that create a sense of having been organically built over time. Materials and massing will create a cohesive yet unique composition of buildings that hold together as one Village.

Village buildings should have variety in height and reinforce the Pedestrian experience by encouraging outdoor patios, creating covered outdoor space, and framing public space view corridors.







+ ENCOURAGED

Unique and well designed buildings with a cohesive yet varied mix of materials and style vernacular.

Curated building types with some shared material types and detailing, including generous covered porch expressions.

- DISCOURAGED

Random mix of aesthetics with no intention.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.



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VILLAGE

Exhibit H

"HOMESTEAD" BUILDINGS

The spirit of the modern farmhouse is expressed using honest and simple materials. The intention is to evoke a sense of clean contrasted tones with subtle crisp detailing that hearkens back to southern homes of the region.









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CONCEPTUAL VIEW - VILLAGE-HOMESTEAD BUILDINGS

Exhibit H



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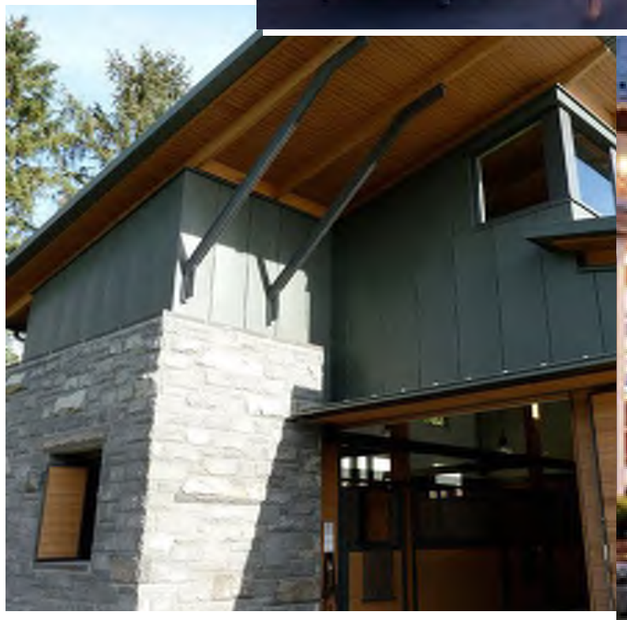
VILLAGE

Exhibit H

STABLES BUILDING

Approaching the Village Corner from the east, a smaller structure reminiscent of a stables building welcomes visitors. Gardens and covered porches extend this building's presence on all sides.









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EYE LEVEL CONCEPTUAL VIEW - VILLAGE-STABLES BUILDING

Exhibit H



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DESIGN STANDARDS

VILLAGE

Exhibit H

DISTILLERY BUILDING

The ambiance of an Agribusiness Operation is expressed in a Modern Barn Structure we conceptually refer to as the Distillery. Grand indoor/outdoor spaces, social energy, and Food, Beverage and Entertainment opportunities abound in this Village anchor structure (with its own central garden.)









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EYE LEVEL CONCEPTUAL VIEW - VILLAGE-DISTILLERY BUILDING

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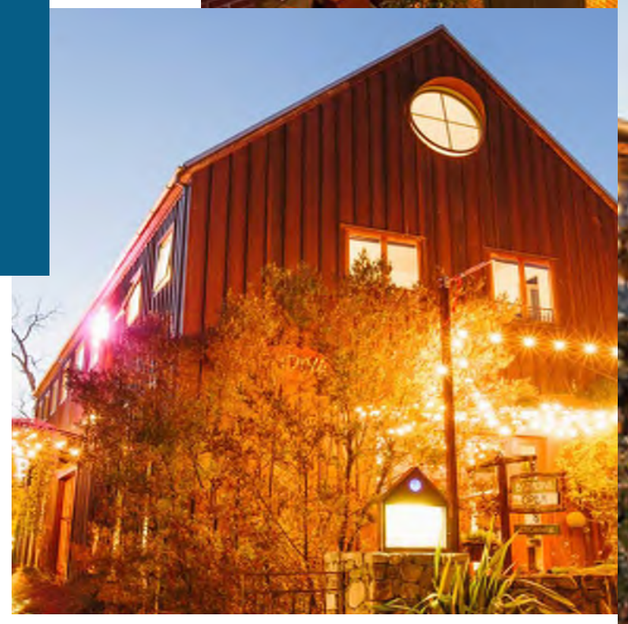
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STOVE HOUSE BUILDING

While the Homestead Structure is inspired by an adapted residence, the Stovehouse stands across from it is a village element inspired by kitchen buildings, bakeries, mills and structures where food is produced. This building also lends itself to two-story massing with dining overlooking the village public spaces.









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EYE LEVEL CONCEPTUAL VIEW - VILLAGE - STOVE HOUSE BUILDING

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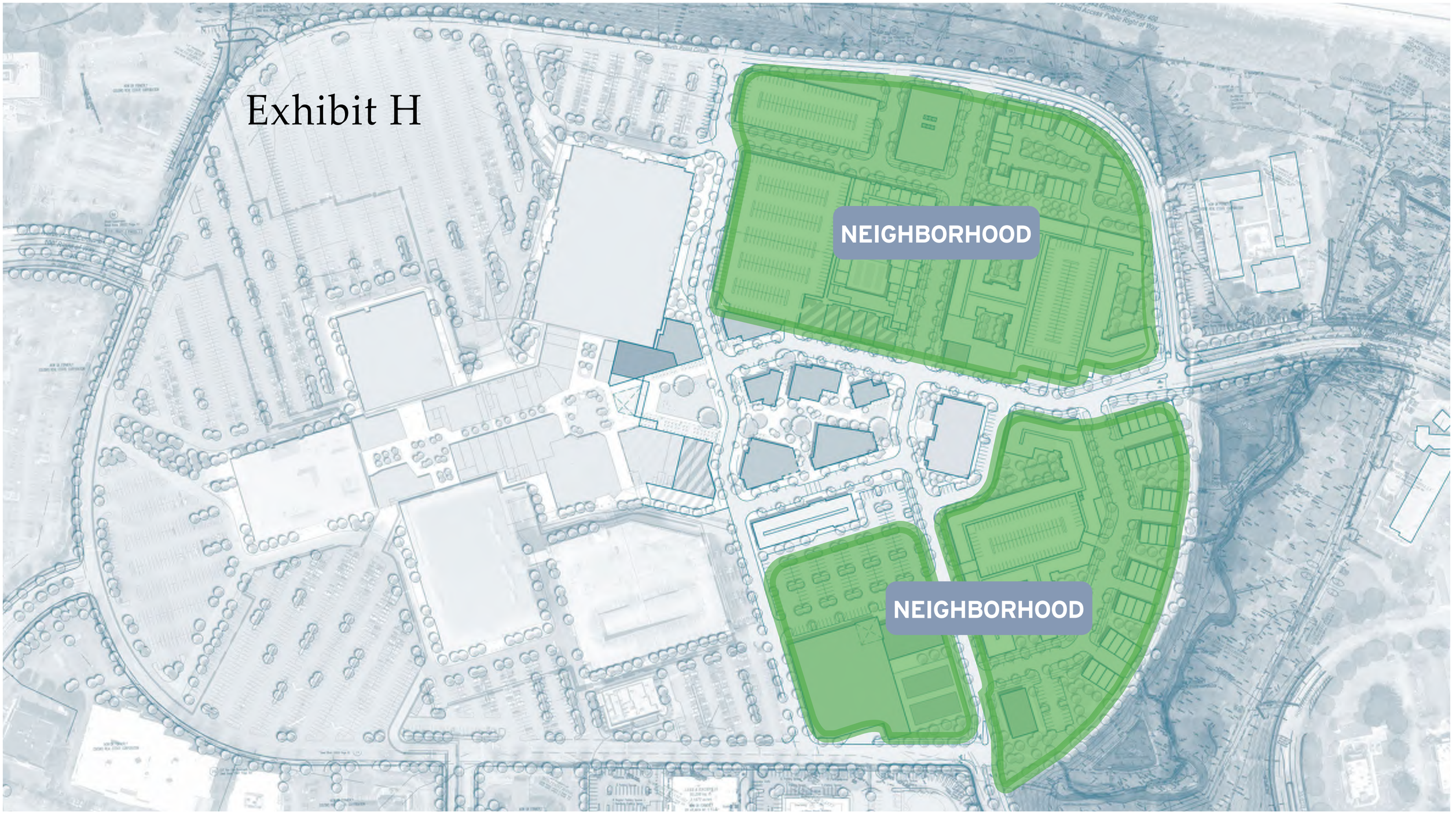


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MASTER PLAN - NEIGHBORHOOD ZONE

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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

NEIGHBORHOOD COMMON THREADS

Exhibit H

NEIGHBORHOOD RESIDENTIAL

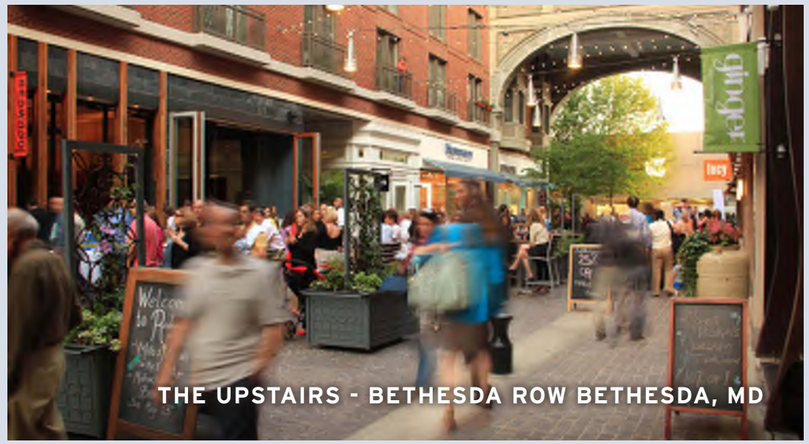
The Residences of north point will express active living and style in a neighborhood where the greatest amenity is being connected to a social village environment with many things to do both day and night. Both Regional Inspiration and nuanced modern details will inspire the design of Buildings that make Great Streets, Courtyards, and Public Spaces.



ARROWWOOD NORTH BETHESDA, MD


BANNER HILL - BALTIMORE, MD


360 H STREET - WASHINGTON DC


THE UPSTAIRS - BETHESDA ROW BETHESDA, MD

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NEIGHBORHOOD COMMON THREADS

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COMMUNITY ACTIVATION

Great Neighborhoods are activated by the residents who utilize public spaces intuitively. Community stakeholders will be invited to sponsor events that are unique and relevant, while a series of creative elements will help people find their own space. Such ever-changing walkable places promote happiness and wellness.









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NEIGHBORHOOD COMMON THREADS

MULTI MODAL CONNECTIVITY

A central focus to redeveloping North Point Mall will be planning for Multi-modal Connections to the site. Route 400 is planned for a new Marta Station that will promote transit-based access. Meanwhile the "Alphaloop" is set to create regional connections, Eco-Districts, and a substantial Storm-Water Park on the south edge of the site.









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NEIGHBORHOOD COMMON THREADS

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STOREFRONTS AND SIDEWALKS

The Sidewalk environment is brought to life through artful expression of tenant identity in Storefronts, Signage, Outdoor Seating, Merchandising and more. Varied landscape and street furnishings will set off each block with a sense of uniqueness throughout the neighborhood.



PIKE AND ROSE - ROCKVILLE







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NEIGHBORHOOD DESIGN STANDARDS

BUILDING DESIGN

NEIGHBORHOOD ARCHITECTURAL MASSING EXPRESSES AN AUTHENTIC AND VARIED URBAN FACADE INCREMENT, SO AS TO PROMOTE A TIMELESS MAIN STREET AMBIANCE OF MODERN AND TRADITIONAL DETAILING COMBINED WITHIN THE BLOCKS.

The intention behind scalable Urban Facade Increments is to create a balanced and articulated series of street walls that create organic and textured streets.

Buildings should be visually articulated with respect to pedestrian interest and site lines. Also, due to the storefront flexibility needed on Retail Streets, ground-floor portions of facades can utilize independent facade rhythms (when needed) to express the vibrant line up on businesses at their base.

Building massing on longer blocks should encourage a variety of facade setbacks and material approaches as practical (to be generally perceived as a series of buildings rather than one large "super block."





Exhibit H

+ ENCOURAGED

High-quality articulated facades with a cohesive yet varied mix of materials and fenestration rhythms.

Curated building material pallete with varied massing and bold features.

- DISCOURAGED

Random mix of facade approaches and materials with no sense of project curation.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.

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EYE LEVEL CONCEPTUAL VIEW - PHASE 1 MULTI-FAMILY MIXED-USE

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REZONING APPLICATION EXHIBITS
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AERIAL CONCEPTUAL VIEW - PHASE 1 MULTI-FAMILY MIXED-USE

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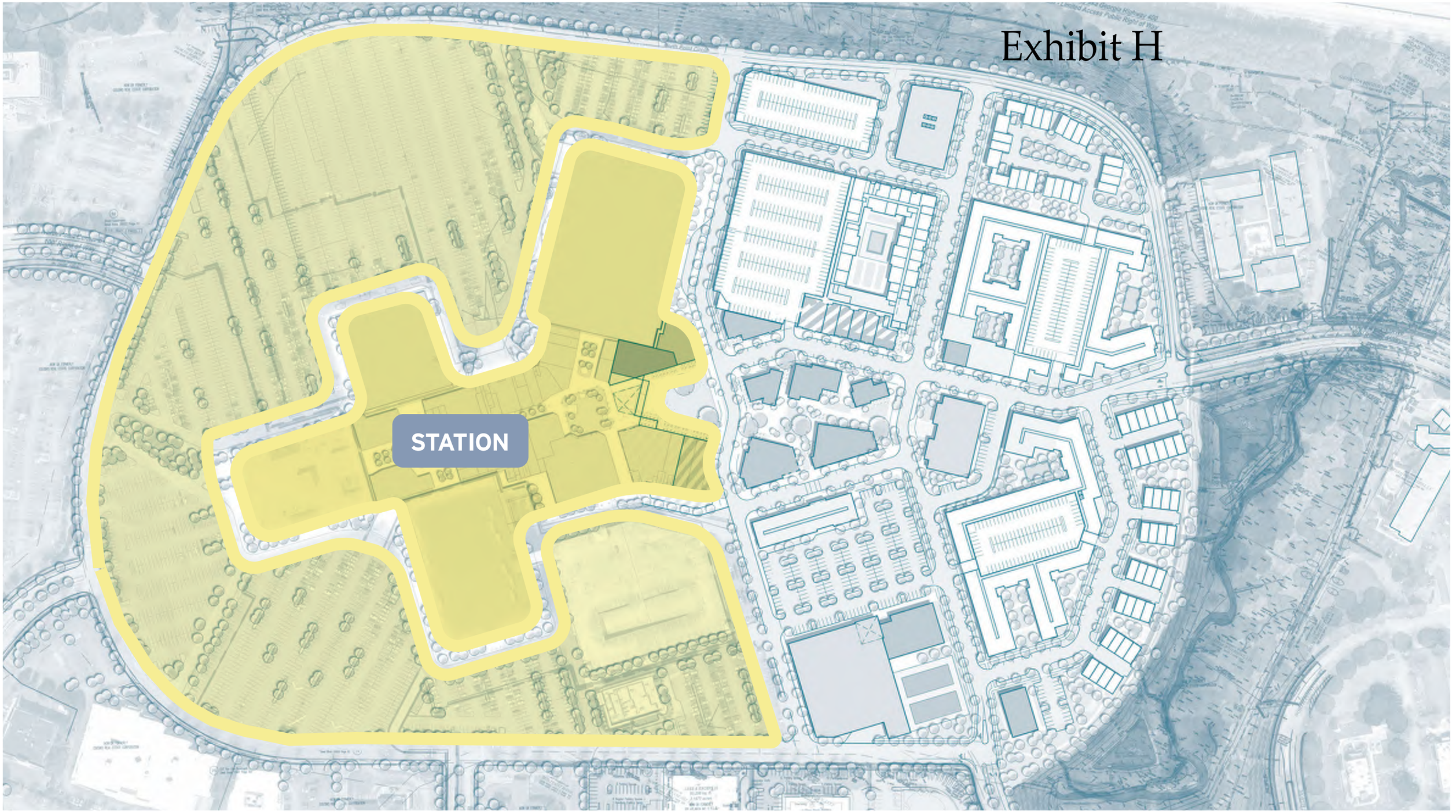
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - STATION ZONE

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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

STATION DESIGN STANDARDS

Exhibit H

BUILDING DESIGN

OUR VISION FOR BRIDGING THE NEW MALL EAST ENTRY THRESHOLD AND EVENT PLAZA WITH THE VILLAGE AND NEIGHBORHOOD BLOCKS WILL BE ACHIEVED THROUGH SEAMLESS AND THOUGHTFUL ACTIVATION OF OPEN SPACE AND CONSISTENT INDOOR/OUTDOOR STOREFRONT EMPHASIS THROUGHOUT.

The Station is our Conceptual nomenclature for the new East Mall Entry Threshold - which reflects its scale and purpose in the Urban Design story for the Village. The Station embraces the main gathering lawn. Bringing a mix of well programmed tenants, flexible outdoor space and an iconic experience that not only announces the mall entry but hosts a series of potential activities that vary from concerts to seasonal festivals and farmers markets, art fairs, ice skating, and more.



+ ENCOURAGED

Unique and well designed facades with a cohesive yet varied mix of materials and styles.

Curated building types with varied massing and simple

- DISCOURAGED

Random mix of aesthetics with no intention.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.



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DESIGN STANDARDS
STATION

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PLATFORM

Shopping malls often share much in common with train stations in their structuring of space. Yet the new east face of north point is inspired by other grand elements of city stations like civic steps, platform canopies and gateway moments.









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DESIGN STANDARDS
STATION

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GREAT PORCH

A seamless transition between mall conditioned space and the outdoor environment is made through a transition zone called the great porch. The objective is to diminish the importance (and barriers) of the front doors itself.









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EYE LEVEL CONCEPTUAL VIEW - STATION (NEW EAST MALL ENTRANCE)

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EYE LEVEL CONCEPTUAL VIEW - STATION (NEW EAST MALL ENTRANCE)

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NORTH POINT MALL - INTERIOR RENOVATION CONCEPTS

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REZONING APPLICATION EXHIBITS
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NORTH POINT MALL - INTERIOR RENOVATION CONCEPTS

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Renderings are conceptual and subject to change

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Preliminary Concept Design - December 2021

Renderings are conceptual and subject to change

Exhibit H



Stantec

Renderings are conceptual and subject to change

Exhibit H



Preliminary Concept Design - December 2021

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Renderings are conceptual and subject to change

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Exhibit H



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Preliminary Concept Design - December 2021

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Preliminary Concept Design - December 2021

Renderings are conceptual and subject to change

Exhibit H



Preliminary Concept Design - December 2021

Renderings are conceptual and subject to change

Exhibit H



Preliminary Concept Design - December 2021

Stantec

Renderings are conceptual and subject to change

Exhibit H



Preliminary Concept Design - December 2021

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Preliminary Concept Design - December 2021

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4.2

DESIGN STANDARDS

FACADE + RETAIL + SIGNAGE GUIDELINES

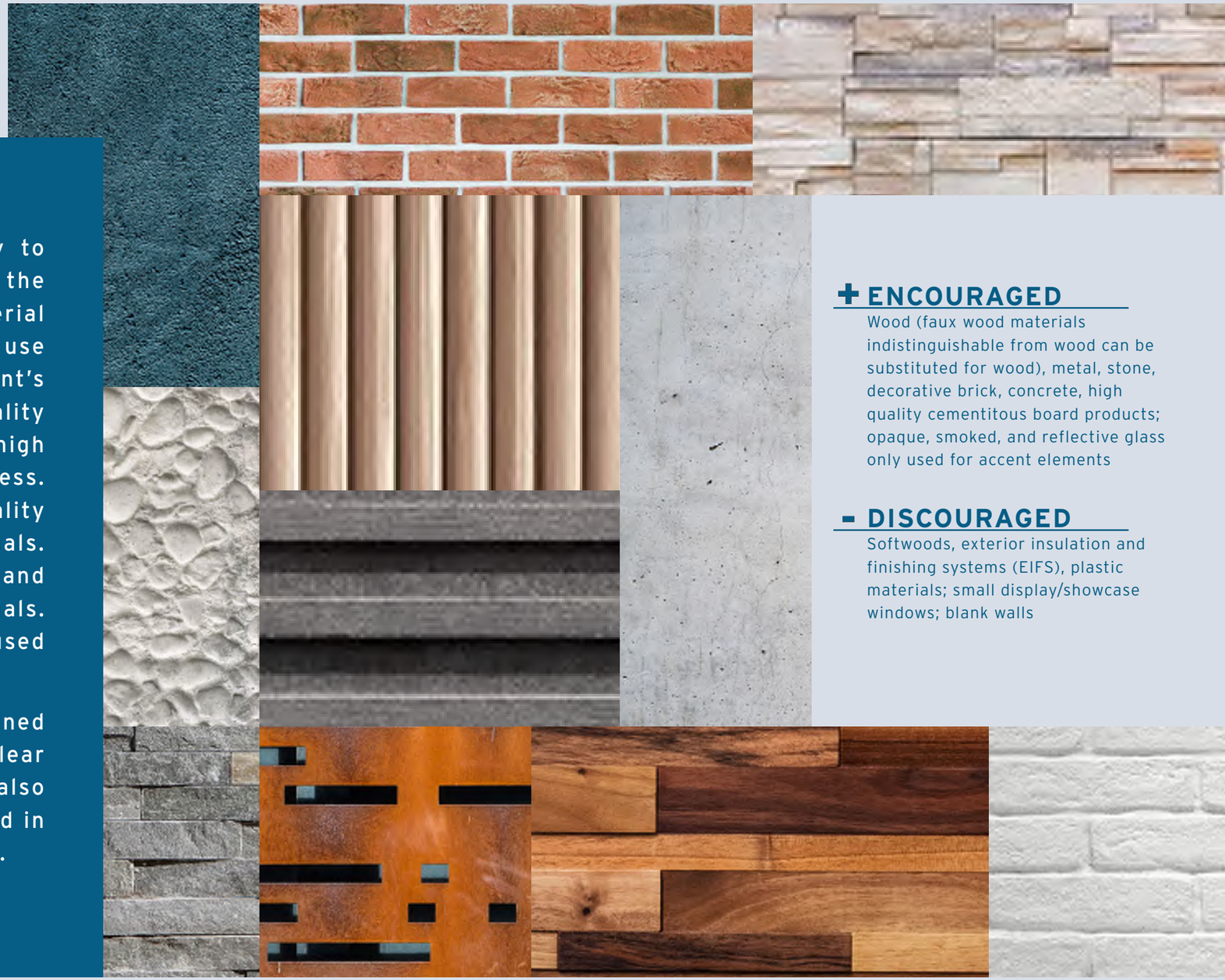
FACADE + STOREFRONT MATERIALS

Exhibit H

FACADES & STOREFRONTS

Each building will be provided with the opportunity to uniquely display identity, while also establishing the building's character at street level. The choice of material is a key component of creating an inviting mixed use environment that reflects the character of North Point's brand. The architecture should achieve a high-quality design by using durable materials, while providing a high degree of care to create character, identity and uniqueness. Wood, metal, stone, cast stone, concrete, and high quality cementitous board products are recommended materials. Similarly, durable, smooth exterior grade hardwoods, and other fire resistive materials, are acceptable materials. Opaque, smoked, or reflective glass should only be used for accent / spandrel elements.

Regardless of the material, buildings should be designed with intentionality in massing and style to create clear distinctions of scale and detail. Buildings should also reflect a coherent Urban Design character as described in the design zones documented previously in Section 4.1.



+ ENCOURAGED

Wood (faux wood materials indistinguishable from wood can be substituted for wood), metal, stone, decorative brick, concrete, high quality cementitous board products; opaque, smoked, and reflective glass only used for accent elements

- DISCOURAGED

Softwoods, exterior insulation and finishing systems (EIFS), plastic materials; small display/showcase windows; blank walls

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RETAIL FACADE COLOR

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Colors create variety that brings streetscapes to life. The choice of colorful materials or paint are very important in creating a thriving retail environment. Colors within a single facade should be complementary while celebrating the Tenant's unique brand and personality.

- Colors will be used to tie together all parts of the storefront architecture.
- The color scheme should take into consideration and complement adjacent storefronts
- The landlord will ultimately be responsible for approving all color palettes.

+ ENCOURAGED

Unique and cohesive color palettes

- DISCOURAGED

Use of too many colors on an individual storefront, conflicting color schemes on adjacent storefronts, same color on adjacent storefronts













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RESIDENTIAL FACADE COLOR Exhibit H



The choice of color is very important in crafting a fantastic mixed use environment. Colors should be considered in both materiality and paint. Colors should be coordinated and complement one another.

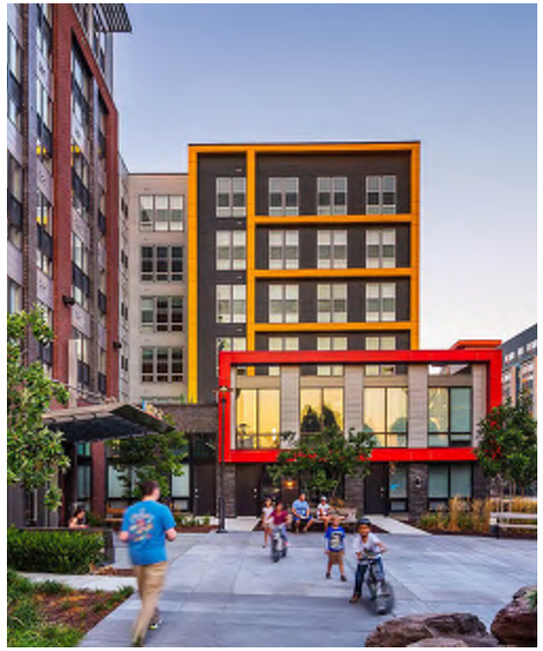
- Colors will be used to tie together all parts of the architecture.
- The color scheme should take into consideration and complement adjacent building designs.
- The Property Management team will ultimately be responsible for reviewing and approving all facade color palettes.

+ ENCOURAGED

Unique and cohesive color palettes

- DISCOURAGED

Use of too many colors on any one facade, conflicting color schemes













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THE DISPLAY ZONE

Exhibit H













Vision Windows

The transparent portions of storefront are a Tenant's primary means of marketing to passing customers, either as pedestrians or in passing vehicles. The display of products and services adds visual variety, light, and color to the streetscape.

Creative solutions for restaurant windows are encouraged, such as ledges for seating both inside and out or garage doors rolling open to create more room. Floor to ceiling glass doors are also permitted, depending on Landlord's approval.

1. In any 50-foot increment of a Tenant facade exposed to a public way, a minimum of sixty percent (50%) of the frontage should be vision windows or doors. Opaque glazing elements do not contribute to vision window area Exception: Landlord may allow that businesses with significant security concerns (jewelry stores, banks, etc.) May reduce visible exposure, or with very creative store Brand-Expression.
2. UV protected glass or films should be used to minimize discoloration of merchandise.
3. Tenants may use window tinting, films, canopies, and UV-reflective coatings to protect from solar damage. Glass tinting, operable shades, or any other application that decreases visibility will require the Landlord's written approval.

Vitrines and Bay Windows

Where approved as part of a shopfront design, recessed and projecting storefront elements with glazed elements and display windows may contribute to the overall length of vision window.

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STOREFRONT AND ENTRIES

Exhibit H













The **Storefront** is the system of glazing used between the structural elements of a complete shopfront. The systems may be classified as windows, bay windows, storefront, window wall, curtain wall, or assembled using custom framing solutions and glazing. As retail demising varies throughout, storefront glazing may be replaced with a solid infill to conceal Tenant demising walls.

Doors and entries may contrast with or complement the storefront framing systems.

1. Slopes in sidewalk zones may require recessed entries and curbs at the base of glazing systems to transition from exterior to interior. See Architectural drawings.
2. Curbs and other solid elements for glazing that contributes to the minimum 50% glazed storefront frontage must be no higher than 2.5 feet
3. All enclosure systems must provide a secure weather enclosure.
4. Vertical elements may be used to break up large areas of storefront glazing and may occur at the edges of a storefront to frame the windows or provide a complementary material within a group of windows.
5. Opaque, frosted, and milky panels within the primary storefront may not cover more than thirty percent 30% of storefront glazed area.
6. Vertical storefront panels may provide opportunities for the location of secondary storefront signage.
7. Amount of coverage by panels within the secondary storefront zone depends on Landlord approval.
8. Solid infill panels may match the storefront framing finishes or may introduce contrasting or complementary materials.
9. All storefront materials should be compatible with, and complementary to, the overall storefront design.

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BAYS AND RECESSES

Exhibit H













Tenant enclosures may include projections no more than two feet (2'-0") from the Tenant's lease line unless otherwise approved by Owner. Recessed areas have no limits. With this, Tenants may be allowed to "push" or "extend" their storefronts beyond the designated sidewalk merchandising zone within the "Display Zone" not to extend into the Public Right-of-Way.

Recessed doors are encouraged because of their sheltering benefits and the variety they bring to the streetscape.

- The outer face of a shopfront may extend two feet (2'-0") into the sidewalk beyond the lease line. All shopfront projections must be within the building setback lines adjacent to vehicular rights of way.
- Shopfront projections may not inhibit a clear pedestrian pathway.
- Shopfront projections may not require alterations to base building architecture or landscape features unless approved by the Landlord.

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AWNINGS AND CANOPIES

Exhibit H













An **awning or canopy** is any overhead structure on a frame attached to a building facade and projecting outward. They are used to protect shoppers, outdoor seating, and merchandise from the elements. They tell customers where shops are located, announce entrances, provide surfaces for marketing/branding, and provide shelter.

Where the Owner has not already built canopies or awnings above a tenant's storefront, Tenants may provide awnings and canopies above their storefront, with approval by the Owner. To ensure a variety of facade strategies, some Tenants may be denied the ability to add awnings and/or canopies, depending on neighboring conditions, adjacent landscape plantings, architectural form, structural attachments, and other physical constraints.

Materials must be durable and fire/fade resistant. Awnings should be on a metal structure with a suitably attractive finish. Fabric and plastic canopies are less preferred due to lack of durability. Canopies should be constructed using metal, glass, or treated wood. Creativity and variety is highly encouraged in designs.

- Retail uses are allowed a maximum projection of five feet (5'-0") from the outermost building face
- Restaurant uses are allowed a maximum projection of ten feet (10'-0") from the outermost building face
- All projections must remain four feet (4'-0") behind vertical plane at the face of the curb line below.
- All projections should be designed to enhance the architectural style of the associated storefront below.
- Projections may be retractable.
- Projections may extend beyond neutral piers to neighboring tenants, but all attachments must be structurally supported only within the Tenant's frontage length.
- Roofs shall be designed to accommodate water drainage away from the base-building. Coordinate required internal drainage with base building architecture.
- Projections may contain lighting features.

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ILLUMINATION

Exhibit H













Building lighting is instrumental in the activation and success of a streetscape. Building lighting is used for the illumination of the building facade, architectural embellishments, storefronts, signs, landscaping associated with store, and building entrances. Used appropriately, lighting can articulate the streetscape in a unique and creative way while also providing for a sense of security after nightfall.

- Tenants are required to keep the front five feet (5'-0") of the interior of the store lit at all times (24/7).
- Light fixtures used for Storefront Lighting should be appropriately scaled to the building facade. They are to be concealed or shielded with diffusers or refractors to avoid glare towards pedestrians, vehicles, building interiors, or the sky.
- Fixtures used for illumination of architectural features should not project direct lighting beyond intended elements. Visible bulbs, colored bulbs, blinking or flashing lights (except as used for seasonal ornamentation), floodlighting, high intensity discharge lighting, or fluorescent lighting, are all prohibited. Neon lighting is not allowed in storefront window display.
- Gooseneck fixtures, sconces, pendants, lanterns, or low-wattage accent spotlights that are traditionally styled or contemporary styled fixtures in traditional form are encouraged. Storefront facades and recessed doorways must always be lit, or as directed by the Owner.

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SIDEWALK RETAIL ZONE

Exhibit H













The Activity + Restaurant Zone is an area of the sidewalk directly in front of the storefront that Tenants can use for further marketing / merchandising beyond the envelope of the building. Tenants can use this area to "beautify" their shop with flower boxes and add benches to encourage pedestrians to pause in front of the store.

- Semi-permanent objects such as ground signs and seating are permitted in this area.
- Tenants are encouraged to utilize and maintain potted plantings along their storefront, particularly in front of building piers.
- Tenants design must be coordinated with any Owner to installed site amenities within the Storefront Activity + Restaurant Zone.

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Exhibit H
TENANT SIGNAGE

TENANTS' SIGN DESIGNS ARE KEY TO CREATING SUCCESSFUL RETAIL ENVIRONMENTS.

UNLIKE TRADITIONAL SHOPPING CENTERS WITH UNIFORM SIGN DESIGNS, MIXED-USE CENTERS GENERATE A SENSE OF PLACE SIMILAR TO TOWNS THAT HAVE EVOLVED OVER DECADES.

Successful places **encourage commercial tenants to promote their brand** through sign design. At the same time, some limitation and guideline for Tenants' design freedom helps hold a district together with a consistent identity and level of **quality that customers expect** from a modern public marketplace. This is more important in urban mixed-use setting than in traditional shopping centers.

To ensure the retail environment is engaging, unique and well detailed, these Tenant Sign Design Guidelines help the Tenants and the Property Landlord freedom to communicate through signs, but in a consistent language of form, color, and materials.

North Point will become the home of dozens of retailers and eateries, set within a new walkable semi-urban neighborhood unique to the City of Alpharetta. The commercial environment will **contribute to the vibrancy of the entire district** through an experiential blend of architectural expression and engaging streetscapes. The Tenant Sign Design Guidelines provide necessary standards to create a high-quality and diverse interface with the public realm.

Note: All diagrams in these guidelines are intended to show the extent and character of retail storefronts. They are not intended to be representative of any specific Tenants or retail categories. All images are for illustrative purposes only.











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MEMORANDUM

To: Monica Luera, *Trademark Property Group*

From: Harrison Forder, P.E., *Kimley-Horn and Associates, Inc.*
John D. Walker, P.E., PTOE, *Kimley-Horn and Associates, Inc.*

Date: October 25, 2022

RE: ***Project Eco, City of Alpharetta, Georgia – Trip Generation Comparison***

Kimley-Horn is pleased to provide this memorandum regarding the trip generation comparison for the proposed *Project Eco* development in the City of Alpharetta, Fulton County, Georgia. Per the *Trip Generation* section of this memorandum, the proposed October 2022 development plan is expected to generate less traffic the previously analyzed DRI #3469 development plan (May 2022) – see below for more information.

PROJECT OVERVIEW

The *Project Eco* development is a proposed mixed-use development on an approximate 83.67-acre site located on the site of North Point Mall, bounded by SR 400 on the north, Haynes Bridge Road on the east, North Point Parkway on the south, and Encore Parkway on the west in the City of Alpharetta, Georgia. The site was reviewed by GRTA and ARC as the *Project Eco DRI #3469*. The ARC Final Findings were issued on June 16, 2022, and the GRTA Notice of Decision was issued on June 24, 2022. Since that time, the proposed land use densities have changed as the project goes through the rezoning process with the City of Alpharetta.

The site is currently zoned PSC (planned shopping center) and MU (Mixed-Use), and the entire 83.67-acre parcel is proposed to be rezoned to MU zoning. The trip generation comparison will be based on the following scenarios, summarized in **Table 1**. It should be noted that approximately 235,000 SF of leased, occupied, retail space in the existing mall will be demolished under both scenarios.

Table 1: Proposed Land Use and Density

Land Use	DRI #3469 Density (May 2022)	October 2022 Development Plan
Townhomes	39 units	103 units
Multifamily Residential	900 units	875 units
Hotel	150 rooms	150 rooms
Office	120,000 SF	427,000 SF
Retail	244,560 SF	96,700 SF
Restaurant	71,140 SF	57,500 SF

The purpose of this memorandum is to compare the trip generation potential of the DRI #3469 development plan with the trip generation potential of the October 2022 proposed development plan.

TRIP GENERATION

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the development and the distribution and assignment of that traffic through the study roadway network.

Anticipated trip generation for the proposed *Project Eco* development was calculated using rates and equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition. Reductions to gross trips are also considered in the analysis, including mixed-use reductions, alternative transportation mode, and pass-by reductions, per the GRTA Letter of Understanding.

The densities and the project trip generation for the proposed development are summarized by land use in **Table 2**. A detailed trip generation summary for each development plan is attached.

Table 2: Net Trip Generation

Land Use	ITE Code	Density	Daily Traffic			AM Peak			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
DRI #3469 (May 2022) Densities			9,960	4,980	4,980	862	447	415	560	353	207
October 2022 Proposed Densities			7,814	3,907	3,907	829	495	333	449	199	249
Difference in Net Project Trips			*-2,146*	*-1,073*	*-1,073*	*-33*	*+48*	*-82*	*-111*	*-154*	*+42*
% Difference in Net Project Trips			*-22%*	*-22%*	*-22%*	*-4%*	*+11%*	*-20%*	*-20%*	*-44%*	*+20%*

Based on the trip generation shown in **Table 2**, the proposed October 2022 development plan is projected to generate approximately 2,146 less total daily trips, 33 fewer AM peak hour trips, and 111 fewer PM peak hour trips than the *Project Eco DRI#3469*. The proposed October 2022 development plan will generate approximately 22% less net daily trips, 4% less AM peak hour trips, and approximately 20% less PM peak hour trips compared to the previously analyzed DRI #3469.

NOTE: If the vacant retail space in North Point Mall was occupied, approximately 10,456 net daily trips would be generated. The site is proposed to generate less traffic than the re-occupation of the retail space. The proposed Project Eco development is expected to generate 25% less net traffic than the expected trip generation of the fully occupied mall. This is primarily due to the mixed-use nature of the proposed Project Eco development, where residents and office workers will stay on site to utilize the retail and restaurant space.

Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Project Eco DRI #3469 - May 2022
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	36 d.u.	232	18	4	14	24	15	9
221 Multi-Family Housing (Mid-Rise)	900 d.u.	4,904	295	77	218	365	223	142
310 Hotel	150 rooms	1,266	70	41	29	86	44	42
710 General Office Building	120,000 s.f.	1,266	139	120	19	135	22	113
720 Medical-Dental Office Building	0 s.f.	0	0	0	0	0	0	0
820 Shopping Center	244,560 s.f. gross leasable area	9,232	230	143	87	932	447	485
820 Shopping Center (Existing to be demolished)	*-235,000 s.f. gross leasable area*	*-8,872*	*-221*	*-137*	*-84*	*-895*	*-430*	*-465*
932 High-Turnover (Sit-Down) Restaurant	71,140 s.f.	7,980	707	389	318	695	431	264
Gross Trips (new development)		**24,880**	**1,459**	**774**	**685**	**2,237**	**1,182**	**1,055**
Gross Trips (reduced by demolished mall area)		**16,008**	**1,238**	**637**	**601**	**1,342**	**752**	**590**
Residential Trips		5,136	313	81	232	389	238	151
Mixed-Use Reductions		*-680*	*-49*	*-6*	*-43*	*-130*	*-66*	*-64*
Alternative Mode Reductions		*-446*	*-26*	*-8*	*-19*	*-26*	*-17*	*-9*
Adjusted Residential Trips		4,010	238	67	170	233	155	78
Hotel Trips		1,266	70	41	29	86	44	42
Mixed-Use Reductions		*-168*	*-13*	*-2*	*-11*	*-36*	*-21*	*-15*
Alternative Mode Reductions		*-110*	*-6*	*-4*	*-2*	*-5*	*-3*	*-3*
Adjusted Hotel Trips		988	51	35	16	45	20	24
Office Trips		1,266	139	120	19	135	22	113
Mixed-Use Reductions		*-248*	*-47*	*-30*	*-17*	*-38*	*-13*	*-25*
Alternative Mode Reductions		*-102*	*-9*	*-9*	*0*	*-10*	*-1*	*-9*
Adjusted Office Trips		916	83	81	2	87	8	79
Retail Trips		4,474	384	212	172	393	240	152
Mixed-Use Reductions		*-572*	*-57*	*-28*	*-29*	*-196*	*-102*	*-94*
Alternative Mode Reductions		*-390*	*-33*	*-18*	*-14*	*-20*	*-14*	*-6*
Pass By Reductions (Based on ITE Rates)		*-1,194*	*0*	*0*	*0*	*-61*	*-31*	*-31*
Adjusted Retail Trips		2,318	294	166	129	116	93	21
Restaurant Trips		3,866	332	183	149	339	208	132
Mixed-Use Reductions		*-496*	*-114*	*-74*	*-40*	*-178*	*-87*	*-91*
Alternative Mode Reductions		*-338*	*-22*	*-11*	*-11*	*-16*	*-12*	*-4*
Pass By Reductions (Based on ITE Rates)		*-1,304*	*0*	*0*	*0*	*-63*	*-32*	*-32*
Adjusted Restaurant Trips		1,728	196	98	98	82	77	5
Mixed-Use Reductions - TOTAL		*-2,164*	*-280*	*-140*	*-140*	*-578*	*-289*	*-289*
Alternative Mode Reductions - TOTAL		*-1,386*	*-96*	*-50*	*-46*	*-77*	*-47*	*-31*
Pass-By Reductions - TOTAL		*-2,498*	*0*	*0*	*0*	*-124*	*-63*	*-63*
Existing Development Trips								
New Trips		**9,960**	**862**	**447**	**415**	**563**	**353**	**207**
Driveway Volumes		**12,458**	**862**	**447**	**415**	**687**	**416**	**270**

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Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Project Eco DRI #3469 - May 2022
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	36 d.u.	232	18	4	14	24	15	9
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Hotel Trips		1,266	70	41	29	86	44	42
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Existing Development Trips								
New Trips		**9,960**	**862**	**447**	**415**	**563**	**353**	**207**
Driveway Volumes		**12,458**	**862**	**447**	**415**	**687**	**416**	**270**

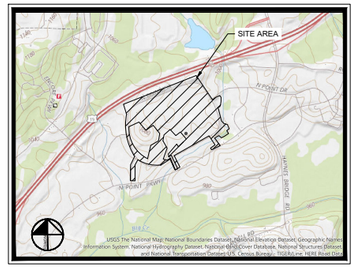
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Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Project Eco DRI #3469
City of Alpharetta, GA

Land Use		Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Proposed Site Traffic										
220	Multi-Family Housing (Low-Rise)	103	d.u.	738	49	11	38	61	38	23
221	Multi-Family Housing (Mid-Rise)	875	d.u.	4,768	287	75	212	355	217	138
310	Hotel	150	rooms	1,266	70	41	29	86	44	42
710	General Office Building	427,000	s.f.	4,338	428	368	60	452	72	380
720	Medical-Dental Office Building	0	s.f.	0	0	0	0	0	0	0
820	Shopping Center	96,700	s.f. gross leasable area	3,650	91	56	35	368	177	191
820	Shopping Center (Existing to be demolished)	*-235,000*	*s.f. gross leasable area*	*-8,872*	*-221*	*-137*	*-84*	*-895*	*-430*	*-465*
932	High-Turnover (Sit-Down) Restaurant	57,500	s.f.	6,450	572	315	257	562	348	214
Gross Trips (new development)				**21,210**	**1,497**	**866**	**631**	**1,884**	**896**	**988**
Gross Trips (reduced by demolished mall area)				**12,338**	**1,276**	**729**	**547**	**989**	**466**	**523**
Residential Trips				3,202	286	71	215	218	133	85
	Mixed-Use Reductions			*-498*	*-54*	*-5*	*-49*	*-84*	*-51*	*-33*
	Alternative Mode Reductions			*-270*	*-23*	*-7*	*-17*	*-13*	*-8*	*-5*
	Adjusted Residential Trips			2,434	209	59	149	121	74	47
Hotel Trips				736	60	35	25	45	23	22
	Mixed-Use Reductions			*-114*	*-14*	*-1*	*-13*	*-26*	*-15*	*-11*
	Alternative Mode Reductions			*-62*	*-6*	*-3*	*-1*	*-2*	*-1*	*-1*
	Adjusted Hotel Trips			560	40	31	11	17	7	10
Office Trips				2,524	365	310	55	237	37	200
	Mixed-Use Reductions			*-232*	*-115*	*-65*	*-50*	*-23*	*-8*	*-15*
	Alternative Mode Reductions			*-230*	*-25*	*-25*	*-1*	*-21*	*-3*	*-19*
	Adjusted Office Trips			2,062	225	220	4	193	26	166
Retail Trips				2,124	78	47	31	193	92	101
	Mixed-Use Reductions			*-286*	*-37*	*-23*	*-14*	*-125*	*-64*	*-61*
	Alternative Mode Reductions			*-184*	*-3*	*-2*	*-2*	*-7*	*-3*	*-4*
	Pass By Reductions (Based on ITE Rates)			*-562*	*0*	*0*	*0*	*-22*	*-11*	*-11*
	Adjusted Retail Trips			1,092	38	22	15	39	14	25
Restaurant Trips				3,752	488	265	223	295	181	114
	Mixed-Use Reductions			*-506*	*-136*	*-84*	*-52*	*-138*	*-60*	*-78*
	Alternative Mode Reductions			*-324*	*-35*	*-18*	*-17*	*-16*	*-12*	*-4*
	Pass By Reductions (Based on ITE Rates)			*-1,256*	*0*	*0*	*0*	*-62*	*-31*	*-31*
	Adjusted Restaurant Trips			1,666	317	163	154	79	78	1
Mixed-Use Reductions - TOTAL				*-1,636*	*-356*	*-178*	*-178*	*-396*	*-198*	*-198*
Alternative Mode Reductions - TOTAL				*-1,070*	*-92*	*-55*	*-38*	*-59*	*-27*	*-33*
Pass-By Reductions - TOTAL				*-1,818*	*0*	*0*	*0*	*-84*	*-42*	*-42*
Existing Development Trips										
New Trips				**7,814**	**829**	**495**	**333**	**449**	**199**	**249**
Driveway Volumes				**9,632**	**829**	**495**	**333**	**533**	**241**	**291**

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May 2022 DRI Site Plan



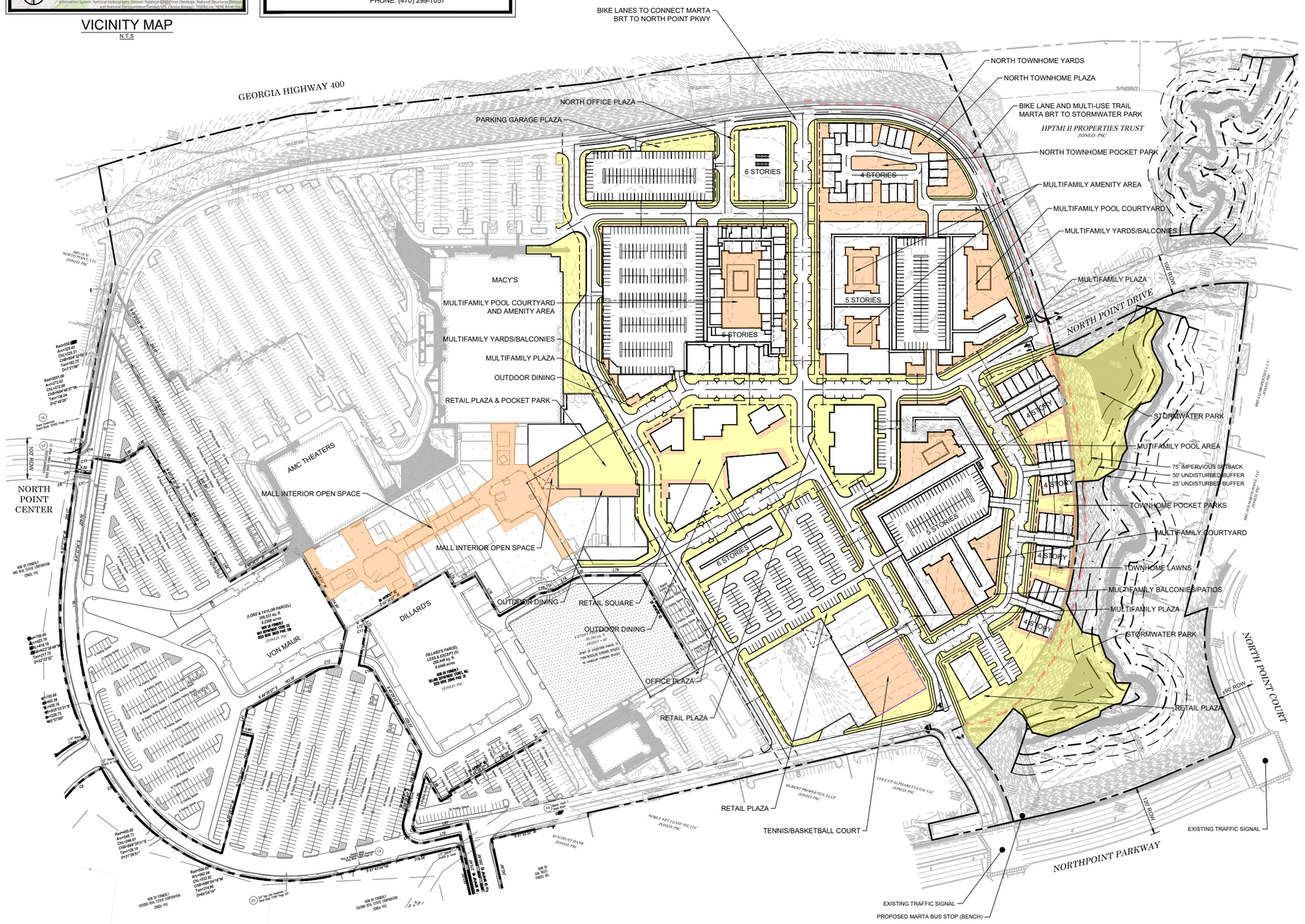
VICINITY MAP
N.T.S

CONTACTS:

APPLICANT	TRADEMARK PROPERTY COMPANY 1701 RIVER RUN, SUITE 500 FORT WORTH, TX 76107 CONTACT: WESTON GRAVES PHONE: 817-810-5319
TRAFFIC CONSULTANT	KIMLEY-HORN AND ASSOCIATES, INC. 11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009 CONTACT: JOHN WALKER, PE PHONE: (404) 201-6155
CIVIL ENGINEER	KIMLEY-HORN AND ASSOCIATES, INC. 11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009 CONTACT: TYLER ROSSER, PE PHONE: (470) 299-7057

OPEN SPACE LEGEND

- CIVIC SPACE
- AMENITY SPACE



DEVELOPMENT SUMMARY:

DRI NUMBER: DRI#3469

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:

Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	653,700 SF (7,812 SF/ACRE)
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF (123 SF/ACRE)
PROPOSED RESTAURANT	71,140 SF (50 SF/ACRE)
PROPOSED RETAIL	244,560 SF (2,923 SF/ACRE)
OFFICE	120,000 SF (1,434 SF/ACRE)
MULTIFAMILY	900 UNITS (10.8 UNITS/ACRE)
TOWNHOMES	36 UNITS (0.43 UNITS/ACRE)
HOTEL	150 KEYS (1.8 KEYS/ACRE)

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

PARKING SUMMARY:

Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**5,074 SPACES** (TOTAL)
REMAINING MALL AREA	1,831 SPACES (1 / 285 SF*0.80)
RETAIL (244,560 SF)	783 SPACES (1 / 250 SF*0.80)
RESTAURANT (71,140 SF)	570 SPACES (1 / 100 SF*0.80)
OFFICE (180,000 SF)	576 SPACES (1 / 250 SF*0.80)
MULTIFAMILY (900 UNITS)	1,116 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	72 SPACES (2 / UNIT)
HOTEL (150 KEYS)	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**6,188 SPACES** (TOTAL)
REMAINING SURFACE PARKING	3,123 SPACES
EXISTING PARKING DECK	1,175 SPACES
MULTIFAMILY PARKING DECKS	1,200 SPACES
TOWNHOMES	120 SPACES
SURFACE PARKING	170 SPACES
ON STREET PARKING	100 SPACES

OPEN SPACE REQUIREMENTS

CIVIL SPACE:	**10.71 ACRES** (12.8% SITE AREA)
AMENITY SPACE:	**4.18 ACRES** (5% SITE AREA)

PROPOSED OPEN SPACE

CIVIC SPACE:	**10.85 ACRES** (472,565 SF)
SQUARE	1.20 ACRES (52,225 SF)
PLAZA	5.52 ACRES (240,360 SF)
POCKET PARKS	1.28 ACRES (55,730 SF)
PARK	2.49 ACRES (108,250 SF)
MULTI-USE TRAILS	0.37 ACRES (16,000 SF)
AMENITY SPACE:	**6.98 ACRES** (304,140 SF)
OUTDOOR DINING	0.33 ACRES (14,240 SF)
PATIOS AND PORCHES	0.24 ACRES (10,650 SF)
YARDS AND LAWNS	1.38 ACRES (60,300 SF)
ENHANCE HARDSCAPE	3.51 ACRES (153,050 SF)
BALCONIES	0.16 ACRES (6,800 SF)
POOL AREA	0.91 ACRES (39,500 SF)
SPORTS COURTS	0.45 ACRES (19,800 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

VARIANCES:

Note: An asterisk (*) in the notes above denotes a variance is required

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

GRAPHIC SCALE IN FEET
0 60 120 240

PREPARED BY:
Kimley»Horn
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11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

PREPARED FOR:
TRADEMARK PROPERTY COMPANY
1701 RIVER RUN, SUITE 500
FORT WORTH, TX 76107
PHONE: 817-810-5319

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NORTH POINT
6000 NORTH POINT CIRCLE, ALPHARETTA, GA 30022
DRI #3469

GEORGIA REGISTERED PROFESSIONAL ENGINEER TYLER ROSSER
05/16/2022

GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014555000

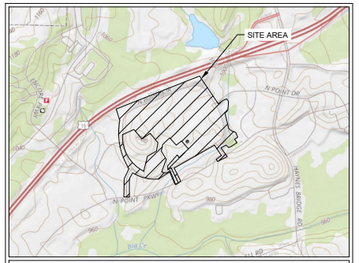
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DRI SITE PLAN

SHEET NUMBER
DRI #3469

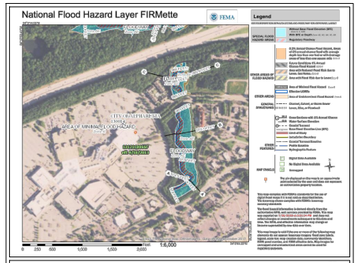
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October 2022 Site Plan



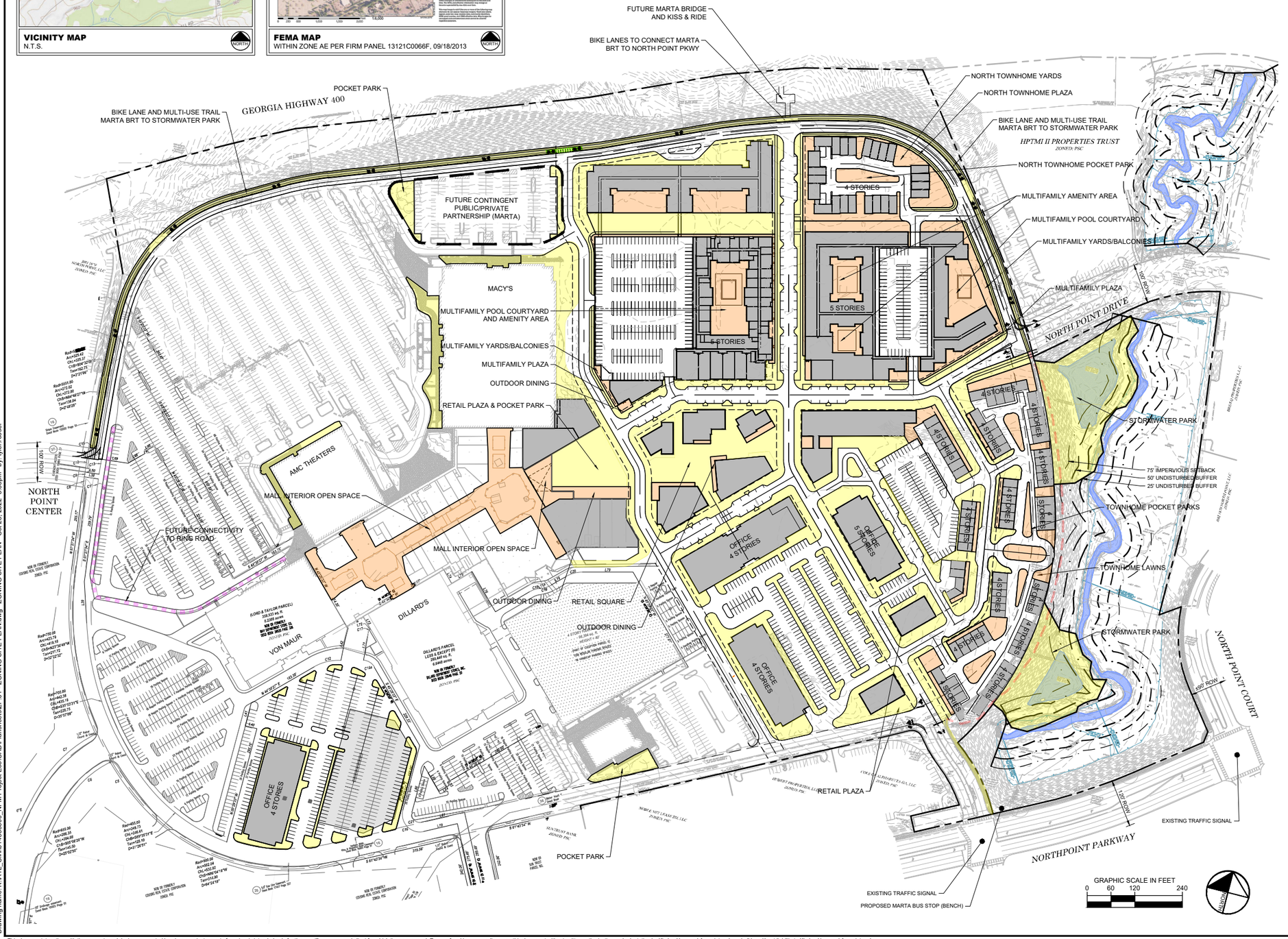
VICINITY MAP
N.T.S.



FEMA MAP
WITHIN ZONE AE PER FIRM PANEL 13121C0066F, 09/18/2013

OPEN SPACE LEGEND

- CIVIC SPACE
- AMENITY SPACE



DEVELOPMENT SUMMARY

DRI NUMBER: DRI#3469

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:
Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING

MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF

PROPOSED

REMAINING MALL INTERIOR AREA	479,223 SF (5,728 SF/ACRE)
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF (123 SF/ACRE)
PROPOSED RETAIL	96,700 SF (938 SF/ACRE)
PROPOSED RESTAURANT	57,500 SF (514 SF/ACRE)
OFFICE	427,000 SF (2,928 SF/ACRE)
MULTIFAMILY (Including For-Lease Townhomes)	875 UNITS (10.46 UNITS/ACRE)
TOWNHOMES (For-Sale)	103 UNITS (1.02 UNITS/ACRE)
HOTEL	150 KEYS (1.8 KEYS/ACRE)

PARKING SUMMARY:
Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**4,360 SPACES** (TOTAL)
REMAINING MALL AREA	1,346 SPACES (1 / 285 SF*0.80)
RETAIL	138 SPACES (1 / 250 SF*0.80)
RESTAURANT	711 SPACES (1 / 100 SF*0.80)
OFFICE	784 SPACES (1 / 250 SF*0.80)
MULTIFAMILY	1,085 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (ASSUMES ALL 3 BEDROOM TOWNHOMES)	170 SPACES (2 / UNIT)
HOTEL	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**5,xxx SPACES** (TOTAL)
REMAINING SURFACE PARKING	2,494 SPACES
EXISTING PARKING DECK	1,175 SPACES
OFFICE PARKING DECK	480 SPACES
MULTIFAMILY PARKING DECKS	1,100 SPACES
TOWNHOMES	170 SPACES
SURFACE PARKING	xxx SPACES
ON STREET PARKING	xxx SPACES

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE

COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'

PROPOSED MAXIMUM

COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

SITE PLAN NOTE

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

STORMWATER NOTE

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS (PERVIOUS PAVING, INFILTRATION FIELDS, BIORETENTION AREAS, OR OTHER COMPONENTS) PROVIDING RUNOFF REDUCTION (IF INFILTRATION RATES ALLOW), CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION PER THE CODE REQUIREMENTS. DETENTION SHALL BE PROVIDED WITHIN THE EXISTING SURFACE PONDS.

VARIANCES

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

PREPARED BY:
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PHONE: 817-810-5319

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NORTH POINT
6000 NORTH POINT CIRCLE, ALPHARETTA, GA 30022

GEORGIA REGISTERED PROFESSIONAL ENGINEER JOHN TYLER ROSSER 10/5/2022

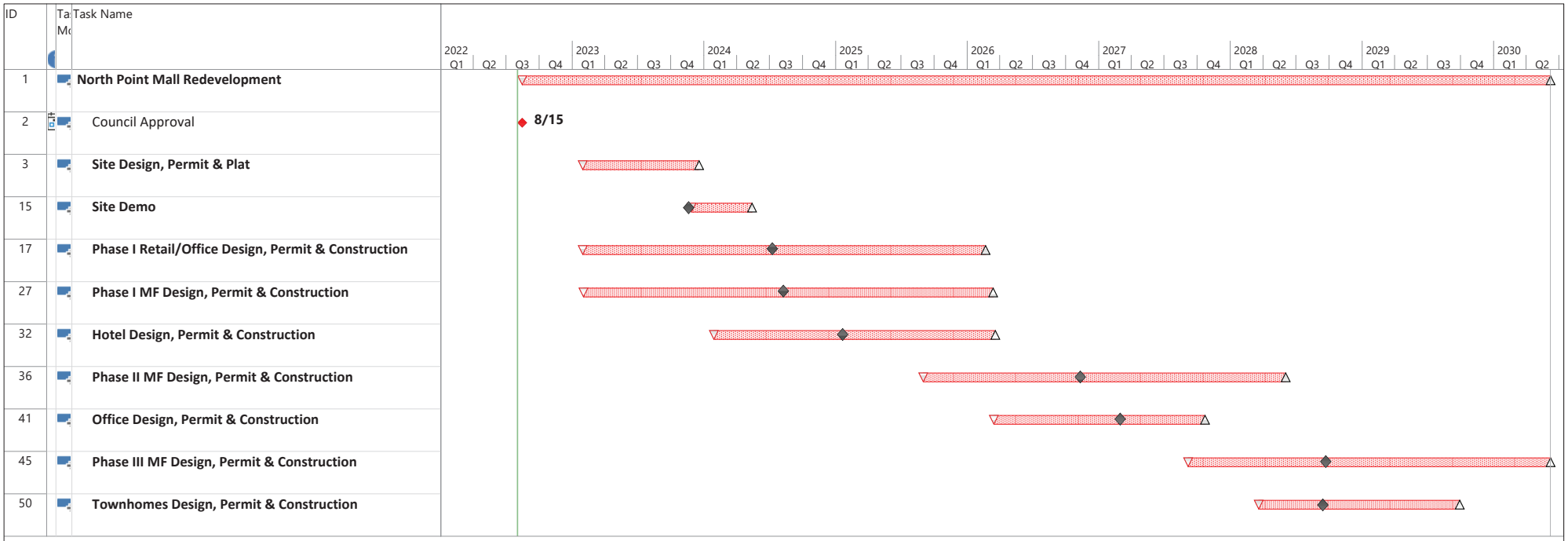
GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014555000

TITLE
ZONING SITE PLAN

SHEET NUMBER
ZP.01

Drawing name: K:\ATL_Civil\014555000_NPM Project Eco\CAD\Plansheets\ZP.01 - ZONING SITE PLAN.dwg ZONING SITE PLAN Oct 25, 2022 5:35pm by: tyler.rosser

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◆ = Construction Starts

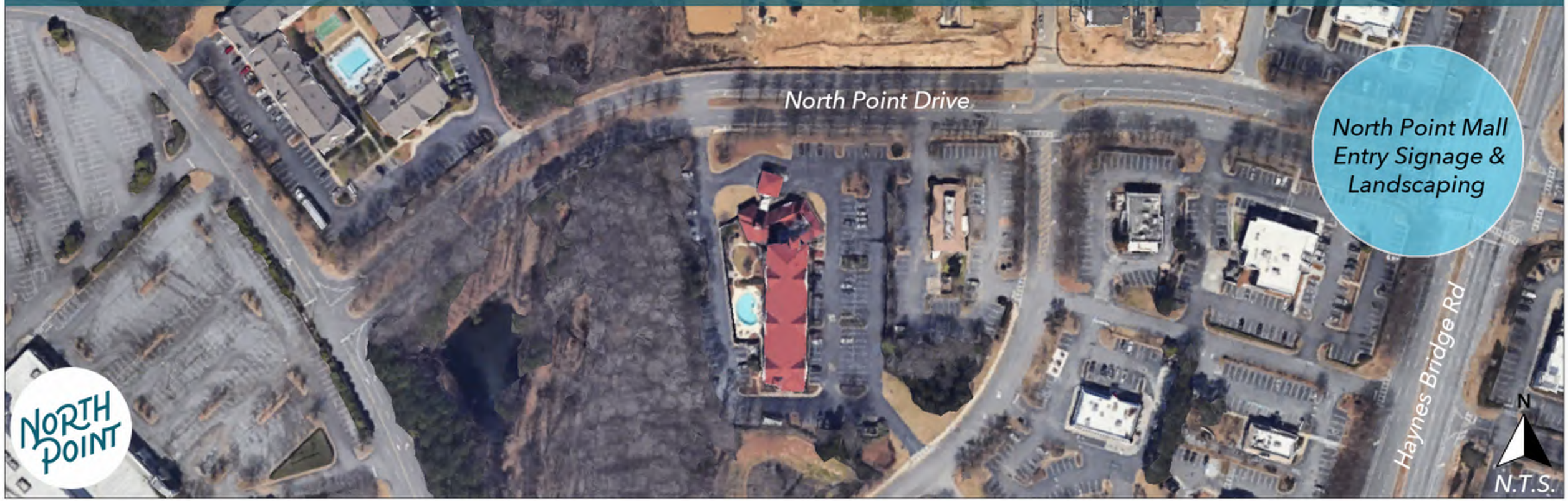
Draft: NPM Redevelopment Construction Schedule

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

Proposed/Under Construction Mall Redevelopments

Mall	Location	MF Units	Acres	Units/Acre	Notes
Belmar	Lakewood, CO	1,048	100	10.5	8 years between Phase I & Total Completion
North Point Mall	Alpharetta, GA	900	83.67	10.8	Build out 6-8 years
Moorestown Mall	Moorestown, NJ	1,065	84	12.7	3 phases; 3 residental buildings
Georgia Square Mall	Bogart, GA	1,138	75	15.2	8 phases over 5-6 years
Northland Center	Southfield, MI	2,885	159	18.1	15 new buildings, over 5 years; Phase 1 is 1300 units
North Dekalb Mall	Decatur, GA	1,700	77	22.1	6 residential villages; Build out 8-10 years
Northgate Mall	Seattle, WA	940	41	22.9	3 phases; 18 years; 11 residential buildings
Collin Creek Mall	Plano, TX	2,300	100	23.0	Multi-phase; 1st phase complete 2024; 8 residential villages
Gwinnett Place Mall	Gwinnett, GA	2,700	39	69.2	7 residential villages
Paradise Valley Mall	Phoenix, AZ	2,500	92	27.2	Multi-phase; 7+ villages; Phase 1 will be 400 units
Moreno Valley Mall	Moreno Valley, CA	1,627	59	27.6	4 MF communities
Tri-County Mall	Springdale, OH	2,600	76	34.2	5 phases; 10 years
Metrocenter Mall	Phoenix, AZ	2,600	68	38.2	3 phases; 7 years; 3 residential villages, 1 mixed-use core
Brodie Oaks	Austin, TX	1,500	38	39.5	10-15 years; MF includes wrap around and tower
Promenades Mall	Port Charlotte, FL	1,100	26	42.3	
Galleria Fort Lauderdale	Fort Lauderdale, FL	1,900	42	45.2	
Beltway Plaza Mall	Greenbelt, MD	2,500	54	46.3	5 phases
Redlands Mall	Redlands, CA	700	12	58.3	15 years, Village with 5 buildings containing up to 700 units
Westfield Century City	Los Angeles, CA	1,400	21	66.7	
Panoroma Mall	Los Angeles, CA	3,544	20	177.2	4 phases; 20 years
	Average	**1,832**	**63**	**28.9**	

North Point Drive Entry









Existing Conditions

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North Point Center E Entry





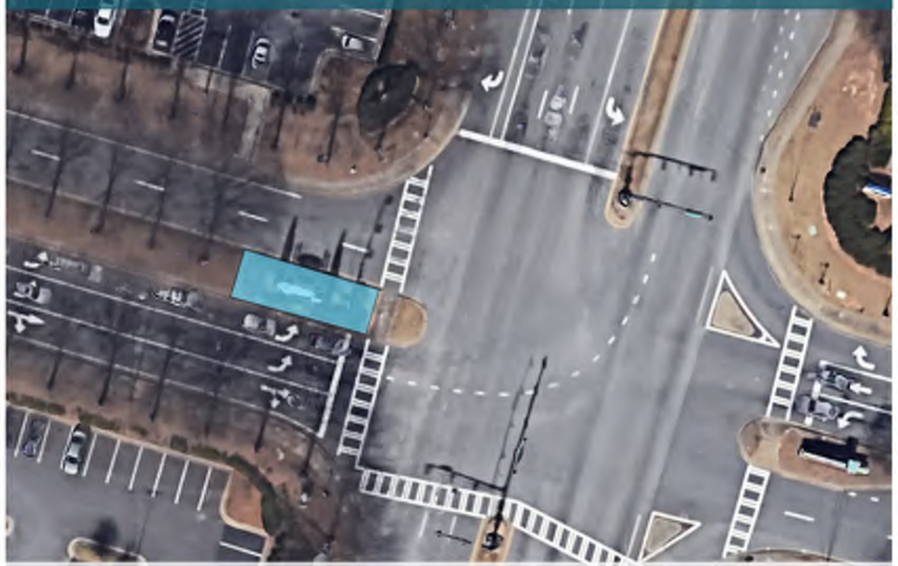




Existing Conditions

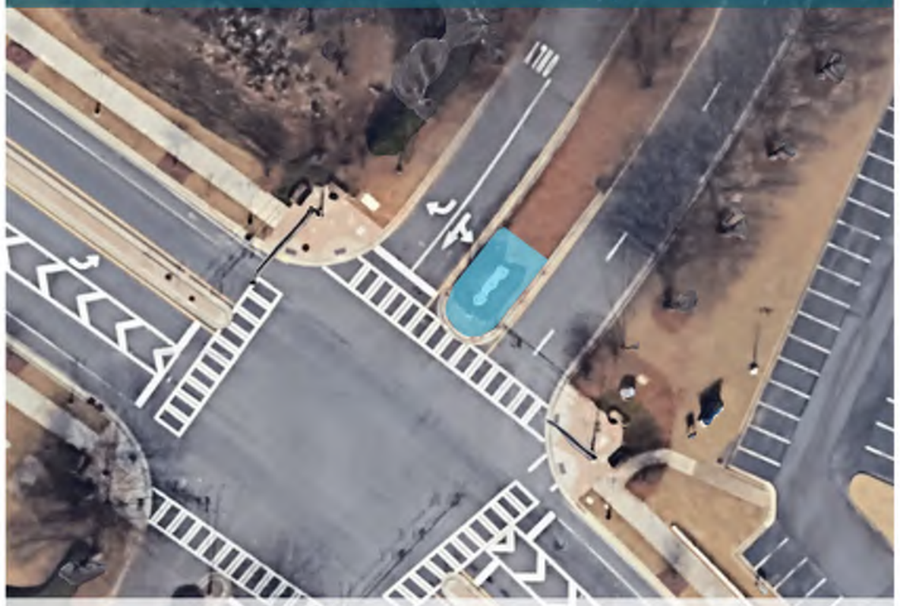
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North Point Drive Entry



Signage & Landscaping Zone
City owned property

North Point Center E Entry



Signage & Landscaping Zone
Inside special use easement

Representative Imagery of Entry Signage & Landscaping













TRADEMARK

Transportation Analysis

Project Eco
DRI #3469

City of Alpharetta, Georgia

May 2022

Prepared for:

Trademark Property Company

Prepared by:

Kimley-Horn and Associates, Inc.
11720 Amber Park Drive, Suite 600
Alpharetta, Georgia 30009
014555001

Kimley»Horn

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Available Upon Request
Raw Traffic Count Data
Synchro Capacity Analyses

EXECUTIVE SUMMARY

This report presents the analysis of the anticipated traffic impacts of the proposed *Project Eco* development located in the City of Alpharetta, Georgia. The approximate 83.67-acre site is located on the site of North Point Mall, bounded by SR 400 on the north, Haynes Bridge Road on the east, North Point Parkway on the south, and Encore Parkway on the west. The site currently consists of North Point Mall and its associated surface parking, which will be redeveloped. Approximately 512,000 SF of existing mall space will be demolished (235,000 SF occupied, 277,000 SF vacant).

The proposed development will consist of the following land uses and densities contained in **Table 1**. The project is expected to be completed by 2030 (approximately 8 years).

Table 1: Proposed Land Use and Density

Land Use	Proposed
Townhomes	36 units
Multifamily Residential	900 units
Hotel	150 rooms
Office	120,000 SF
Retail	244,560 SF
Restaurant	71,140 SF

The DRI analysis includes an estimation of the overall vehicle trips projected to be generated by the development, also known as gross trips. Mixed-use and alternative transportation mode reductions to gross trips are also included in the trip generation, as outlined in the Georgia Regional Transportation Authority (GRTA) Letter of Understanding (dated April 12, 2022).

It should be noted that the proposed *Project Eco* development is projected to generate approximately 9,960 net daily trips. The vacant 277,000 SF of retail space within North Point Mall would be expected to generate 10,456 net daily trips, if reoccupied. **The proposed *Project Eco* development is expected to generate approximately 5% less traffic than the expected trip generation of the fully occupied mall.** This is primarily due to the mixed-use nature of the proposed *Project Eco* development, where residents and office workers will stay on site to utilize the retail and restaurant space.

Capacity analyses were performed for the study intersections under the Existing 2022 conditions, the Projected 2030 No-Build conditions, and the Projected 2030 Build conditions.

- Existing 2022 conditions represent traffic volumes that were collected in April 2022 and calibrated compared to traffic volumes along North Point Parkway associated with PI#0017814, approved through the GDOT PDP process. (Note: Traffic Count methodology was outlined in a memo approved by GRTA in April 2022).
- Projected 2030 No-Build conditions represent the Existing 2022 traffic volumes grown for eight (8) additional years at 1.0% per year throughout the study network. Additionally, the programmed City of Alpharetta project to conduct a road diet along North Point Parkway (reducing from three travel lanes in each direction to two travel lanes in each direction) was included.
- Projected 2030 Build conditions represent the Projected 2030 No-Build conditions plus the addition of the project trips that are anticipated to be generated by the *Project Eco* development.

All seven (7) intersection currently operate and are projected to operate at an acceptable overall LOS under Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions.

The intersections of Haynes Bridge Road at North Point Drive (Intersection 2), and Haynes Bridge Road at North Point Parkway (Intersection 3) contain approaches which currently operate at LOS F under the Existing 2022 conditions. It should be noted that per GRTA's DRI guidelines, an improvement should be considered if an approach operates at a failing LOS, even if the overall intersection operates acceptably.

The intersection of Haynes Bridge Road at North Point Drive (Intersection 2) is projected to operate at an acceptable overall intersection LOS; however the eastbound and westbound approaches of North Point Drive are projected to operate at LOS F under the Existing 2022 and Projected 2030 No-Build Conditions. Due to the increase in volume on the eastbound left-turn movement during the AM and PM peak hours under Projected 2030 Build conditions, the split time for the left-turn phase was increased to accommodate for the additional demand, per the GRTA DRI review procedures. As a result, the eastbound approach operates at an acceptable LOS under the Projected 2030 Build conditions. Although the westbound approach operates at an unacceptable LOS, no feasible improvements exist, as the failing LOS is a result of existing signal timing (long cycle length). Haynes Bridge Road is a major arterial commuter corridor. The intersection operates at an acceptable overall LOS, and existing signal timings and cycle lengths prioritize vehicular progression on the mainline (Haynes Bridge Road) at the expense of sidestreet operations. Since a change in the signal timing would improve the eastbound approach to an acceptable LOS, no physical improvements are recommended.

The intersection of Haynes Bridge Road at North Point Parkway (Intersection 3) is projected to operate at an acceptable overall intersection LOS; however the eastbound and westbound approaches of North Point Parkway are projected to operate at LOS F under the Existing 2022 and Projected 2030 No-Build Conditions. Since the City of Alpharetta has a programmed road diet along North Point Parkway, which reduces the number of through lanes from three (3) through lanes to two (2) through lanes, no physical improvements are recommended to increase the capacity on these approaches. The goal of the road diet/streetscape project is to provide infrastructure for road users other than cars. In lieu of physical improvements, the City of Alpharetta should consider modifying the signal timing at the intersection to provide additional split time for North Point Parkway. The additional split time could improve the eastbound and westbound approaches of North Point Parkway to an acceptable LOS, without decreasing the overall intersection LOS.

No physical system or site access improvements are required to serve traffic with the proposed *Project Eco DRI #3469.* The roadway network in the area was built to accommodate traffic associated with a fully occupied mall. Since the mall is partially vacant, there is available capacity in the roadway network to accommodate the new trips associated with the development.

Impacted Queue Lengths Exceeding Storage

Intersection	Movement	Storage Length	Projected Build Queue Length (AM / PM)	Recommendation
1. Haynes Bridge Road at SR 400 NB Ramps	NBR*	250	89 / 462 (50th) 108 / 599 (95th)	*No-Build (System Improvement):* Consider extending NBR lane storage through the intersection with Rock Mill Road.

** Exceeds available storage in Existing 2021 conditions*

Other movements where the projected queueing exceeds the available storage are not impacted by the proposed development traffic.

1.0 PROJECT DESCRIPTION

1.1 Introduction

This report presents the analysis of the anticipated traffic impacts of the proposed *Project Eco* development located in the City of Alpharetta, Georgia. The approximate 83.67-acre site is located on the site of North Point Mall; bounded by SR 400 on the north, Haynes Bridge Road on the east, North Point Parkway on the south, and Encore Parkway on the west. The project site is currently zoned PSC (planned shopping center) and MU (mixed-use). The site is proposed to be rezoned entirely to MU (Mixed-Use), and the rezoning application was filed on March 1, 2022. **Figure 1** provides a location map of the project site. **Figure 2** provides an aerial view of the project site and surrounding area.

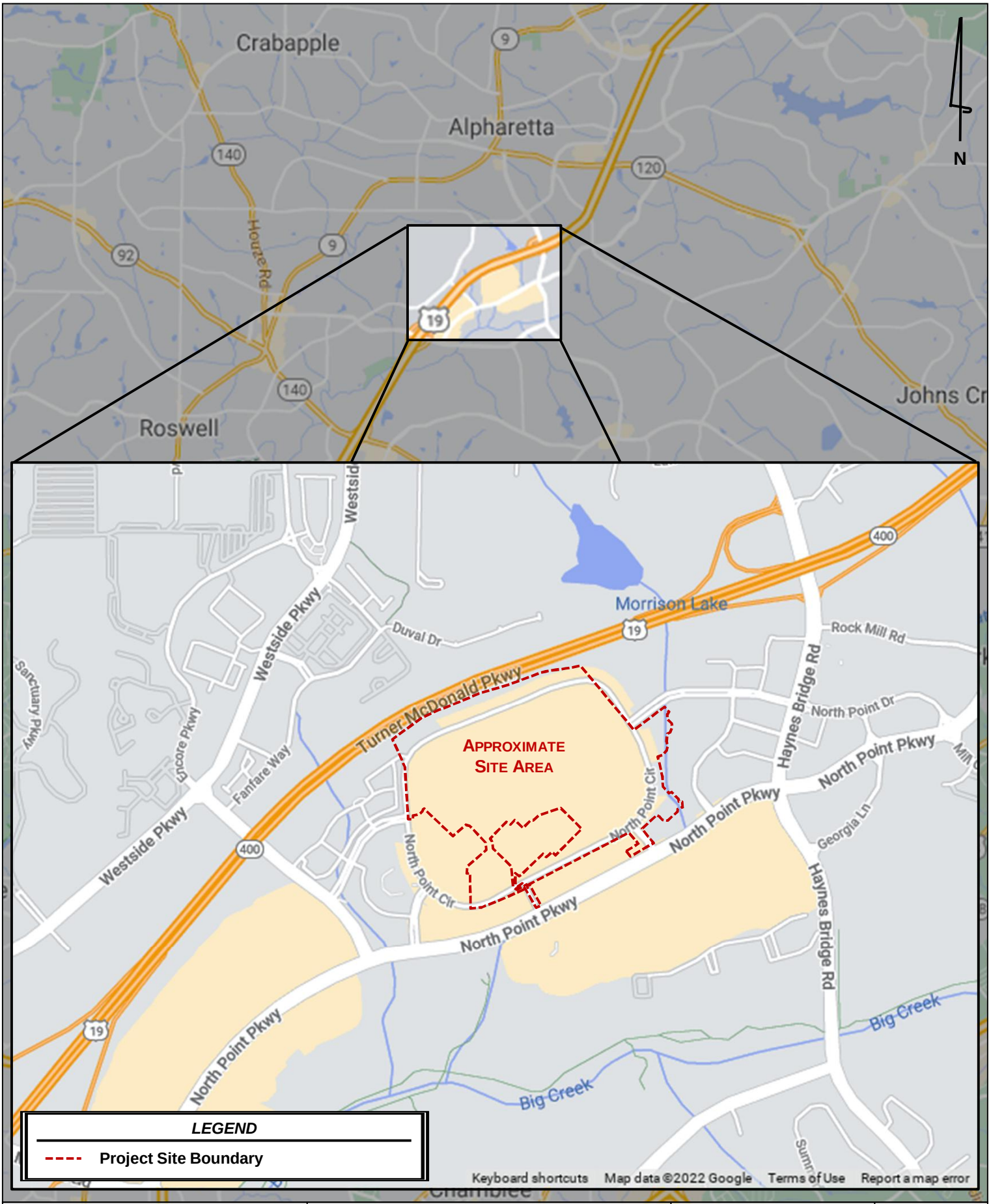
The site currently consists of North Point Mall and its associated surface parking, which will be redeveloped. Approximately 512,000 SF of existing mall space will be demolished (235,000 SF occupied, 277,000 SF vacant) and be redeveloped with a mix of land uses. As discussed in **Section 3.0**, the **proposed *Project Eco* development is projected to generate fewer net new trips than reoccupying the vacant retail space**. The proposed development will consist of the following land uses and densities contained in **Table 2**. The project is expected to be completed by 2030 (approximately 8 years).

Table 2: Proposed Land Use and Density

Land Use	Proposed
Townhomes	36 units
Multifamily Residential	900 units
Hotel	150 rooms
Office	120,000 SF
Retail	244,560 SF
Restaurant	71,140 SF

A reference of the proposed site plan is provided in **Appendix A**. A full-sized site plan consistent with GRTA's Site Plan Guidelines is also being submitted as part of the review package.

The project is considered a Development of Regional Impact (DRI) and is subject to Georgia Regional Transportation Authority (GRTA) and Atlanta Regional Commission (ARC) review due to the project size exceeding 600,000 SF of new mixed-use development in a *Regional Center* area per the Atlanta Region's Plan *Unified Growth Policy Map*. The DRI was formally triggered with the filing of the Initial DRI Information (Form 1) on September 17, 2021 by the City of Alpharetta. The rezoning application was filed with the City of Alpharetta on March 1, 2022. This transportation analysis includes all inputs and methodologies discussed at the DRI Methodology Meeting with GRTA, ARC, and other stakeholders. The inputs and methodologies are outlined in the GRTA Letter of Understanding (LOU).



Kimley»Horn	***Project Eco*** ***DRI #3469*** ***Transportation Analysis***	**Site Location Map**	**Figure 1**
			Page 4



Kimley»Horn	*Project Eco* *DRI #3469* *Transportation Analysis*	Site Aerial	Figure 2
			Page 5

1.2 Site Access

As currently envisioned, the proposed development will be accessible via the existing mall access points. Three (3) total access points will be utilized:

1. **North Point Drive** – an existing, signalized, full-movement driveway located along Haynes Bridge Road approximately 1,050 feet south of SR 400. The site is located approximately 1,650 west of Haynes Bridge Road. (Intersection 2).
2. **North Point Mall Access (north)** – an existing, signalized, full-movement driveway located along North Point Parkway approximately 1,350 feet west of Haynes Bridge Road. The site is located approximately 350 feet north of North Point Parkway. (Intersection 4).
3. **North Point Center** – an existing, signalized, full-movement driveway located along Encore Parkway approximately 700 feet north of North Point Parkway. The site is located approximately 3,000 east of Encore Parkway. (Intersection 6).

The mall is served by two other existing driveways (one signalized, one unsignalized) along North Point Parkway. These driveways are not likely to be utilized by the *Project Eco* development based on their proximity to site.

1.3 Internal Circulation Analysis

Internal roadways throughout the site provide vehicular access to all buildings and parking on the site. See referenced site plan in **Appendix A** for a visual representation of vehicular access and circulation throughout the proposed development. Pedestrian facilities will be provided along all internal streets between the various land uses.

1.4 Parking

Parking will be provided on-site in individual enclosed parking for the townhomes, and multiple new parking decks attached to the office and residential buildings.

The current number of total site parking spaces required by code is listed below in **Table 3**.

Table 3: Proposed Parking

Land Use	**Minimum** (20% reduction allowed in North Point Overlay District)	**Maximum**
Office	576 1 per 250 SF	N/A
Restaurant	570 1 per 100 SF	N/A
Retail	783 1 per 250 SF	N/A
Hotel	126 1 per room, plus 1 per 20 rooms	N/A
Multi-family Residential	1,116 1.15 per unit	N/A
Townhomes/Cottages	72 1 per bedroom	N/A
Remaining Mall Area	1,831 1 per 285 SF	N/A
Total	5,074 spaces	N/A

A total of 6,188 parking spaces are proposed for the site, located in a combination of existing surface lots (3,123 spaces), an existing parking deck (1,175 spaces), proposed parking decks (1,200 spaces), surface parking (170 spaces), townhome restricted spaces (120 spaces), and on-street parking (100 spaces). The site development is currently in progress and the number of parking provided is subject to change.

Per code, the required number of parking spaces may be reduced by 25% if shared parking is utilized. See site plan (last page) for parking details. Parking numbers are subject to change during site design.

In addition to standard vehicle parking, the proposed development will include a minimum of 1 bicycle space per 2 residential units and 1 bicycle space per 25 vehicle spaces for all other uses, dedicated parking for alternative charging vehicles, and dedicated loading/unloading spaces. Alternative parking will be designed in accordance with City of Alpharetta standards and will be coordinated with the City during the permitting process. Other alternative parking options will be considered as design advances.

1.5 Alternative Transportation Facilities

Pedestrian sidewalk facilities are currently provided along all site frontages. Pedestrian sidewalk facilities are provided along one side of North Point Drive and each North Point Mall Access. No pedestrian facilities are provided along North Point Center between Encore Parkway and the mall.

The AlphaLoop trail is programmed to be extended from the Big Creek Greenway across SR 400 along Encore Parkway. The AlphaLoop is a multi-use trail system that will provide access to the Avalon and Downtown Alpharetta. Additionally, the Big Creek Greenway is a 12-foot multi-use path which runs parallel to North Point Parkway between Mansell Road and Windward Parkway. An access to the Big Creek Greenway is provided along North Point Parkway, approximately 1,100 feet north of Encore Parkway and 1,850 feet south of the North Point Mall Access (north).

The use of alternative transportation modes will be incentivized through dedicated parking for bicycles, vanpool, carpool, and car share. Also, showers and changing facilities will be provided with the office use for employees who walk or bike to work.

The project site is served by MARTA bus stops along the Haynes Bridge Road and North Point Mall frontage that are currently served by routes 140 and 141 seven days a week. The routes provide local service to the North Springs MARTA rail station and other local destinations nearby. The bus stop experienced an average of 146 boardings/155 alightings daily during pre-pandemic conditions in Fall 2019. The bus stop is projected to increase ridership by approximately 400 boardings/400 alightings daily (assumed 50% of daily alternative mode reduction).

Additionally, several projects are currently planned which will enhance the Alternative Transportation Facilities in the area. The City of Alpharetta has a programmed road diet (FN-179, GDOT PI#0017814) along North Point Parkway which will remove a vehicular travel lane in each direction to provide 12-foot multi-use paths and bus pull-outs. The project is planned for design in 2023 and construction in 2025. With the construction of the proposed SR 400 Express Lanes project, a MARTA BRT station (AR-470) is planned for North Point Mall. The BRT station is planned to be located in the median of SR 400, and a pedestrian bridge will be constructed to provide access to the station from the mall property.

1.6 Enhanced Focus Area for Dense Urban Environments

Per Section 3.2.4.2 of the GRTA *Development of Regional Impact Review Procedures* the *Project Eco* development does not qualify for a “Dense Urban Environment Enhanced Focus Area” review, due to its location within the City of Alpharetta and North Fulton CID.

2.0 TRAFFIC ANALYSES, METHODOLOGY AND ASSUMPTIONS

2.1 Study Network Determination

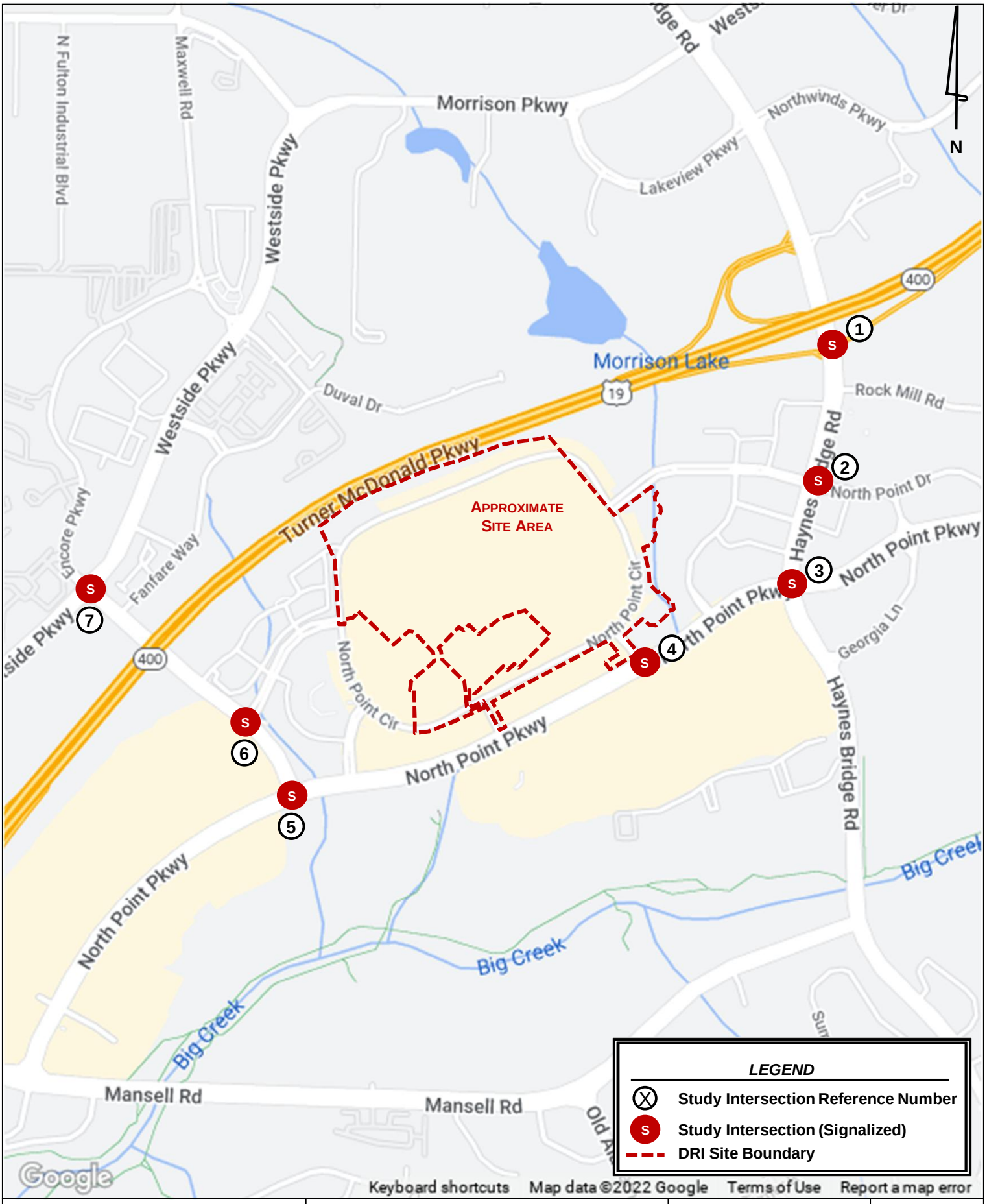
The study area was determined at the methodology meeting with input from GRTA, ARC, and other local agency stakeholders. The study includes the following seven (7) off-site intersections plus existing site driveways described in **Table 4** and is shown visually in **Figure 3**.

Table 4: Intersection Control Summary		
Intersection	**Jurisdiction**	**Control**
1. Haynes Bridge Road at SR 400 NB Ramps	Alpharetta/GDOT	Signal
2. Haynes Bridge Road at North Point Drive	Alpharetta	Signal
3. Haynes Bridge Road at North Point Parkway	Alpharetta	Signal
4. North Point Parkway at North Point Mall Access (north)	Alpharetta	Signal
5. North Point Parkway at Encore Parkway	Alpharetta	Signal
6. Encore Parkway at North Point Center	Alpharetta	Signal
7. Westside Parkway at Encore Parkway	Alpharetta	Signal

2.2 Existing Roadway Facilities

Roadway classification descriptions and estimated Annual Average Daily Traffic (AADT) for roadway segments within the study network are provided in **Table 5** (bolded roadways are adjacent to the site).

Table 5: Roadway Classifications			
Roadway	**Lanes**	**AADT**	**GDOT Functional Classification**
Haynes Bridge Road (between North Point Parkway and SR 400)	**6**	**21,200**	Minor Arterial
North Point Parkway	6	N/A	Major Collector
Encore Parkway	2	N/A	Local Road
North Point Drive	**4**	**N/A**	**Local Road**
North Point Center	**4**	**N/A**	**Local Road**
SR 400	8	157,000	Principal Arterial - Expressway



Kimley»Horn	***Project Eco*** ***DRI #3469*** ***Transportation Analysis***	**Study Intersections**	**Figure 3**
			Page 10

2.3 Traffic Data Collection and Calibration

New traffic counts were collected at the study intersections on Wednesday, April 13, 2022. The newly collected counts were then compared to approved traffic volumes from GDOT PI#0017814 to determine the potential impacts of COVID-19 to typical traffic volumes and patterns.

The peak hour adjustment factors were determined by comparing the AM and PM peak volumes at a newly collected average daily traffic (ADT) count to the AM and PM peak ADT volumes previously collected at GDOT count stations in the same location. The collected April 2022 traffic count data was within 1% of the approved GDOT PI#0017814 traffic volumes. No adjustment factors were required to adjust AM and PM peak hour traffic volumes.

The methodologies used in this analysis for traffic count calibration were approved by GRTA and ARC.

Traffic count peak hours for all the study intersections are shown in **Table 6**.

Table 6: Traffic Count Summary

	Intersection	Count Date	AM Peak Hour	PM Peak Hour
1.	Haynes Bridge Road at SR 400 NB Ramps	4/2022	8:00 – 9:00 AM	4:45 – 5:45 PM
2.	Haynes Bridge Road at North Point Drive	4/2022	7:30 – 8:30 AM	5:00 – 6:00 PM
3.	Haynes Bridge Road at North Point Parkway	4/2022	7:30 – 8:30 AM	5:00 – 6:00 PM
4.	North Point Parkway at North Point Mall Access (north)	4/2022	7:45 – 8:45 AM	4:15 – 5:15 PM
5.	North Point Parkway at Encore Parkway	4/2022	7:30 – 8:30 AM	4:45 – 5:45 PM
6.	Encore Parkway at North Point Center	4/2022	7:30 – 8:30 AM	5:00 – 6:00 PM
7.	Westside Parkway at Encore Parkway	4/2022	8:00 – 9:00 AM	5:00 – 6:00 PM

The collected peak hour turning movement traffic counts are available upon request.

2.4 Background Growth

Background traffic is defined as expected traffic on the roadway network in future year(s) absent the construction and opening of the proposed *Project Eco* development. Background traffic can include a base growth rate based on historical count data and population growth data as well as trips anticipated from nearby or adjacent other projects.

Based on methodology outlined in the GRTA Letter of Understanding (LOU), a 1.0% per year background traffic growth rate from 2022 to 2030 (8 years) was used for all roadways. The Projected 2030 No-Build conditions represent the Existing 2022 traffic volumes grown for eight (8) years at 1.0% per year throughout the study network.

The Projected 2030 Build conditions represent the project trips generated by the *Project Eco* development (discussed in Section 3.0 and 4.0) added to the Projected 2030 No-Build Conditions.

2.5 Programmed and Planned Projects

Programmed and planned projects near the project site were researched to account for any improvements or modifications within the study network before or by the build-out year of the development. The programmed and planned projects were discussed in the methodology meeting with GRTA, ARC, and other local stakeholders.

One project was identified (noted below in italics) to include in the capacity analyses. The City of Alpharetta has a programmed project to conduct a road diet along North Point Parkway, reducing the number of travel lanes from three (3) lanes in each direction to two (2) lanes in each direction to provide a 12-foot multi-use path and bus facilities. The remaining projects shown in **Table 7** and **Table 8** are programmed or planned to occur near the development beyond the build-out year of the proposed development or are not anticipated to affect the study network.

Table 7: Programmed Projects

Project Name	From / To Points:	Sponsor	GDOT PI #	ARC ID # (TIP)	Design FY	ROW / UTL FY	CST FY
Alpha Loop	Lakeview Parkway to North Point Parkway	City of Alpharetta	N/A	N/A	Ongoing	Ongoing	Ongoing
Trailhead Park	North Point Parkway at Encore Parkway	City of Alpharetta	N/A	N/A	Ongoing	Ongoing	Ongoing
North Point Parkway Streetscape	*Mansell Road to Haynes Bridge Road*	*City of Alpharetta*	*0017814*	*FN-179*	*2021*	*2023*	*2025*
SR 400 Express Lanes	North Springs MARTA to Mcfarland Parkway	GDOT	0001757	AR-ML-300	2005	2019	2021

**Project information was obtained from GeoPI (GDOT) and the Atlanta Region's Plan (ARC)*

Table 8: Planned Projects

Project Name	From / To Points:	Potential Sponsor	Project ID #	Project Timeline	Planning Document
GA 400 High Capacity Premium Transit	North Springs MARTA to Windward Parkway	MARTA	AR-470	2050	ARC Fact Sheet

Available fact sheets for projects listed in the tables above can be found in **Appendix D**.

2.6 Level-of-Service Overview

Level-of-service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions within a traffic stream. The *Highway Capacity Manual* defines six levels-of-service, LOS A through LOS F, with A being the best and F being the worst. LOS analyses were conducted at all intersections within the study network using *Synchro 11*. Existing traffic signal phasing and timing data were retrieved for available intersections.

LOS for signalized intersections are reported for the intersection as a whole. One or more movements at an intersection may experience a low LOS, while the intersection as a whole may operate acceptably.

2.7 Level-of-Service Standards

For the purposes of this traffic analysis, a LOS standard of E was assumed for all study intersections, due to their location within a *Regional Center* area per the ARC Unified Growth Policy Map, per section 3.2.2.1 of the GRTA *Development of Regional Impact Review Procedures.*

3.0 TRIP GENERATION

Gross trips associated with the proposed development were estimated using the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 10th Edition*, *2017*, using equations where available. Reductions to gross trips are also considered in the analysis, including mixed-use reductions and alternative transportation mode reductions.

Mixed-use reductions occur when a site has a combination of different land uses that interact with one another. For example, people living in a residential development may walk to the restaurants and retail instead of driving off-site or to the site. This reduces the number of vehicle trips that will be made on the roadway, thus reducing traffic congestion.

Alternative modes reductions are taken when a site can be accessed by modes other than vehicles (walking, bicycling, transit, etc.). Alternative mode reductions were taken at 10% per the LOU.

Pass-by reductions are taken for a site when traffic normally traveling along a roadway may choose to visit a retail or restaurant establishment that is along the vehicle's path. These trips were already on the road and would therefore only be new trips on the driveways.

Table 9 summarizes the gross trip generation, reductions, net trip generation, and driveway volumes for the proposed *Project Eco* development.

Table 9: Trip Generation

Land Use	Density	Daily Traffic			AM Peak Hour		PM Peak Hour	
		Total	Enter	Exit	Enter	Exit	Enter	Exit
220 – Multi-Family Housing (Low-Rise)	36 units	232	116	116	4	14	15	9
221 – Multi-Family Housing (Mid-Rise)	900 units	4,904	2,452	2,452	77	218	223	142
310 – Hotel	150 rooms	1,266	633	633	41	29	44	42
710 – General Office Building*	120,000 sf	1,266	633	633	120	19	22	113
820 – Shopping Center	244,560 sf	9,232	4,616	4,616	143	87	447	485
932 – High-Turnover (Sit-Down) Restaurant	71,140 sf	7,980	3,990	3,990	389	318	431	264
Gross Project Trips		**24,880**	**12,440**	**12,440**	**774**	**685**	**1,182**	**1,055**
Demolition of 235,000 SF of occupied Retail		*-8,872*	*-4,436*	*-4,436*	*-137*	*-84*	*-430*	*-465*
Mixed-Use Reductions		*-2,164*	*-1,082*	*-1,082*	*-140*	*-140*	*-289*	*-289*
Alternative Mode Reductions		*-1,386*	*-693*	*-693*	*-50*	*-46*	*-47*	*-31*
Pass-By Reductions		*-2,498*	*-1,249*	*-1,249*	*-0*	*-0*	*-63*	*-63*
Net New Trips		**9,960**	**4,980**	**4,980**	**447**	**415**	**353**	**207**

NOTE: If the 277,000 SF of vacant retail space in North Point Mall was occupied, approximately 10,456 net daily trips would be generated. The site is proposed to generate less traffic than the re-occupation of the retail space. **The proposed *Project Eco* development is expected to generate 5% less net traffic than the expected trip generation of the fully occupied mall.** This is primarily due to the mixed-use nature of the proposed *Project Eco* development, where residents and office workers will stay on site to utilize the retail and restaurant space. A more detailed trip generation analysis summary table is provided in **Appendix B**.

4.0 TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of new project trips was based on the project land uses, a review of land use densities and road facilities in the area, engineering judgement, and methodology discussions with GRTA, ARC, and other local stakeholders.

The anticipated distribution and assignment of the trips throughout the study roadway network is shown for residential land uses in **Figure 4** and for non-residential uses in **Figure 5.** The peak hour project trips are shown by turning movement throughout the study network in **Figure 6**.

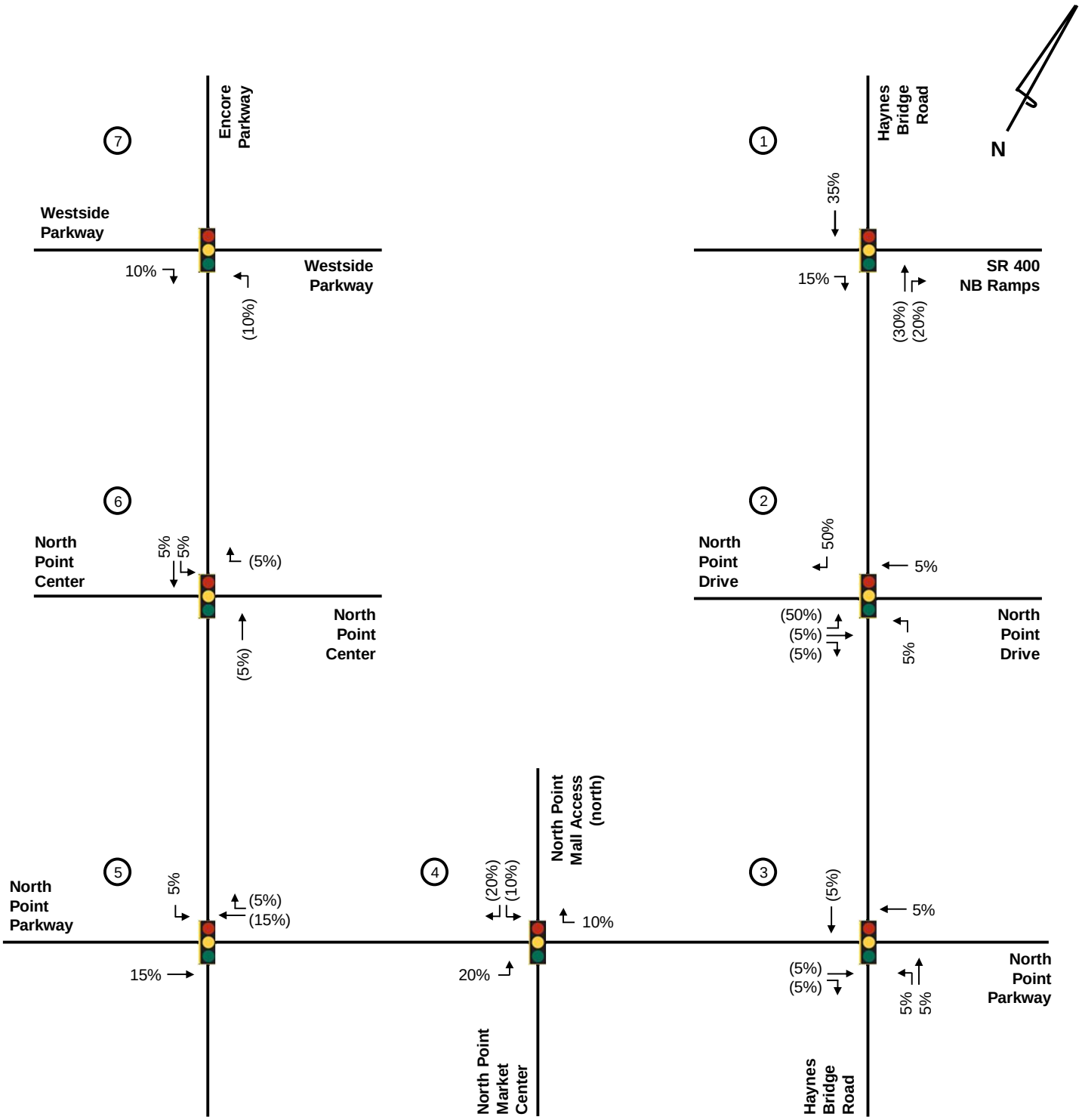
Detailed intersection volume worksheets are provided in **Appendix C**.

5.0 TRAFFIC ANALYSIS

Capacity analyses were performed using *Synchro 11* for the AM and PM peak hours under Existing 2022 conditions, Projected 2030 No-Build conditions, and Projected 2030 Build conditions. The capacity analyses were performed using methodologies from the *Highway Capacity Manual (HCM), 6th Edition*.

These analyses included existing roadway laneage and signal timing data for each of the scenarios. The traffic volumes and roadway laneage used for each scenario are shown visually in **Figure 7** for Existing 2022 conditions, **Figure 8** for Projected 2030 No-Build conditions, and **Figure 9** for Projected 2030 Build conditions.

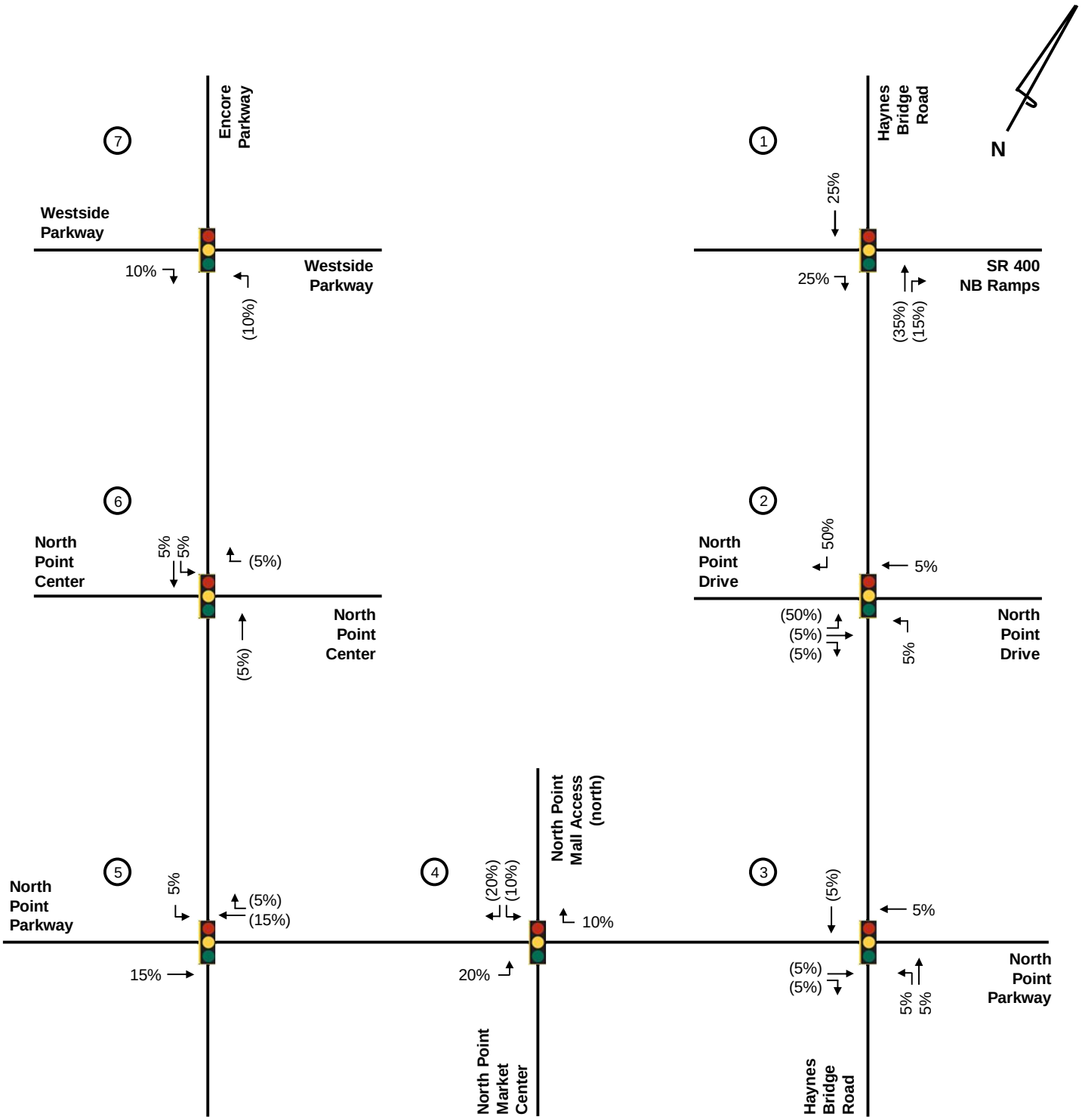
Sections 5.1 – 5.7 provide the results of the capacity analyses are presented for each intersection and include projected LOS, delay, and queue lengths.



LEGEND

- Turning Movement
- XX% % Traffic Entering
- (XX%) % Traffic Exiting
- Existing Traffic Signal
- (X) Intersection Reference Number

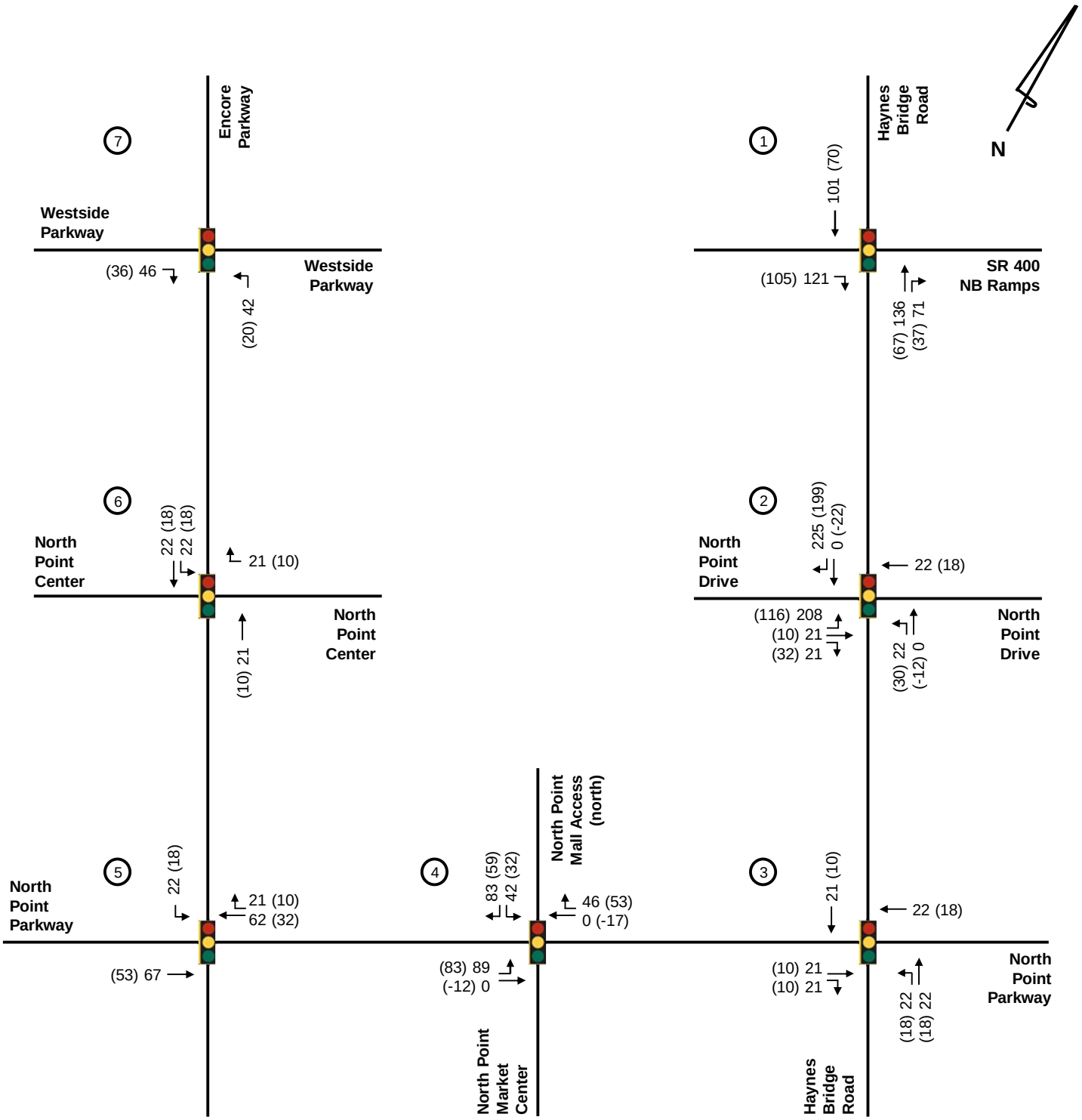
Kimley»Horn	***Project Eco DRI #3469 Transportation Analysis***	**Residential Trip Distribution and Assignment**	**Figure 4** **Page 16**



LEGEND

- Turning Movement
- XX% % Traffic Entering
- (XX%) % Traffic Exiting
- Existing Traffic Signal
- (X) Intersection Reference Number

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LEGEND

- → Turning Movement
- XX AM Peak Hour Project Trips
- (XX) PM Peak Hour Project Trips
- Existing Traffic Signal
- (X) Intersection Reference Number

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5.1 Haynes Bridge Road at SR 400 NB Ramps (Intersection 1)

Overall LOS Standard: E Approach LOS Standard: E			Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			SR 400 NB Ramps Eastbound			 Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	D (40.6)											
		Approach LOS	D (40.5)			C (24.2)			E (59.3)					
		Storage			250	300					525			
		50th Queue		88	14	166	139		377		24			
		95th Queue		237	224	244	201		454		57			
	PM	Overall LOS	D (51.1)											
		Approach LOS	E (62.2)			C (30.6)			E (70.8)					
		Storage			250	300					525			
		50th Queue		381	309	484	221		417		122			
		95th Queue		446	495	578	250		560		182			
NO-BUILD (SIGNAL)	AM	Overall LOS	D (42.3)											
		Approach LOS	D (43.2)			C (25.6)			E (59.7)					
		Storage			250	300					525			
		50th Queue		97	19	180	160		409		26			
		95th Queue		158	39	263	197		543		65			
	PM	Overall LOS	D (53.8)											
		Approach LOS	E (67.8)			C (31.5)			E (72.0)					
		Storage			250	300					525			
		50th Queue		421	399	524	238		471		161			
		95th Queue		487	592	627	266		677		226			
BUILD (SIGNAL)	AM	Overall LOS	D (42.4)											
		Approach LOS	D (45.5)			C (25.8)			E (56.6)*					
		Storage			250	300					525			
		50th Queue		253	89	180	187		406		119			
		95th Queue		255	108	273	231		531		170			
	PM	Overall LOS	D (54.4)											
		Approach LOS	E (70.2)			C (31.7)			E (69.3)*					
		Storage			250	300					525			
		50th Queue		463	462	526	266		463		251			
		95th Queue		523	599	644	296		654		655			

The intersection of Haynes Bridge Road at SR 400 NB Ramps (Intersection 1) is projected to operate at an acceptable overall LOS under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. Each approach of the intersection is projected to operate acceptably under all studied scenarios. No improvements are recommended to be conditioned.

5.2 Haynes Bridge Road at North Point Drive (Intersection 2)

Overall LOS Standard: E Approach LOS Standard: E			Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			North Point Drive Eastbound			North Point Drive Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	B (12.5)											
		Approach LOS	A (8.7)			A (6.8)			F (81.1)			E (76.0)		
		Storage	175		125	175			450					100
		50th Queue	3	43	0	43	82	0	46	17		25	18	0
		95th Queue	7	50	0	71	108	1	76	54		56	46	3
	PM	Overall LOS	C (32.5)											
		Approach LOS	B (15.3)			C (26.4)			F (87.9)			F (91.1)		
		Storage	175		125	175			450					100
		50th Queue	14	164	0	179	154	5	136	103		73	62	0
		95th Queue	27	189	0	337	186	20	181	168		126	112	92
NO-BUILD (SIGNAL)	AM	Overall LOS	B (12.9)											
		Approach LOS	A (9.2)			A (7.1)			F (81.1)			E (76.3)		
		Storage	175		125	175			450					100
		50th Queue	3	46	0	47	91	0	50	18		27	19	0
		95th Queue	7	54	0	78	121	2	81	54		58	47	0
	PM	Overall LOS	C (34.4)											
		Approach LOS	B (17.1)			C (28.5)			F (88.5)			F (91.9)		
		Storage	175		125	175			450					100
		50th Queue	15	179	0	273	174	6	146	113		80	67	0
		95th Queue	27	204	0	406	208	21	193	179		136	119	95
BUILD (SIGNAL)	AM	Overall LOS	C (23.6)											
		Approach LOS	B (14.7)			B (11.9)			E (79.0)			E (77.3)		
		Storage	175		125	175			450					100
		50th Queue	6	47	0	71	133	15	168	53		24	44	0
		95th Queue	14	55	0	108	164	31	219	105		52	87	15
	PM	Overall LOS	D (43.0)											
		Approach LOS	C (27.1)			D (37.9)			E (76.6)			F (90.9)		
		Storage	175		125	175			450					100
		50th Queue	20	176	0	313	194	31	216	152		79	89	0
		95th Queue	28	397	0	390	224	35	278	237		135	147	94

The intersection of Haynes Bridge Road at North Point Drive (Intersection 2) is projected to operate at an acceptable LOS overall and for each approach under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. The eastbound and westbound approaches of North Point Drive are projected to operate at LOS F under Existing 2022 and Projected 2030 No-Build Conditions.

Due to the increase in volume on the eastbound left-turn movement during the AM and PM peak hours under Projected 2030 Build conditions, the split time for the left-turn phase was increased to accommodate for the additional demand, per the GRTA DRI review procedures. As a result, the eastbound approach operates at an acceptable LOS under the Projected 2030 Build conditions. Since a change in the signal timing would improve the eastbound approach to an acceptable LOS, no physical improvements are recommended.

It should be noted that per GRTA's DRI guidelines, an improvement should be considered if an approach operates at a failing LOS, even if the overall intersection operates acceptably. Although the westbound approach operates at an unacceptable LOS, no feasible improvements exist, as the failing LOS is a result of existing signal timing (long cycle length). Haynes Bridge Road is a major arterial commuter corridor. The intersection operates at an acceptable overall LOS, and existing signal timings and cycle lengths prioritize vehicular progression on the mainline (Haynes Bridge Road) at the expense of sidestreet operations.

5.3 Haynes Bridge Road at North Point Parkway (Intersection 3)

Overall LOS Standard: E Approach LOS Standard: E			Haynes Bridge Road			Haynes Bridge Road			North Point Parkway			North Point Parkway		
			Northbound			Southbound			Eastbound			Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	C (34.4)											
		Approach LOS	C (31.7)			B (16.1)			E (79.4)			E (78.5)		
		Storage	250			175			350		250	300		150
		50th Queue	60	128		62	120	5	12	64	0	41	75	0
		95th Queue	94	165		98	162	33	28	99	0	70	104	0
	PM	Overall LOS	D (50.7)											
		Approach LOS	D (47.0)			C (21.1)			F (80.7)			F (82.4)		
		Storage	250			175			350		250	300		150
		50th Queue	98	133		46	343	133	141	191	38	67	143	0
		95th Queue	142	184		77	443	265	187	241	92	107	178	0
NO-BUILD (SIGNAL)	AM	Overall LOS	D (35.5)											
		Approach LOS	C (32.0)			B (17.9)			E (79.6)			F (80.8)		
		Storage	250			175			350		250	300		150
		50th Queue	65	148		67	139	9	13	69	0	44	118	0
		95th Queue	100	193		105	388	41	30	105	0	74	164	0
	PM	Overall LOS	D (53.1)											
		Approach LOS	D (47.7)			C (25.4)			F (82.8)			F (82.7)		
		Storage	250			175			350		250	300		150
		50th Queue	107	158		50	396	188	154	206	49	70	222	0
		95th Queue	153	207		82	494	297	210	256	105	108	274	0
BUILD (SIGNAL)	AM	Overall LOS	D (37.3)											
		Approach LOS	C (33.1)			B (18.8)			E (79.9)			F (82.5)		
		Storage	250			175			350		250	300		150
		50th Queue	77	154		67	310	29	13	81	0	44	131	0
		95th Queue	114	205		105	434	71	30	118	0	74	177	0
	PM	Overall LOS	D (54.3)											
		Approach LOS	D (49.1)			C (26.7)			F (83.3)			F (83.2)		
		Storage	250			175			350		250	300		150
		50th Queue	119	166		50	421	199	155	212	56	70	231	0
		95th Queue	168	210		84	514	293	225	262	117	110	288	0

The intersection of Haynes Bridge Road at North Point Parkway (Intersection 3) is projected to operate at an acceptable LOS overall and for each approach under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. The eastbound and westbound approaches of North Point Parkway are projected to operate at LOS F under Existing 2022 and Projected 2030 No-Build Conditions. Since the City of Alpharetta has a programmed road diet along North Point Parkway, which reduces the number of through lanes from three (3) through lanes to two (2) through lanes, no physical improvements are recommended to increase the capacity on this approach. The goal of the road diet/streetscape project is to provide infrastructure for road users other than cars. In lieu of physical improvements to reduce delay, the City of Alpharetta should consider modifying the signal timing at the intersection to provide additional split time for North Point Parkway. The additional split time could improve the eastbound and westbound approaches of North Point Parkway to an acceptable LOS, without decreasing the overall intersection LOS.

5.4 North Point Parkway at North Point Mall Access (north) (Intersection 4)

Overall LOS Standard: E Approach LOS Standard: E			North Point Market Center			North Point Mall Access (north)			North Point Parkway			North Point Parkway		
			Northbound			Southbound			Eastbound			Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	A (4.9)											
		Approach LOS	E (59.5)			E (60.0)			A (3.5)			A (4.5)		
		Storage			75				300			300		
		50th Queue	5	0	0	1	0		2	0		13	0	
		95th Queue	19	0	0	6	0		12	17		37	49	
	PM	Overall LOS	C (22.2)											
		Approach LOS	D (53.5)			D (53.3)			A (9.4)			C (24.7)		
		Storage			75				300			300		
		50th Queue	38	9	0	43	12		14	31		67	42	
		95th Queue	75	29	2	82	47		33	41		118	95	
NO-BUILD (SIGNAL)	AM	Overall LOS	A (4.9)											
		Approach LOS	E (59.5)			E (60.0)			A (3.5)			A (4.6)		
		Storage			75				300			300		
		50th Queue	5	0	0	1	0		2	0		14	0	
		95th Queue	19	0	0	6	0		12	28		38	81	
	PM	Overall LOS	C (23.7)											
		Approach LOS	D (53.6)			D (53.6)			B (10.5)			C (26.7)		
		Storage			75				300			300		
		50th Queue	40	10	0	45	13		15	53		72	83	
		95th Queue	77	30	11	83	49		35	164		126	178	
BUILD (SIGNAL)	AM	Overall LOS	B (18.0)											
		Approach LOS	E (59.5)			E (60.2)			C (27.2)			A (7.0)		
		Storage			75				300			300		
		50th Queue	5	0	0	35	0		79	7		14	61	
		95th Queue	18	0		65	0		133	40		38	128	
	PM	Overall LOS	C (26.4)											
		Approach LOS	D (54.2)			D (54.0)			B (16.1)			C (27.5)		
		Storage			75				300			300		
		50th Queue	40	10	0	69	13		87	52		72	133	
		95th Queue	76	29	11	115	67		182	159		129	192	

The intersection of North Point Parkway at North Point Mall Access (north) (Intersection 4) is projected to operate at an acceptable overall LOS under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. Each approach of the intersection is projected to operate acceptably under all studied scenarios. No improvements are recommended to be conditioned.

Note: The Projected 2030 No-Build and Projected 2030 Build conditions include the implementation of the programmed City of Alpharetta road diet and streetscape project, which reduces North Point Parkway from three (3) travel lanes in each direction to two (2) travel lanes in each direction to provide a multi-use path.

5.5 North Point Parkway at Encore Parkway (Intersection 5)

Overall LOS Standard: E Approach LOS Standard: E			Encore Parkway			Encore Parkway			North Point Parkway			North Point Parkway		
			Northbound			Southbound			Eastbound			Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	B (10.1)											
		Approach LOS	A (0.0)			D (49.8)			A (4.2)			A (7.5)		
		Storage				225			150			75		
		50th Queue		0		31	32	0	55	8		0	13	
		95th Queue		0		77	80	64	80	13		0	2	
	PM	Overall LOS	B (15.6)											
		Approach LOS	E (68.4)			D (51.9)			A (7.1)			B (10.9)		
		Storage				225			150			75		
		50th Queue		4		86	84	24	33	23		0	53	
		95th Queue		21		150	146	112	84	68		3	74	
NO-BUILD (SIGNAL)	AM	Overall LOS	B (14.1)											
		Approach LOS	A (0.0)			D (50.7)			A (4.5)			B (19.4)		
		Storage				225			150			75		
		50th Queue		0		35	35	0	57	13		0	21	
		95th Queue		0		83	84	74	85	20		0	4	
	PM	Overall LOS	B (16.6)											
		Approach LOS	E (68.4)			D (52.9)			A (7.7)			B (12.4)		
		Storage				225			150			75		
		50th Queue		4		92	91	32	37	38		0	98	
		95th Queue		21		168	161	124	91	113		2	125	
BUILD (SIGNAL)	AM	Overall LOS	B (15.1)											
		Approach LOS	A (0.0)			D (51.0)			A (4.6)			C (20.5)		
		Storage				225			150			75		
		50th Queue		0		50	50	0	57	18		0	3	
		95th Queue		0		98	98	75	85	27		0	5	
	PM	Overall LOS	B (17.0)											
		Approach LOS	E (68.4)			D (54.2)			A (7.9)			B (12.7)		
		Storage				225			150			75		
		50th Queue		4		101	100	36	37	44		0	105	
		95th Queue		21		186	184	126	91	127		2	132	

The intersection of North Point Parkway at Encore Parkway (Intersection 5) is projected to operate at an acceptable overall LOS under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. Each approach of the intersection is projected to operate acceptably under all studied scenarios. No improvements are recommended to be conditioned.

Note: The Projected 2030 No-Build and Projected 2030 Build conditions include the implementation of the programmed City of Alpharetta road diet and streetscape project, which reduces North Point Parkway from three (3) travel lanes in each direction to two (2) travel lanes in each direction to provide a multi-use path.

5.6 Encore Parkway at North Point Center (Intersection 6)

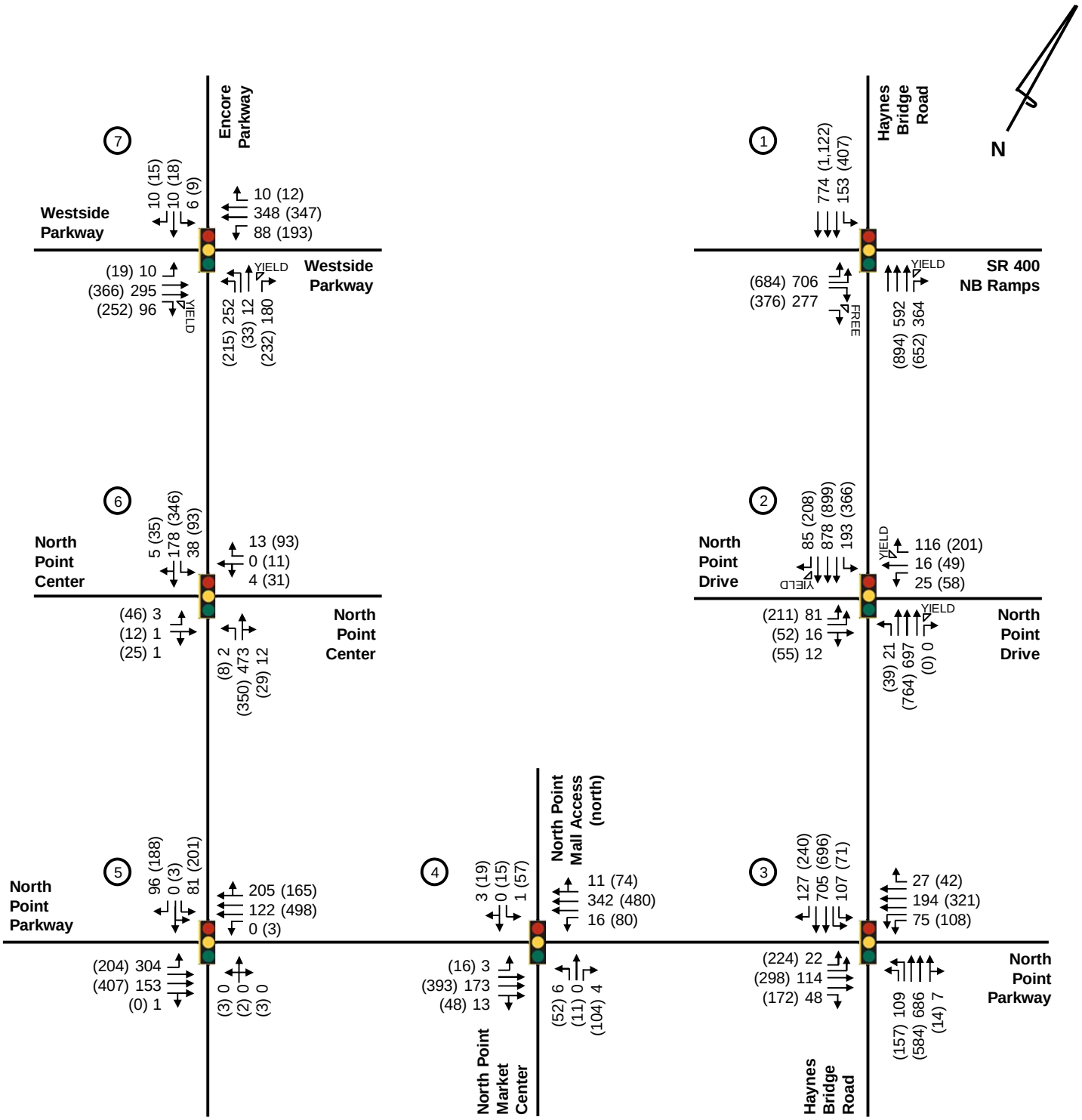
Overall LOS Standard: E Approach LOS Standard: E			Encore Parkway			Encore Parkway			North Point Center			North Point Center		
			Northbound			Southbound			Eastbound			Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	B (11.7)											
		Approach LOS	B (14.2)			A (4.1)			E (65.4)			E (68.6)		
		Storage	225			225								
		50th Queue	0	67		0	0		2	1			4	0
		95th Queue	1	149		17	89		13	9			17	0
	PM	Overall LOS	B (13.5)											
		Approach LOS	A (8.5)			A (7.0)			E (60.9)			E (64.6)		
		Storage	225			225								
		50th Queue	2	172		21	102		36	10			34	0
		95th Queue	5	245		45	237		75	45			72	9
NO-BUILD (SIGNAL)	AM	Overall LOS	B (12.3)											
		Approach LOS	B (15.0)			A (4.3)			E (65.4)			E (68.6)		
		Storage	225			225								
		50th Queue	0	75		0	0		2	1			4	0
		95th Queue	1	161		18	96		13	9			17	0
	PM	Overall LOS	B (14.6)											
		Approach LOS	A (9.2)			A (7.5)			E (63.7)			E (68.9)		
		Storage	225			225								
		50th Queue	2	192		24	120		40	10			37	0
		95th Queue	5	272		51	273		81	46			76	17
BUILD (SIGNAL)	AM	Overall LOS	B (12.5)											
		Approach LOS	B (15.6)			A (4.6)			E (65.4)			E (68.6)		
		Storage	225			225								
		50th Queue	0	126		6	25		2	1			4	0
		95th Queue	1	186		24	106		13	9			17	0
	PM	Overall LOS	B (14.8)											
		Approach LOS	A (9.5)			A (7.7)			E (65.9)			E (72.3)		
		Storage	225			225								
		50th Queue	2	186		29	131		40	10			37	0
		95th Queue	4	291		60	292		80	46			76	26

The intersection of Encore Parkway at North Point Center (Intersection 6) is projected to operate at an acceptable overall LOS under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. Each approach of the intersection is projected to operate acceptably under all studied scenarios. No improvements are recommended to be conditioned.

5.7 Westside Parkway at Encore Parkway (Intersection 7)

Overall LOS Standard: E Approach LOS Standard: E			Encore Parkway			Encore Parkway			Westside Parkway			Westside Parkway		
			Northbound			Southbound			Eastbound			Westbound		
			L	T	R	L	T	R	L	T	R	L	T	R
EXISTING (SIGNAL)	AM	Overall LOS	B (16.2)											
		Approach LOS	B (19.4)			C (21.5)			B (16.1)			B (14.0)		
		Storage	250		350	425			250		200	275		175
		50th Queue	32	3	0	2	3	0	1	38	0	11	26	0
		95th Queue	91	18	47	9	19	0	11	103	5	51	112	0
	PM	Overall LOS	B (16.8)											
		Approach LOS	C (21.3)			C (22.5)			B (18.2)			B (13.2)		
		Storage	250		350	425			250		200	275		175
		50th Queue	32	9	0	3	5	0	2	53	0	26	25	0
		95th Queue	88	38	58	13	29	0	15	131	56	97	107	0
NO-BUILD (SIGNAL)	AM	Overall LOS	B (16.7)											
		Approach LOS	B (19.6)			C (21.9)			B (16.8)			B (14.5)		
		Storage	250		350	425			250		200	275		175
		50th Queue	39	3	0	2	3	0	1	463	0	14	32	0
		95th Queue	101	20	49	9	20	0	11	114	9	55	123	0
	PM	Overall LOS	B (17.5)											
		Approach LOS	C (21.7)			C (23.1)			B (19.1)			B (13.6)		
		Storage	250		350	425			250		200	275		175
		50th Queue	50	11	0	3	8	0	5	83	0	53	51	0
		95th Queue	98	43	61	14	32	0	17	146	59	107	118	0
BUILD (SIGNAL)	AM	Overall LOS	B (17.2)											
		Approach LOS	B (19.6)			C (22.3)			B (17.4)			B (15.0)		
		Storage	250		350	425			250		200	275		175
		50th Queue	46	3	0	2	3	0	2	47	0	14	33	0
		95th Queue	117	20	49	9	21	0	12	117	36	57	126	0
	PM	Overall LOS	B (17.7)											
		Approach LOS	C (21.8)			C (23.4)			B (19.3)			B (13.8)		
		Storage	250		350	425			250		200	275		175
		50th Queue	55	11	0	3	8	0	5	84	0	54	52	0
		95th Queue	107	44	61	15	32	0	17	148	62	109	120	0

The intersection of North Point Parkway at Encore Parkway (Intersection 5) is projected to operate at an acceptable overall LOS under the Existing 2022, Projected 2030 No-Build, and Projected 2030 Build conditions. Each approach of the intersection is projected to operate acceptably under all studied scenarios. No improvements are recommended to be conditioned.

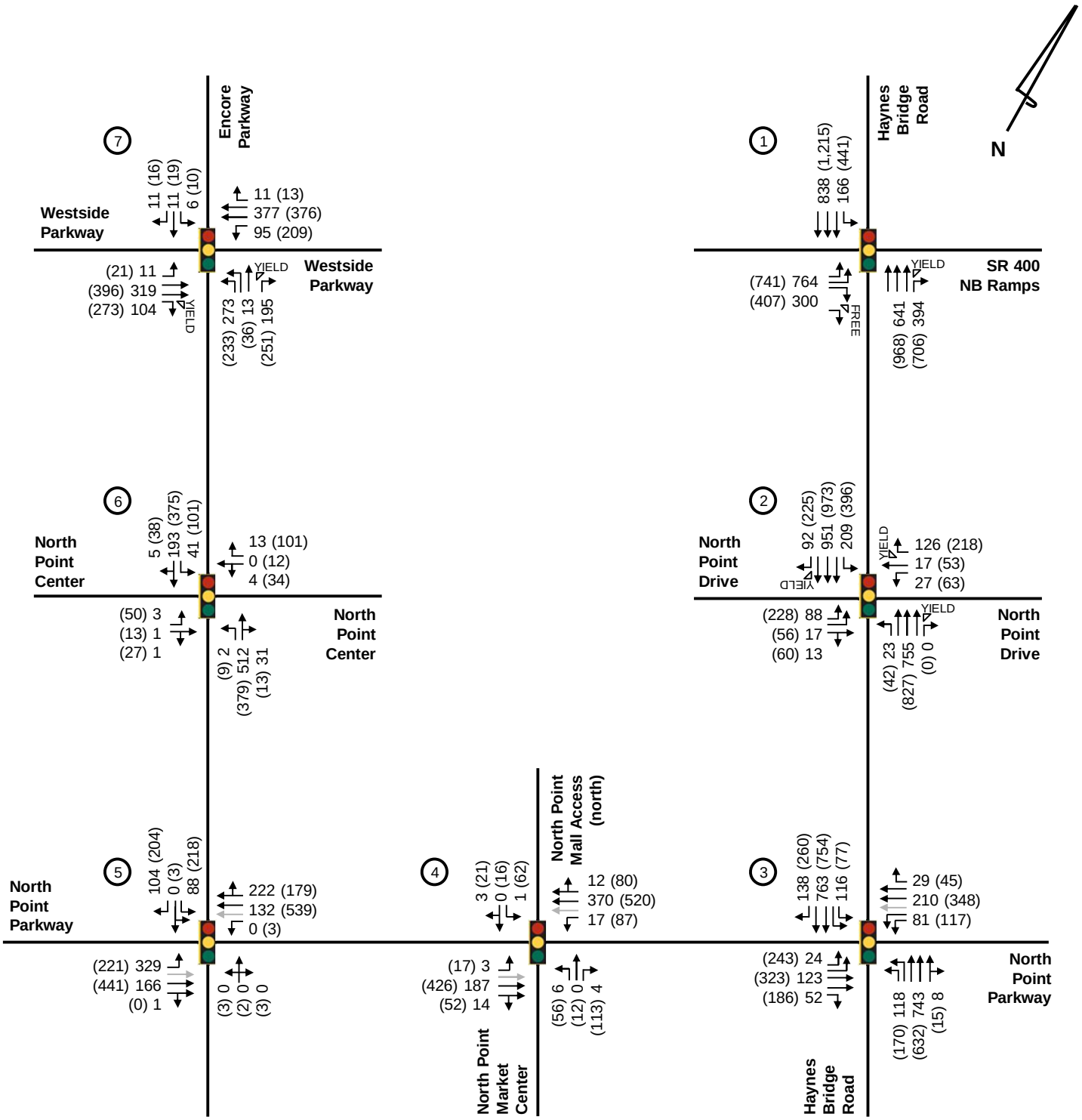


LEGEND

- Existing Roadway Laneage
- XX — AM Peak Hour Traffic Volumes
- (XX) — PM Peak Hour Traffic Volumes
- Existing Traffic Signal
- (X) — Intersection Reference Number

Collected traffic counts in April 2022 were within 1% of approved Traffic Volumes for GDOT PI#0017814, therefore no adjustment factor was needed to account for variations in traffic due to COVID-19.

Kimley»Horn	***Project Eco DRI #3469 Transportation Analysis***	**Existing 2022 Conditions**	**Figure 7**
			Page 27

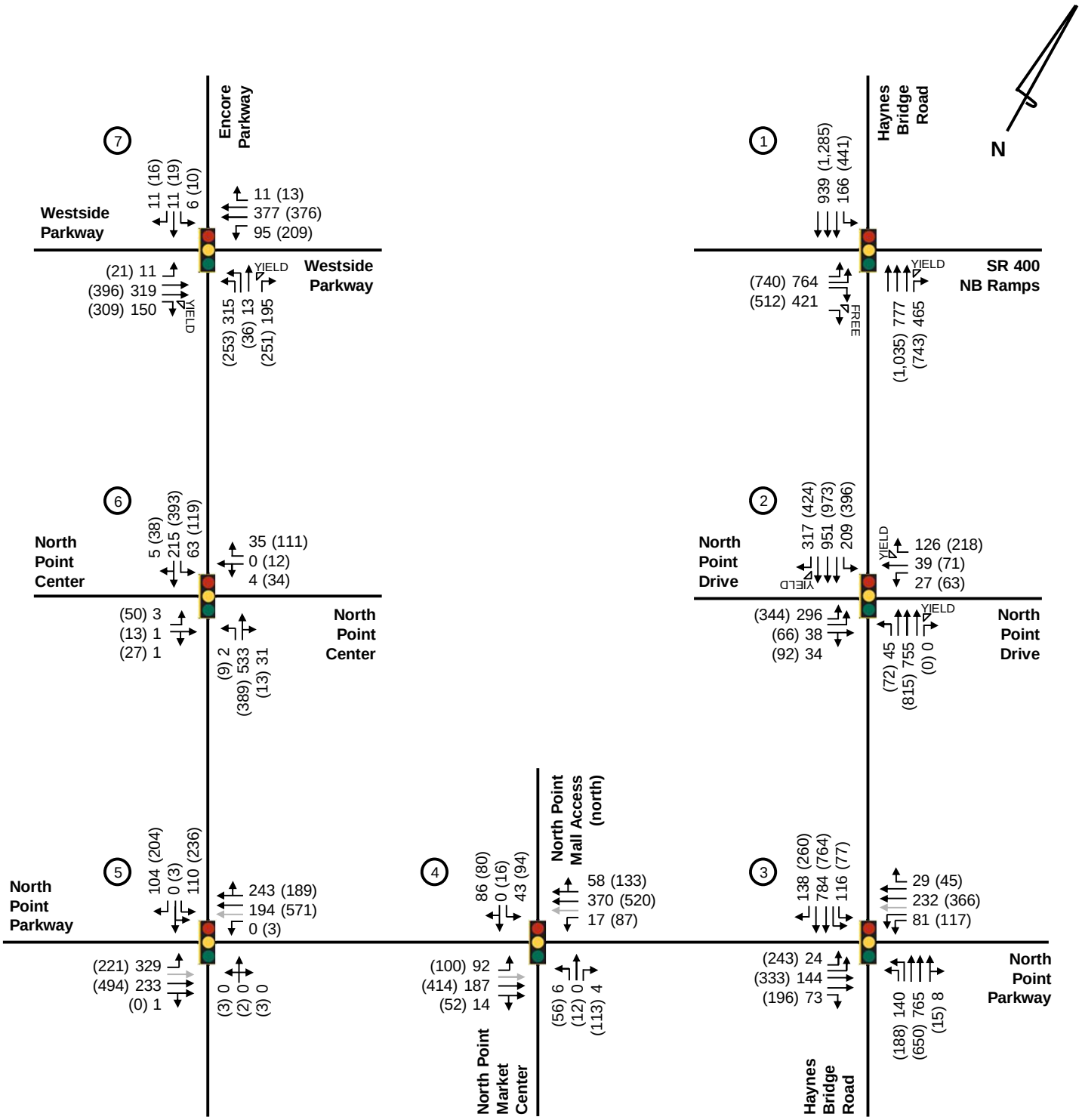


LEGEND

- Existing Roadway Laneage
- Removed Roadway Laneage (Road Diet)
- XX — AM Peak Hour Traffic Volumes
- (XX) — PM Peak Hour Traffic Volumes
- Existing Traffic Signal
- (X) — Intersection Reference Number

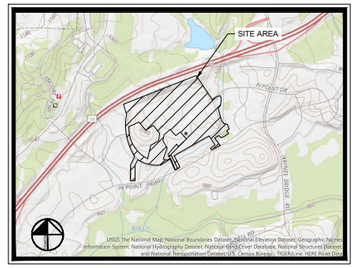
Existing 2022 Traffic Volumes grown at 1.0% per year for eight (8) years, per GRTA LOU.

Kimley»Horn	***Project Eco DRI #3469 Transportation Analysis***	**Projected 2030 No-Build Conditions**	**Figure 8**
			Page 28



Kimley»Horn	*Project Eco* *DRI #3469* *Transportation Analysis*	**Projected 2030 Build Conditions**	**Figure 9**
			Page 29

Proposed Site Plan



VICINITY MAP
N.T.S

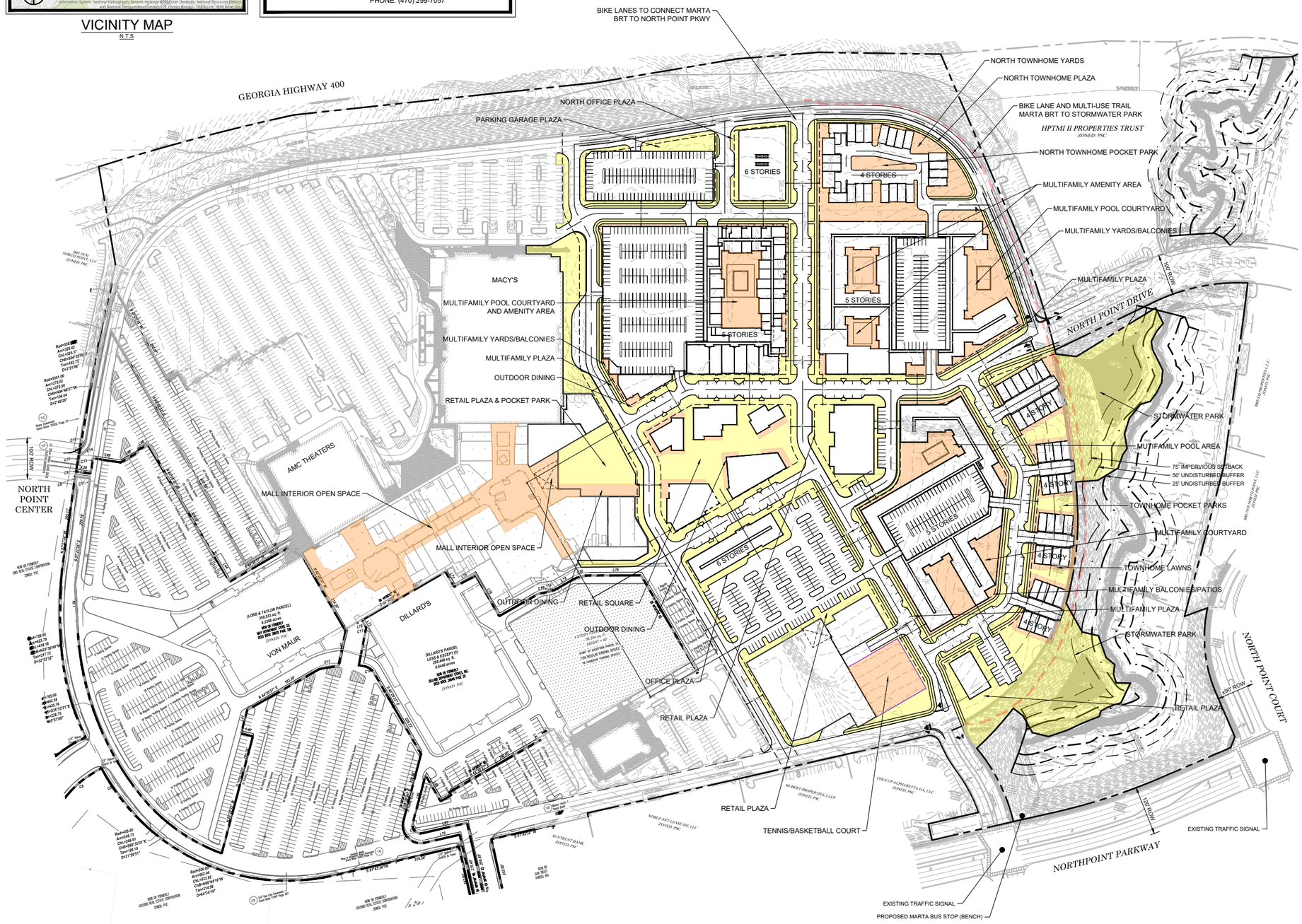
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TRAFFIC CONSULTANT	KIMLEY-HORN AND ASSOCIATES, INC. 11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009 CONTACT: JOHN WALKER, PE PHONE: (404) 201-6155
CIVIL ENGINEER	KIMLEY-HORN AND ASSOCIATES, INC. 11720 AMBER PARK DRIVE, SUITE 600 ALPHARETTA, GEORGIA 30009 CONTACT: TYLER ROSSER, PE PHONE: (470) 299-7057

OPEN SPACE LEGEND

CIVIC SPACE

AMENITY SPACE



DEVELOPMENT SUMMARY:

DRI NUMBER: **DRI#3469**

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:

Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	653,700 SF (7,812 SF/ACRE)
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF (123 SF/ACRE)
PROPOSED RESTAURANT	71,140 SF (50 SF/ACRE)
PROPOSED RETAIL	244,560 SF (2,923 SF/ACRE)
OFFICE	120,000 SF (1,434 SF/ACRE)
MULTIFAMILY	900 UNITS (10.8 UNITS/ACRE)
TOWNHOMES	36 UNITS (0.43 UNITS/ACRE)
HOTEL	150 KEYS (1.8 KEYS/ACRE)

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

PARKING SUMMARY:

Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**5,074 SPACES** (TOTAL)
REMAINING MALL AREA	1,831 SPACES (1 / 285 SF*0.80)
RETAIL (244,560 SF)	783 SPACES (1 / 250 SF*0.80)
RESTAURANT (71,140 SF)	570 SPACES (1 / 100 SF*0.80)
OFFICE (180,000 SF)	576 SPACES (1 / 250 SF*0.80)
MULTIFAMILY (900 UNITS)	1,116 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	72 SPACES (2 / UNIT)
HOTEL (150 KEYS)	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**6,188 SPACES** (TOTAL)
REMAINING SURFACE PARKING	3,123 SPACES
EXISTING PARKING DECK	1,175 SPACES
MULTIFAMILY PARKING DECKS	1,200 SPACES
TOWNHOMES	120 SPACES
SURFACE PARKING	170 SPACES
ON STREET PARKING	100 SPACES

OPEN SPACE REQUIREMENTS

CIVIL SPACE:	**10.71 ACRES** (12.8% SITE AREA)
AMENITY SPACE:	**4.18 ACRES** (5% SITE AREA)

PROPOSED OPEN SPACE

CIVIC SPACE:	**10.85 ACRES** (472,565 SF)
SQUARE	1.20 ACRES (52,225 SF)
PLAZA	5.52 ACRES (240,360 SF)
POCKET PARKS	1.28 ACRES (55,730 SF)
PARK	2.49 ACRES (108,250 SF)
MULTI-USE TRAILS	0.37 ACRES (16,000 SF)
AMENITY SPACE:	**6.98 ACRES** (304,140 SF)
OUTDOOR DINING	0.33 ACRES (14,240 SF)
PATIOS AND PORCHES	0.24 ACRES (10,650 SF)
YARDS AND LAWNS	1.38 ACRES (60,300 SF)
ENHANCE HARDSCAPE	3.51 ACRES (153,050 SF)
BALCONIES	0.16 ACRES (6,800 SF)
POOL AREA	0.91 ACRES (39,500 SF)
SPORTS COURTS	0.45 ACRES (19,800 SF)

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.

VARIANCES:

Note: An asterisk (*) in the notes above denotes a variance is required

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

GRAPHIC SCALE IN FEET
0 60 120 240

PREPARED BY:
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PREPARED FOR:
TRADEMARK PROPERTY COMPANY
1701 RIVER RUN, SUITE 500
FORT WORTH, TX 76107
PHONE: 817-810-5319

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
NORTH POINT
6000 NORTH POINT CIRCLE, ALPHARETTA, GA 30022
DRI #3469

GEORGIA REGISTERED PROFESSIONAL ENGINEER TYLER ROSSER
02/15/2022

GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014555000

TITLE
DRI SITE PLAN

SHEET NUMBER
DRI #3469

Drawing name: K:\ATL_Civil\014555000_NPM Project Eco\CAD\Exhibits\2022-05-16 DRI Site Plan Update\220516_NP-Eco_DRI-Site-Plan.dwg ZONING SITE PLAN May 16, 2022 1:44pm by: tyler.rosser

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Trip Generation Analysis

Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Project Eco DRI #3469
City of Alpharetta, GA

Land Use		Intensity		Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Proposed Site Traffic										
220	Multi-Family Housing (Low-Rise)	36	d.u.	232	18	4	14	24	15	9
221	Multi-Family Housing (Mid-Rise)	900	d.u.	4,904	295	77	218	365	223	142
310	Hotel	150	rooms	1,266	70	41	29	86	44	42
710	General Office Building	120,000	s.f.	1,266	139	120	19	135	22	113
720	Medical-Dental Office Building	0	s.f.	0	0	0	0	0	0	0
820	Shopping Center	244,560	s.f. gross leasable area	9,232	230	143	87	932	447	485
820	Shopping Center (Existing to be demolished)	*-235,000*	*s.f. gross leasable area*	*-8,872*	*-221*	*-137*	*-84*	*-895*	*-430*	*-465*
932	High-Turnover (Sit-Down) Restaurant	71,140	s.f.	7,980	707	389	318	695	431	264
Gross Trips (new development)				**24,880**	**1,459**	**774**	**685**	**2,237**	**1,182**	**1,055**
Gross Trips (reduced by demolished mall area)				**16,008**	**1,238**	**637**	**601**	**1,342**	**752**	**590**
Residential Trips				5,136	313	81	232	389	238	151
	Mixed-Use Reductions			*-680*	*-49*	*-6*	*-43*	*-130*	*-66*	*-64*
	Alternative Mode Reductions			*-446*	*-26*	*-8*	*-19*	*-26*	*-17*	*-9*
	Adjusted Residential Trips			4,010	238	67	170	233	155	78
Hotel Trips				1,266	70	41	29	86	44	42
	Mixed-Use Reductions			*-168*	*-13*	*-2*	*-11*	*-36*	*-21*	*-15*
	Alternative Mode Reductions			*-110*	*-6*	*-4*	*-2*	*-5*	*-3*	*-3*
	Adjusted Hotel Trips			988	51	35	16	45	20	24
Office Trips				1,266	139	120	19	135	22	113
	Mixed-Use Reductions			*-248*	*-47*	*-30*	*-17*	*-38*	*-13*	*-25*
	Alternative Mode Reductions			*-102*	*-9*	*-9*	*0*	*-10*	*-1*	*-9*
	Adjusted Office Trips			916	83	81	2	87	8	79
Retail Trips				4,474	384	212	172	393	240	152
	Mixed-Use Reductions			*-572*	*-57*	*-28*	*-29*	*-196*	*-102*	*-94*
	Alternative Mode Reductions			*-390*	*-33*	*-18*	*-14*	*-20*	*-14*	*-6*
	Pass By Reductions (Based on ITE Rates)			*-1,194*	*0*	*0*	*0*	*-61*	*-31*	*-31*
	Adjusted Retail Trips			2,318	294	166	129	116	93	21
Restaurant Trips				3,866	332	183	149	339	208	132
	Mixed-Use Reductions			*-496*	*-114*	*-74*	*-40*	*-178*	*-87*	*-91*
	Alternative Mode Reductions			*-338*	*-22*	*-11*	*-11*	*-16*	*-12*	*-4*
	Pass By Reductions (Based on ITE Rates)			*-1,304*	*0*	*0*	*0*	*-63*	*-32*	*-32*
	Adjusted Restaurant Trips			1,728	196	98	98	82	77	5
Mixed-Use Reductions - TOTAL				*-2,164*	*-280*	*-140*	*-140*	*-578*	*-289*	*-289*
Alternative Mode Reductions - TOTAL				*-1,386*	*-96*	*-50*	*-46*	*-77*	*-47*	*-31*
Pass-By Reductions - TOTAL				*-2,498*	*0*	*0*	*0*	*-124*	*-63*	*-63*
Existing Development Trips										
New Trips				**9,960**	**862**	**447**	**415**	**563**	**353**	**207**
Driveway Volumes				**12,458**	**862**	**447**	**415**	**687**	**416**	**270**

Intersection Volume Worksheets

INTERSECTION VOLUME DEVELOPMENT

Intersection #1: Haynes Bridge Road @ SR 400 NB Ramps

AM PEAK HOUR

Description	Haynes Bridge Road Northbound Left	Through	Right	Haynes Bridge Road Southbound Left	Through	Right	SR 400 NB Ramps Eastbound Left	Through	Right	SR 400 NB Ramps Westbound Left	Through	Right
Observed 2022 Traffic Volumes	0	592	364	153	774	0	706	0	277	0	0	0
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	41	9	15	35	0	40	0	5	0	0	0
Heavy Vehicle %	0%	7%	2%	10%	5%	0%	6%	0%	2%	0%	0%	0%
Peak Hour Factor		0.94			0.94			0.94			0.94	
Adjustment												
Adjusted 2022 Volumes	0	592	364	153	774	0	706	0	277	0	0	0
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	0	641	394	166	838	0	764	0	300	0	0	0
Project Trips												
Trip Distribution IN					15%				35%			
Trip Distribution OUT		30%	20%									
Residential Trips	0	51	34	0	10	0	0	0	23	0	0	0
Trip Distribution IN					15%				35%			
Trip Distribution OUT		30%	20%									
Hotel Trips	0	5	3	0	5	0	0	0	12	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Office Trips	0	1	0	0	20	0	0	0	20	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Retail Trips	0	45	19	0	41	0	0	0	41	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Restaurant Trips	0	34	15	0	25	0	0	0	25	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	136	71	0	101	0	0	0	121	0	0	0
2030 Buildout Total	0	777	465	166	939	0	764	0	421	0	0	0

PM PEAK HOUR

Description	Haynes Bridge Road Northbound Left	Through	Right	Haynes Bridge Road Southbound Left	Through	Right	SR 400 NB Ramps Eastbound Left	Through	Right	SR 400 NB Ramps Westbound Left	Through	Right
Observed 2022 Traffic Volumes	0	894	652	407	1,122	0	683	1	376	0	0	0
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	28	12	11	4	0	26	0	3	0	0	0
Heavy Vehicle %	0%	3%	2%	3%	2%	0%	4%	2%	2%	0%	0%	0%
Peak Hour Factor		0.95			0.95			0.95			0.95	
Adjustment												
Adjusted 2022 Volumes	0	894	652	407	1122	0	683	1	376	0	0	0
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	0	968	706	441	1,215	0	740	1	407	0	0	0
Project Trips												
Trip Distribution IN					15%				35%			
Trip Distribution OUT		30%	20%									
Residential Trips	0	23	16	0	23	0	0	0	54	0	0	0
Trip Distribution IN					15%				35%			
Trip Distribution OUT		30%	20%									
Hotel Trips	0	7	5	0	3	0	0	0	7	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Office Trips	0	28	12	0	2	0	0	0	2	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Retail Trips	0	7	3	0	23	0	0	0	23	0	0	0
Trip Distribution IN					25%				25%			
Trip Distribution OUT		35%	15%									
Restaurant Trips	0	2	1	0	19	0	0	0	19	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	67	37	0	70	0	0	0	105	0	0	0
2030 Buildout Total	0	1,035	743	441	1,285	0	740	1	512	0	0	0

INTERSECTION VOLUME DEVELOPMENT

Intersection #2: Haynes Bridge Road @ North Point Drive

AM PEAK HOUR

Description	Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			North Point Drive Eastbound			North Point Drive Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	21	697	4	193	878	85	81	16	12	25	16	116
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	1	14	0	4	34	3	1	1	0	0	1	0
Heavy Vehicle %	5%	2%	2%	2%	4%	4%	2%	6%	2%	2%	6%	2%
Peak Hour Factor		0.93			0.93			0.93			0.93	
Adjustment												
Adjusted 2022 Volumes	21	697	4	193	878	85	81	16	12	25	16	116
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	23	755	4	209	951	92	88	17	13	27	17	126
Project Trips												
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Residential Trips	3	0	0	0	0	34	85	9	9	0	3	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Hotel Trips	2	0	0	0	0	18	8	1	1	0	2	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Office Trips	4	0	0	0	0	41	1	0	0	0	4	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Retail Trips	8	0	0	0	0	83	65	6	6	0	8	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Restaurant Trips	5	0	0	0	0	49	49	5	5	0	5	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	22	0	0	0	0	225	208	21	21	0	22	0
2030 Buildout Total	45	755	4	209	951	317	296	38	34	27	39	126

PM PEAK HOUR

Description	Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			North Point Drive Eastbound			North Point Drive Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	39	764	22	366	899	208	211	52	55	58	49	201
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	20	0	2	11	1	2	0	0	0	0	0
Heavy Vehicle %	2%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Peak Hour Factor		0.93			0.93			0.93			0.93	
Adjustment												
Adjusted 2022 Volumes	39	764	22	366	899	208	211	52	55	58	49	201
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	42	827	24	396	973	225	228	56	60	63	53	218
Project Trips												
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Residential Trips	8	0	0	0	0	78	39	4	4	0	8	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Hotel Trips	1	0	0	0	0	10	12	1	1	0	1	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Office Trips	0	0	0	0	0	4	40	4	4	0	0	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Retail Trips	5	0	0	0	0	47	11	1	1	0	5	0
Trip Distribution IN	5%					50%					5%	
Trip Distribution OUT							50%	5%	5%			
Restaurant Trips	4	0	0	0	0	38	2	0	0	0	4	0
Pass-By Trips	12	-12	0	0	-22	22	12	0	22	0	0	0
Total Project Trips	30	-12	0	0	-22	199	116	10	32	0	18	0
2030 Buildout Total	72	815	24	396	951	424	344	66	92	63	71	218

INTERSECTION VOLUME DEVELOPMENT

Intersection #3: Haynes Bridge Road @ North Point Parkway

AM PEAK HOUR

Description	Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			North Point Parkway Eastbound			North Point Parkway Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	109	686	7	107	705	127	22	114	48	75	194	27
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	30	3	3	14	1	2	4	1	6	4	1
Heavy Vehicle %	2%	4%	43%	3%	2%	2%	9%	4%	2%	8%	2%	4%
Peak Hour Factor		0.95			0.95			0.95			0.95	
Adjustment												
Adjusted 2022 Volumes	109	686	7	107	705	127	22	114	48	75	194	27
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	118	743	8	116	763	138	24	123	52	81	210	29
Project Trips												
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Residential Trips	3	3	0	0	9	0	0	9	9	0	3	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Hotel Trips	2	2	0	0	1	0	0	1	1	0	2	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Office Trips	4	4	0	0	0	0	0	0	0	0	4	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Retail Trips	8	8	0	0	6	0	0	6	6	0	8	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Restaurant Trips	5	5	0	0	5	0	0	5	5	0	5	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	22	22	0	0	21	0	0	21	21	0	22	0
2030 Buildout Total	140	765	8	116	784	138	24	144	73	81	232	29

PM PEAK HOUR

Description	Haynes Bridge Road Northbound			Haynes Bridge Road Southbound			North Point Parkway Eastbound			North Point Parkway Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	157	584	14	71	696	240	224	298	172	108	321	42
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	1	17	0	1	5	5	2	2	2	2	2	0
Heavy Vehicle %	2%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Peak Hour Factor		0.95			0.95			0.95			0.95	
Adjustment												
Adjusted 2022 Volumes	157	584	14	71	696	240	224	298	172	108	321	42
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	170	632	15	77	754	260	243	323	186	117	348	45
Project Trips												
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Residential Trips	8	8	0	0	4	0	0	4	4	0	8	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Hotel Trips	1	1	0	0	1	0	0	1	1	0	1	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Office Trips	0	0	0	0	4	0	0	4	4	0	0	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Retail Trips	5	5	0	0	1	0	0	1	1	0	5	0
Trip Distribution IN	5%	5%									5%	
Trip Distribution OUT					5%			5%	5%			
Restaurant Trips	4	4	0	0	0	0	0	0	0	0	4	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	18	18	0	0	10	0	0	10	10	0	18	0
2030 Buildout Total	188	650	15	77	764	260	243	333	196	117	366	45

INTERSECTION VOLUME DEVELOPMENT

Intersection #4: North Point Parkway @ North Point Market Center / North Point Mall Access

AM PEAK HOUR

Description	North Point Market Center Northbound Left	Through	Right	North Point Mall Access Southbound Left	Through	Right	North Point Parkway Eastbound Left	Through	Right	North Point Parkway Westbound Left	Through	Right
Observed 2022 Traffic Volumes	6	0	4	1	0	3	3	173	13	16	342	11
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	0	0	1	0	0	1	9	0	0	12	0
Heavy Vehicle %	2%	0%	2%	100%	0%	2%	33%	5%	2%	2%	4%	2%
Peak Hour Factor		0.92			0.92			0.92			0.92	
Adjustment												
Adjusted 2022 Volumes	6	0	4	1	0	3	3	173	13	16	342	11
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	6	0	4	1	0	3	3	187	14	17	370	12
Project Trips												
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Residential Trips	0	0	0	17	0	34	13	0	0	0	0	7
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Hotel Trips	0	0	0	2	0	3	7	0	0	0	0	4
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Office Trips	0	0	0	0	0	0	16	0	0	0	0	8
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Retail Trips	0	0	0	13	0	26	33	0	0	0	0	17
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Restaurant Trips	0	0	0	10	0	20	20	0	0	0	0	10
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	0	0	42	0	83	89	0	0	0	0	46
2030 Buildout Total	6	0	4	43	0	86	92	187	14	17	370	58

PM PEAK HOUR

Description	North Point Market Center Northbound Left	Through	Right	North Point Mall Access Southbound Left	Through	Right	North Point Parkway Eastbound Left	Through	Right	North Point Parkway Westbound Left	Through	Right
Observed 2022 Traffic Volumes	52	11	104	57	15	19	16	393	48	80	480	74
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	0	0	1	0	0	0	6	0	0	7	1
Heavy Vehicle %	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Peak Hour Factor		0.91			0.91			0.91			0.91	
Adjustment												
Adjusted 2022 Volumes	52	11	104	57	15	19	16	393	48	80	480	74
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	56	12	113	62	16	21	17	426	52	87	520	80
Project Trips												
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Residential Trips	0	0	0	8	0	16	31	0	0	0	0	16
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Hotel Trips	0	0	0	2	0	5	4	0	0	0	0	2
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Office Trips	0	0	0	8	0	16	2	0	0	0	0	1
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Retail Trips	0	0	0	2	0	4	19	0	0	0	0	9
Trip Distribution IN							20%					10%
Trip Distribution OUT				10%		20%						
Restaurant Trips	0	0	0	0	0	1	15	0	0	0	0	8
Pass-By Trips	0	0	0	12	0	17	12	-12	0	0	-17	17
Total Project Trips	0	0	0	32	0	59	83	-12	0	0	-17	53
2030 Buildout Total	56	12	113	94	16	80	100	414	52	87	503	133

INTERSECTION VOLUME DEVELOPMENT

Intersection #5: North Point Parkway @ Encore Parkway

AM PEAK HOUR

	Encore Parkway			Encore Parkway			North Point Parkway			North Point Parkway		
	Northbound			**Southbound**			**Eastbound**			**Westbound**		
Description	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	0	0	0	81	0	96	304	153	1	0	122	205
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	0	0	1	0	6	3	7	0	0	8	4
Heavy Vehicle %	0%	0%	0%	2%	0%	6%	2%	5%	2%	0%	7%	2%
Peak Hour Factor		0.93			0.93			0.93			0.93	
Adjustment												
Adjusted 2022 Volumes	0	0	0	81	0	96	304	153	1	0	122	205
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	0	0	0	88	0	104	329	166	1	0	132	222
Project Trips												
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Residential Trips	0	0	0	3	0	0	0	10	0	0	26	9
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Hotel Trips	0	0	0	2	0	0	0	5	0	0	2	1
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Office Trips	0	0	0	4	0	0	0	12	0	0	0	0
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Retail Trips	0	0	0	8	0	0	0	25	0	0	19	6
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Restaurant Trips	0	0	0	5	0	0	0	15	0	0	15	5
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	0	0	22	0	0	0	67	0	0	62	21
2030 Buildout Total	0	0	0	110	0	104	329	233	1	0	194	243

PM PEAK HOUR

	Encore Parkway			Encore Parkway			North Point Parkway			North Point Parkway		
	Northbound			**Southbound**			**Eastbound**			**Westbound**		
Description	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	3	2	3	201	3	188	204	407	0	3	498	165
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	0	0	0	0	1	16	4	0	0	6	2
Heavy Vehicle %	2%	2%	2%	2%	2%	2%	8%	2%	0%	2%	2%	2%
Peak Hour Factor		0.96			0.96			0.96			0.96	
Adjustment												
Adjusted 2022 Volumes	3	2	3	201	3	188	204	407	0	3	498	165
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	3	2	3	218	3	204	221	441	0	3	539	179
Project Trips												
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Residential Trips	0	0	0	8	0	0	0	23	0	0	12	4
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Hotel Trips	0	0	0	1	0	0	0	3	0	0	4	1
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Office Trips	0	0	0	0	0	0	0	1	0	0	12	4
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Retail Trips	0	0	0	5	0	0	0	14	0	0	3	1
Trip Distribution IN				5%				15%				
Trip Distribution OUT											15%	5%
Restaurant Trips	0	0	0	4	0	0	0	12	0	0	1	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	0	0	18	0	0	0	53	0	0	32	10
2030 Buildout Total	3	2	3	236	3	204	221	494	0	3	571	189

INTERSECTION VOLUME DEVELOPMENT

Intersection #6: Encore Parkway @ North Point Center

AM PEAK HOUR

Description	Encore Parkway Northbound Left	Through	Right	Encore Parkway Southbound Left	Through	Right	North Point Center Eastbound Left	Through	Right	North Point Center Westbound Left	Through	Right
Observed 2022 Traffic Volumes	2	473	29	38	178	5	3	1	1	4	0	13
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	0	7	0	1	8	0	0	0	0	0	0	0
Heavy Vehicle %	2%	2%	2%	3%	4%	2%	2%	2%	2%	2%	0%	2%
Peak Hour Factor		0.87			0.87			0.87			0.87	
Adjustment												
Adjusted 2022 Volumes	2	473	29	38	178	5	3	1	1	4	0	13
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	2	512	31	41	193	5	3	1	1	4	0	14
Project Trips												
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Residential Trips	0	9	0	3	3	0	0	0	0	0	0	9
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Hotel Trips	0	1	0	2	2	0	0	0	0	0	0	1
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Office Trips	0	0	0	4	4	0	0	0	0	0	0	0
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Retail Trips	0	6	0	8	8	0	0	0	0	0	0	6
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Restaurant Trips	0	5	0	5	5	0	0	0	0	0	0	5
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	21	0	22	22	0	0	0	0	0	0	21
2030 Buildout Total	2	533	31	63	215	5	3	1	1	4	0	35

PM PEAK HOUR

Description	Encore Parkway Northbound Left	Through	Right	Encore Parkway Southbound Left	Through	Right	North Point Center Eastbound Left	Through	Right	North Point Center Westbound Left	Through	Right
Observed 2022 Traffic Volumes	8	350	12	93	346	35	46	12	25	31	11	93
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	1	4	0	0	16	0	0	0	0	0	0	0
Heavy Vehicle %	13%	2%	2%	2%	5%	2%	2%	2%	2%	2%	2%	2%
Peak Hour Factor		0.95			0.95			0.95			0.95	
Adjustment												
Adjusted 2022 Volumes	8	350	12	93	346	35	46	12	25	31	11	93
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	9	379	13	101	375	38	50	13	27	34	12	101
Project Trips												
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Residential Trips	0	4	0	8	8	0	0	0	0	0	0	4
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Hotel Trips	0	1	0	1	1	0	0	0	0	0	0	1
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Office Trips	0	4	0	0	0	0	0	0	0	0	0	4
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Retail Trips	0	1	0	5	5	0	0	0	0	0	0	1
Trip Distribution IN				5%	5%							
Trip Distribution OUT		5%										5%
Restaurant Trips	0	0	0	4	4	0	0	0	0	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	0	10	0	18	18	0	0	0	0	0	0	10
2030 Buildout Total	9	389	13	119	393	38	50	13	27	34	12	111

INTERSECTION VOLUME DEVELOPMENT

Intersection #6: Westside Parkway @ Encore Parkway

AM PEAK HOUR

Description	Encore Parkway Northbound			Encore Parkway Southbound			Westside Parkway Eastbound			Westside Parkway Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	252	12	180	6	10	10	10	295	96	88	348	10
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	4	2	22	1	0	0	0	18	3	4	8	0
Heavy Vehicle %	2%	17%	12%	17%	2%	2%	2%	6%	3%	5%	2%	2%
Peak Hour Factor		0.89			0.89			0.89			0.89	
Adjustment												
Adjusted 2022 Volumes	252	12	180	6	10	10	10	295	96	88	348	10
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	273	13	195	6	11	11	11	319	104	95	377	11
Project Trips												
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Residential Trips	17	0	0	0	0	0	0	0	7	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Hotel Trips	2	0	0	0	0	0	0	0	4	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Office Trips	0	0	0	0	0	0	0	0	8	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Retail Trips	13	0	0	0	0	0	0	0	17	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Restaurant Trips	10	0	0	0	0	0	0	0	10	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	42	0	0	0	0	0	0	0	46	0	0	0
2030 Buildout Total	315	13	195	6	11	11	11	319	150	95	377	11

PM PEAK HOUR

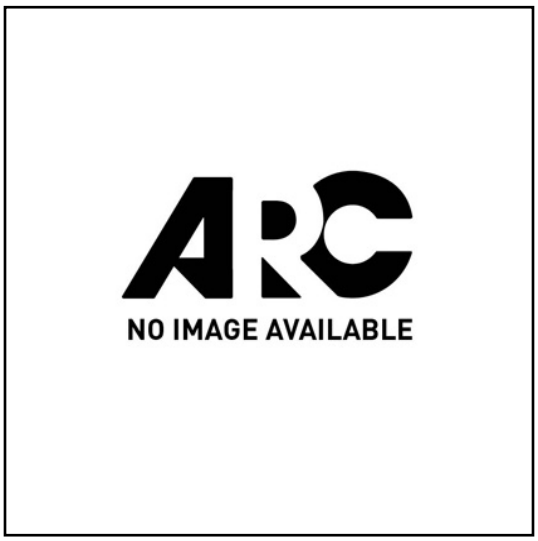
Description	Encore Parkway Northbound			Encore Parkway Southbound			Westside Parkway Eastbound			Westside Parkway Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
Observed 2022 Traffic Volumes	215	33	232	9	18	15	19	366	252	193	347	12
Pedestrians		0			0			0			0	
Conflicting Pedestrians	0		0	0		0	0		0	0		0
Heavy Vehicles	1	2	12	0	1	0	0	6	3	1	2	1
Heavy Vehicle %	2%	6%	5%	2%	6%	2%	2%	2%	2%	2%	2%	8%
Peak Hour Factor		0.93			0.93			0.93			0.93	
Adjustment												
Adjusted 2022 Volumes	215	33	232	9	18	15	19	366	252	193	347	12
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083	1.083
New Road Adjustment												
Other Proposed Developments												
2030 Background Traffic	233	36	251	10	19	16	21	396	273	209	376	13
Project Trips												
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Residential Trips	8	0	0	0	0	0	0	0	16	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Hotel Trips	2	0	0	0	0	0	0	0	2	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Office Trips	8	0	0	0	0	0	0	0	1	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Retail Trips	2	0	0	0	0	0	0	0	9	0	0	0
Trip Distribution IN									10%			
Trip Distribution OUT	10%											
Restaurant Trips	0	0	0	0	0	0	0	0	8	0	0	0
Pass-By Trips	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Trips	20	0	0	0	0	0	0	0	36	0	0	0
2030 Buildout Total	253	36	251	10	19	16	21	396	309	209	376	13

Programmed Project Fact Sheets

FN-179

Atlanta Region's Plan RTP (2020) PROJECT FACT SHEET

Short Title	NORTH POINT PARKWAY LID STREETSCAPE ENHANCEMENTS AND COMPLETE STREETS UPGRADE FROM MANSELL ROAD TO HAYNES BRIDGE ROAD
GDOT Project No.	0017814
Federal ID No.	N/A
Status	Programmed
Service Type	Last Mile Connectivity / Sidepaths and Trails
Sponsor	City of Alpharetta
Jurisdiction	Fulton County (North)
Analysis Level	Exempt from Air Quality Analysis (40 CFR 93)



Existing Thru Lane	6	**LCI**	X	**Network Year**	TBD
Planned Thru Lane	6	**Flex**		**Corridor Length**	1.4 miles

Detailed Description and Justification

This project proposes corridor enhancements along North Point Parkway, including pedestrian sidewalk widening, installation of pedestrian lighting, street trees, LID/stormwater management, smart technologies, and bicycle side paths to form a cohesive streetscape

Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE			
					FEDERAL	STATE	BONDS	LOCAL/PRIVATE
PE	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC) - LCI Setaside for Implementation	AUTH	2021	**$2,000,000**	~~$1,600,000~~	~~$0,000~~	~~$0,000~~	~~$400,000~~
ROW	Local Jurisdiction/Municipality Funds		2024	**$100,000**	$0,000	$0,000	$0,000	$100,000
CST	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC) - LCI Setaside for Implementation		2025	**$17,900,000**	$5,000,000	$0,000	$0,000	$12,900,000
				$20,000,000	**$6,600,000**	**$0,000**	**$0,000**	**$13,400,000**

SCP: Scoping PE: Preliminary engineering / engineering / design / planning PE-OV: GDOT oversight services for engineering ROW: Right-of-way Acquistion
UTL: Utility relocation CST: Construction / Implementation ALL: Total estimated cost, inclusive of all phases

AR-ML-300

Atlanta Region's Plan RTP (2020) PROJECT FACT SHEET

Short Title	SR 400 EXPRESS LANES FROM NORTH SPRINGS MARTA STATION TO MCFARLAND ROAD
GDOT Project No.	0001757
Federal ID No.	N/A
Status	Programmed
Service Type	Roadway / Express Lanes
Sponsor	GDOT
Jurisdiction	Regional - North
Analysis Level	In the Region's Air Quality Conformity Analysis



Existing Thru Lane	0	**LCI**		**Network Year**	2030
Planned Thru Lane	4	**Flex**		**Corridor Length**	15.6 miles

Detailed Description and Justification

Project provides travel options and more reliable trip times by adding two new Express lanes in each direction on SR 400 between the North Springs MARTA station and McGinnis Ferry Road and one Express lane in each direction from McGinnis Ferry Road to McFarland Parkway.

Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE			
					FEDERAL	STATE	BONDS	LOCAL/PRIVATE
PE	Interstate Maintenance	AUTH	2005	**$8,538,782**	~~$7,684,904~~	~~$853,878~~	~~$0,000~~	~~$0,000~~
PE	National Highway System	AUTH	2005	**$461,218**	~~$368,974~~	~~$92,244~~	~~$0,000~~	~~$0,000~~
PE	Federal Earmark	AUTH	2010	**$171,095**	~~$136,876~~	~~$34,219~~	~~$0,000~~	~~$0,000~~
PE	Federal Earmark Funding	AUTH	2010	**$728,806**	~~$583,045~~	~~$145,761~~	~~$0,000~~	~~$0,000~~
PE	SRTA Funds (44220)	AUTH	2011	**$2,060,253**	~~$0,000~~	~~$0,000~~	~~$0,000~~	~~$2,060,253~~
PE	Transportation Funding Act (HB 170)	AUTH	2017	**$5,000,000**	~~$0,000~~	~~$5,000,000~~	~~$0,000~~	~~$0,000~~
PE	National Highway Performance Program (NHPP)	AUTH	2018	**$9,400,000**	~~$7,520,000~~	~~$1,880,000~~	~~$0,000~~	~~$0,000~~
PE	National Highway Performance Program (NHPP)	AUTH	2019	**$17,400,000**	~~$13,920,000~~	~~$3,480,000~~	~~$0,000~~	~~$0,000~~
PE	National Highway Performance Program (NHPP)	AUTH	2020	**$2,400,000**	~~$1,920,000~~	~~$480,000~~	~~$0,000~~	~~$0,000~~
PE	National Highway Performance Program (NHPP)	AUTH	2021	**$4,250,000**	~~$3,400,000~~	~~$850,000~~	~~$0,000~~	~~$0,000~~
PE	National Highway Performance Program (NHPP)		2022	**$4,000,000**	$3,200,000	$800,000	$0,000	$0,000
ROW	National Highway Performance Program (NHPP)	AUTH	2019	**$19,820,000**	~~$15,856,000~~	~~$3,964,000~~	~~$0,000~~	~~$0,000~~

? For additional information about this project, please call (404) 463-3100 or email transportation@atlantaregional.com.

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ROW	GARVEE Bonds (GRV-1)	AUTH	2020	**$26,000,000**	~~$0,000~~	~~$0,000~~	~~$26,000,000~~	~~$0,000~~
ROW	Bus Rapid Transit	AUTH	2021	**$19,250,000**	~~$0,000~~	~~$0,000~~	~~$19,250,000~~	~~$0,000~~
ROW	GARVEE Bonds (GRV-2)	AUTH	2021	**$12,000,000**	~~$0,000~~	~~$0,000~~	~~$12,000,000~~	~~$0,000~~
ROW	GARVEE Bonds (GRV-2)		2022	**$18,500,000**	$0,000	$0,000	$18,500,000	$0,000
ROW	GARVEE Bonds (GRV-2)		2023	**$38,000,000**	$0,000	$0,000	$38,000,000	$0,000
ROW	GARVEE Bonds (GRV-2)		2024	**$22,981,110**	$0,000	$0,000	$22,981,110	$0,000
UTL	Transportation Funding Act (HB 170)	AUTH	2021	**$25,650,000**	~~$0,000~~	~~$25,650,000~~	~~$0,000~~	~~$0,000~~
CST	Local Jurisdiction/Municipality Funds	AUTH	2021	**$214,286**	~~$0,000~~	~~$0,000~~	~~$0,000~~	~~$214,286~~
CST	Bus Rapid Transit		2022	**$2,010,000**	$0,000	$0,000	$2,010,000	$0,000
CST	INFRA Discretionary Grants		2022	**$7,020,000**	$7,020,000	$0,000	$0,000	$0,000
CST	Local Jurisdiction/Municipality Funds		2022	**$12,075,226**	$0,000	$0,000	$0,000	$12,075,226
CST	National Highway Performance Program (NHPP)		2022	**$12,864,502**	$10,291,602	$2,572,900	$0,000	$0,000
CST	Bus Rapid Transit		2023	**$12,700,000**	$0,000	$0,000	$12,700,000	$0,000
CST	Local Jurisdiction/Municipality Funds		2023	**$3,194,286**	$0,000	$0,000	$0,000	$3,194,286
CST	National Highway Performance Program (NHPP)		2023	**$30,894,100**	$24,715,280	$6,178,820	$0,000	$0,000
CST	Bus Rapid Transit		2024	**$27,050,000**	$0,000	$0,000	$27,050,000	$0,000
CST	Local Jurisdiction/Municipality Funds		2024	**$2,502,695**	$0,000	$0,000	$0,000	$2,502,695
CST	National Highway Performance Program (NHPP)		2024	**$30,049,528**	$24,039,622	$6,009,906	$0,000	$0,000
CST	Bus Rapid Transit		2025	**$26,240,000**	$0,000	$0,000	$26,240,000	$0,000
CST	GRB BONDS (Guaranteed Revenue)		2025	**$24,257,200**	$0,000	$0,000	$24,257,200	$0,000
CST	INFRA Discretionary Grants		2025	**$57,142,800**	$57,142,800	$0,000	$0,000	$0,000
CST	Local Jurisdiction/Municipality Funds		2025	**$324,954**	$0,000	$0,000	$0,000	$324,954
CST	National Highway Performance Program (NHPP)		2025	**$27,149,528**	$21,719,622	$5,429,906	$0,000	$0,000
CST	Bus Rapid Transit		LR 2026-2030	**$12,750,000**	$0,000	$0,000	$12,750,000	$0,000
CST	General Federal Aid - 2026-2050		LR 2026-2030	**$279,249,528**	$147,643,922	$131,605,606	$0,000	$0,000
CST	GRB BONDS (Guaranteed Revenue)		LR 2026-2030	**$35,742,800**	$0,000	$0,000	$35,742,800	$0,000
CST	INFRA Discretionary Grants		LR 2026-2030	**$119,961,647**	$119,961,647	$0,000	$0,000	$0,000
CST	Local Jurisdiction/Municipality Funds		LR 2026-2030	**$9,949,494**	$0,000	$0,000	$0,000	$9,949,494
CST	Transportation Funding Act (HB 170)		LR 2026-2030	**$29,883,767**	$0,000	$29,883,767	$0,000	$0,000
CST	General Federal Aid - 2026-2050		LR 2031-2040	**$850,000,000**	$432,951,186	$417,048,814	$0,000	$0,000
CST	General Federal Aid - 2026-2050		LR 2041-2050	**$900,000,000**	$320,760,596	$579,239,404	$0,000	$0,000
CST	Design Build Finance (DBF) Repayment - Federal		LR 2051+	**$1,120,000,000**	$430,051,378	$689,948,622	$0,000	$0,000
CST-SRTA	National Highway Performance Program (NHPP)		2022	**$2,162,058**	$1,729,646	$432,412	$0,000	$0,000
CST-SRTA	National Highway Performance Program (NHPP)		2023	**$20,323,346**	$16,258,677	$4,064,669	$0,000	$0,000
CST-SRTA	National Highway Performance Program (NHPP)		2024	**$13,404,760**	$10,723,808	$2,680,952	$0,000	$0,000
CST-SRTA	National Highway Performance Program (NHPP)		2025	**$7,350,997**	$5,880,798	$1,470,199	$0,000	$0,000
				$3,913,078,766	**$1,685,480,383**	**$1,919,796,079**	**$277,481,110**	**$30,321,194**

SCP: Scoping PE: Preliminary engineering / engineering / design / planning PE-OV: GDOT oversight services for engineering ROW: Right-of-way Acquistion
UTL: Utility relocation CST: Construction / Implementation ALL: Total estimated cost, inclusive of all phases

? For additional information about this project, please call (404) 463-3100 or email transportation@atlantaregional.com.

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AR-470

Atlanta Region's Plan RTP (2020) PROJECT FACT SHEET

Short Title	GA 400 HIGH CAPACITY PREMIUM TRANSIT SERVICE - PHASE 1 FROM NORTH SPRINGS MARTA STATION TO WINDWARD PARKWAY
GDOT Project No.	N/A
Federal ID No.	N/A
Status	Long Range
Service Type	Transit / Bus Capital
Sponsor	MARTA
Jurisdiction	Regional - North
Analysis Level	In the Region's Air Quality Conformity Analysis



Existing Thru Lane	N/A	**LCI**		**Network Year**	2050
Planned Thru Lane	N/A	**Flex**		**Corridor Length**	5.5 miles

Detailed Description and Justification

This project will provide high capacity premium transit service on the SR 400 corridor between the MARTA North Springs heavy rail station and Windward Parkway in Alpharetta.

Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE			
					FEDERAL	STATE	BONDS	LOCAL/PRIVATE
PE	5307 Discretionary	AUTH	2006	**$4,216,560**	~~$763,203~~	~~$0,000~~	~~$0,000~~	~~$3,453,357~~
ALL	New Starts		LR 2041-2050	**$335,000,000**	$117,250,000	$0,000	$0,000	$217,750,000
				$339,216,560	**$118,013,203**	**$0,000**	**$0,000**	**$221,203,357**

SCP: Scoping PE: Preliminary engineering / engineering / design / planning PE-OV: GDOT oversight services for engineering ROW: Right-of-way Acquistion
UTL: Utility relocation CST: Construction / Implementation ALL: Total estimated cost, inclusive of all phases

? For additional information about this project, please call (404) 463-3100 or email transportation@atlantaregional.com.

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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: North Point Mixed Use

Contact Name: Weston Graves Telephone: [redacted]

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

- How will merchandise be different from other projects in the market?
- Want to make sure we provide bike lanes and ample space for parallel parking spaces
- What are projected multifamily rents
- How will handle workforce housing
- Make sure we have electric charging stations
- What is happening with JCPenney
- When is construction starting

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

[x]	Letter	[ ]	Personal Visits
[x]	Telephone	[x]	Group Meeting
[x]	Email	[ ]	Other *(Please Specify)* _____

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: _____ Date: 6-6-2022

Print Form

TENANT NOTICE

3/2/22

NORTH POINT

March 2, 2022

North Point Retail Partners-

Yesterday, Trademark Property Company submitted its application to the City of Alpharetta for the redevelopment of North Point Mall.

Trademark has spent the last year learning about the community and crafting a redevelopment strategy that provides a radical transformation of the current mall. This transformation will result in a vibrant mixed-use asset with a much longer daily energy curve. We hope you take some time to review the plans to see the exciting and bold visions as we move forward. These plans allow the mall to become a thriving mixed-use community that will reinvigorate the North Point corridor.

We understand that this news will come with many questions, and our goal is to answer them as best we can. Here's what we can share today:

- The plans are available to view by scanning the QR code below.
- There is no set timeline for the redevelopment to begin.
- The project will be completed in phases and will take years to complete.
- The redevelopment radically changes the physical appearance of the entire property and will affect many current tenant spaces. We understand this is a topic of very high importance to all of you. Please note the tenant mix for the redevelopment continues to be carefully considered. As a result, we don't have any guidance yet for tenants who currently occupy spaces that will be impacted by future construction, demolition, etc.

As more details become finalized, we will continue to share them. In the meantime, please feel free to call me or stop by the office if you'd like to discuss the redevelopment announcement.

And as always, we appreciate your partnership.
Nick Nicolosi

General Manager

https://bit.ly/3syjUqm

TM

TRADEMARKPROPERTY.COM

NORTH POINT OWNERS
STAKEHOLDER MEETING
3/15/22

Monica Luera

From: Wilson, Rachel <RWilson@alpharetta.ga.us>
Sent: Friday, March 18, 2022 3:14 PM
To: Monica Luera
Cc: Cook, Kathi; Morsell, Lance; Woodman, Michael
Subject: [External Email] RE: North Point Stakeholders Meeting Presentations

Hi Monica,

Please find a list of those who RSVP'd YES below:

1. Thomas Ziegler (Columbia Engineering)
2. Randy Strunk (Columbia Engineering)
3. Carl Westmoreland (MMMLaw)
4. Mahesh Mani (Rubenstein Partners)
5. Mark Wingate (Development Authority)
6. GM (Aloft Alpharetta)
7. Tasha Williams (JCP)
8. Warren Jolly (Sedgefields Lakes Plantation)
    - Susan Kelley
9. Nick Nicolosi (Trademark)
10. Jennie Lynn Rudder (Starr White House)
11. James Hazelwood (Bellsouth)
12. Jacob Lange (Starr White House)
13. Leigh Kerns (Accesso)
14. Monica Luera (Trademark)
15. Brooke Adler (Macy's)
16. Duke Sullivan (Mind Spring)

Thank you,

Rachel Wilson
Marketing and Communications Coordinator
Community and Economic Development
2 Park Plaza, Alpharetta, GA 30009
Ph. (678)-297-6024
Cell: (678)-836-7328

THE CITY OF ALPHARETTA
TECHNOLOGY CITY OF THE SOUTH

From: Cook, Kathi <Kcook@alpharetta.ga.us>
Sent: Friday, March 18, 2022 3:55 PM
To: Monica Luera <MLuera@trademarkproperty.com>; Wilson, Rachel <RWilson@alpharetta.ga.us>; Morsell, Lance

Monica Luera

From: Wilson, Rachel <RWilson@alpharetta.ga.us>
Sent: Friday, March 18, 2022 2:08 PM
To: Morsell, Lance; Cook, Kathi; Woodman, Michael
Subject: [External Email] North Point Stakeholders Meeting Presentations
Attachments: North Point Streetscape Presentation.pdf

Good afternoon all,

Happy Friday!

Please find the North Point Streetscape and North Point Redevelopment presentations attached for your review. Thank you to those of you who were able to join us on Tuesday and for those who were unable to attend we hope you can join us for the next one!

Link to Trademark's presentation:
https://trademarkpropertycompany.box.com/s/qu8oy5t5po4vwa9gzc6odrb8zauhzzzz

Hope everyone has a great weekend!

Thank you,

Rachel Wilson
Marketing and Communications Coordinator
Community and Economic Development
2 Park Plaza, Alpharetta, GA 30009
Ph. (678)-297-6024
Cell: (678)-836-7328

TENANT QUARTERLY MEETING

3/31/22

Monica Luera

From: Nick Nicolosi <mail@notify.onecallnow.com>
Sent: Monday, March 21, 2022 2:38 PM
To: Nick Nicolosi
Subject: Tenants Quarterly Meeting Thursday - 03.31.22

Notification from: **North Point Mall**

Memorandum

To: North Point Mall Tenants

From: Nick Nicolosi, General Manager

Date: 03.21.22

Re: TENANTS MEETING

Save The Date

TENANTS QUARTERLY MEETING

Thursday, March 31, 2022

9:00 A.M.

Food Court

Breakfast will be provided.

To ensure that you continue to receive these emails, please add mail@notify.onecallnow.com to your Email Address Book.

To unsubscribe to notifications from **North Point Mall**, please click here.

Message delivered to you by One Call Now. If you have any questions or are interested in the notification services provided by One Call Now for schools, employers, property managers, religious groups, sports teams, and businesses, please visit our web site www.onecallnow.com .

View our privacy policy.

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Company	Name	Email
Dillards	Shawn Lawrence	[redacted]
WHITE HOUSE BLACK MARKET	Michele Hardin	[redacted]
JCPenney	Tasha Williams	[redacted]
STITCH by STITCH	Selaux Dezeeb	[redacted]
The childrens place	Destiny Carver	[redacted]
BuildABear	Laura Hood	[redacted]
Rolli & Pops	Caite Dillon	[redacted]
LEGO	Michael LaStella	[redacted]
VS&Col Pink	Regina Baugher	[redacted]
CLAIRES	Seychelles Johnson	[redacted]
HOT TOPIC	Leah Clanton	[redacted]
LeMacaron	Lisa Amundsen	[redacted]
Aunty Anns	JD Jackson	[redacted]

Company	Name	Email
Aveda	Maryanne Schramm	[redacted]
AVEDA	Colette Williams	
Pandora	Brittany Bostock	
Mandarin Express	odilia Morales	
Potato Corner	Patrick Liang	
James Avery	Maria Mandracchia	

NORTH POINT STAKEHOLDER MEETING

4/12/22

YOU'RE

INVITED!

NORTH POINT

Join us for an informational meeting to learn about the exciting redevelopment of North Point. Light refreshments and appetizers will be served.



When

Tuesday, April 12
5:30 p.m. – 7 p.m.

Where

North Point
1000 North Point Cir., Suite 1202
(former American Girl space)
Alpharetta, GA 30022

Enter through the doors between Macy's and the former Sears on the north side of the property.

Please RSVP using the link provided

F0AgiclT

What is your full name?	What is your email address?	Will you be joining us for the Stakeholder meeting?	Are you bringing a guest?
Dennis Carman	[redacted]	1	
Sandy Reedy		1	
Jackie Tyson		1	
Doug Fallon		1	X no
Liana Moran		1	
Megan Hackworth		1	
Monica Luera		1	
Jim Tardif		1	
Paula Fine		1	
Kali Boatright		1	1
Mark Goodman		1	
Steve Koehler		0	
Tracy Morton		1	
Susan Coffey		1	
Lara Dolan		1	+1
Darren Carter		1	1
Ginger Myrick		1	1
Paula Fine		1	
Tracy Taft Morton		1	
Jim Tardif		1	
Alex Battle		1	
Todd Anderton		1	no

NORTH POINT

Stakeholder Meeting
April 12, 2022

Name	Neighborhood/ Organization/ Association	Email
Liana Moran	The Wilbert Group	[redacted]
Weston Graves	Trademark	
Todd Anderton	"	
Marquita Olive	NPM/TDMK	
Jackie Tyson	Bike Alpharetta	
Dennis Cormier	" "	
Jim Tardif	Signs of Significance	

NORTH POINT

Stakeholder Meeting
April 12, 2022

Name	Neighborhood/ Organization/ Association	Email
Monica Luera	Trademark	[redacted]
Alex Dumitru	New York Life	

PUBLIC NOTICES

4/22/22

TRADEMARK

April 22, 2022

BLUE VENTURES LLC
12274 CRABAPPLE RD
ALPHARETTA GA 30004

Dear Sir/Madam,

This letter is to inform you that a Public Hearing Application has been submitted to the City of Alpharetta Community Development Department for property located at North Point Mall, which is within 500 feet of your property.

Please be advised of the following information pertaining to the applications and public hearings:

Case Number:	MP-22-03 / Z-22-05 / CU-22-02 / V-22-07	Applicant Name:	North Point Mall, LLC
Applicant's Intent:	- Rezone 83.67 acres of Planned Shopping Center/Mixed-Use to Mixed-Use. - Allow uses and densities described in the Allowable Uses List (Exhibit A) and Density Table (Exhibit B) attached. - Allow modifications as described in Exhibit C by Kimley-Horn & Assoc.	Property Size:	83.67 acres
Street Location:	1000 North Point Parkway, 4500 North Point Place, 5000 North Point Drive, and 2000 and 6000 North Point Circle	Contact Person:	Weston Graves (817) 870-1122
Proposed Development:	Mixed-Use		

Community Zoning Information Meeting:
Wednesday, May 11, 2022 at 6:00 PM
Virtual Session via Zoom: https://zoom.us/j/6766623657
Meeting ID: 676 662 3657

Planning Commission:
Thursday, June 2, 2022 at 6:30 PM
Alpharetta City Hall, 2 Park Plaza

City Council:
Monday, June 27, 2022 at 6:30 PM
Alpharetta City Hall, 2 Park Plaza

If you have any questions regarding this project or would like detailed information, please feel free to contact me at the number listed below.

Sincerely,

Weston Graves

12 261006870292
BLUE VENTURES LLC
12274 CRABAPPLE RD
ALPHARETTA GA 30004

12 261006880358
REEP RTL NPM GA LLC
51 MADISON AVE
NEW YORK, NY 10010

12 261006880341
VON MAUR INC
6565 N BRADY ST DAVENPORT
IA 52806-2054

HOLLYWOOD CAMARILLO
PARTNERS L.P. c/o Marvin Poer
3520 PIEDMONT RD NE STE 410
ATLANTA GA 30305

12 272007430374
HPTMI II Properties Trust
P.O. BOX 579
LOUISVILLE TN 37777-0579

12 273007420316
NPMC RETAIL LC
2100 MC KINNEY AVE STE 700
DALLAS TX 75201

12 273007540279
VILLAGE CREATIVE LABS
PARTNERS LP
940 EMMETT EST #200
BELMONT CA 94002-3881

12 261006870482
THE CITY OF ALPHARETTA
2 S MAIN ST
ALPHARETTA GA 30009

D&D INVESTMENT ASSOCIATES
4030 JOHNS CREEK PKWY
SUWANEE GA 30024

12 273007550187
BP NORTHPOINT LLC
5200 BUFFINGTON RD
ATLANTA GA 30349

12 273007420381
SWANN INVESTMENTS LP
850 KENNESAW AVE NW STE C2
MARIETTA GA 30060-1095

12 273007420423
COLE CP ALPHARETTA GA LLC
12181 BLUFF CREEK DR 5TH FL
PLAYA VISTA CA 90094

12 273007420258
BRI 1870 NORTH POINT LLC
1140 E HALLANDALE BEACH BLVD
HALLANDALE FL 33009

12 273007550138
DAYTON HUDSON CORP
P.O. BOX 9456
MINNEAPOLIS MN 55440-9456

12 273007430265
BRE LQ PROPERTIES LLC
909 HIDDEN RIDGE # 600
IRVING TX 75038

12 273007550195
GM NORTH POINT TWO LLC
3060 PEACHTREE RD STE 1540
ATLANTA GA 30305

12 273007420415
PALM J LLC
1660 S CONGRESS AVE BLDG 2
BOYNTON BEACH FL 33426

12 273007410119
SUN TRUST BANK ATL
PO BOX 26665 VA-RIC-8614
RICHMOND VA 23261-6665

12 272007430382
GRBK NORTH POINT LLC
2805 N DALLAS PKWY STE 400
PLANO TX 75093

12 261006870508
BRI 1870 NORTH POINT LLC
P O BOX 1368
CARLSBAD CA 92018

12 273007540246
ANSLEY INVESTMENT PARTNERS
P.O. BOX 460169
HOUSTON TX 77056

12 260006894237
FULTON SCIENCE ACADEMY
PRIVATE SCHOOL INC
3035 FANFARE WAY ALPHARETTA
GA 30009

12 261007010435
DILLARD DEPARTMENT STORES
4501 NORTH BEACH ST FORT
WORTH TX 76137

12 261007020384
ALPHA Z-BOY PARTNERS, LLC
940 EMMETT AVE STE 200
BELMONT CA 94002-3881

12 261007020400
HUBERT PROP LLLP
850 KENNESAW AVE NW STE 2
MARIETTA GA 30060-1095

12 261007020418
RIPON MAIN ASSOCIATES
c/o VILLAGE PROPERTIES
940 EMMETT AVE STE 200
BELMONT CA 94002

GREATER NORTH FULTON
STRATEGIC LEADERSHIP VISIT
6/9/22

2022 SLV Attendee Invite List			
		Title	**Organization**
Samir	Abdullahi	Deputy Director	Select Fulton
John	Asbell	Regional Director, North Metro	Georgia Power Company
Brandon	Beach	Executive Director	North Fulton CID
Kali	Boatright	President & CEO	Greater North Fulton Chamber
Eric	Bosman	Senior Planner	Kimley-Horn
Glen	Cannon	President	Gwinnett Technical College
Cordell	Carter	Director, Regional Operations	Atlanta Gas Light
Dean	Collins	President, Founder	Axis Companies
Darryl	Connelly	Economic Development Director	City of Roswell
Kathi	Cook	Community Development Director	City of Alpharetta
Kibbey	Crumbley	Zone Superintendent	Fulton County Schools
Ken	Davis	President North Georgia Region	Renasant Bank
Stacy	Garmon	Vice President	Greater North Fulton Chamber
Ann	Hanlon	Executive Director	Perimeter CIDs
Freda	Hardage	Immediate Past Chair of Board	MARTA / Northside Hospital
Rich	Johnson	AVP, Legislative & Regulatory Affairs	AT&T Georgia
Scott	Jordan	Area Manager, North Metro Atlanta	Pinnacle Financial Partners
Randy	Knighton	City Administrator	City of Roswell
Steven	Krokoff	City Manager	City of Milton
Sarah-Elizabeth	Langford	Executive Director	Development Authority of Fulton County
BJ	Martin	Sr. Manager, Local Government Services	Pond
Al	Nash	Board Member	North Fulton CID
Lindsey	Petrini	Chief Operating Officer	Wellstar North Fulton Hospital
Robb	Pitts	Chairman Fulton County Commissioners	Fulton County Government
Larry	Prescott	Assistant General Manager, Infrastructure	MARTA
Denise	Quarles	Chief City Executive - SE Region	Siemens
Trey	Ragsdale	Public Affairs	Kaiser Permanente-Alpharetta Medical Center
Raymer	Sale	CEO	E2E Resources
Andy	Stancil	Partner	Mahaffey Pickens Tucker, LLP
Steve	Stroud	Executive Director	Roswell Inc
Rondah	Thomas	Metro North Area Manager	Georgia Power Company
Peter	Vanstrom	City Council Member	City of Roswell



STRATEGIC LEADERSHIP VISIT

GREATER NORTH FULTON CHAMBER

Wednesday, June 8–Friday, June 10 2022







PRESENTED BY

AT&T

2022 STRATEGIC LEADERSHIP VISIT PROGRAM

Thursday, June 9

8:30am – Shuttle to Frisco Chamber of Commerce
Light Breakfast at Frisco Chamber of Commerce
PGA HQ Update and Presentation
6843 Main Street, Frisco, TX, 75034

VIP Tour – Grounds of PGA of America Headquarters

10:30am – Shuttle to the Rooftop Event Spot at the Old Downtown Plano Ice House
1000 14th Street, Plano, TX 75074

11:00am – Session 3: Redevelopment and Place Making
Sponsored by SELECT FULTON

Welcome
- John Muns, Mayor, City of Plano

Panel Discussion:
- Jason Ford, CEcD, President, Frisco Economic Development Corporation
- Peter Braster, City of Plano, Director of Special Projects
- Colin Rosenbaum, Senior Vice President of Investments, Regent Properties
- Lane Acree, Associate Principal, BOKA Powell
- Don Braun, President, Hall Group

12:30pm – Lunch catered by Urban Rio Cantina
Sponsored by Georgia Power NORTH POINT

Trademark presenting

1:45pm – Ride Dallas Area Rapid Transit to DART HQ
DART HQ, *1401 Pacific Avenue, Dallas, Texas 75202*

3:00pm – Session 4: Infrastructure / Transportation / Transit
Sponsored by Kimley»Horn

Topics to include Private Public Partnership, Light Rail, BRT, Logistics, Construction, Revitalized stations, Platform extensions

Panel Discussion with DART HQ Executives:
- Kay Shelton, Assistant VP of Growth/Regional Development
- Jack Wierzenski, Director of Economic Development

4:00pm – Shuttle to Renaissance Plano Legacy West, *6007 Legacy Drive, Plano, TX*

7:00pm – Dinner at Legacy Exchange Hall, *7800 Windrose Avenue, Plano, TX*
Sponsored by AXIS COMPANIES

Friday, June 10

Safe travels home!

May 31st, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

Dear Mr. Michael Woodman:

It is our understanding the property owner, REEP-RTL NPM GA, LLC, has submitted a zoning application for the North Point Mixed-Use Redevelopment project.

The North Point Mixed-Use redevelopment will evolve the existing mall and surrounding area into a vibrant, open-air mixed-use environment. The proposed multi-phased redevelopment will transform existing 464,000 SF of retail space into 315,700 SF of new retail, restaurants, creative office, multifamily units, hotel, and almost 18 acres of civic/amenity space. The existing Center Court in front of Macy's will become the new front door of the mall including renovated exterior facades that open out to a vibrant outdoor Event Plaza.

The proposed project will help revitalize the existing North Point Mall and surrounding commercial area by introducing resident and daytime population not currently located at the Property. A former sea of parking will be transformed into a compact mixed-use environment linked by walkable streets as well as an attractive and meaningful public spaces for visitors and residents to enjoy.

The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

Branda Peterson of Alpharetta Housewives is pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,



Mrs. Branda Peterson

[redacted]

[redacted]

June 1, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

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The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

I am pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,

Candace Collier

accesso

June 7, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

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The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

Encore Commons is pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,

Leigh Carothers Kerns
Property Manager

accesso
Encore Commons
100 North Point Center East, Suite 120
Alpharetta, GA 30022
[redacted]

June 3, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

Dear Mr. Michael Woodman:

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The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

Lisa Crouse is pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,

Lisa Crouse

Lisa Crouse

[redacted]

June 7, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

Dear Mr. Woodman:

It is our understanding the property owner, REEP-RTL NPM GA, LLC, has submitted a zoning application for the North Point Mixed-Use Redevelopment project.

The North Point Mixed-Use redevelopment will evolve the existing mall and surrounding area into a vibrant, open-air mixed-use environment. The proposed multi-phased redevelopment will transform existing 464,000 SF of retail space into 315,700 SF of new retail, restaurants, creative office, multifamily units, hotel, and almost 18 acres of civic/amenity space. The existing Center Court in front of Macy's will become the new front door of the mall including renovated exterior facades that open out to a vibrant outdoor Event Plaza.

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The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

As a proud resident of Alpharetta, I am pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,



Nicholas Garzia

1300 Compass Pointe Crossing

Alpharetta, GA 30005

[redacted]

THE

PROVIDENCE

GROUP

June 7, 2022

Mr. Michael Woodman
The City of Alpharetta
Department of Community Development
2 Park Plaza
Alpharetta, GA 30009

Re: MP-22-03/Z-22-05/CU-22-02/V-22-07/North Point Mixed Use - Letter of Support

Dear Mr. Michael Woodman:

It is our understanding the property owner, REEP-RTL NPM GA, LLC, has submitted a zoning application for the North Point Mixed-Use Redevelopment project.

The North Point Mixed-Use redevelopment will evolve the existing mall and surrounding area into a vibrant, open-air mixed-use environment. The proposed multi-phased redevelopment will transform existing 464,000 SF of retail space into 315,700 SF of new retail, restaurants, creative office, multifamily units, hotel, and almost 18 acres of civic/amenity space. The existing Center Court in front of Macy's will become the new front door of the mall including renovated exterior facades that open out to a vibrant outdoor Event Plaza.

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The North Point Mall redevelopment will stimulate economic development, strengthen placemaking, and continue growth within the community.

The Providence Group of Georgia, LLC is pleased to support this project and their zoning application. If you need any further information and/or support for this endeavor, please contact me.

Sincerely,

Warren Jolly, President

11340 Lakefield Drive, Suite 140
Johns Creek, Georgia 30097

attachments unless you recognize the sender and know the content is safe.

Ms Callum, Hello. My name is Andrea Shank. I work at JcPenney at North Point Mall. I am looking at all of the pictures/plan that have been released for the redevelopment of this area and I noticed that we (JcP) have been wiped from existence. Is this true? Or will we be one of the free-standing "anchor" buildings?

Thank You

Concerned Employee (since 1998)

Andrea Shank

From: Callum, Alexandra
To: JERRY W SENEKER
Subject: RE: North Point reincarnation
Date: Thursday, March 3, 2022 2:52:00 PM

Good afternoon!

Thank you for your comments. I will add them to the file for North Point.

Thank you,

Alexandra Callum
Planning + Zoning Coordinator
City of Alpharetta
2 Park Plaza
Alpharetta, Ga 30009
678.297.6074
https://www.alpharetta.ga.us/

-----Original Message-----
From: JERRY W SENEKER <jwseneker@aol.com>
Sent: Thursday, March 3, 2022 2:47 PM
To: Callum, Alexandra <acallum@alpharetta.ga.us>
Subject: North Point reincarnation

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.

Parking must be convenient - if it isn't I won't be going there - senior citizen - knee replacement etc.
Also a pet friendly area that includes restaurants that allow dogs.

Jerry Seneker
[redacted]
Sent from my iPhone

From: Amy Gunsaullus
To: Callum, Alexandra
Subject: Redevelopment of North Point Mall
Date: Monday, March 7, 2022 10:45:39 AM

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.

Alex,

Good morning, I am reaching out today to get more information on the redevelopment of the North Point Mall as discussed in this article (https://www.alpharetta.ga.us/about/news/2022/03/03/application-submitted-for-redevelopment-of-mall-property).

I am reaching out today as we own the property located at 380 North Point Circle in Alpharetta that is right outside of the mall.

Are you able to share with me the plans that have been recently submitted by Trademark Properties? Please let me know what information you can provide as given our proximity we are anxious to look over the redevelopment plans to get an understanding of what will be changing.

Thank you in advance for any assistance you can provide.

Amy Gunsaullus

Financial Manager

1660 S Congress Ave Suite 2

Boynton Beach, FL 33426

[redacted]

[redacted]

Begin forwarded message:

From: "Lelacheur, Justin G" <justin.lelacheur@icloud.com>
Date: October 21, 2022 at 2:26:51 PM EDT
To: City Council and Mayor <CityCouncilandMayor@alpharetta.ga.us>
Subject: Northpoint Mall Feedback

[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.]

Greetings Mayor Gilvin and Council Members,

As the city will be reviewing the revised North Point plans in the coming weeks, I wanted to voice my support for you, our elected officials, and ask for you to maintain a firm stance on rental unit limits. My hope is that your patience will outlast the idle threats of the developer trying to push this through. Our community can wait for the right plan to be presented, whenever and from whoever that developer might be. One thing is certain of an asset like North Point, it will be redeveloped.

Nationally, mall redevelopment is quite possibly the most active asset class of the real estate sector in light of higher costs of capital and the massive land bank available to redevelop, but comparable developments, that is, mall redevelopments in suburban communities similar to Alpharetta, are not being used as a practical basis of comparison by the developer.

Take for example North Richland Hills, TX (using a Dallas Metro example being the developers home market) with its City Point development (https://www.citypointtx.com). Formerly a 55 acre regional suburban mall, it was demolished to make way for a mixed-use development that has a residential component that consists of 370 single family homes and 600 max rental units. Affordable single family homes for younger generations is a critical need locally, as well as nationally.

Thank you!

Kindly and respectfully,
Justin Lelacheur

Community Zoning Information Meeting
May 11, 2022
Department of Community Development
Via Zoom
6:00 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Planning Commission, but not quoted or paraphrased. This document includes limited presentation by Planning Commission and invited speakers in summary form. The public is advised that the tapes recorded at said meeting are a matter of public record and are available upon request.

I. Staff Members Present:

a. Michael Woodman, Planning + Development Services Manager
b. Alexandra Callum, Planning + Zoning Coordinator
c. Nikisha Mistry, GIS Specialist

There was a total of 79 participants for the CZIM meeting.

II. Items:

a. Sanctum Serene Wellness

i. 3235 North Point Parkway.
ii. Wellness Spa.
iii. Master Plan amendment.
There were no comments for this item.

b. Event Facility

i. Manager Michael Woodman spoke for this item because the applicant was not present.
ii. Special event facility.
iii. Requesting a maximum occupancy of 408.

c. Off Leash

i. Full-service restaurant and luxury dog park.
ii. On the corner of Old Milton Parkway and North Main Street.
iii. We want to transform the existing building.
Public Comment:

- You are asking for a liquor license. I do not think it is a good idea to have children, liquor, and dogs all in the same area. I am okay with the idea; I am just not for the liquor license portion of it.

- How are we keeping dogs safe at this location? We will be using fencing. Over the last several years, we've seen lots of new dog parks. The new technology is a double gated system so that you don't have wide open access. It will be access controlled to provide safe conditions to both people and dogs.
- I would like to caution the city to approve a conditional use permit for an off leash dog park at the corner of Old Milton and Highway 9. There have already been traffic fatalities at this intersection- there are a combined 12 lanes of high-density traffic here. Dogs can get out of every park; the suggested double gate system does not prevent this. ONE dog that gets to either of these roads will not only be a safety concern for the dog but an incredible safety concern for all Alpharetta families travelling through the heartbeat of the City. If approved, I hope safety is at the center of the conversation and approval.
- And there is also another dog park like this going up at Maxwell Road. I don't think we need another one.

d. 3973 Webb Bridge Road

i. 5-acre site.
ii. Requesting a rezoning to R—12.
iii. Modern style homes.
iv. Requesting a variance- there is a perennial creek that runs through the site. The city has a 100' stream buffer and 150' impervious buffer, which makes the lots to the east not able to be developed right now.
Public Comment:

- I own the property to the east of this. The creek on this property affects my property. There's a reason the barrier is supposed to be there. There will be buffer left, and we will be doing mitigation.
- It's not so much the construction, but the next 20 years the people will be living there. We are not destroying the buffer; we are just requesting for a reduction. There will also be mitigation. The water would be cleansed before being released back into the creek.
- Jay Perek- As Reggie was saying, along with requesting a reduction, we are also proposing to increase the quality of the buffer, and that's what he was referring to with the mitigation. There is still a 50' buffer that will remain.
- Can you give some examples of best mitigation practices? We are trying to see if we can do some dry wells. It infiltrates the water in the ground instead of taking it to the creek.

e. Beazer Homes

i. Corner of Rock Mill Road and Haynes Bridge Road.
ii. Undeveloped property zoned as office and institution use.
iii. We have taken significant steps to save trees.
iv. We want to make the corner a community focal point, as we recognize that it's a gateway.

v. Homes would front along Rock Mill Road.
vi. As you come into the community, the front doors will face some green pocket areas.
vii. The variances primary relate to the street scaping for our internal streets and a little along Rock Mill Road.
viii. The size of the property is too small for modern day office development.
Public Comment:

- On your layout plan, have you taken into consideration the GA400 widening? How much space between the current highway and the property line are you going to lose with the widening? Will you lose some amenity space? We will have to double check on the GA400 plans. There is significant right of way between the ramp and property line. We don't anticipate any issues.
- Do we really need more townhomes in Alpharetta? The roads are so clogged, and this is right on North Point, and there is already so much traffic. Alpharetta needs additional housing. This is a lower density type of community. 43 homes would be constructed. It's a great opportunity to provide additional housing. Residential provides less traffic than office use, which is a benefit.
- It's adding traffic with 2-3 cars per home. The future office use would be more than residential.
- What about impact to schools? It would be fairly minimal.
- We need more homes in Alpharetta, thank you Julie.
- Alpharetta is full!
- We do need more housing. It's dense in downtown, but this isn't too far. My concern is parking. Two car garages are never enough for storage or a large vehicle. Are we allocating enough parking for visitors and extra drivers on this site? The city is proactive with this. One of the aspects of the city's code is to have a minimum 18-foot-wide driveway. Other developments have shorter driveways and not enough parking. We are not seeking a variance on parking.
- Concerned about the tightness of the internal streets where Fire and Public Safety would have to operate. Fire is involved in this process and will have the opportunity to put comments.
- What is the cost of the townhouses? We need some reasonably cost homes.

f. The Bridges

i. We are wanting to join two properties that have a little different zoning.
ii. We are wanting to change to R zoning, which is in line with CUP.
iii. It will be gated.
iv. Will be high level homes.
Public Comment:

- We backup to the proposed subdivision. We have been here since 2009. What are the plans for water management? I have seen water flowing through the way the property has a crease in it. We will have a detention system that will catch all the stormwater that would collect and funnel down towards you. It will be a huge benefit to you.

- My concern is what it will look like. I'm concerned about a giant eye sore in my backyard. It will be buffered with vegetation and landscaping. I don't think our plan is to do underground detentions.
- We're building 2.5+ million-dollar homes. We do not want to create eye sores. We can talk offline more.
- Do you have specifics of buffers? What efforts will be in place to keep the current trees rather clear cutting? We are trying to minimize any impacts to streams. We redesigned to where we are not asking for any stream buffer variances. We will be cutting in a road where trees will have to go. Other than that, we will try to keep all trees intact. We want to make it feel like the homes have been there forever.
- What about overflow?
- Will there be fencing? What about green screen? There's fence already there. I don't think we plan to do anything different.
- I am also interested on how the pond will be built and the creek that connects to Lake Windward and how that will increase flow.
- I am concerned about the impact. I haven't been there long enough to know what the water situation is like, but I want to make sure an eye sore isn't created.
- Last year, we had an event that some work had to be done on the creek due to lots of rain. I'm worried about all the hardscaping. All the water will end up in the creek. Can it handle that kind of water? The applicant is not required to do a hydrology study at this time. They would do one after receiving an LDP. The applicant will be held to state regulations.

g. Castle View Homes

i. 2.5-acre parcel on Kimball Bridge Road.
ii. Zoned AG- requesting rezoning to R15 with some variances.
iii. Request includes a private cul-de-sac.
iv. Asking for front yard setback reduction.
Public Comment:

- To the left of the diagram, what will be to the left of the road? Will you level the trees out, and will there be a landscape area? Yes, to the landscape area. We have not gotten this far with City Staff. Currently, the plan shows sidewalk all the way around the cul-de-sac.
- When is the proposed groundbreaking? It has not been decided. Construction would likely begin in the fall.
- What's the proposed value of the homes? Currently, the thought is $1.1-1.4 million.
- What are you doing about the drainage issues? We have not conducted a full hydrology study. Underwater storm management would happen.
- Can you talk about the plan for the current plants? We want to work with as much of the existing tree cover as we can.
- What are the sizes of the homes? 3000-4000 square foot. 2 story minimum
- What are the variances? Minimum lot width reduction, which isn't unusual for the area. Reduction in front yards to get homes further away from Kimball bridge crossing.

- Our kids use the back part of the property to get to Ocee Park. Can something be provided like an easement? I was not aware- I thought Ocee was fenced. There are trails going through the backyards that you can cut through. What we're doing wouldn't change the current path.
- Do you have a portfolio view of the homes? We can pull information together.
- Have you given thought to light pollution? We will have to meet the city's landscape ordinance. We will be putting some screening in to help.
- There are two single family homes adjacent to two lots. The park needs to probably acquire some additional parking. Castle View tried to acquire to purchase lots, but they were not for sale.

h. South of Wills Park

i. 5.5-acre site.
ii. 55 townhomes, in addition to a clubhouse and pool.
iii. Units will range from 2600-4000 square feet.
iv. Gated community with access onto Wills Road.
v. Seeking rezoning of the property to downtown mixed use.
vi. Underground detention water system.
Public Comment:

- Where exactly is it? It's by the car detailing place- this is the large undeveloped area next to it. There are several DT MU areas. One of the goals is to interject residential into commercial areas through mixed use. We are furthering the goals of the comp plan.
- Wills road already has so much traffic. I am against this development.
- The parallel parking is for guest parking, correct? Yes.
- My concern is for pedestrian traffic from this subdivision across Hwy 9 to Wills Park. We are providing connection to Hwy 9 for bicycle and pedestrian. We are not currently working with the city on improvements on Hwy 9, but that's something we can evaluate further with the city.
- GDOT is expanding the sidewalks and adding a sidewalk on Wills Road.

i. North Point Redevelopment

i. Zoning changes to 83 acres of property to Mixed Use.
ii. The goal is to build on the foundation of the environment that's here and create an indoor/outdoor mixed use.
iii. It will be a ten-year development.
iv. It can have community events of up to 2,500 people.
v. We would propose 50,000 square feet of entertainment space, and 320 units in the first phase.
vi. Adds substantial amount of open space, a total of 18 acres.
vii. From a drainage standpoint, we would be improving the situation.
Public Comment:

- Is this already set in stone? If so, when is demolition/groundbreaking scheduled? I have worked for JCP since 1998 and am worried about my job security. Are either of those pink locations that say "retail anchors" going to become JcPenney? If so, where will we be located? Nothing is set in stone. We had been doing a lot of research to come up with this plan. If are approved, we will begin the middle of next year. I would have to refer you to JCPenney to answer that question.
- Please include a percentage of the housing going in here as workforce housing that people who serve the citizens of Alpharetta can afford to live here! We do not currently have any percentage of work force housing. We are open to conversation, but cost of construction would require an incentive program
- Are the anchor stores aware and/or going to stay? All tenants have been spoken to.
- There is new ownership and control of the asset.
- When is this first phase going to start? Demolition would be middle of 2023 plan with 24-month construction for first phase.
- What happened to the redevelopment plan for the Mall that was approved previously, that called for the Sears portion of the mall to be removed and apartments built, along with park area and walking trails?
- Our plan is to dedicate our impact fees to stormwater. I believe we will have 2.5 million dollars that would be dedicated towards storm water.
- What about MARTA plans for a station to be located on the property? One of the bus transit stops in the middle of the highway. We have found a location that would meet up with our location.

III. **Meeting Ended at:** 7:30 p.m.

Community Zoning Information Meeting (CZIM) October 12, 2022

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

MP-22-03 / Z-22-05 / CU-22-02 / V-22-07 Noth Point Mall Redevelopment

NAME	ADDRESS	COMMENTS
		No comments

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: MP-22-03/Z-22-05/CU-22-02/V-22-07

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: Weston Graves c/o Trademark Management, Ltd. Telephone: 817.870.1122

Address: 1701 River Run Suite: 500

City Fort Worth State: TX Zip: 76107 Fax:

Mobile Tel: Email: wgraves@trademarkproperty.com

Subject Property Information:

Address: See attached Current Zoning: PSC/MU

District: Section: Land Lot: Parcel ID: See attached

Proposed Zoning: MU Current Use: Shopping Center/Mall

This Application For *(Check All That Apply)*:

- ☒ Conditional Use
- ☒ Rezoning
- ☒ Variance
- ☐ Exception
- ☒ Master Plan Amendment
- ☐ Master Plan Review
- ☒ Public Hearing
- ☐ Other *(Specify)*:
- ☐ Comprehensive Plan Amendment

SUBJECT PROPERTY INFORMATION
And
PROPERTY OWNER INFORMATION

1) 1000 North Point Parkway (12 -2610-0688-044-0)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

2) 4500 North Point Place (12 -2610-0688-035-8)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

3) 5000 North Point Drive (12 -2600-0700-012-3)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

4) 0 North Point Drive (12 -2720-0743-043-2)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

5) 6000 North Point Circle (12 -2720-0743-041-6)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

6) 1000 North Point Parkway (12 -2730-0742-043-1)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

7) 2000 North Point Circle (12 -2730-0742-039-9)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

8) 0 Rock Mill Rd (12 -2601-0700-001-5)
REEP RTL NPM GA, LLC
51 Madison Avenue
New York, NY 100100

Applicant Request And Intent

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

83.67 acre mixed-use development including existing shopping center, the addition of new retail/restaurant space, office, for-rent multifamily, for-sale town homes and civic/amenity space.

Applicant's Request (Please itemize the proposal):

1. Rezone 83.67 acres of Planned Shopping Center/Mixed-Use to Mixed-Use.
   (Note that a portion of this property was previously approved as mixed-use.)

2. Allow uses and densities described in the Allowable Uses List and Density Table attached.

3. Allow modifications as described in exhibit by Kimley-Horn and Associates.

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

The proposed redevelopment will demo approximately 464,000 SF of retail space including two anchor boxes and reintroduce 315,700 SF of new retail, restaurants and creative office, 900 for-rent multifamily units and 36 for-sale townhomes, 120,000 SF of office, 150 key hotel and 17.83 acres of civic/amenity space.

MASTER PLAN - FUTURE PHASES ILLUSTRATIVE (ALLOWABLE USES)

LIST OF PERMISSABLE USES:

- Amphitheater
- Animal Hospital, Small Animal (Veterinarian)
- Art Galleries
- Athletic Facilities/Fitness Studio
- Auditorium
- Auto Sales and Leasing (Trucks, Vans, Cars,
- and Accessories)
- Bakery
- Bank, Savings and Loan, Mortgage Company
- Barber Shop
- Beauty Shop
- Bed and Breakfast
- Book Store or Stationery
- Boutique Hotel
- Bowling Alley
- Brewery
- Broadcasting Studio (Radio and TV)
- Car Wash (as an amenity to residential)
- Carpet and Rug Sales
- Clinic, Public/Private
- Cigar Bar
- Congregate Housing, Assisted Living Facility
- Contractor's Office without outside storage
- Contractor's Office with outside storage
- Dance Studio
- Day Care Center
- Discount Store
- Distillery
- Drug Store (Pharmacy)
- Dry Cleaning, Pick Up Station
- Dwelling, "For Sale" Attached
- Dwelling, 'For-Rent'
- Florist, Retail
- Golf, Miniature
- Golf Driving Range
- Grocery Store
- Hardware and Garden Supply Store
- Home Improvement Store
- Home-Elderly, Children, Nursing
- Hotel
- Hospital
- Kennel
- Liquor Store
- Massage Therapy
- Museum and Libraries
- Nail Salon
- Office
- Outdoor Recreational Facilities (Commercial, Playfields)
- Park and Playground
- Pet Grooming
- Pet Day Care
- Public Building
- Radio, TV, Transmitter, Studio
- Recreation Facilities, Indoor
- Restaurant
- Restaurant w/Drive-thru window
- Retail Establishment
- Retail Establishment (Mixed Sales)
- School, Academic
- School, Commercial (Beauty, Business)
- Shop or Studio, Craftsman/Artist
- Spa Services
- Special Event Facility
- Theater, Cinema



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2nd Floor, Washington, DC 20001 | 301.588.4800

TORTI GALLAS + PARTNERS TRADEMARK NEW YORK LIFE studioOutside Kimley»Horn

REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

North Point Mixed-Use Redevelopment - Allowable Density Chart

	Allowed Use	Base Quantity	Multiplier	Trips	MF	TH	Hotel	Office	Retail	Restaurant
					10	7.5	5	5000	1500	500
Totals	Restaurant	71,140	500	142.3	1,423	1,067	711	711,400	213,420	71,140
	Retail	244,560	1500	163.0	1,630	1,223	815	815,200	244,560	81,520
	Office	120,000	5000	24.0	240	180	120	120,000	36,000	12,000
	Hotel	150	5	30.0	300	225	150	150,000	45,000	15,000
	Residential - For Sale	36	7.5	4.8	48	36	24	24,000	7,200	2,400
	Residential - For Rent	900	10	90.0	900	675	450	450,000	135,000	45,000
		Total Trips of Base Quantity:		**454.1**						

Note 1: Each allowed use's density may be increased, decreased or exchanged for density of another allowed use as long as the traffic trips generated does not exceed the trips generated by the total of the Base Quantity.

Note 2: No more than 900 For-Rent units are allowed.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Crystal Wilson c/o REEP-RTL NPM GA, LLC Telephone: 770-395-2330

Address: 51 Madison Avenue Suite: 9th Floor

City New York State: NY Zip: 10010 -

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: Weston Graves c/o Trademark Management, Ltd. Telephone: 817-810-5319

Address: 1701 River Run Suite: 500

City Fort Worth State: TX Zip: 76107

So Sworn and Attested:

Owner Signature: Crystal N. Wilson Date: 2/25/22

Notary:

Notary Signature: Carla M. Yates Date: 2/25/22

CARRILA MAI WATES
NOTARY PUBLIC
FORSYTH COUNTY, GA
MY COMMISSION EXPIRES
AUGUST 19 2023

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: Crystal Wilson

Subject Public Hearing Case: North Point Mall Mixed-Use Development

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: _____

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).

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Name of Applicant or Opponent: Weston Graves

Subject Public Hearing Case: North Point Mall Mixed-Use Development

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.

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Description of Contribution: _____ Value: _____

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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: 2-24-22

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: Carl E. Westmoreland, as Attorney for Trademark Management, Ltd.

Subject Public Hearing Case: North Point Mall

Campaign Contribution Information:

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

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

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: _____ Date: 2/28/22

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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.

See attached Letter of Intent.

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

See attached Letter of Intent.

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

See attached Letter of Intent.

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.

See attached Letter of Intent.

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.

TRADEMARK

February 28, 2022

Ms. Kathi Cook, Director
Community Development
City of Alpharetta, Georgia
287 South Main Street
Alpharetta, Georgia 30004

RE: NORTH POINT MIXED-USE REDEVELOPMENT

Dear Kathi,

On behalf of the property owner, REEP-RTL NPM GA, LLC, Trademark Management, Ltd. is providing this letter of intent for the mixed-use redevelopment of 83.67 acres of North Point Mall (the "Property") located at 1000 North Point Circle. The Property consists of eight parcels which is comprised of both of Planned Shopping Center (PSC) and Mixed-Use (MU) zoning.

PROPERTY BACKGROUND

Opened in 1993, North Point Mall served as the premier regional shopping center for North Fulton County. Bounded by GA 400 to the north and North Point Parkway to the south, the Property is comprised of a two-level regional mall with 379,000+ SF of in-line retail, The Cheesecake Factory (10,300 SF) restaurant outbuilding, an AMC Theater (46,080 SF), JC Penney (120,843 SF), Macy's (240,000 SF) and a former Sears (154,886 SF) vacant building. The larger site also includes the Von Maur (139,121 SF) and Dillard's (248,151 SF) anchors which are excluded from the application.

Today, North Point Mall is an asset in decline. Loss of sales volume and marquis tenants over the last several years have led to significant vacancy and the lack of a story to attract customers and tenants alike. The decline is not a concept specific to North Point Mall or the greater Atlanta region, enclosed shopping centers across the country have experienced the same fate. Changing consumer preferences and the shift from traditional department stores to lifestyle/experiential retail and the desire for walkable mixed-use environments with housing, office and entertainment options is a consistent trend that must influence the future of North Point Mall.

PROPOSAL

The applicant and property owner, submit this application to evolve the existing mall and surround area into a vibrant, open-air mixed-use environment. The proposed multi-phased redevelopment will demo approximately 464,000 SF of retail space including two anchor boxes and reintroduce 315,700 SF of new retail, restaurants, and creative office, 900 for-rent multifamily units, 36 for-sale townhomes, 120,000 SF of office, 150 key hotel and 17.83 acres of civic/amenity space. The existing Center Court in front of Macy's will become the new front door of the mall including renovated exterior facades that open out to a vibrant outdoor Event Plaza. A former sea of parking will be transformed into a compact mixed-use environment linked by walkable streets as well as an attractive and meaningful public spaces for visitors and residents to enjoy.

To achieve this mixed-use environment the applicant and property owner, request the following: 1) Rezone the remaining Property from PSC to MU; 2) Permit the allowable uses and density identified in Exhibit A & Exhibit B, respectively; and 3) Grant variances outlined by Kimley-Horn Associates in Exhibit C.

As identified in the Horizon 2040 Comprehensive Plan, this property is a “priority area” for the City of Alpharetta and it must evolve to thrive and preserve North Point as a regional destination for shopping, jobs, and entertainment.

PLANNING COMMISSION/BOARD OF ZONING APPEALS REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The Property is immediately adjacent to several commercial uses contained within the existing North Point area development. The additional MU zoning will allow the introduction of residential, office, hotel and entertainment uses to an existing regional shopping center and surrounding commercial area. The Proposed Development will right size the existing mall retail and create a more vibrant mixed-use environment for the North Point area.

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

The proposed additional MU zoning will help revitalize the existing North Point Mall and surrounding commercial area by introducing resident and daytime population not currently located at the Property. Consequently, the MU zoning will have a positive effect on the surrounding property values and redevelop large surface parking lots in North Point into vertical development including residential.

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

The Property has suffered economically as consumer preferences have moved away from traditional enclosed malls in favor of walkable mixed-use developments. While a portion of the property is zoned MU, the remaining property is zoned PSC. These current zoning rights will not allow the type of dense mixed-use development needed to re-energize the growth of the existing mall and surrounding area.

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

An ARC’s Developments of Regional Impact (DRI) study is being done to verify traffic impact, but it is expected that the impact of this development will be net neutral for trips generated due to the amount of existing retail being removed.

The proposed development includes 936 new dwellings to the site. Assuming 1.5 people per dwelling this would increase the resident population of the property by 1,404 people.

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

The school aged residents will attend Northwood Elem. School; Haynes Bridge MS; and Centennial HS. Based on similar multifamily developments, The number of school aged

children residing in the development is estimated to be 15 school aged children per 300 residential units. Existing utility capacity is expected to serve the development.

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

The proposed redevelopment aligns with the Comprehensive Plan, Horizon 2040 which designates the Property's future land use as MU. The parcels currently zoned PSC are not consistent with Alpharetta's designation of the MU future land use. The approval of this request will allow the Property to be developed in accordance with the future vision for the area, creating a sense of place, permitting mixed-uses and encouraging economic growth.

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

The enclosed shopping mall has suffered a significant decline as more and more consumers migrate to online sales and open, mixed-use types of development. The portion of the property zoned PSC zoning limits development of the property to what exists (i.e., a shopping center) and is not practical in the shifting consumer environment. The proposed redevelopment will result in a practical, useful, and marketable development, which will complement the existing shopping mall.

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

The existing infrastructure and topography should be considered extraordinary conditions. A significant portion of cost of this development is attributed to removing existing conditions (buildings, grading, etc.) to allow for more viable development. The proposed development density is required to offset these costs and make the project financially viable. The building heights, footprints and organization are necessary to achieve the density and still provide a mix of uses.

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

Yes, existing zoning would not allow for redevelopment of the property into a dense mixed-use environment and would result in the continued decline of the existing asset. The current allowable uses on the PSC portion of the Property do not allow flexibility to fill vacancies with non-retail uses.

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

Yes, the greater project site is currently developed into a two-level regional mall 1.3M SF of retail with multiple property owners and cross easement burdens. The total retail SF calculation includes Von Maur and Dillard's properties which are not a part of the zoning application.

TRADEMARK

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.

No. This redevelopment represents the mixed-use environment outlined in the North Point Livable Centers Initiative (LCI) and land uses consistent with the Comprehensive Plan. The Northpoint LCI Overlay requires every new development to meet EcoDistrict points. The redevelopment of the Property requires at least 10 eco-points. The Property, as designed, will be divided into five zones which will meet or exceed the requirement.

CONCLUSION

The applicant respectfully requests that the Alpharetta City Council grant the requested rezoning, change of Master Plan, Conditional Use Permits, and the variances as submitted. North Point Mall is poised to become a thriving mixed-use community and we look forward to working with you and your staff to realize its potential

Respectfully submitted,

Trademark Management, Ltd.

By: _____
Name: Weston Graves
Its: Vice President

EXHIBIT A

PROPOSED ALLOWABLE USES

MASTER PLAN - FUTURE PHASES ILLUSTRATIVE (ALLOWABLE USES)

LIST OF PERMISSABLE USES:

- Amphitheater
- Animal Hospital, Small Animal (Veterinarian)
- Art Galleries
- Athletic Facilities/Fitness Studio
- Auditorium
- Auto Sales and Leasing (Trucks, Vans, Cars,
- and Accessories)
- Bakery
- Bank, Savings and Loan, Mortgage Company
- Barber Shop
- Beauty Shop
- Bed and Breakfast
- Book Store or Stationery
- Boutique Hotel
- Bowling Alley
- Brewery
- Broadcasting Studio (Radio and TV)
- Car Wash (as an amenity to residential)
- Carpet and Rug Sales
- Clinic, Public/Private
- Cigar Bar
- Congregate Housing, Assisted Living Facility
- Contractor's Office without outside storage
- Contractor's Office with outside storage
- Dance Studio
- Day Care Center
- Discount Store
- Distillery
- Drug Store (Pharmacy)
- Dry Cleaning, Pick Up Station
- Dwelling, "For Sale" Attached
- Dwelling, 'For-Rent'
- Florist, Retail
- Golf, Miniature
- Golf Driving Range
- Grocery Store
- Hardware and Garden Supply Store
- Home Improvement Store
- Home-Elderly, Children, Nursing
- Hotel
- Hospital
- Kennel
- Liquor Store
- Massage Therapy
- Museum and Libraries
- Nail Salon
- Office
- Outdoor Recreational Facilities (Commercial, Playfields)
- Park and Playground
- Pet Grooming
- Pet Day Care
- Public Building
- Radio, TV, Transmitter, Studio
- Recreation Facilities, Indoor
- Restaurant
- Restaurant w/Drive-thru window
- Retail Establishment
- Retail Establishment (Mixed Sales)
- School, Academic
- School, Commercial (Beauty, Business)
- Shop or Studio, Craftsman/Artist
- Spa Services
- Special Event Facility
- Theater, Cinema



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TORTI GALLAS + PARTNERS TRADEMARK NEW YORK LIFE studioOutside Kimley»Horn

REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

EXHIBIT B

DENSITY TABLE

North Point Mixed-Use Redevelopment - Allowable Density Chart

	Allowed Use	Base Quantity	Multiplier	Trips		MF	TH	Hotel	Office	Retail	Restaurant
						10	7.5	5	5000	1500	500
Totals	Restaurant	71,140	500	142.3		1,423	1,067	711	711,400	213,420	71,140
	Retail	244,560	1500	163.0		1,630	1,223	815	815,200	244,560	81,520
	Office	120,000	5000	24.0		240	180	120	120,000	36,000	12,000
	Hotel	150	5	30.0		300	225	150	150,000	45,000	15,000
	Residential - For Sale	36	7.5	4.8		48	36	24	24,000	7,200	2,400
	Residential - For Rent	900	10	90.0		900	675	450	450,000	135,000	45,000
		Total Trips of Base Quantity:		**454.1**							

Note 1: Each allowed use's density may be increased, decreased or exchanged for density of another allowed use as long as the traffic trips generated does not exceed the trips generated by the total of the Base Quantity.

Note 2: No more than 900 For-Rent units are allowed.

EXHIBIT C

VARIANCES

1. Building Height Variance (UDC Sec 2.10.3.D). See Zoning Site Plan for specific information.

2. Encroachment into the GA 400 120' Buffer for the MARTA BRT R/W acquisition and the multi-use trail.

3. Conditional use to increase Multifamily Residential density from 8 unit/acre to 10.8 units/acre (UDC Sec 2.10.2.B.3.C).

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: North Point Mixed-Use Redevelopment

Contact Name: Weston Graves Telephone: 817.810.5319

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.

See attached list. We will contact them immediately to schedule an informational meeting.

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- [x] Letter
- [ ] Personal Visits
- [x] Telephone
- [x] Group Meeting
- [x] 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.

At public meeting(s) or by reaching out to Weston Graves or the mall General Manager, Nick Nicolosi. An email address will be provided.

Attachment to Citizen Participation Form A

Neighborhoods & Associations

- Creekside at Westwood
- Emblem Alpharetta
- Atria North Point
- Encore Walk
- Echo at North Point Center
- Ashton Woods by Serenade
- Overture at Encore
- Westside Villas
- Avana North Point Apartments
- Alpha Loop Foundation
- Alpharetta Business Association
- Alpharetta Convention & Visitors Bureau
- Arts Alpharetta
- Bike Alpharetta
- Greater North Fulton Chamber of Commerce
- North Fulton CID

Property owners within 500 Feet

.

- DILLARD DEPARTMENT STORES INC
- VON MAUR INC.
- BRI 1870 NORTH POINT LLC
- ALPHA Z-BOY PARTNERS, LLC
- BRE LQ Properties LLC
- HOLLYWOOD CAMARILLO PARTNERS L P
- HUBERT PROP LLLP
- RIPON MAIN ASSOCIATES L P
- SUN TRUST BANK AT
- PALM J LLC
- SWANN INVESTMENTS LP
- COLE CP ALPHARETTA GA LLC
- HPTMI II PROPERTIES TRUST
- BRE LQ PROPERTIES LLC
- BP NORTHPOINT LLC
- GM NORTH POINT TWO LLC
- BRE LQ PROPERTIES LLC
- VILLAGE CREATIVE LABS PARTNERS L P
- GRBK NORTH POINT LLC
- ANSLEY INVESTMENT PARTNERS L P
- D & D INVESTMENT ASSOCIATES LLLP
- NPMC RETAIL LC
- DAYTON HUDSON CORP
- BLUE VENTURES LLC

Code Enforcement

AlphaGIS Administrator
The City of Alpharetta

View Full Details

Dataset
Feature Layer

August 11, 2021
Info Updated

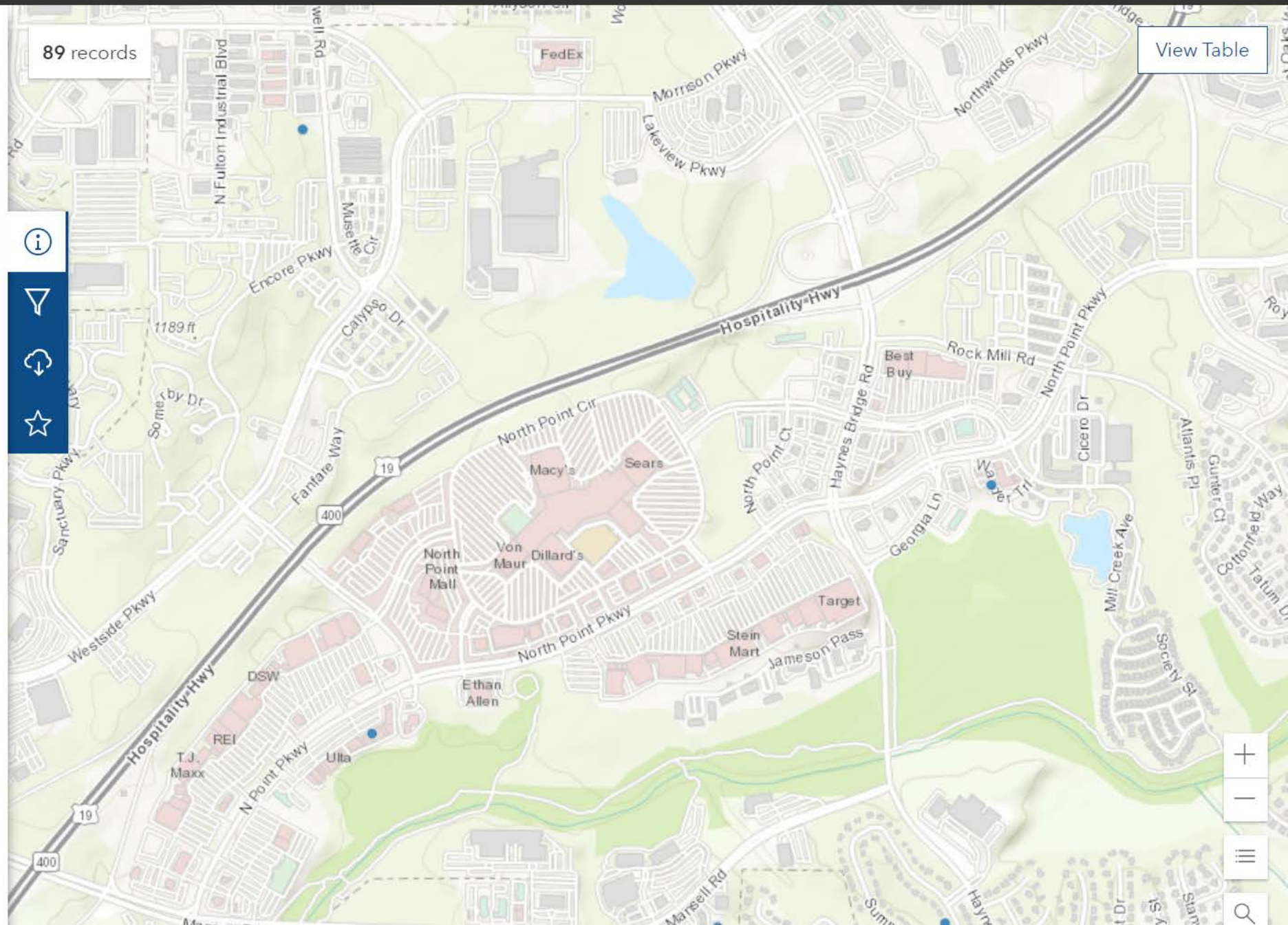
August 11, 2021
Data Updated

June 21, 2018
Published Date

89 Records
View data table

Public
Anyone can see this content

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2106790
Owner	NORTH POINT MALL L P
Parcel ID	12 -2600-0700-012-3

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$18,485.56	$18,485.56	$0.00	$0.00	$0.00
TOTAL		$18,485.56	$18,485.56	$0.00	$0.00	$0.00

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2106872
Owner	G G P NORTH POINT INC
Parcel ID	12 -2601-0700-001-5

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$178.26	$178.26	$0.00	$0.00	$0.00
TOTAL		$178.26	$178.26	$0.00	$0.00	$0.00

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2106884
Owner	GGP NORTH POINT LAND L L C
Parcel ID	12 -2610-0688-035-8

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$21,349.76	$21,349.76	$0.00	$0.00	$0.00
TOTAL		$21,349.76	$21,349.76	$0.00	$0.00	$0.00

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Real Estate

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As of	2/24/2022
Bill Year	2021
Bill	2106885
Owner	G G P NORTH POINT INC
Parcel ID	12 -2610-0688-044-0

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$264,500.00	$264,500.50	($0.50)	$0.00	($0.50)
TOTAL		$264,500.00	$264,500.50	($0.50)	$0.00	($0.50)

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2107476
Owner	SEARS
Parcel ID	12 -2720-0743-041-6

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$11,209.51	$11,209.51	$0.00	$0.00	$0.00
TOTAL		$11,209.51	$11,209.51	$0.00	$0.00	$0.00

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2107501
Owner	G G P NORTH POINT INC
Parcel ID	12 -2730-0742-039-9

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$12,375.84	$12,375.84	$0.00	$0.00	$0.00
TOTAL		$12,375.84	$12,375.84	$0.00	$0.00	$0.00

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Real Estate

View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2107504
Owner	G G P NORTH POINT INC
Parcel ID	12 -2730-0742-043-1

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$9,419.65	$9,419.65	$0.00	$0.00	$0.00
TOTAL		$9,419.65	$9,419.65	$0.00	$0.00	$0.00

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Real Estate

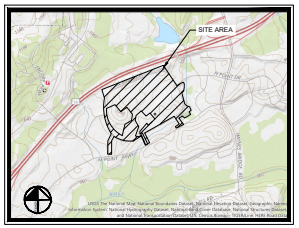
View Bill View bill image

As of	2/24/2022
Bill Year	2021
Bill	2107477
Owner	G G P NORTH POINT INC
Parcel ID	12 -2720-0743-043-2

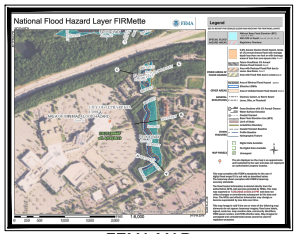
View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2021	$6,210.00	$6,210.00	$0.00	$0.00	$0.00
TOTAL		$6,210.00	$6,210.00	$0.00	$0.00	$0.00

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VICINITY MAP
N.T.S



FEMA MAP

THE PROJECT SITE DOES LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0066F DATED 09/18/2013

OPEN SPACE LEGEND

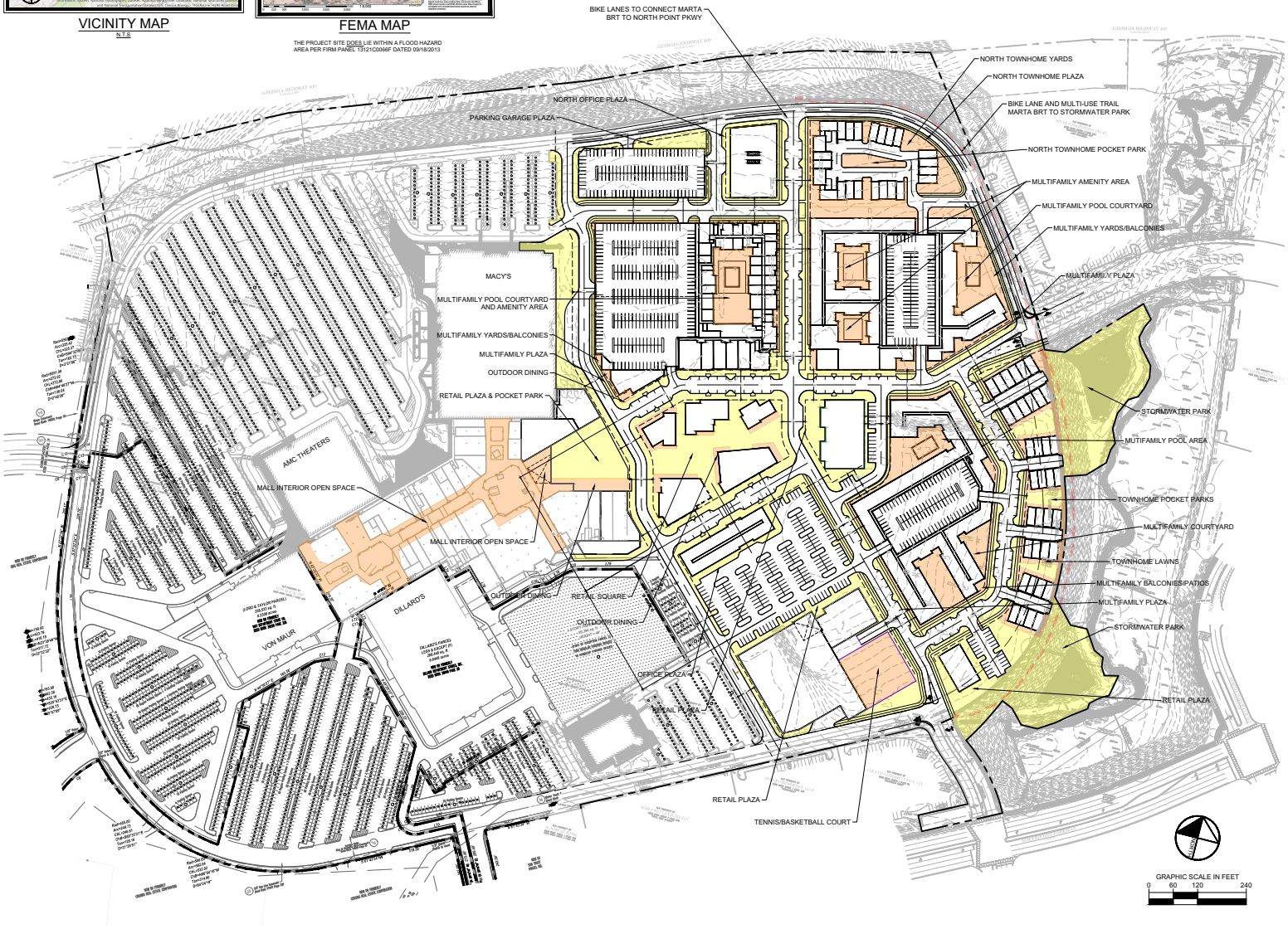
- CIVIC SPACE
- AMENITY SPACE

STORMWATER NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS (PERVIOUS PAVING, INFILTRATION FIELDS, BIORETENTION AREAS, OR OTHER COMPONENTS) PROVIDING RUNOFF REDUCTION (IF INFILTRATION RATES ALLOW), CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION PER THE CODE REQUIREMENTS. DETENTION SHALL BE PROVIDED WITHIN A CONCRETE VAULT BENEATH THE PARKING DECK.

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:

Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	653,700 SF
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED RESTAURANT	71,140 SF
PROPOSED RETAIL	244,560 SF
OFFICE	120,000 SF
MULTIFAMILY	900 UNITS
TOWNHOMES	36 UNITS
HOTEL	150 KEYS

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

PARKING SUMMARY:

Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**5,074 SPACES** (TOTAL)
REMAINING MALL AREA	1,831 SPACES (1 / 285 SF*0.80)
RETAIL (244,560 SF)	783 SPACES (1 / 250 SF*0.80)
RESTAURANT (71,140 SF)	570 SPACES (1 / 100 SF*0.80)
OFFICE (180,000 SF)	576 SPACES (1 / 250 SF*0.80)
MULTIFAMILY (900 UNITS)	1,116 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (36 UNITS) (ASSUMES ALL 2 BEDROOM TOWNHOMES)	72 SPACES (2 / UNIT)
HOTEL (150 KEYS)	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**6,188 SPACES** (TOTAL)
REMAINING SURFACE PARKING	3,123 SPACES
EXISTING PARKING DECK	1,175 SPACES
MULTIFAMILY PARKING DECKS	1,200 SPACES
TOWNHOMES	120 SPACES
SURFACE PARKING	170 SPACES
ON STREET PARKING	100 SPACES

OPEN SPACE REQUIREMENTS

CIVIL SPACE:	**10.71 ACRES** (12.8% SITE AREA)
AMENITY SPACE:	**4.18 ACRES** (5% SITE AREA)

PROPOSED OPEN SPACE

CIVIC SPACE:	**10.85 ACRES** (472,565 SF)
SQUARE	1.20 ACRES (52,225 SF)
PLAZA	5.52 ACRES (240,360 SF)
POCKET PARKS	1.28 ACRES (55,730 SF)
PARK	2.49 ACRES (108,250 SF)
MULTI-USE TRAILS	0.37 ACRES (16,000 SF)
AMENITY SPACE:	**6.98 ACRES** (304,140 SF)
OUTDOOR DINING	0.33 ACRES (14,240 SF)
PATIOS AND PORCHES	0.24 ACRES (10,650 SF)
YARDS AND LAWNS	1.38 ACRES (60,300 SF)
ENHANCE HARDSCAPE	3.51 ACRES (153,050 SF)
BALCONIES	0.16 ACRES (6,800 SF)
POOL AREA	0.91 ACRES (39,500 SF)
SPORTS COURTS	0.45 ACRES (19,800 SF)

VARIANCES:

Note: An asterisk (*) in the notes above denotes a variance is required

1. BUILDING HEIGHT VARIANCE (UDC SEC 2.10.3.D).
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. CONDITIONAL USE TO INCREASE MULTIFAMILY RESIDENTIAL DENSITY FROM 8 UNIT/ACRE TO 10.8 UNITS/ACRE (UDC SEC 2.10.2.B.3.C).

PREPARED BY
Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE (770) 619-4280
WWW.KIMLEY-HORN.COM

PREPARED FOR
TRADEMARK PROPERTY COMPANY
1701 RIVER RUN SUITE 800
FORT WORTH, TX 76107
PHONE: 817-810-5319

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
PROJECT ECO
6000 NORTH POINT CIRCLE, ALPHARETTA, GA 30022

GEORGIA REGISTERED PROFESSIONAL ENGINEER JON TYLER ROSSER 01/28/2022

GBWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO.	014555000

TITLE
ZONING SITE PLAN

SHEET NUMBER
ZP-01

Drawing name: K:\ATL_Civil\014555000_NPM Project Eco\CAD\Exhibits\2022-02-28 Zoning Site Plan\220228_NP-Eco_OpenSpacePlan.dwg ZONING SITE PLAN Mar 01, 2022 - 12:56pm by: tyler.rosser

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NORTH POINT

REZONING APPLICATION EXHIBITS

December 20th, 2021

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NORTH POINT MALL

REPOSITIONING MASTER PLAN
A VISION FOR THE FUTURE

1.1

NORTH POINT MALL

A UNIQUE DESTINATION IN ALPHARETTA

NORTH POINT TODAY

ALPHARETTA'S REGIONAL MALL

While newer retail mixed-use properties like Avalon and Alpharetta City Center have become strong drivers for the City, and have garnered national attention, they also tend to serve a more luxury oriented customer.

NORTH POINT MALL REMAINS POPULAR WITH FAMILIES AND IS MORE WELCOMING FOR SHOPPERS ACROSS VARIOUS PRICE-POINTS.

This wider customer base should be celebrated in the mall's transformation; enhancing its ability to serve the needs of the region and local community in unique ways.







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1.2 NORTH POINT OVERLAY

LIVEABLE CENTERS INITIATIVE

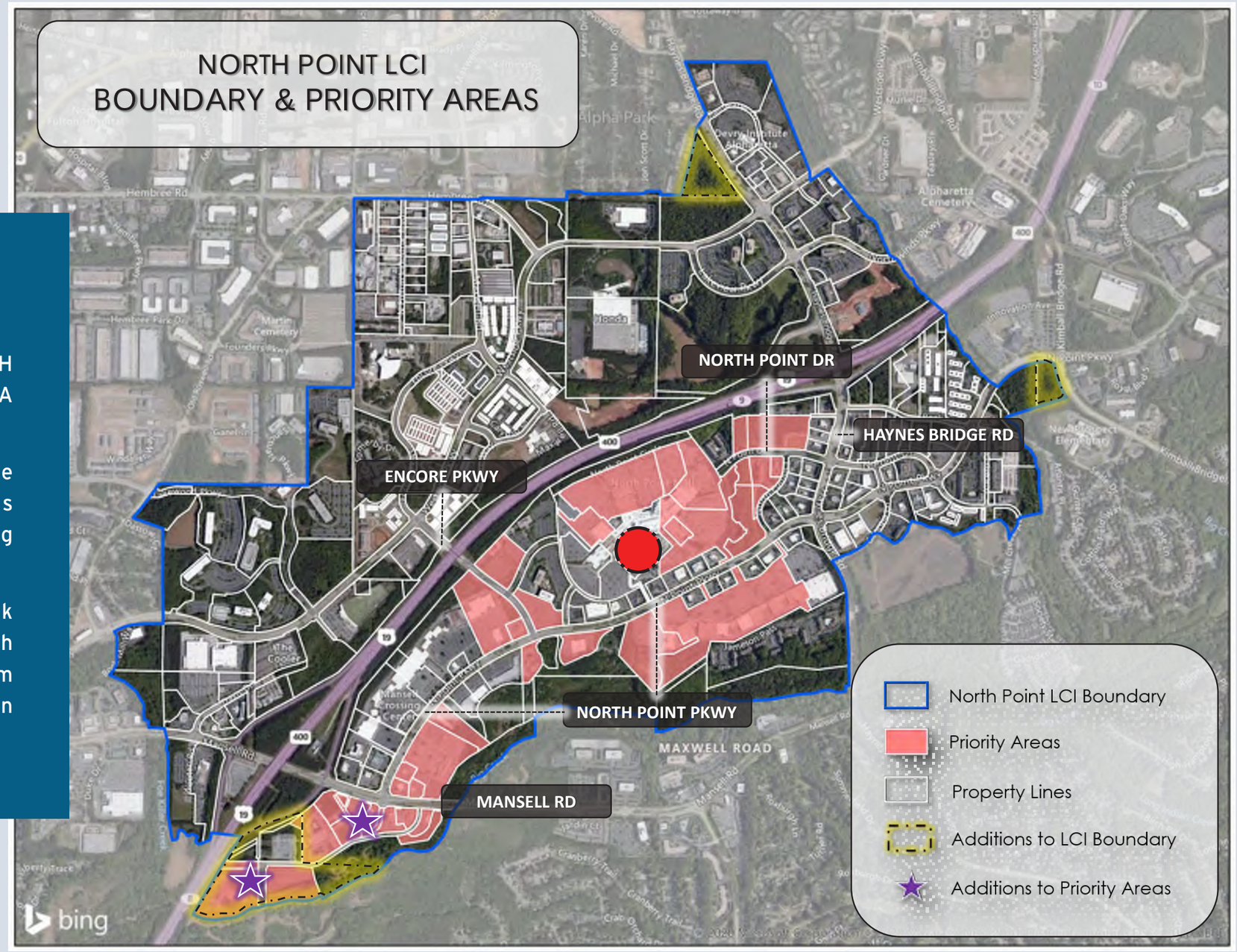
NORTH POINT OVERLAY

NORTH POINT MALL IN CONTEXT

NORTH POINT MALL FALLS WITHIN THE NORTH POINT LCI BOUNDARY SPECIFICALLY WITHIN A PRIORITY AREA.

The priority area named north point park in the LCI concept features a large green space as its focal point and concentrated development filling the under-utilized surface parking.

The concept further introduces a street network with walkable blocks, mixed use buildings with an active ground plane and a general shift from auto-centric retail hub to a walkable destination with a mix of housing, office and retail.



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NORTH POINT OVERLAY

MEETING AND EXCEEDING THE OBJECTIVES*

- CREATE A "PARK ONCE WALK EVERYWHERE" WALKABLE ENVIRONMENT

  -To enjoy a network of green spaces programmed with events and public art.

- INDUCE REDEVELOPMENT OF LARGE AREAS OF SURFACE PARKING

  - To support a grid of new streets lined by street fronting buildings.

- IMPROVE THE AREA'S RETAIL BALANCE

  - To offer a mix of destinations and quality retailers (at a variety of price points) to create a reason to visit both day and night.

*Objectives found on page 8 in North Point Livable Centers Initiative Plan document - City Council Meeting Feb 21 2018







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1.3

MALL PARTIAL DECOMMISSIONING

NORTH POINT MALL

MALL PARTIAL DECOMMISSIONING

PHASE 1 PARTIAL DECOMMISSIONING

Over 500,000 square feet of mall are expected to be demolished as part of the Master Planned Redevelopment. The existing Center Court in front of Macy's will become the new front door of the mall including renovated exterior facades that open out to a vibrant outdoor Event Plaza.

As part of this transformation, significantly reduced mall parking demand frees up land to create a compact mixed-use environment linked by walkable streets as well as an attractive and meaningful public spaces for visitors and residents to enjoy.



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1.4

MASTER PLAN

PHASING + DESIGN APPROACH

MASTER PLAN - PHASE 1

Phase 1 Totals

Retail/ Restaurant/Services
85,200 SF

Retail Anchor
50,000 SF

Food hall
15,000 SF

Entertainment
25,000 SF

Office/ Co-work
25,000 SF

Multi-Family Residential
358,400 SF 1,120 GSF / DU
320 DU 4-5 Levels



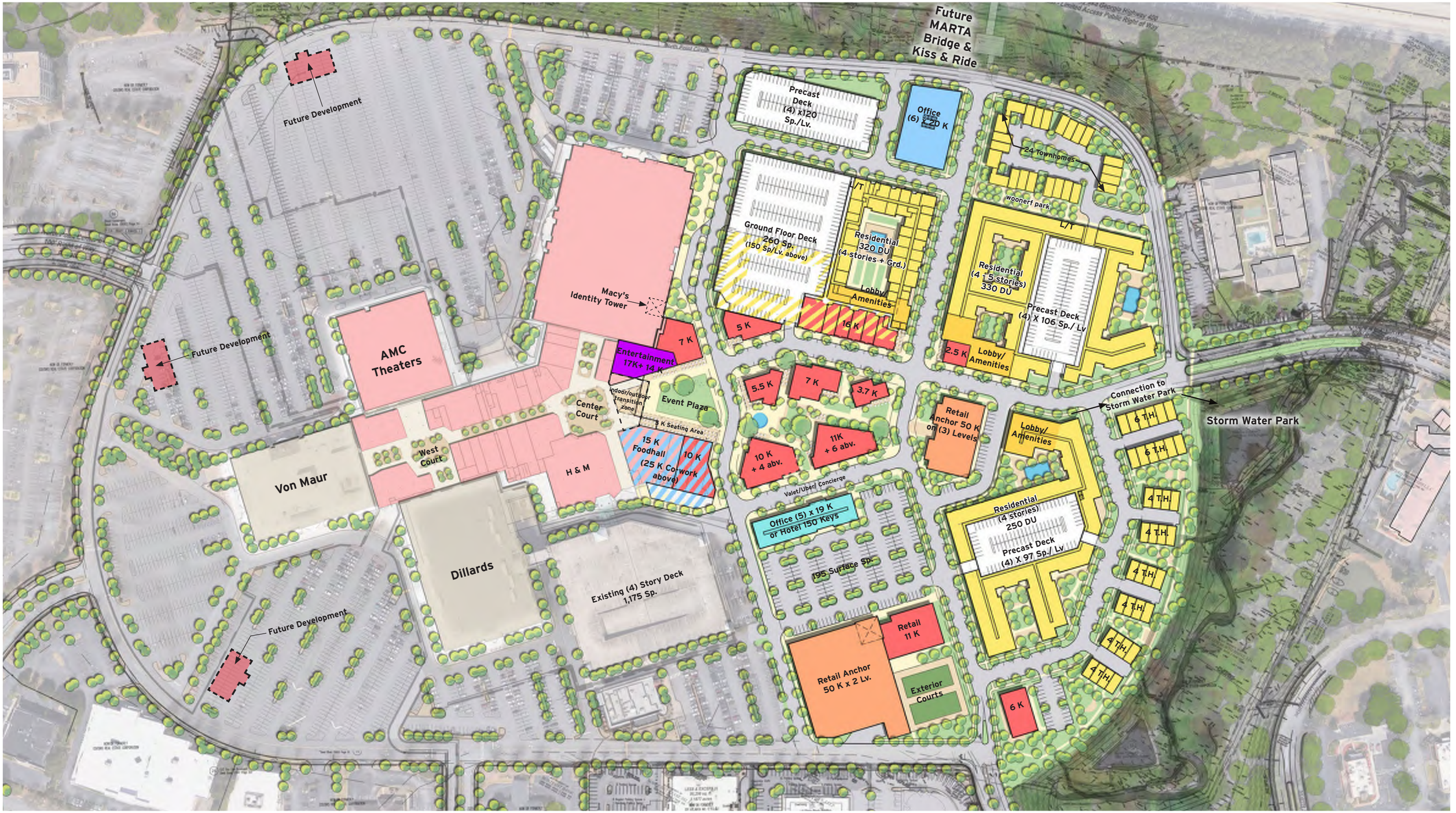
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - FUTURE PHASES ILLUSTRATIVE



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - FUTURE PHASES ILLUSTRATIVE (ALLOWABLE USES)

LIST OF PERMISSABLE USES:

- Amphitheater
- Animal Hospital, Small Animal (Veterinarian)
- Art Galleries
- Athletic Facilities/Fitness Studio
- Auditorium
- Auto Sales and Leasing (Trucks, Vans, Cars,
- and Accessories)
- Bakery
- Bank, Savings and Loan, Mortgage Company
- Barber Shop
- Beauty Shop
- Bed and Breakfast
- Book Store or Stationery
- Boutique Hotel
- Bowling Alley
- Brewery
- Broadcasting Studio (Radio and TV)
- Car Wash (as an amenity to residential)
- Carpet and Rug Sales
- Clinic, Public/Private
- Cigar Bar
- Congregate Housing, Assisted Living Facility
- Contractor's Office without outside storage
- Contractor's Office with outside storage
- Dance Studio
- Day Care Center
- Discount Store
- Distillery
- Drug Store (Pharmacy)
- Dry Cleaning, Pick Up Station
- Dwelling, "For Sale" Attached
- Dwelling, 'For-Rent'
- Florist, Retail
- Golf, Miniature
- Golf Driving Range
- Grocery Store
- Hardware and Garden Supply Store
- Home Improvement Store
- Home-Elderly, Children, Nursing
- Hotel
- Hospital
- Kennel
- Liquor Store
- Massage Therapy
- Museum and Libraries
- Nail Salon
- Office
- Outdoor Recreational Facilities (Commercial, Playfields)
- Park and Playground
- Pet Grooming
- Pet Day Care
- Public Building
- Radio, TV, Transmitter, Studio
- Recreation Facilities, Indoor
- Restaurant
- Restaurant w/Drive-thru window
- Retail Establishment
- Retail Establishment (Mixed Sales)
- School, Academic
- School, Commercial (Beauty, Business)
- Shop or Studio, Craftsman/Artist
- Spa Services
- Special Event Facility
- Theater, Cinema



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

AERIAL CONCEPTUAL VIEW - MALL PARTIAL DEMOLITION



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AERIAL CONCEPTUAL VIEW - (PHASE 1 VERTICAL MASSING & STREETS)

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AERIAL CONCEPTUAL VIEW - (PHASE 2 MASSING ADDED - ILLUSTRATIVE)



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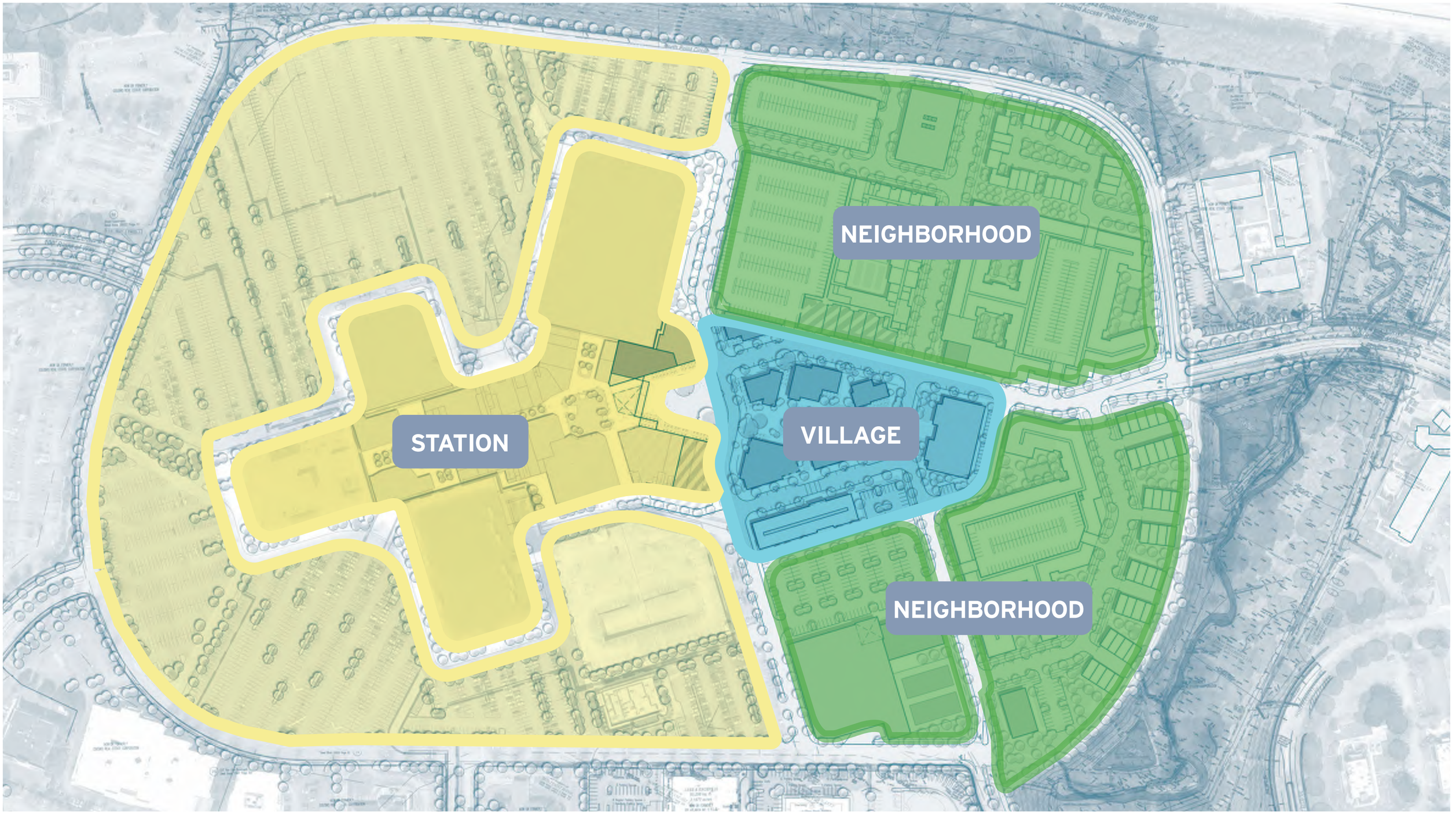
AERIAL CONCEPTUAL VIEW - (PHASE 3 MASSING ADDED - ILLUSTRATIVE)



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MASTER PLAN - URBAN DESIGN - PLACE ZONES



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

PLACE PILLARS



NEIGHBORHOOD

WALKABLE, PERSONAL

AND WELCOMING COMMUNITY



VILLAGE

FUN, VERDANT AND

FULL OF SOCIAL ACTIVITY



STATION

EVENTFUL, WHIMSICAL AND

VIBRANT COMMERCIAL HUB

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NEIGHBORHOOD ENVIRONMENT
COMMUNITY DRIVEN PLACES















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VILLAGE ENVIRONMENT
LAYERED AND CURATED SPACES















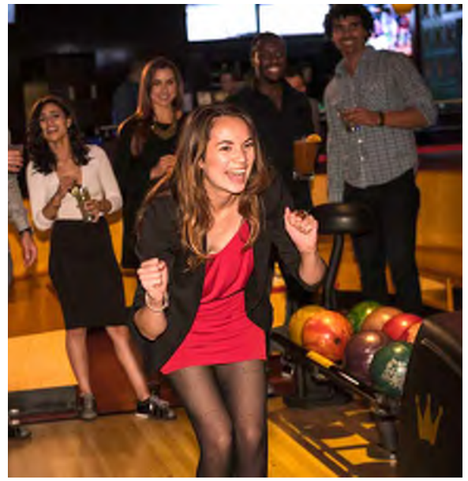


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STATION ENVIRONMENT
EVENTFUL AND ECLECTIC HUB

















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2

STREETSCAPE + OPEN SPACE

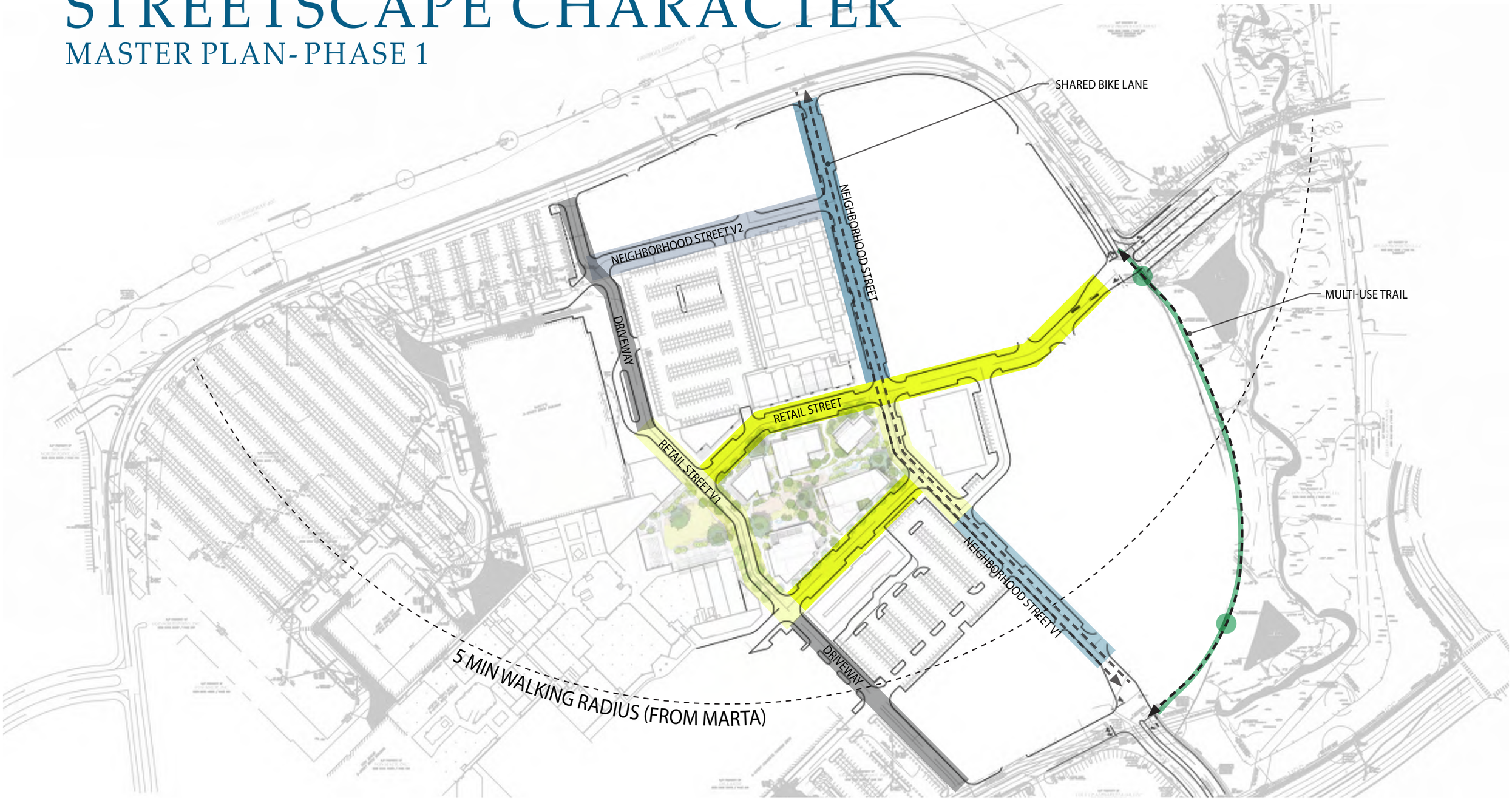
2.1

STREET TYPES + TRAILS

STREETSCAPE + OPEN SPACE

STREETSCAPE CHARACTER

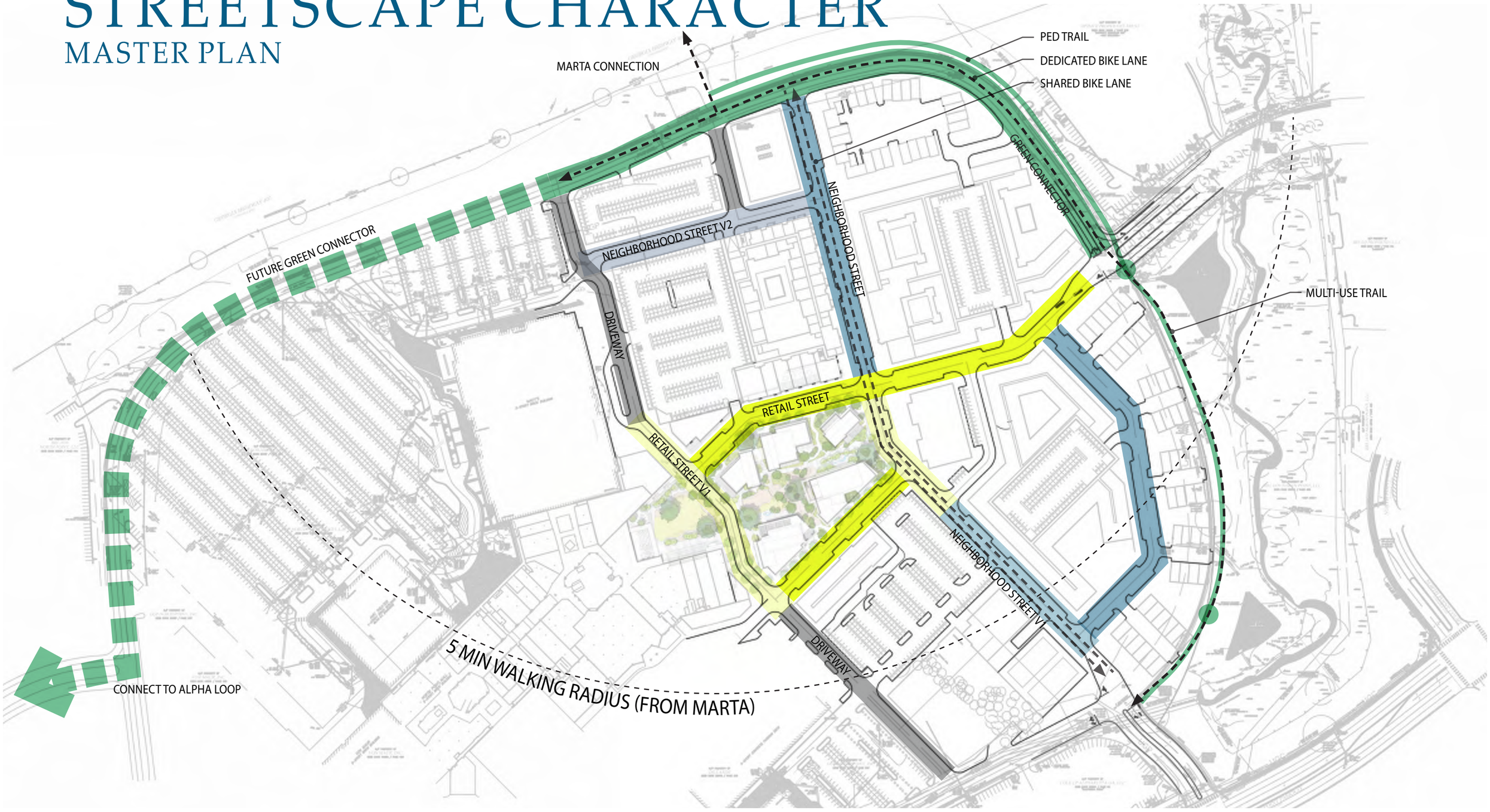
MASTER PLAN- PHASE 1



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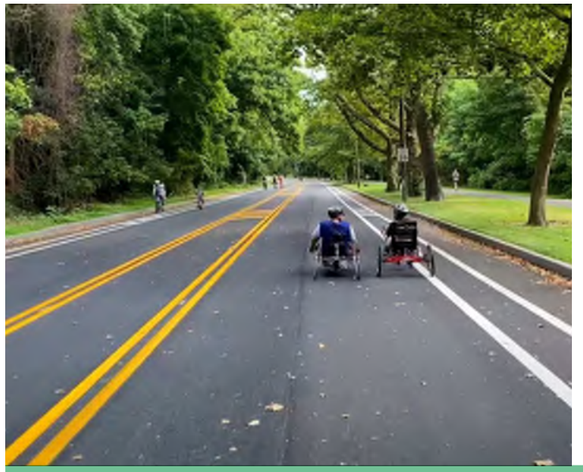
STREETSCAPE CHARACTER
MASTER PLAN



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STREETSCAPE CHARACTER
STREET TYPES





GREEN CONNECTOR





NEIGHBORHOOD STREET







RETAIL CORE

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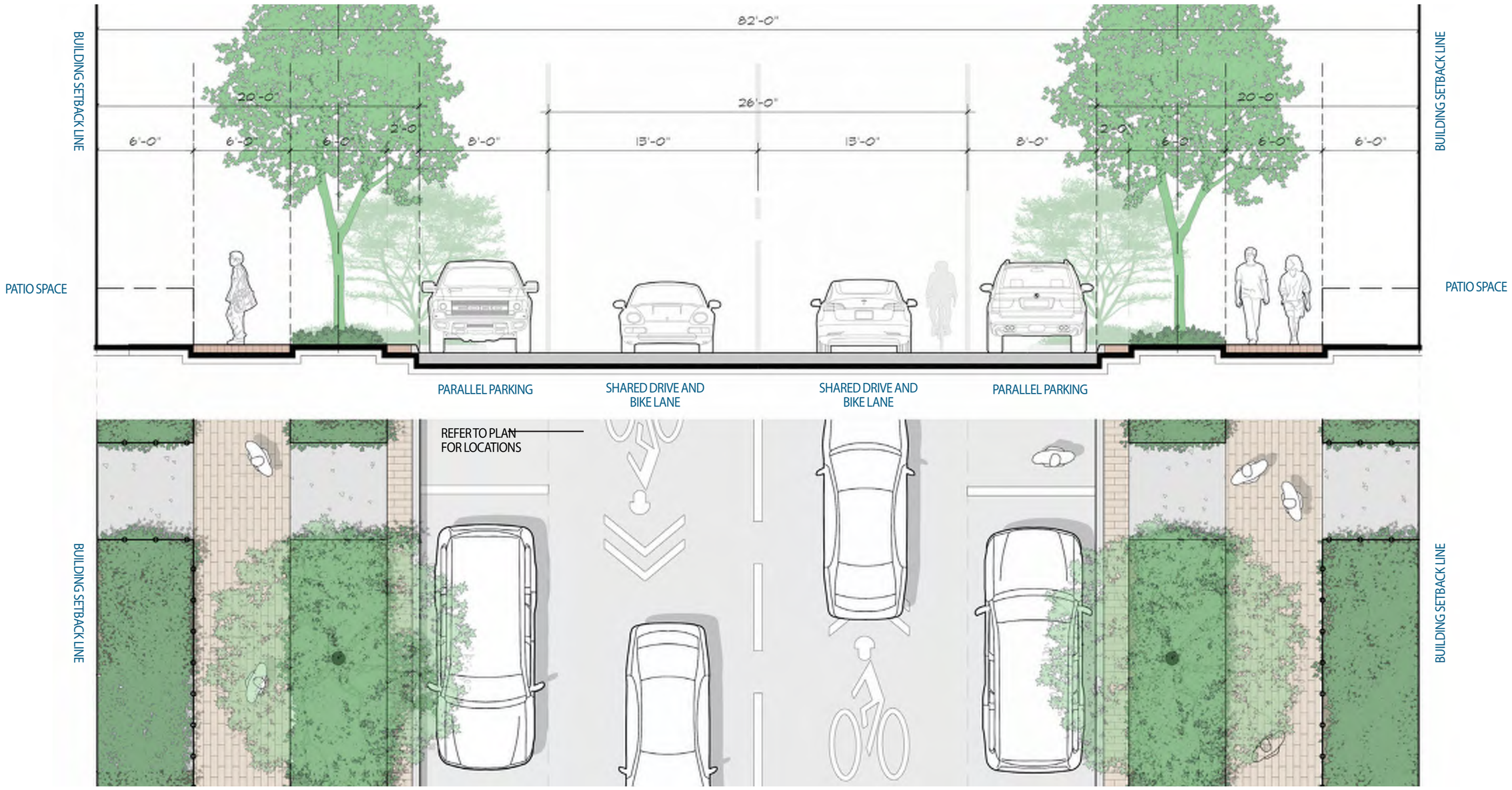
2.2

STREET SECTIONS

STREETSCAPE + OPEN SPACE

STREETSCAPE CHARACTER

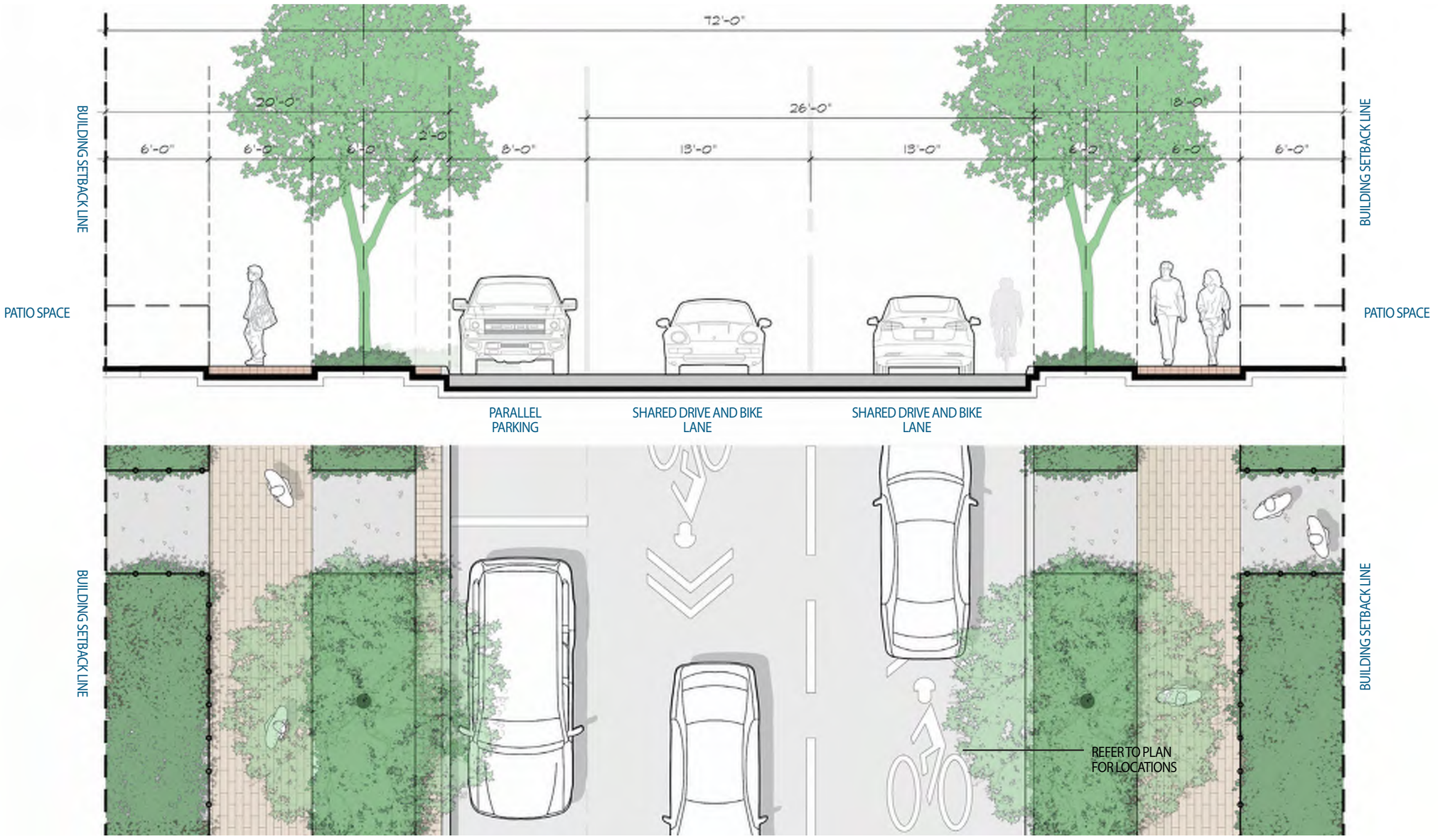
STREET TYPES - NEIGHBORHOOD STREET



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STREETSCAPE CHARACTER

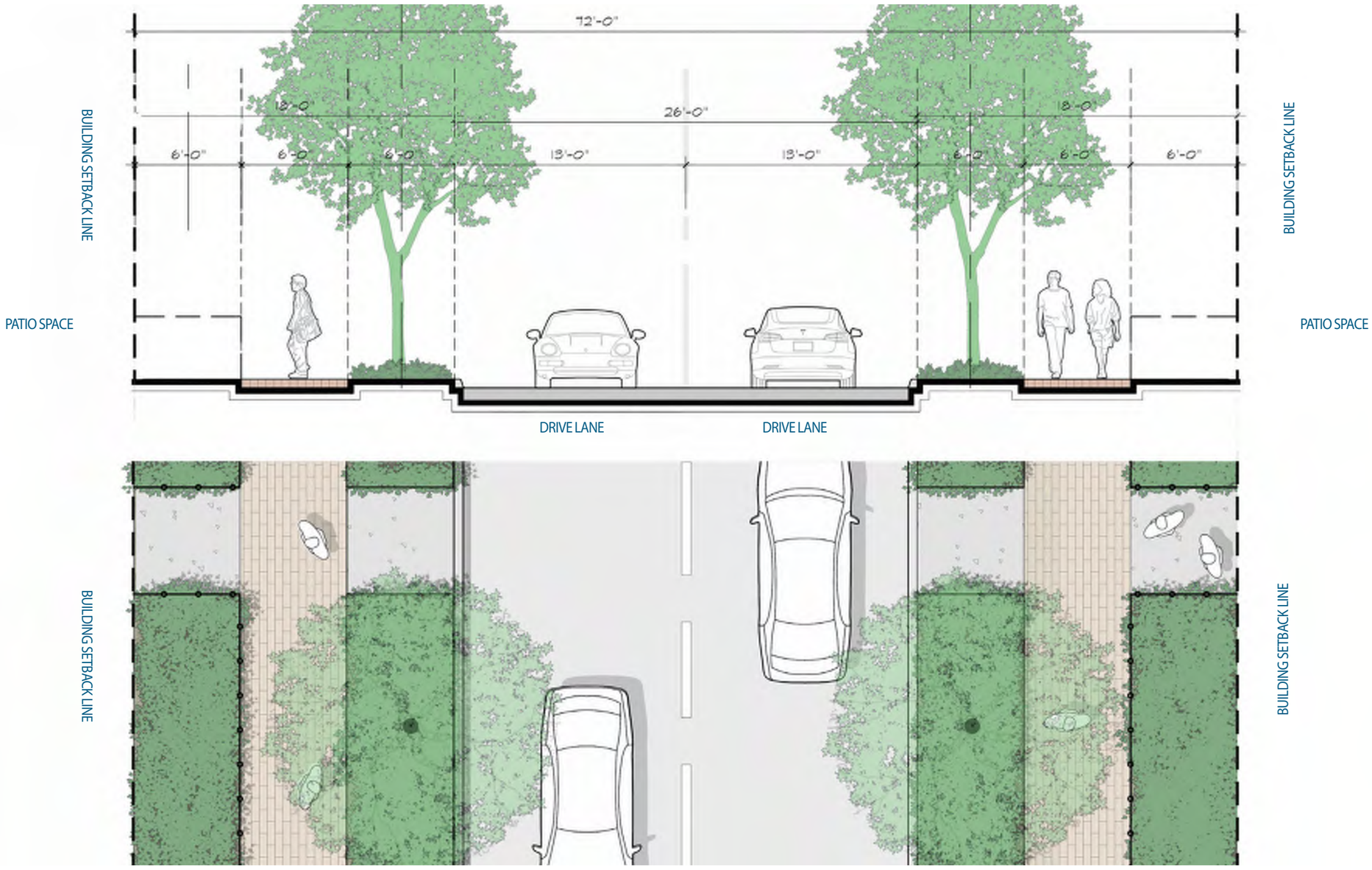
STREET TYPES - NEIGHBORHOOD STREET V1



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STREETSCAPE CHARACTER

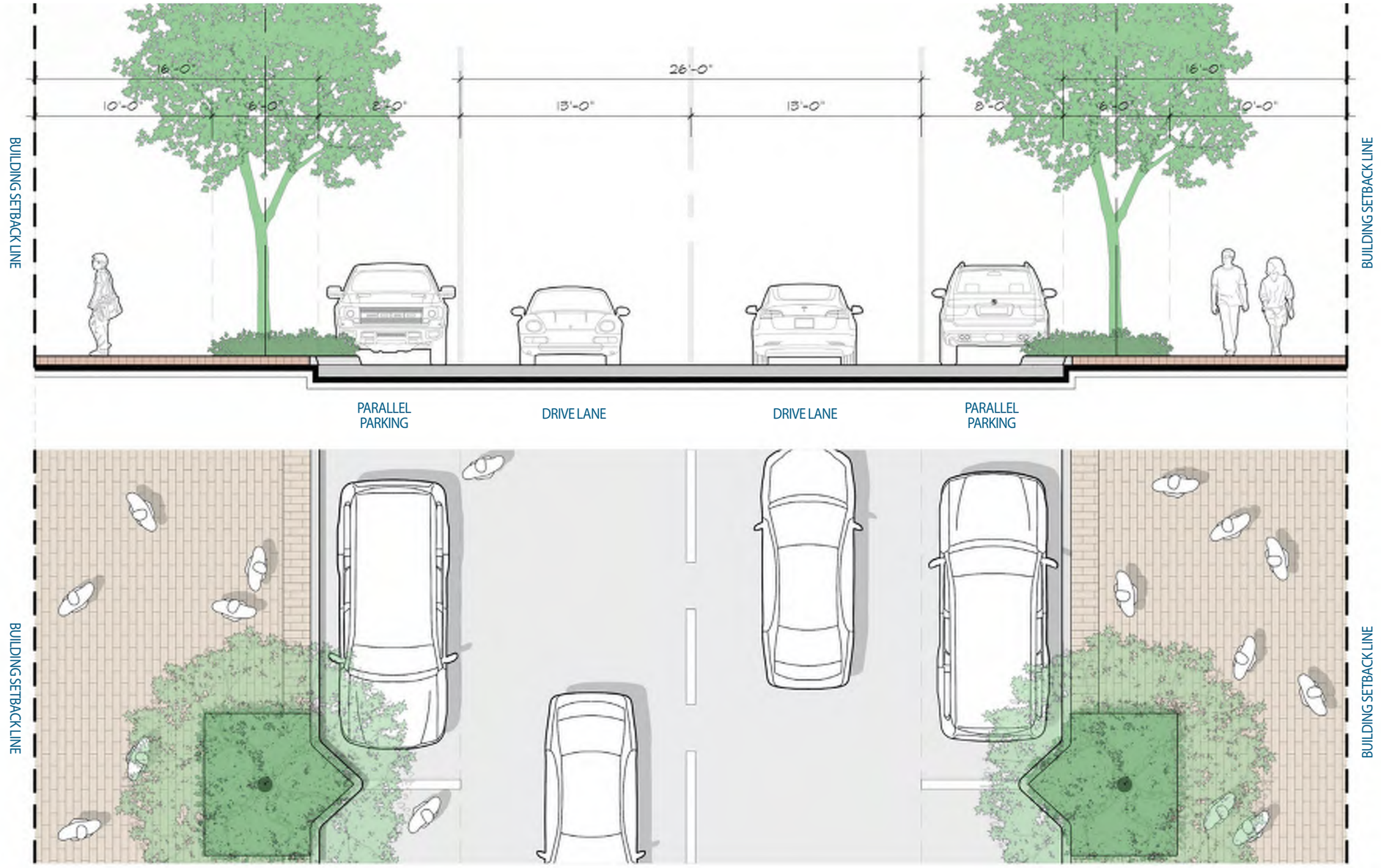
STREET TYPES - NEIGHBORHOOD STREET V2



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STREETSCAPE CHARACTER

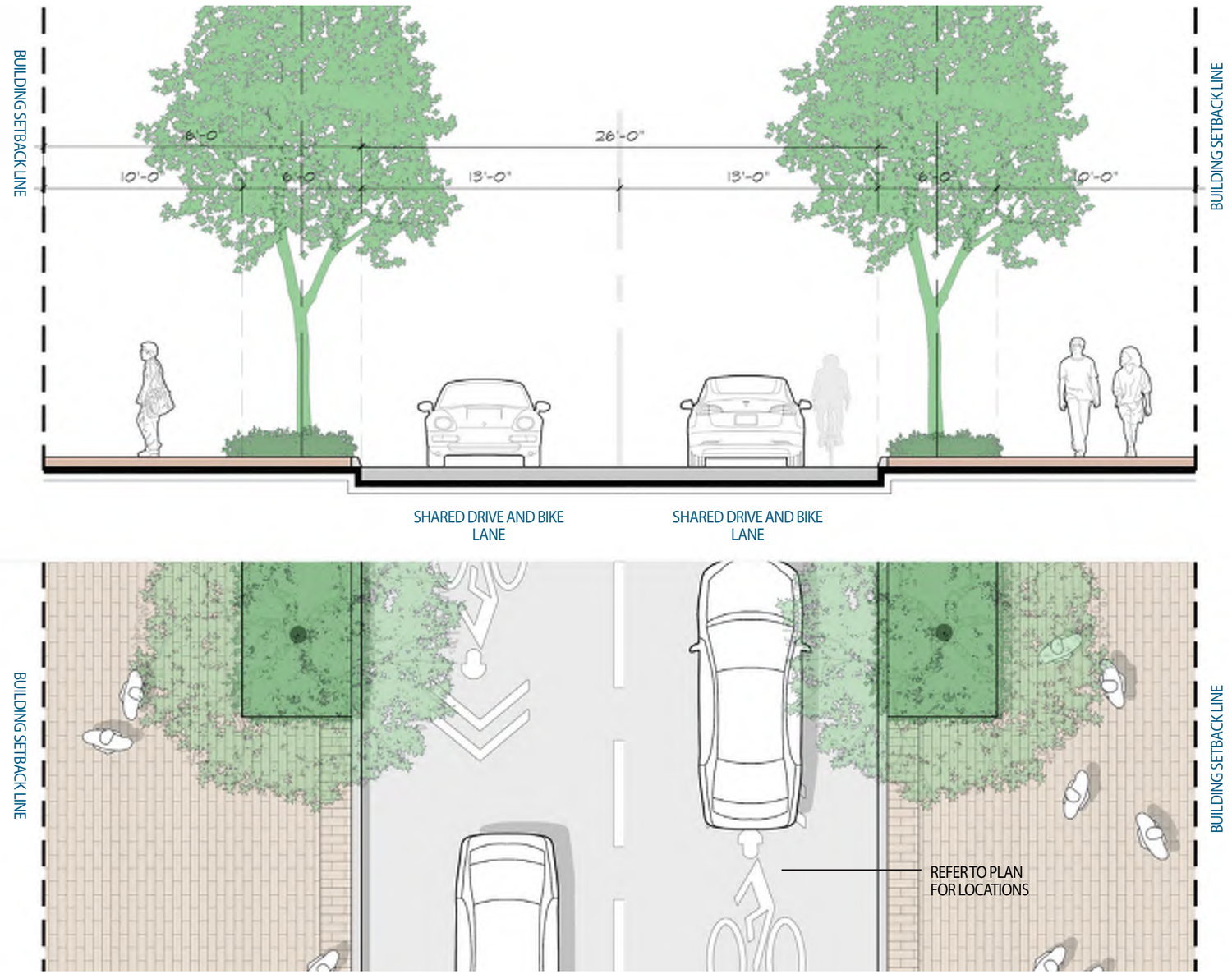
STREET TYPES - RETAIL STREET



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STREETSCAPE CHARACTER

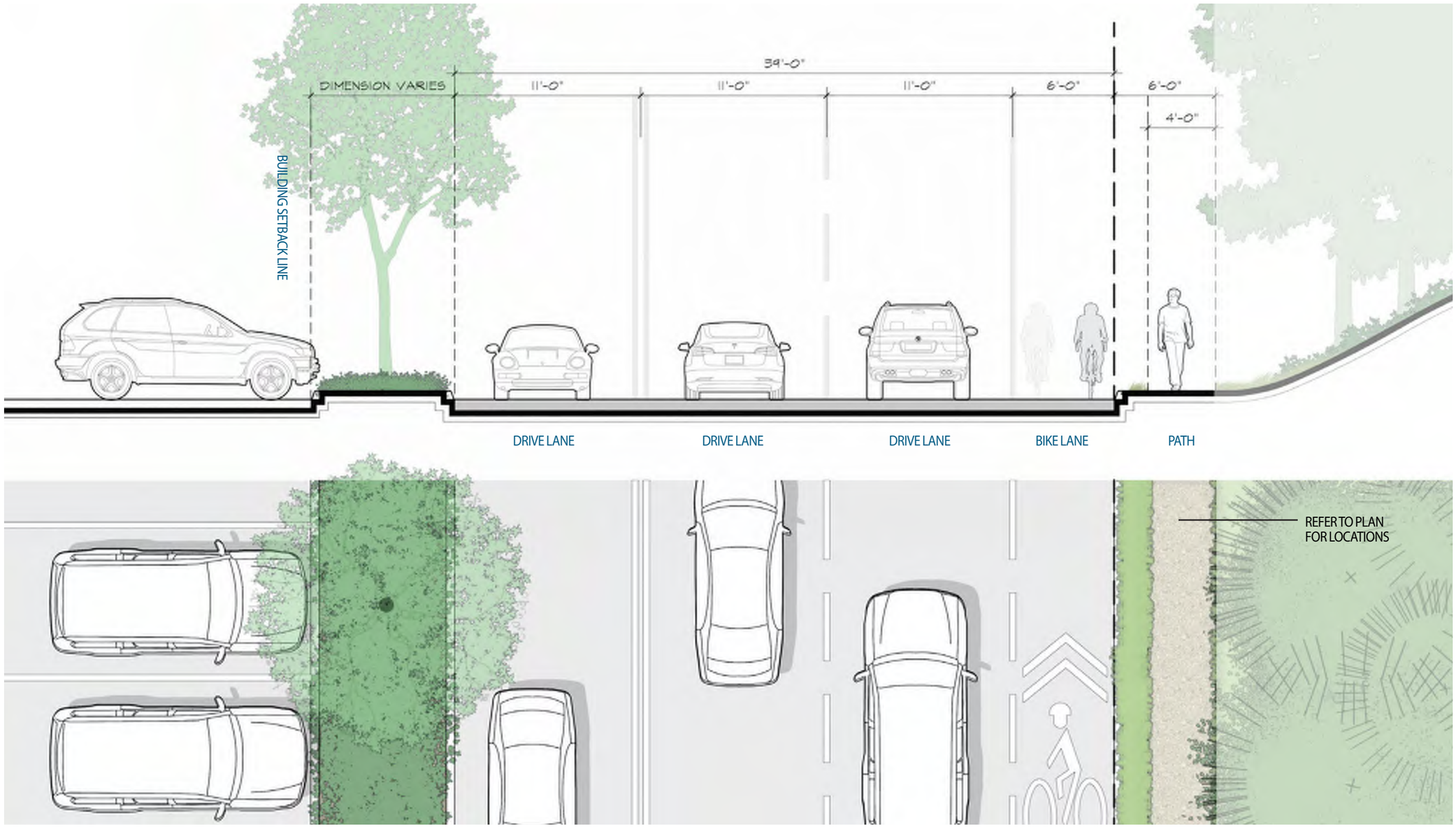
STREET TYPES - RETAIL STREET V1



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STREETSCAPE CHARACTER

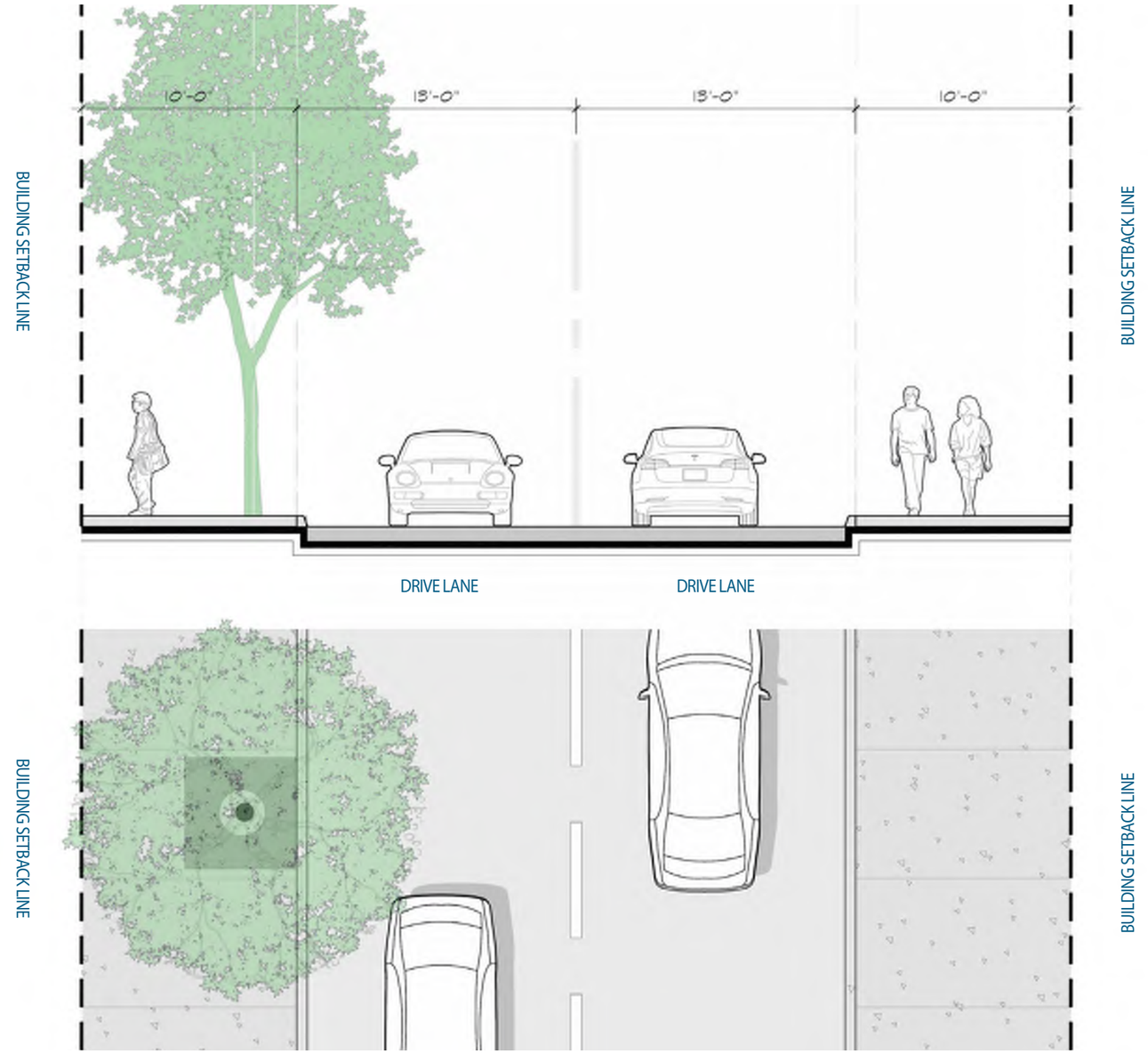
STREET TYPES - GREEN CONNECTOR STREET



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STREETSCAPE CHARACTER

STREET TYPES - DRIVEWAY



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2.3

PUBLIC SPACE ACTIVATION ZONES

STREETSCAPE + OPEN SPACE

OPEN SPACE
ACTIVATION ZONES



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OPEN SPACE

ACTIVATION ZONES



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OPEN SPACE
ACTIVATION ZONES



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ACTIVATION ZONES



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OPEN SPACE
ACTIVATION ZONES



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ACTIVATION ZONES



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OPEN SPACE
ACTIVATION ZONES



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OPEN SPACE

ACTIVATION ZONES - EVENT LAWN FROM STREET



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OPEN SPACE

ACTIVATION ZONES - EVENT LAWN BY DAY



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OPEN SPACE

ACTIVATION ZONES - EVENT LAWN BY NIGHT

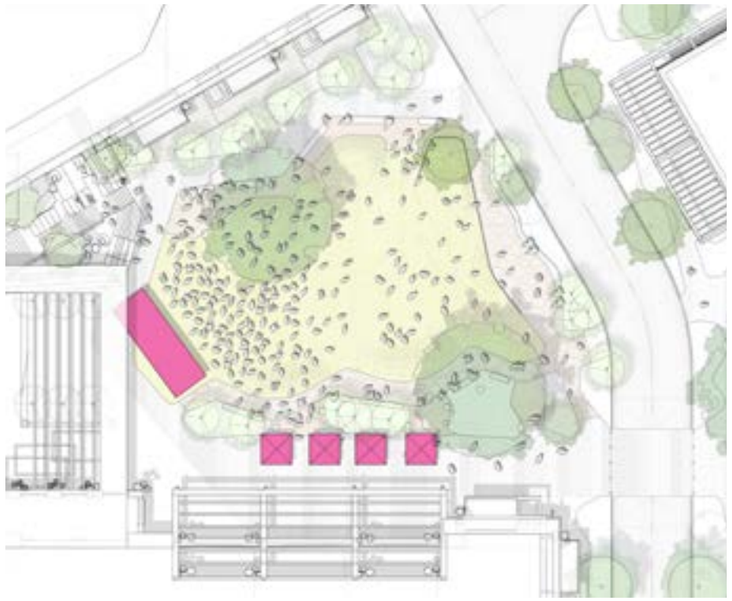


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PROGRAM OPPORTUNITIES

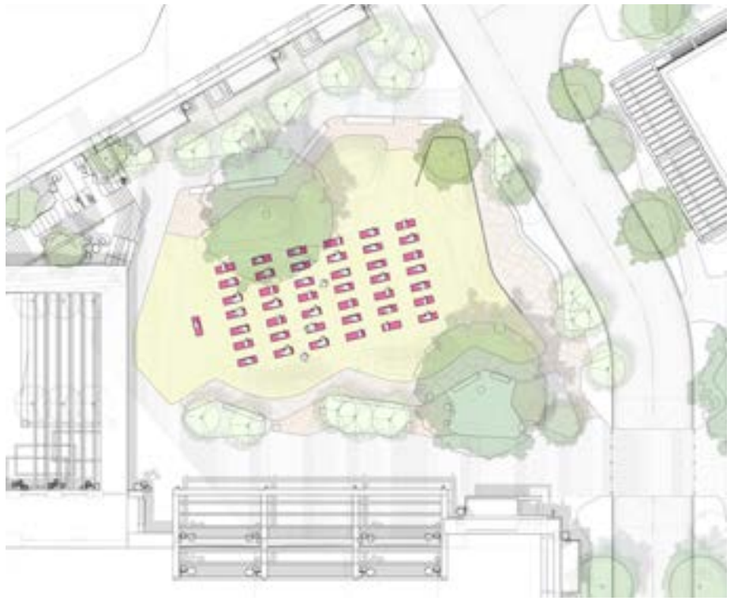
VILLAGE LAWN - **10,500 SF** LAWN AREA



CONCERT - APPROX. **3 SF** PER PERSON ***(3500 PEOPLE)***



MOVIE NIGHT - APPROX. **64 SF** PER 2 PERSONS ***(328 PEOPLE)***



YOGA - APPROX. **80 SF** PER PERSON ***(131 PEOPLE)***



ART FAIR



OKTOBERFEST

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OPEN SPACE
ACTIVATION ZONES - VILLAGE ENVIRONMENT



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2.4

STORM WATER PARK

STREETSCAPE + OPEN SPACE

STORM WATER PARK

TRAIL + OVERLOOK







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2.5

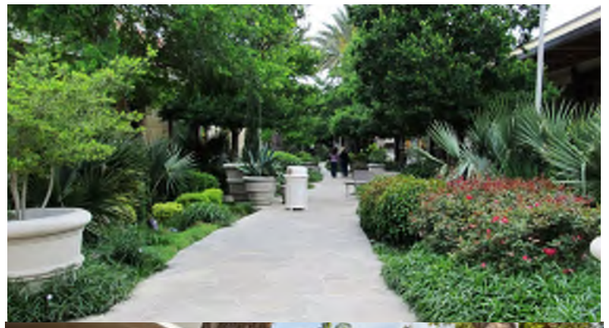
DESIGN APPROACH + PLANTING PALETTE

STREETSCAPE + OPEN SPACE

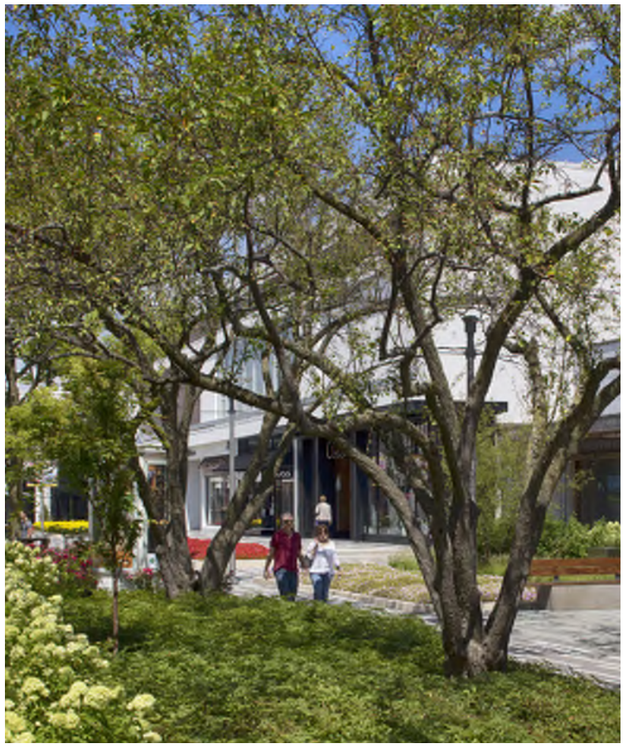
PLANTING PALLETTE

CHARACTER IMAGERY





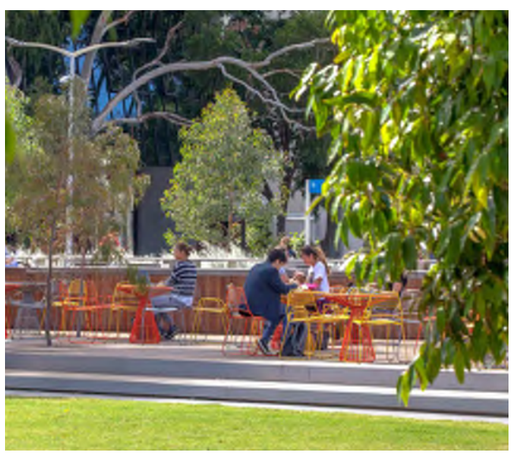










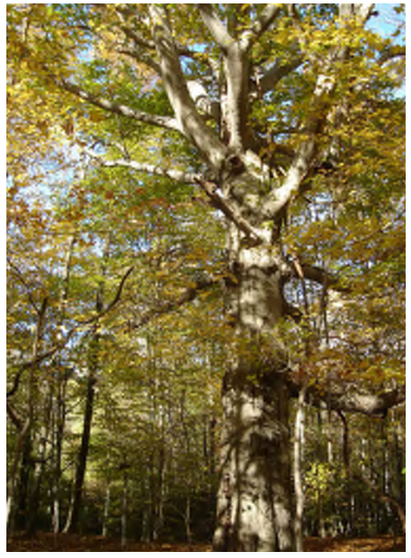


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PLANTING PALLETTE

TREE TYPES



AMERICAN BEECH



SOUTHERN LIVE OAK



LOBLOLLY PINE



DEODAR CEDAR



SWEET GUM



WILLOW OAK



AMERICAN SYCAMORE



GINKGO



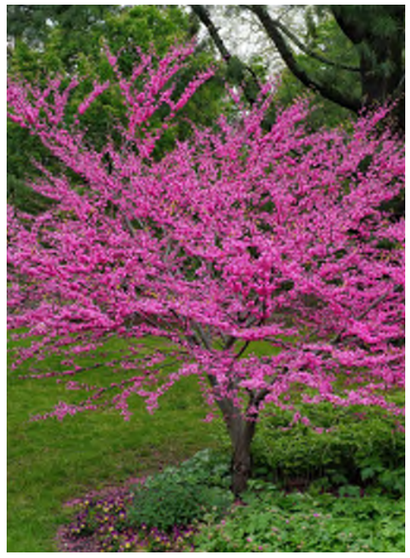
SWEETBAY MAGNOLIA



WHITE FRINGE TREE



DD BLANCHARD SOUTHERN MAG.



EASTERN REDBUD

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3

ECODISTRICT STRATEGY

ECODISTRICT STRATEGY SUMMARY

EACH ZONE WILL MEET OR EXCEED THE POINT TOTAL REQUIRED BY THE UDC SECTION 2.10 - NORTH POINT OVERLAY. EXCESS POINTS IN ANY ZONE MAY BE APPLIED TO FUTURE ZONES.

ESTIMATE ECODISTRICT POINT ACHIEVEMENT

ZONE 1

- NATIONAL GREEN BUILDING STANDARD (MF BUILDING)
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 2

- NATIONAL GREEN BUILDING STANDARD (MF BUILDING)
- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 3

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

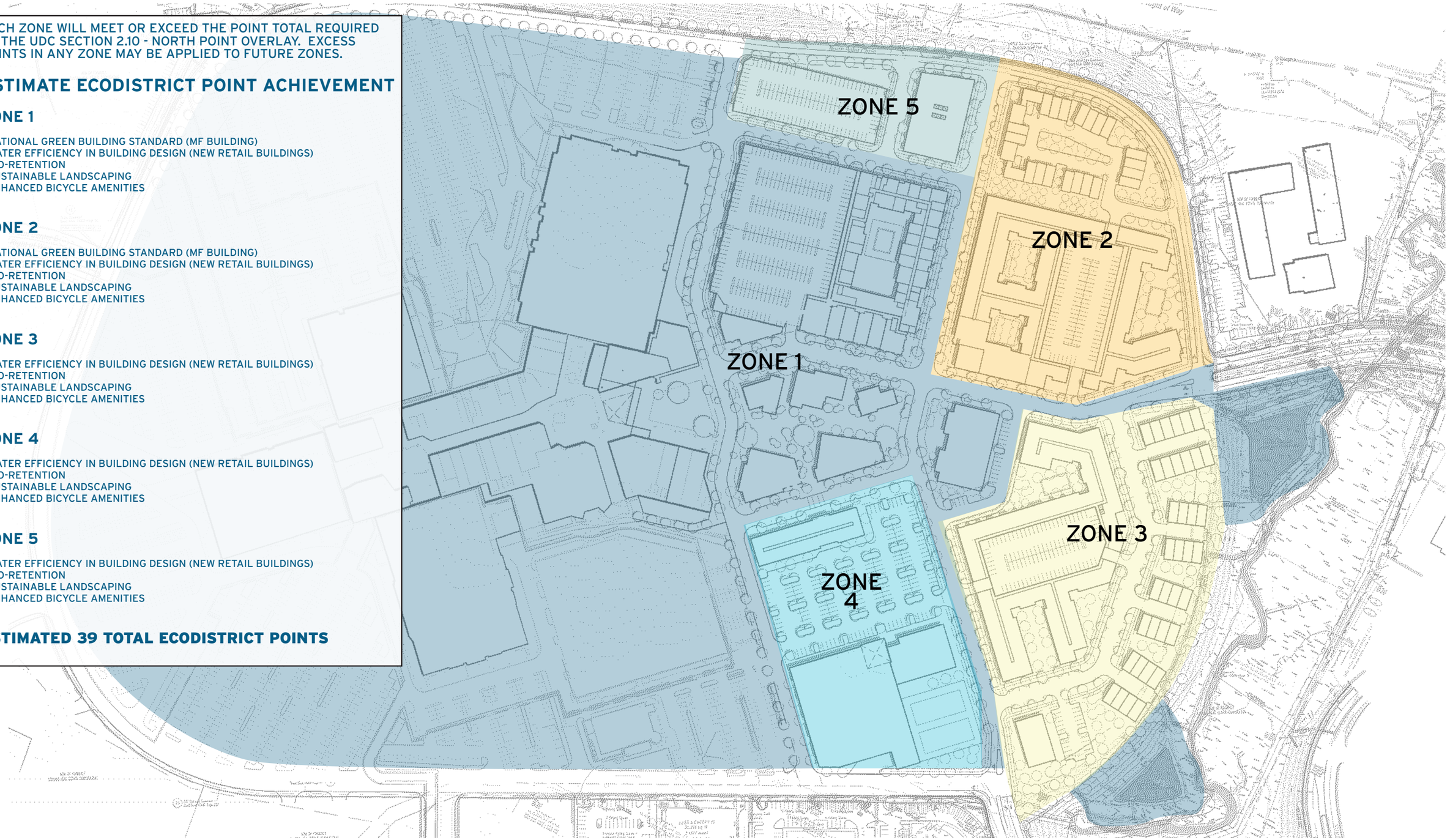
ZONE 4

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ZONE 5

- WATER EFFICIENCY IN BUILDING DESIGN (NEW RETAIL BUILDINGS)
- BIO-RETENTION
- SUSTAINABLE LANDSCAPING
- ENHANCED BICYCLE AMENITIES

ESTIMATED 39 TOTAL ECODISTRICT POINTS



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NORTH POINT MALL - ALPHARETTA, GA

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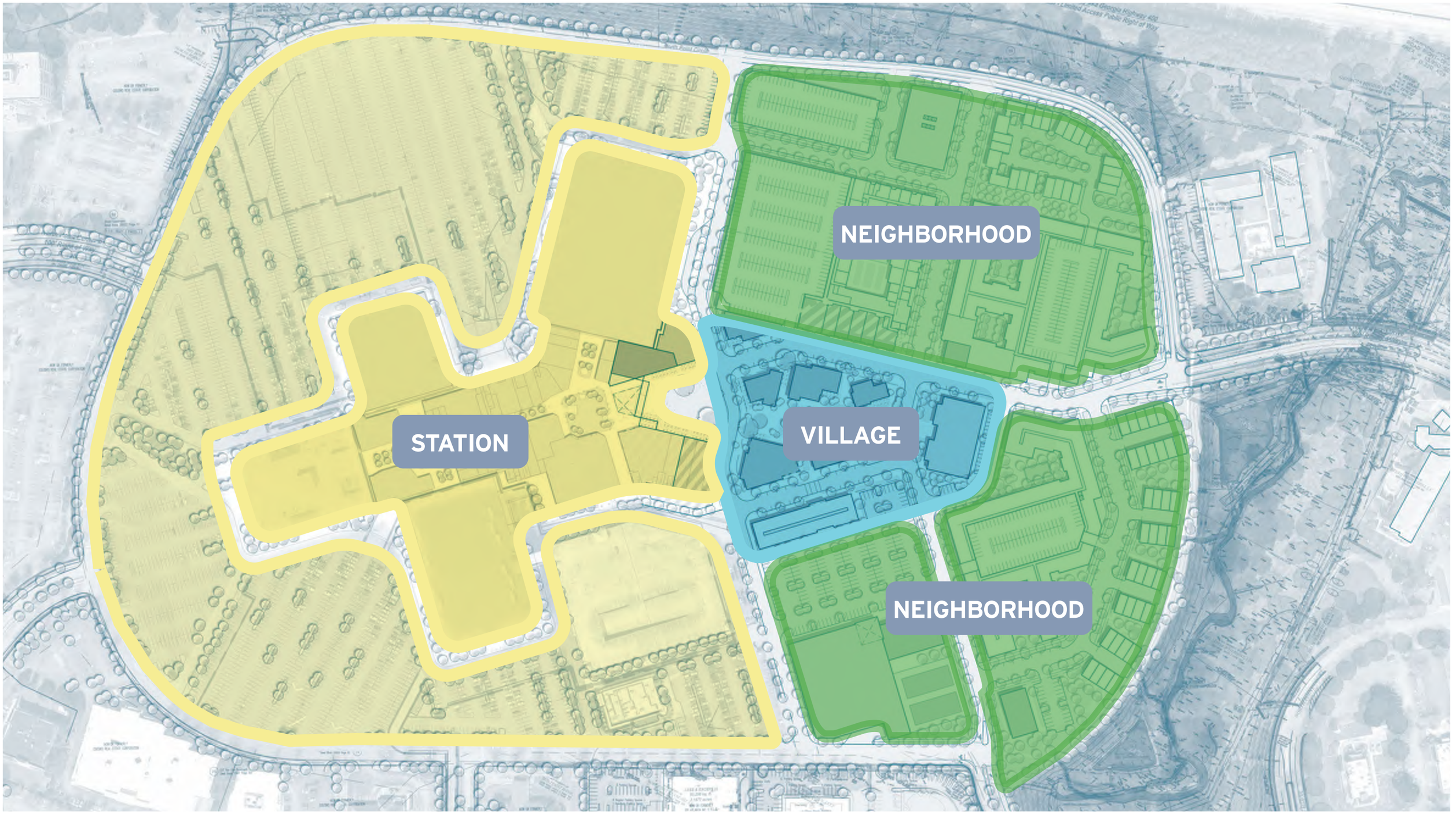
DESIGN STANDARDS

4.1

DESIGN STANDARDS

URBAN DESIGN ZONES

MASTER PLAN - URBAN DESIGN - PLACE ZONES

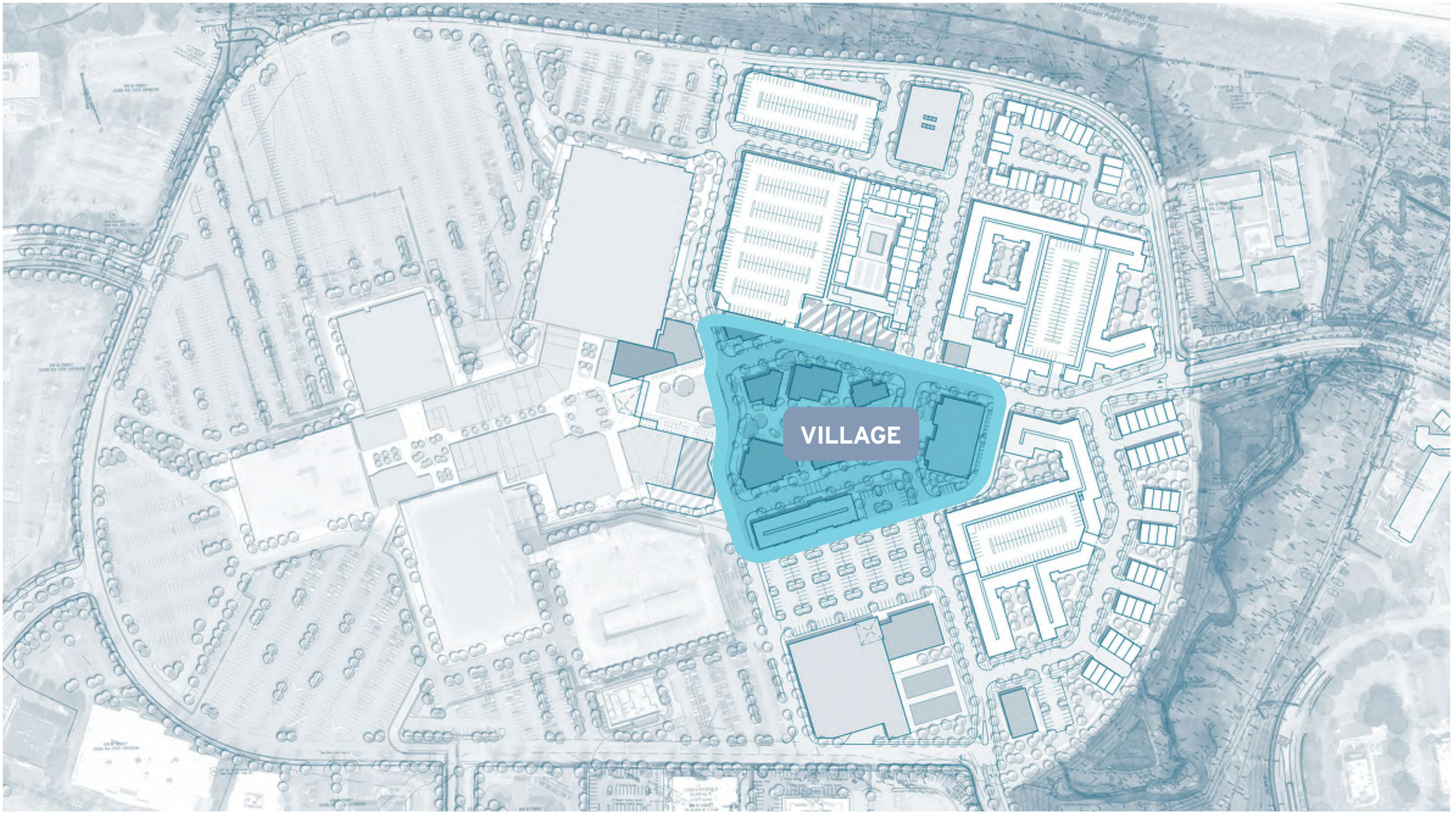


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NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - VILLAGE ZONE



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

VILLAGE COMMON THREADS

ADAPTED HERITAGE BUILDINGS

Every Great Place has a Back-Story. This is especially true at the heart of great places, where a sense of the root from which the town sprung if often present. It is a wonderful design narrative to establish founding buildings or built remnants in the composition. The visual ambiance of old and new together, creates an accessible, funky, and romantic experience.



KETTLE BLACK - LOS ANGELES



ECCLESTON YARDS - LONDON



TKISTVILI COMPLEX - TBILISKI



DTLA ARTS DISTRICT - LOS ANGELES

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VILLAGE COMMON THREADS

MODERN FARM INDUSTRIAL

A Complementary element of a successful back-story is one that **propels the environment towards present-day considerations of aesthetics, tenant flexibility, and timelessness adaptation to change.** The use of Farm industrial detailing here connotes agriculture, and a hand-crafted "farm to table" ambiance, integrating well with Food and Beverage, Landscape and special moments rooted in the region. The North Point Overlay refers to this approach as Eclectic Industrial Vernacular.

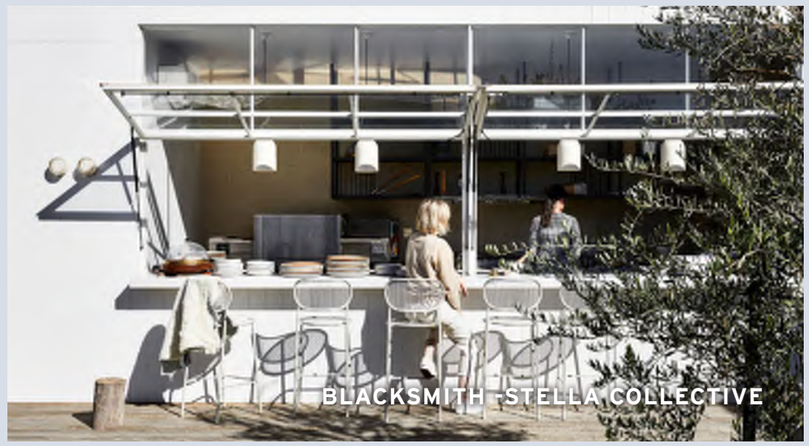


HEIGHTS MERCANTILE - HOUSTON



HEIGHTS MERCANTILE - HOUSTON


ONE PASEO - SAN DIEGO


BLACKSMITH - STELLA COLLECTIVE

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DESIGN STANDARDS

VILLAGE

BUILDING DESIGN

EACH VILLAGE RETAIL BUILDING WORKS TOWARDS ITS OWN DESIGN IDENTITY AS PART OF A COLLECTION.

What follows are some inspirations for our Conceptual Approach - understanding these will also be influenced by Retail Leasing to marry well with the various tenants who will occupy the spaces.

The intent within the Village architectural collection is a series of expressions that create a sense of having been organically built over time. Materials and massing will create a cohesive yet unique composition of buildings that hold together as one Village.

Village buildings should have variety in height and reinforce the Pedestrian experience by encouraging outdoor patios, creating covered outdoor space, and framing public space view corridors.







+ ENCOURAGED

Unique and well designed buildings with a cohesive yet varied mix of materials and style vernacular.

Curated building types with some shared material types and detailing, including generous covered porch expressions.

- DISCOURAGED

Random mix of aesthetics with no intention.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.



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VILLAGE

"HOMESTEAD" BUILDINGS

The spirit of the modern farmhouse is expressed using honest and simple materials. The intention is to evoke a sense of clean contrasted tones with subtle crisp detailing that hearkens back to southern homes of the region.









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CONCEPTUAL VIEW - VILLAGE- HOMESTEAD BUILDINGS



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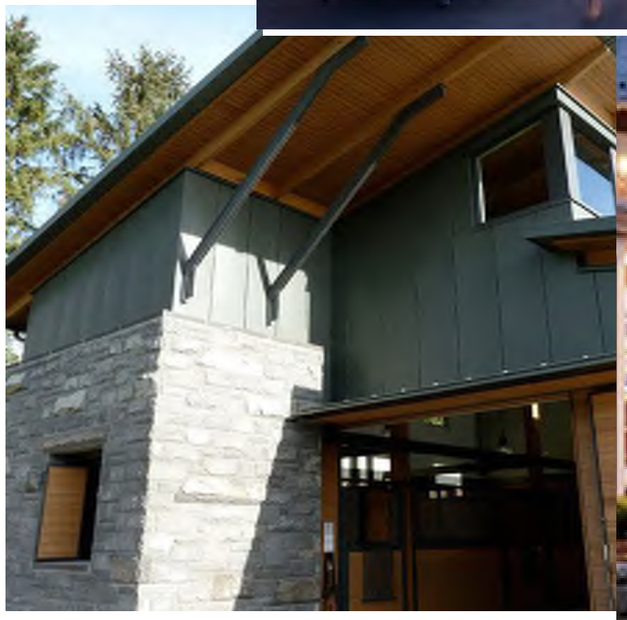
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VILLAGE

STABLES BUILDING

Approaching the Village Corner from the east, a smaller structure reminiscent of a stables building welcomes visitors. Gardens and covered porches extend this building's presence on all sides.









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EYE LEVEL CONCEPTUAL VIEW - VILLAGE-STABLES BUILDING



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DESIGN STANDARDS

VILLAGE

DISTILLERY BUILDING

The ambiance of an Agribusiness Operation is expressed in a Modern Barn Structure we conceptually refer to as the Distillery. Grand indoor/outdoor spaces, social energy, and Food, Beverage and Entertainment opportunities abound in this Village anchor structure (with its own central garden.)









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EYE LEVEL CONCEPTUAL VIEW - VILLAGE-DISTILLERY BUILDING



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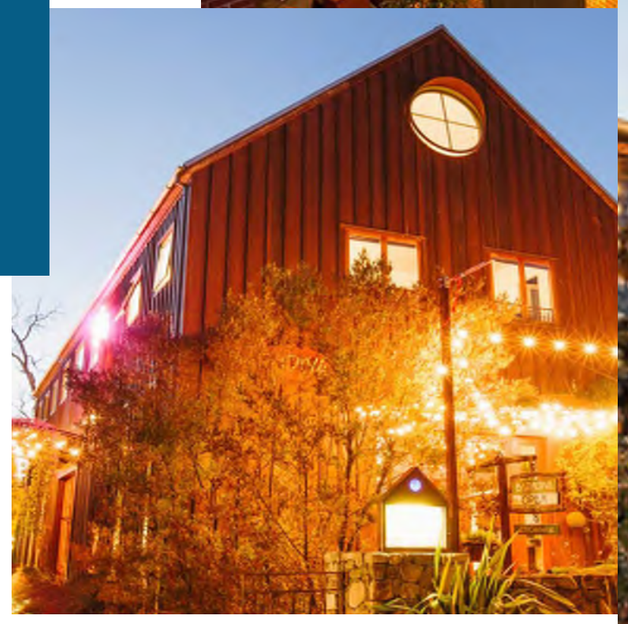
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VILLAGE

STOVE HOUSE BUILDING

While the Homestead Structure is inspired by an adapted residence, the Stovehouse stands across from it is a village element inspired by kitchen buildings, bakeries, mills and structures where food is produced. This building also lends itself to two-story massing with dining overlooking the village public spaces.









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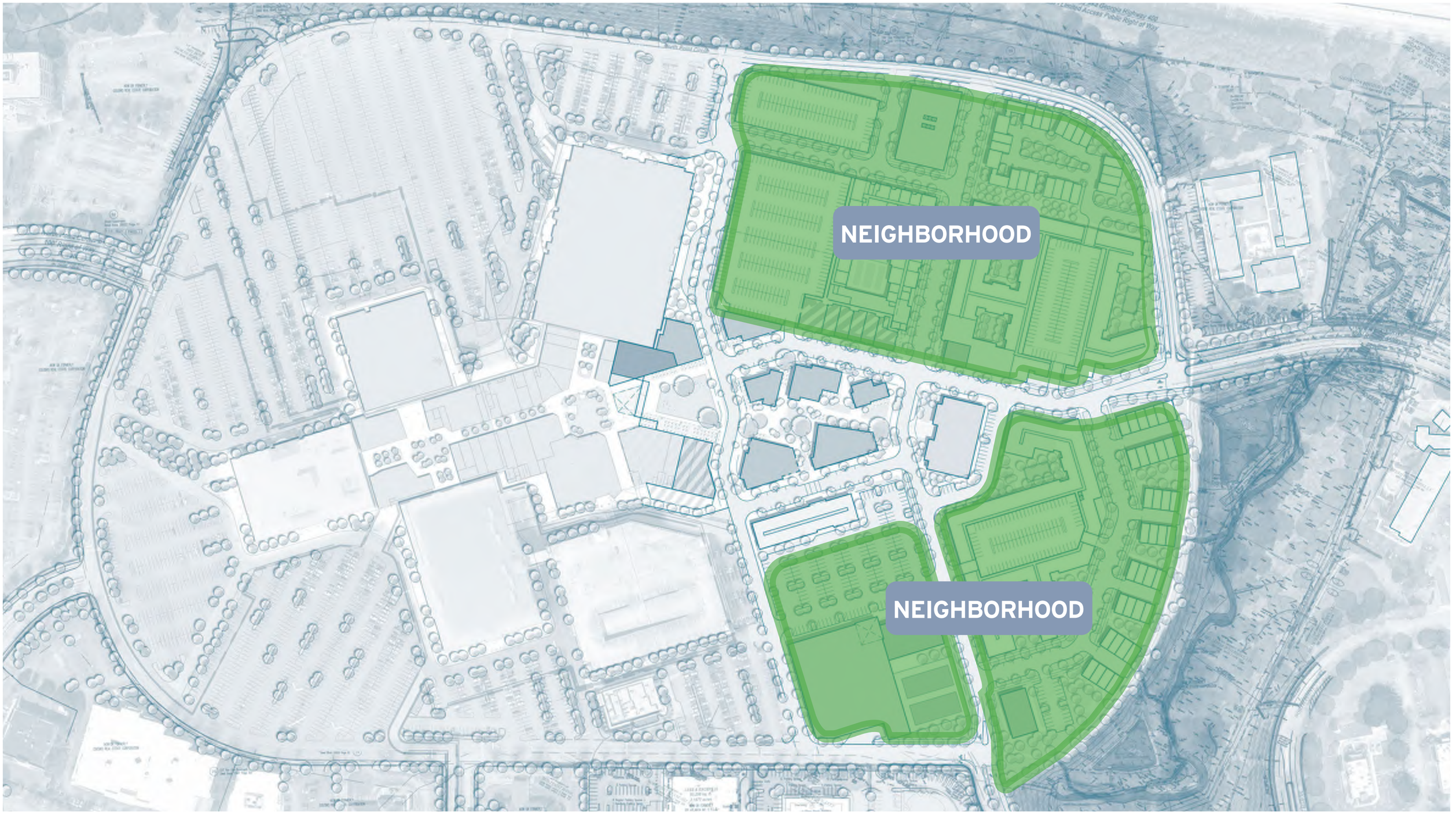
EYE LEVEL CONCEPTUAL VIEW - VILLAGE - STOVE HOUSE BUILDING



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MASTER PLAN - NEIGHBORHOOD ZONE



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

NEIGHBORHOOD COMMON THREADS

NEIGHBORHOOD RESIDENTIAL

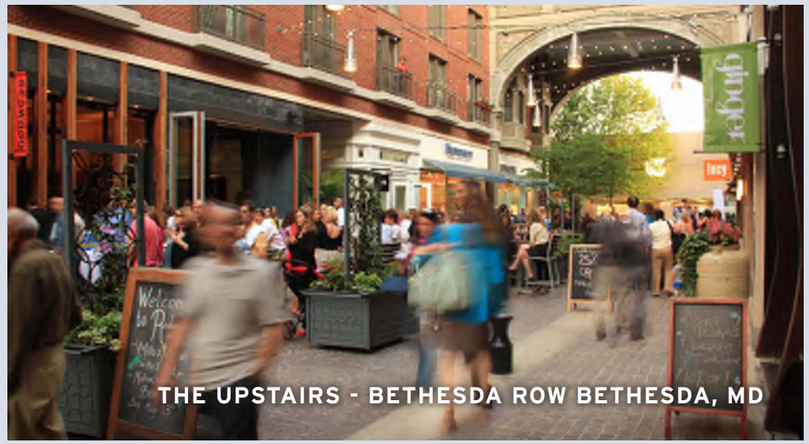
The Residences of north point will express active living and style in a neighborhood where the greatest amenity is being connected to a social village environment with many things to do both day and night. Both Regional Inspiration and nuanced modern details will inspire the design of Buildings that make Great Streets, Courtyards, and Public Spaces.



ARROWWOOD NORTH BETHESDA, MD


BANNER HILL - BALTIMORE, MD


360 H STREET - WASHINGTON DC


THE UPSTAIRS - BETHESDA ROW BETHESDA, MD

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NEIGHBORHOOD COMMON THREADS

COMMUNITY ACTIVATION

Great Neighborhoods are activated by the residents who utilize public spaces intuitively. Community stakeholders will be invited to sponsor events that are unique and relevant, while a series of creative elements will help people find their own space. Such ever-changing walkable places promote happiness and wellness.









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NEIGHBORHOOD COMMON THREADS

MULTI MODAL CONNECTIVITY

A central focus to redeveloping North Point Mall will be planning for Multi-modal Connections to the site. Route 400 is planned for a new Marta Station that will promote transit-based access. Meanwhile the "Alphaloop" is set to create regional connections, Eco-Districts, and a substantial Storm-Water Park on the south edge of the site.



4TH WARD PARK - ATLANTA



MARTA STATION - SANDY SPRINGS





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NEIGHBORHOOD COMMON THREADS

STOREFRONTS AND SIDEWALKS

The Sidewalk environment is brought to life through artful expression of tenant identity in Storefronts, Signage, Outdoor Seating, Merchandising and more. Varied landscape and street furnishings will set off each block with a sense of uniqueness throughout the neighborhood.



PIKE AND ROSE - ROCKVILLE







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NEIGHBORHOOD DESIGN STANDARDS

BUILDING DESIGN

NEIGHBORHOOD ARCHITECTURAL MASSING EXPRESSES AN AUTHENTIC AND VARIED URBAN FACADE INCREMENT, SO AS TO PROMOTE A TIMELESS MAIN STREET AMBIANCE OF MODERN AND TRADITIONAL DETAILING COMBINED WITHIN THE BLOCKS.

The intention behind scalable Urban Facade Increments is to create a balanced and articulated series of street walls that create organic and textured streets.

Buildings should be visually articulated with respect to pedestrian interest and site lines. Also, due to the storefront flexibility needed on Retail Streets, ground-floor portions of facades can utilize independent facade rhythms (when needed) to express the vibrant line up on businesses at their base.

Building massing on longer blocks should encourage a variety of facade setbacks and material approaches as practical (to be generally perceived as a series of buildings rather than one large "super block."



+ ENCOURAGED

High-quality articulated facades with a cohesive yet varied mix of materials and fenestration rhythms.

Curated building material pallete with varied massing and bold features.

- DISCOURAGED

Random mix of facade approaches and materials with no sense of project curation.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.



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EYE LEVEL CONCEPTUAL VIEW - PHASE 1 MULTI-FAMILY MIXED-USE



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

AERIAL CONCEPTUAL VIEW - PHASE 1 MULTI-FAMILY MIXED-USE



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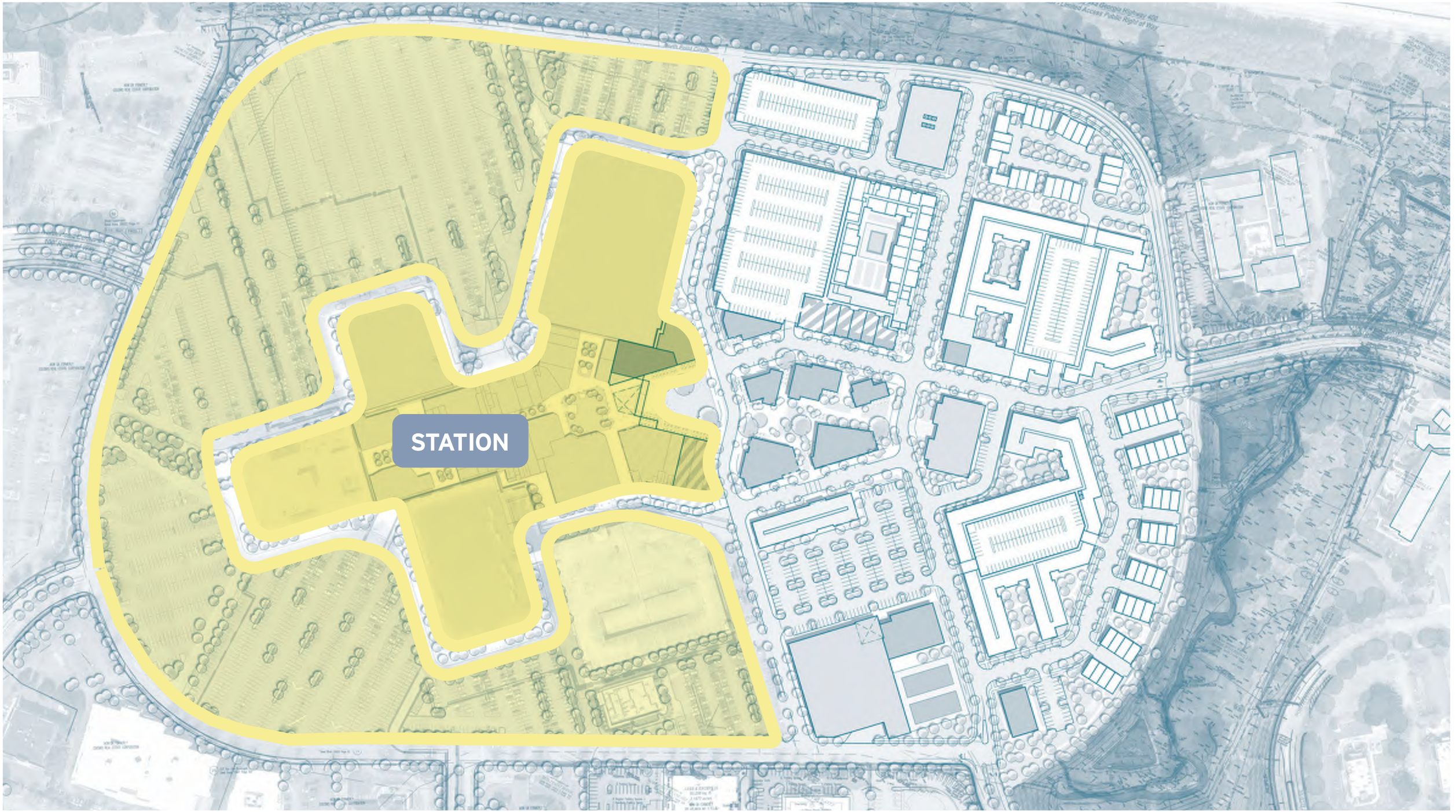
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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

MASTER PLAN - STATION ZONE



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

STATION DESIGN STANDARDS

BUILDING DESIGN

OUR VISION FOR BRIDGING THE NEW MALL EAST ENTRY THRESHOLD AND EVENT PLAZA WITH THE VILLAGE AND NEIGHBORHOOD BLOCKS WILL BE ACHIEVED THROUGH SEAMLESS AND THOUGHTFUL ACTIVATION OF OPEN SPACE AND CONSISTENT INDOOR/OUTDOOR STOREFRONT EMPHASIS THROUGHOUT.

The Station is our Conceptual nomenclature for the new East Mall Entry Threshold - which reflects its scale and purpose in the Urban Design story for the Village. The Station embraces the main gathering lawn. Bringing a mix of well programmed tenants, flexible outdoor space and an iconic experience that not only announces the mall entry but hosts a series of potential activities that vary from concerts to seasonal festivals and farmers markets, art fairs, ice skating, and more.



+ ENCOURAGED

Unique and well designed facades with a cohesive yet varied mix of materials and styles.

Curated building types with varied massing and simple

- DISCOURAGED

Random mix of aesthetics with no intention.

Extreme variety in styles, colors or overly ornate designs that don't fit the context of the development at large.



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DESIGN STANDARDS
STATION

PLATFORM

Shopping malls often share much in common with train stations in their structuring of space. Yet the new east face of north point is inspired by other grand elements of city stations like civic steps, platform canopies and gateway moments.









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DESIGN STANDARDS
STATION

GREAT PORCH

A seamless transition between mall conditioned space and the outdoor environment is made through a transition zone called the great porch. The objective is to diminish the importance (and barriers) of the front doors itself.









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EYE LEVEL CONCEPTUAL VIEW - STATION (NEW EAST MALL ENTRANCE)



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EYE LEVEL CONCEPTUAL VIEW - STATION (NEW EAST MALL ENTRANCE)



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NORTH POINT MALL - INTERIOR RENOVATION CONCEPTS



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REZONING APPLICATION EXHIBITS
NORTH POINT MALL - ALPHARETTA, GA

NORTH POINT MALL - INTERIOR RENOVATION CONCEPTS

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4.2

DESIGN STANDARDS

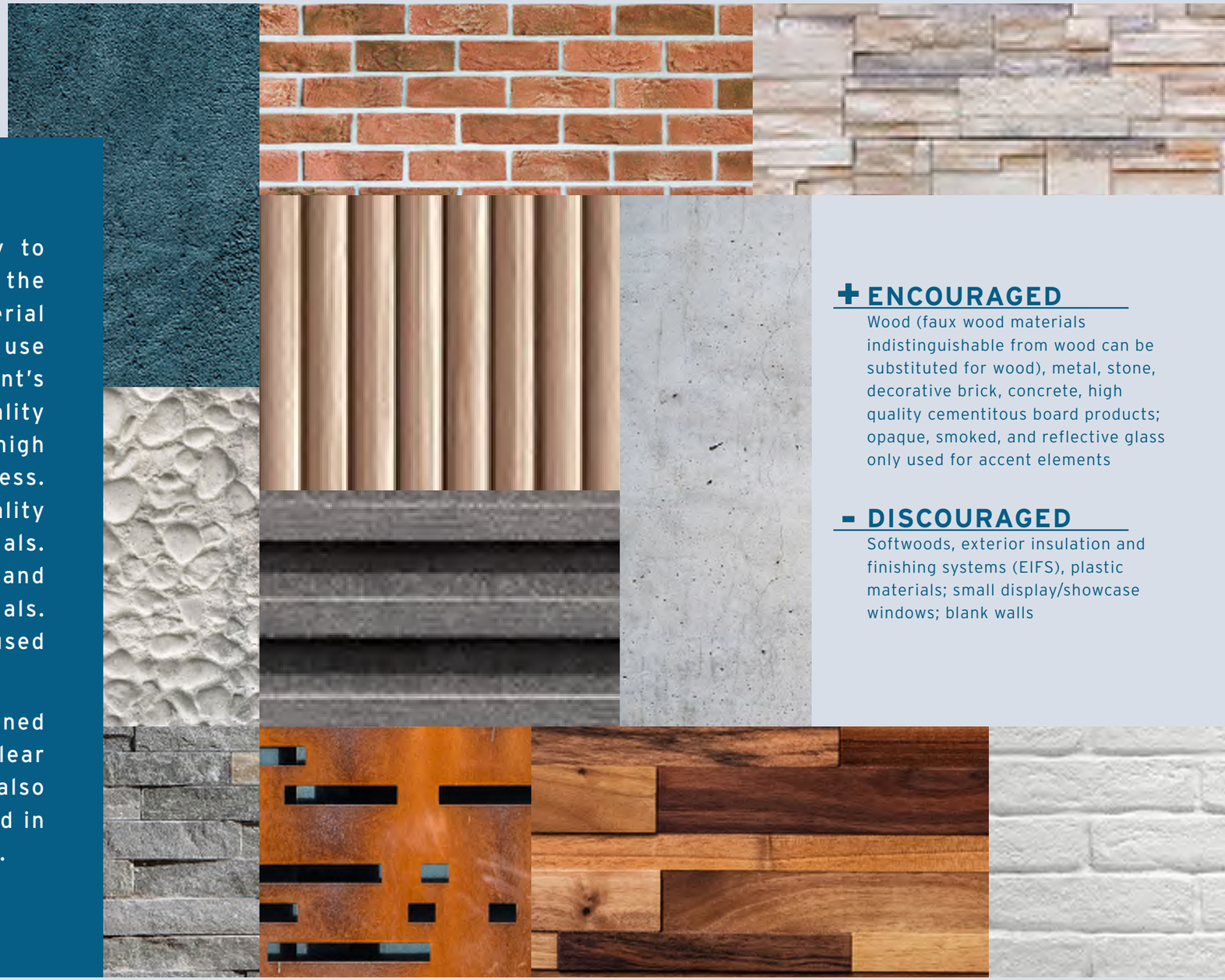
FACADE + RETAIL + SIGNAGE GUIDELINES

FACADE + STOREFRONT MATERIALS

FACADES & STOREFRONTS

Each building will be provided with the opportunity to uniquely display identity, while also establishing the building's character at street level. The choice of material is a key component of creating an inviting mixed use environment that reflects the character of North Point's brand. The architecture should achieve a high-quality design by using durable materials, while providing a high degree of care to create character, identity and uniqueness. Wood, metal, stone, cast stone, concrete, and high quality cementitous board products are recommended materials. Similarly, durable, smooth exterior grade hardwoods, and other fire resistive materials, are acceptable materials. Opaque, smoked, or reflective glass should only be used for accent / spandrel elements.

Regardless of the material, buildings should be designed with intentionality in massing and style to create clear distinctions of scale and detail. Buildings should also reflect a coherent Urban Design character as described in the design zones documented previously in Section 4.1.



+ ENCOURAGED

Wood (faux wood materials indistinguishable from wood can be substituted for wood), metal, stone, decorative brick, concrete, high quality cementitous board products; opaque, smoked, and reflective glass only used for accent elements

- DISCOURAGED

Softwoods, exterior insulation and finishing systems (EIFS), plastic materials; small display/showcase windows; blank walls

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RETAIL FACADE COLOR



Colors create variety that brings streetscapes to life. The choice of colorful materials or paint are very important in creating a thriving retail environment. Colors within a single facade should be complementary while celebrating the Tenant's unique brand and personality.

- Colors will be used to tie together all parts of the storefront architecture.
- The color scheme should take into consideration and complement adjacent storefronts
- The landlord will ultimately be responsible for approving all color palettes.

+ ENCOURAGED

Unique and cohesive color palettes

- DISCOURAGED

Use of too many colors on an individual storefront, conflicting color schemes on adjacent storefronts, same color on adjacent storefronts













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RESIDENTIAL FACADE COLOR



The choice of color is very important in crafting a fantastic mixed use environment. Colors should be considered in both materiality and paint. Colors should be coordinated and complement one another.

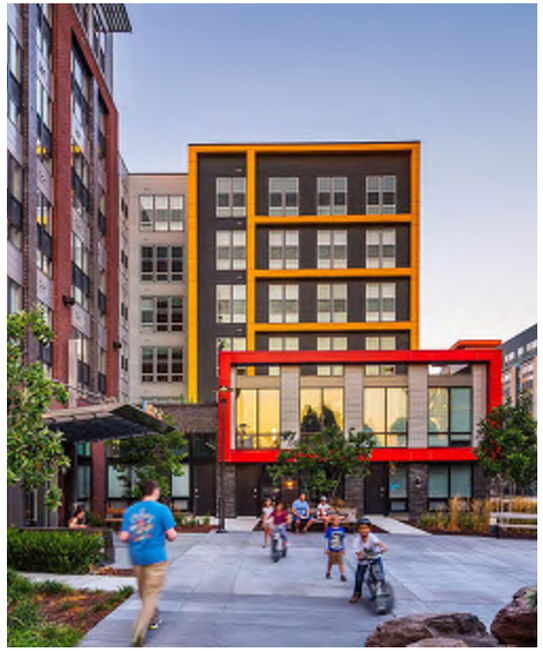
- Colors will be used to tie together all parts of the architecture.
- The color scheme should take into consideration and complement adjacent building designs.
- The Property Management team will ultimately be responsible for reviewing and approving all facade color palettes.

+ ENCOURAGED

Unique and cohesive color palettes

- DISCOURAGED

Use of too many colors on any one facade, conflicting color schemes













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THE DISPLAY ZONE













Vision Windows

The transparent portions of storefront are a Tenant's primary means of marketing to passing customers, either as pedestrians or in passing vehicles. The display of products and services adds visual variety, light, and color to the streetscape.

Creative solutions for restaurant windows are encouraged, such as ledges for seating both inside and out or garage doors rolling open to create more room. Floor to ceiling glass doors are also permitted, depending on Landlord's approval.

1. In any 50-foot increment of a Tenant facade exposed to a public way, a minimum of sixty percent (50%) of the frontage should be vision windows or doors. Opaque glazing elements do not contribute to vision window area Exception: Landlord may allow that businesses with significant security concerns (jewelry stores, banks, etc.) May reduce visible exposure, or with very creative store Brand-Expression.
2. UV protected glass or films should be used to minimize discoloration of merchandise.
3. Tenants may use window tinting, films, canopies, and UV-reflective coatings to protect from solar damage. Glass tinting, operable shades, or any other application that decreases visibility will require the Landlord's written approval.

Vitrines and Bay Windows

Where approved as part of a shopfront design, recessed and projecting storefront elements with glazed elements and display windows may contribute to the overall length of vision window.

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STOREFRONT AND ENTRIES













The **Storefront** is the system of glazing used between the structural elements of a complete shopfront. The systems may be classified as windows, bay windows, storefront, window wall, curtain wall, or assembled using custom framing solutions and glazing. As retail demising varies throughout, storefront glazing may be replaced with a solid infill to conceal Tenant demising walls.

Doors and entries may contrast with or complement the storefront framing systems.

1. Slopes in sidewalk zones may require recessed entries and curbs at the base of glazing systems to transition from exterior to interior. See Architectural drawings.
2. Curbs and other solid elements for glazing that contributes to the minimum 50% glazed storefront frontage must be no higher than 2.5 feet
3. All enclosure systems must provide a secure weather enclosure.
4. Vertical elements may be used to break up large areas of storefront glazing and may occur at the edges of a storefront to frame the windows or provide a complementary material within a group of windows.
5. Opaque, frosted, and milky panels within the primary storefront may not cover more than thirty percent 30% of storefront glazed area.
6. Vertical storefront panels may provide opportunities for the location of secondary storefront signage.
7. Amount of coverage by panels within the secondary storefront zone depends on Landlord approval.
8. Solid infill panels may match the storefront framing finishes or may introduce contrasting or complementary materials.
9. All storefront materials should be compatible with, and complementary to, the overall storefront design.

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BAYS AND RECESSES













Tenant enclosures may include projections no more than two feet (2'-0") from the Tenant's lease line unless otherwise approved by Owner. Recessed areas have no limits. With this, Tenants may be allowed to "push" or "extend" their storefronts beyond the designated sidewalk merchandising zone within the "Display Zone" not to extend into the Public Right-of-Way.

Recessed doors are encouraged because of their sheltering benefits and the variety they bring to the streetscape.

- The outer face of a shopfront may extend two feet (2'-0") into the sidewalk beyond the lease line. All shopfront projections must be within the building setback lines adjacent to vehicular rights of way.
- Shopfront projections may not inhibit a clear pedestrian pathway.
- Shopfront projections may not require alterations to base building architecture or landscape features unless approved by the Landlord.

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AWNINGS AND CANOPIES













An **awning or canopy** is any overhead structure on a frame attached to a building facade and projecting outward. They are used to protect shoppers, outdoor seating, and merchandise from the elements. They tell customers where shops are located, announce entrances, provide surfaces for marketing/branding, and provide shelter.

Where the Owner has not already built canopies or awnings above a tenant's storefront, Tenants may provide awnings and canopies above their storefront, with approval by the Owner. To ensure a variety of facade strategies, some Tenants may be denied the ability to add awnings and/or canopies, depending on neighboring conditions, adjacent landscape plantings, architectural form, structural attachments, and other physical constraints.

Materials must be durable and fire/fade resistant. Awnings should be on a metal structure with a suitably attractive finish. Fabric and plastic canopies are less preferred due to lack of durability. Canopies should be constructed using metal, glass, or treated wood. Creativity and variety is highly encouraged in designs.

- Retail uses are allowed a maximum projection of five feet (5'-0") from the outermost building face
- Restaurant uses are allowed a maximum projection of ten feet (10'-0") from the outermost building face
- All projections must remain four feet (4'-0") behind vertical plane at the face of the curb line below.
- All projections should be designed to enhance the architectural style of the associated storefront below.
- Projections may be retractable.
- Projections may extend beyond neutral piers to neighboring tenants, but all attachments must be structurally supported only within the Tenant's frontage length.
- Roofs shall be designed to accommodate water drainage away from the base-building. Coordinate required internal drainage with base building architecture.
- Projections may contain lighting features.

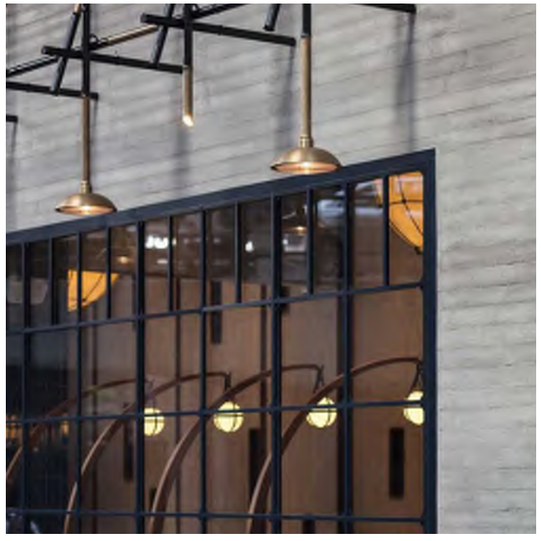
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ILLUMINATION













Building lighting is instrumental in the activation and success of a streetscape. Building lighting is used for the illumination of the building facade, architectural embellishments, storefronts, signs, landscaping associated with store, and building entrances. Used appropriately, lighting can articulate the streetscape in a unique and creative way while also providing for a sense of security after nightfall.

- Tenants are required to keep the front five feet (5'-0") of the interior of the store lit at all times (24/7).
- Light fixtures used for Storefront Lighting should be appropriately scaled to the building facade. They are to be concealed or shielded with diffusers or refractors to avoid glare towards pedestrians, vehicles, building interiors, or the sky.
- Fixtures used for illumination of architectural features should not project direct lighting beyond intended elements. Visible bulbs, colored bulbs, blinking or flashing lights (except as used for seasonal ornamentation), floodlighting, high intensity discharge lighting, or fluorescent lighting, are all prohibited. Neon lighting is not allowed in storefront window display.
- Gooseneck fixtures, sconces, pendants, lanterns, or low-wattage accent spotlights that are traditionally styled or contemporary styled fixtures in traditional form are encouraged. Storefront facades and recessed doorways must always be lit, or as directed by the Owner.

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SIDEWALK RETAIL ZONE













The Activity + Restaurant Zone is an area of the sidewalk directly in front of the storefront that Tenants can use for further marketing / merchandising beyond the envelope of the building. Tenants can use this area to "beautify" their shop with flower boxes and add benches to encourage pedestrians to pause in front of the store.

- Semi-permanent objects such as ground signs and seating are permitted in this area.
- Tenants are encouraged to utilize and maintain potted plantings along their storefront, particularly in front of building piers.
- Tenants design must be coordinated with any Owner to installed site amenities within the Storefront Activity + Restaurant Zone.

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TENANT SIGNAGE

TENANTS' SIGN DESIGNS ARE KEY TO CREATING SUCCESSFUL RETAIL ENVIRONMENTS.

UNLIKE TRADITIONAL SHOPPING CENTERS WITH UNIFORM SIGN DESIGNS, MIXED-USE CENTERS GENERATE A SENSE OF PLACE SIMILAR TO TOWNS THAT HAVE EVOLVED OVER DECADES.

Successful places **encourage commercial tenants to promote their brand** through sign design. At the same time, some limitation and guideline for Tenants' design freedom helps hold a district together with a consistent identity and level of **quality that customers expect** from a modern public marketplace. This is more important in urban mixed-use setting than in traditional shopping centers.

To ensure the retail environment is engaging, unique and well detailed, these Tenant Sign Design Guidelines help the Tenants and the Property Landlord freedom to communicate through signs, but in a consistent language of form, color, and materials.

North Point will become the home of dozens of retailers and eateries, set within a new walkable semi-urban neighborhood unique to the City of Alpharetta. The commercial environment will **contribute to the vibrancy of the entire district** through an experiential blend of architectural expression and engaging streetscapes. The Tenant Sign Design Guidelines provide necessary standards to create a high-quality and diverse interface with the public realm.

Note: All diagrams in these guidelines are intended to show the extent and character of retail storefronts. They are not intended to be representative of any specific Tenants or retail categories. All images are for illustrative purposes only.











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TORTI GALLAS + PARTNERS TRADEMARK NEW YORK LIFE studioOutside Kimley»Horn

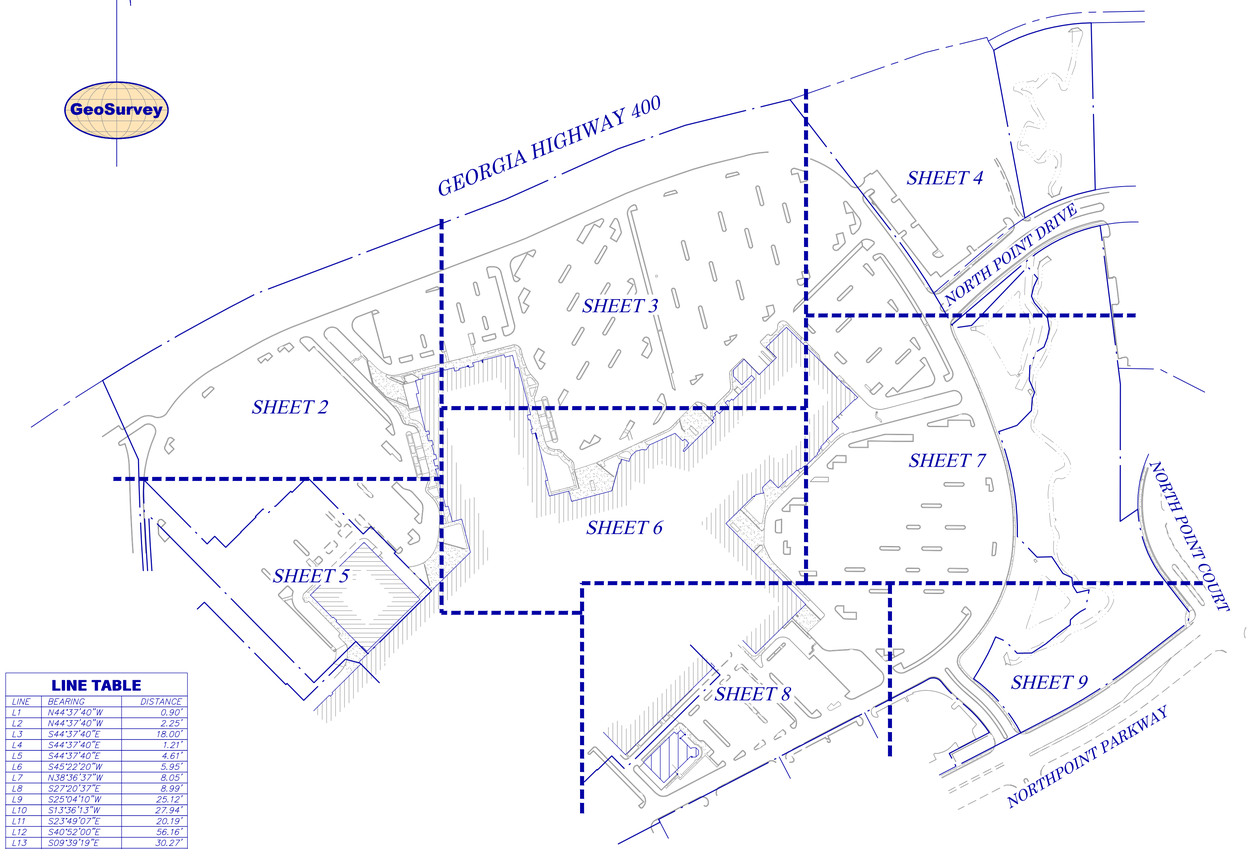

THANK YOU

GRID NORTH – GA. WEST ZONE

GeoSurvey

SHEET INDEX

NOT TO SCALE



LINE TABLE

LINE	BEARING	DISTANCE
L1	N44°37'40"W	0.90'
L2	N44°37'40"W	2.25'
L3	S44°37'40"E	18.00'
L4	S44°37'40"E	1.21'
L5	S44°37'40"E	4.61'
L6	S45°22'20"W	5.95'
L7	N38°36'37"W	8.05'
L8	S27°20'37"E	8.99'
L9	S25°04'10"W	25.12'
L10	S13°36'13"W	27.94'
L11	S23°49'07"E	20.19'
L12	S40°52'00"E	56.16'
L13	S09°39'19"E	30.27'
L14	S11°45'42"W	27.61'
L15	S21°24'57"W	26.36'
L16	S58°13'37"W	25.21'
L17	S24°01'18"W	43.73'
L18	S02°33'44"W	39.53'
L19	S24°16'17"E	36.60'
L20	S20°06'00"W	19.30'
L21	S04°10'17"W	33.58'
L22	N88°45'15"E	41.47'
L23	S33°41'51"E	55.91'
L24	S64°52'31"E	27.69'
L25	S06°20'09"E	22.81'
L26	S31°23'27"E	22.70'
L27	N76°22'56"E	34.79'
L28	S10°48'55"W	53.95'
L29	S61°01'39"W	16.20'
L30	S53°35'43"W	18.97'
L31	S46°27'08"W	17.58'
L32	S02°37'37"W	13.75'
L33	S53°33'30"W	42.55'
L34	S50°32'16"W	43.31'
L35	S56°42'14"W	47.66'
L36	S89°15'20"W	40.84'
L37	N43°43'03"W	46.63'
L38	N66°34'10"W	30.18'

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 41,014', AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

IF YOU DIG

811

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Or Call 800-282-7411

UTILITY NOTE

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CONYERS, GEORGIA 30094
(770) 557-4142

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AERIAL PHOTOGRAPHS

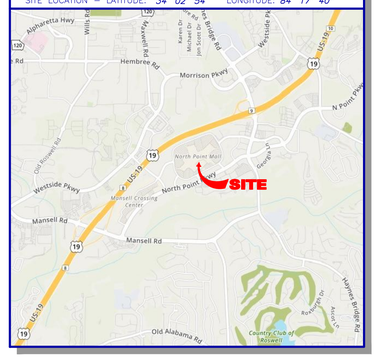






VICINITY MAP

SITE LOCATION – LATITUDE: 34° 02' 54" LONGITUDE: 84° 17' 40"



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SHEET 1 OF 9

COVER SHEET

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3324 JOHN T. NEWMAN

John T. Newman
Georgia Professional
Land Surveyor # 3324

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www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

PARTIAL TOPOGRAPHIC SURVEY OF

North Point Mall

FOR

GGP North Point, Inc.

GS JOB NO:	20124284	DRAWING SCALE:	1"= 40'
FIELD WORK:	CB/EP	CITY: ALPHARETTA	STATE: GA
PROJ MGR:	JTN	COUNTY: FULTON	
REVIEWED:	JRC	LAND LOT:	688,689,700,701 742,743,754,755
DWG FILE:	20124284-6.dwg	DISTRICT: 1ST	SECTION: 2ND

SURVEY DATE: 04-12-2019

REVISIONS

No.	Date	Description
1.	6-20-19	Add easements per surv. ref. 2
2.	8-13-19	Add 6" trees along Northpoint Dr (sheets 4 & 7)
3.	9-26-19	Add numbered trees per arborist

SITE PHOTOGRAPHS



1



2



3

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LEGEND

STANDARD ABBREVIATIONS

AC	AIR CONDITIONER
BH	BORE HOLE
BSL	BUILDING SETBACK LINE
CI	CURB INLET
CMP	CORRUGATED METAL PIPE
CMF	CONCRETE MONUMENT FND
CO	SANITARY CLEANOUT
CPED	COMMUNICATION PEDESTAL
CTP	CRIMPED TOP PIPE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
FNC	FENCE
FND	FOUND
GM	GAS METER
INV	INVERT
JB	JUNCTION BOX
MH	MANHOLE
OCS	OUTLET CONTROL STRUCTURE
OTP	OPEN TOP PIPE
PM	POWER METER
PKS	PK NAIL SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
RBR	IRON REINFORCING BAR
RBS	5/8"RBR SET CAPPED LSF 621
SS	SANITARY SEWER
SWCB	SINGLE WING CATCH BASIN
TRANS	ELECTRIC TRANSFORMER

STANDARD SYMBOLS

	LIMITED ACCESS
	POWER POLE
	GUY WIRE
LP	POWER LINE / LIGHT POLE
	ELECTRIC TRANSFORMER
	WATER VAULT
GM	GAS METER
	GAS VALVE
	WATER VALVE
WM	WATER METER
	FIRE HYDRANT
E	UNDERGROUND ELECTRIC LINE
G	UNDERGROUND GAS LINE
CM	UNDERGROUND COMMUNICATION LINE
W	UNDERGROUND WATER LINE
1	PHOTO POSITION INDICATOR
XX	REGULAR PARKING SPACE COUNT
	HANDICAP PARKING SPACE
	TREE POSITION INDICATOR
	SIGN
	CONCRETE

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GRAPHIC SCALE

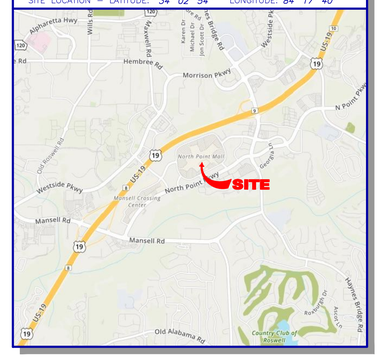
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GRID NORTH – GA. WEST ZONE

GeoSurvey

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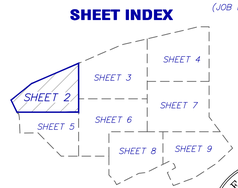
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SHEET 2 OF 9

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SITE PHOTOGRAPHS



4



5

LEGEND

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BH	BORE HOLE
BSL	BUILDING SETBACK LINE
CI	CURB INLET
CMP	CORRUGATED METAL PIPE
CMF	CONCRETE MONUMENT FND
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CPED	COMMUNICATION PEDESTAL
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DWCB	DOUBLE WING CATCH BASIN
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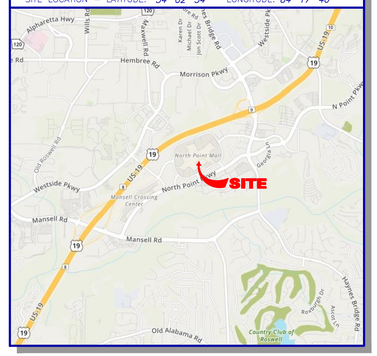
GRAPHIC SCALE

0 20 40 100 200

1" = 40'

VICINITY MAP

SITE LOCATION — LATITUDE: 34° 02' 54" LONGITUDE: 84° 17' 40"



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PARTIAL TOPOGRAPHIC SURVEY OF

North Point Mall

FOR

GGP North Point, Inc.

GS JOB NO:	20124284	DRAWING SCALE:	1"= 40'
FIELD WORK:	CB/EP	CITY:	ALPHARETTA
PROJ MGR:	JTN	STATE:	GA
REVIEWED:	JRC	COUNTY:	FULTON
DWG FILE:	20124284-6.dwg	LAND LOT:	688,689,700,701 742,743,754,755
		DISTRICT:	1ST
		SECTION:	2ND

SURVEY DATE: 04-12-2019

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6



7

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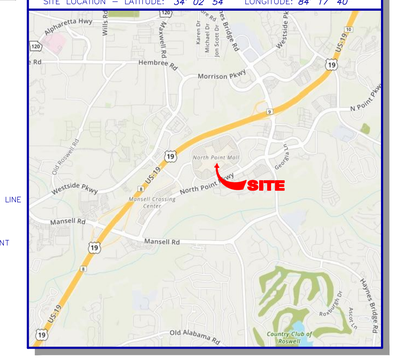
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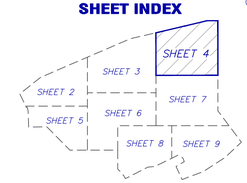
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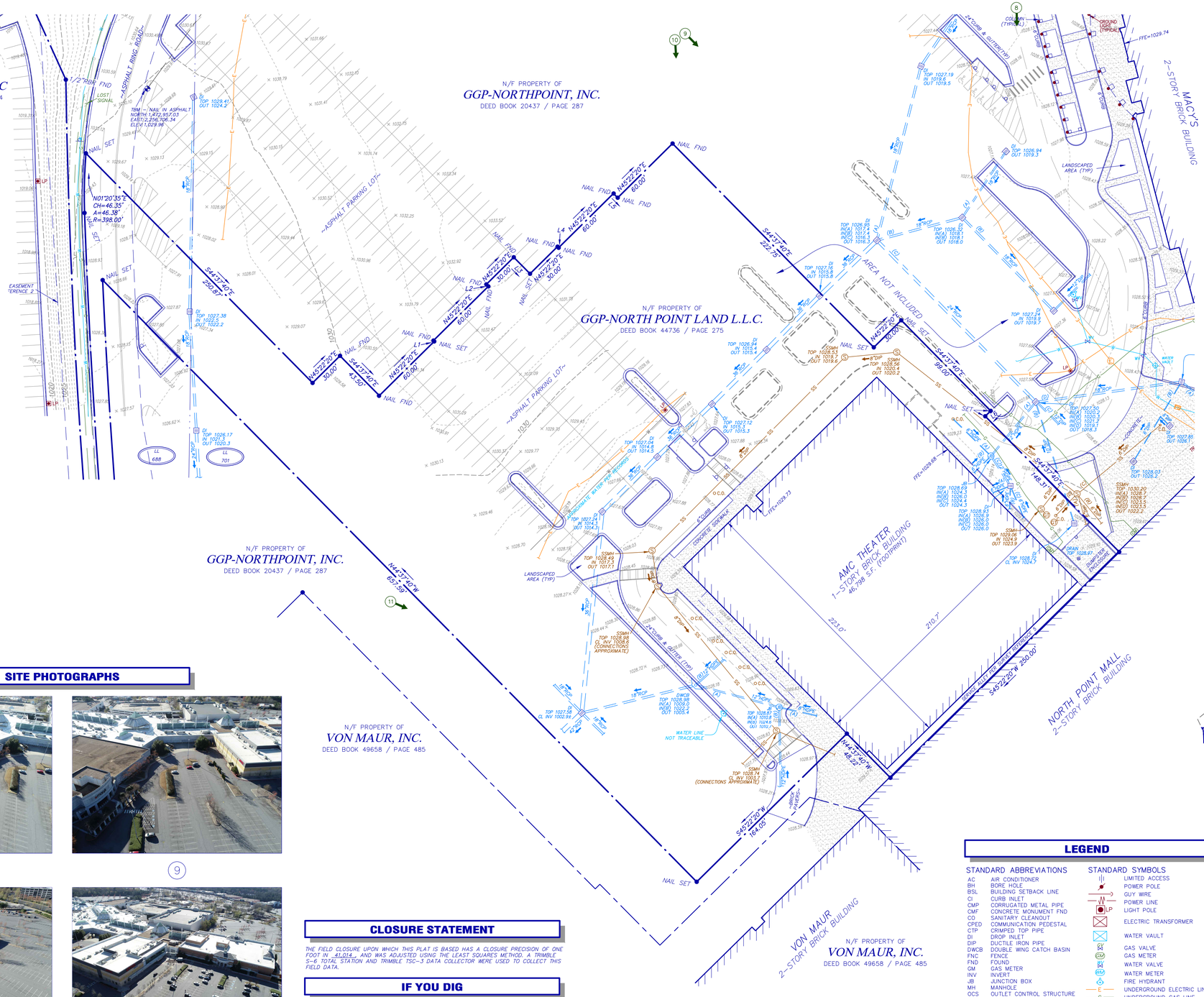
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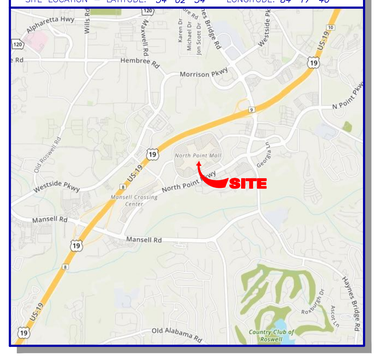
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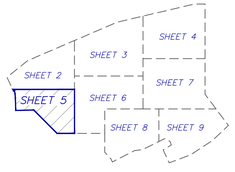
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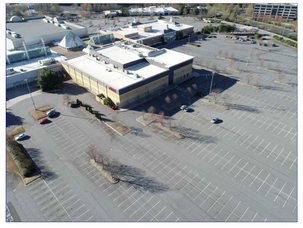
SHEET INDEX



SITE PHOTOGRAPHS


8

9


10

11

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 41,014', AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

IF YOU DIG

811 Know what's **below.** **Call** before you dig. Dial 811 Or Call 800-282-7411

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LEGEND

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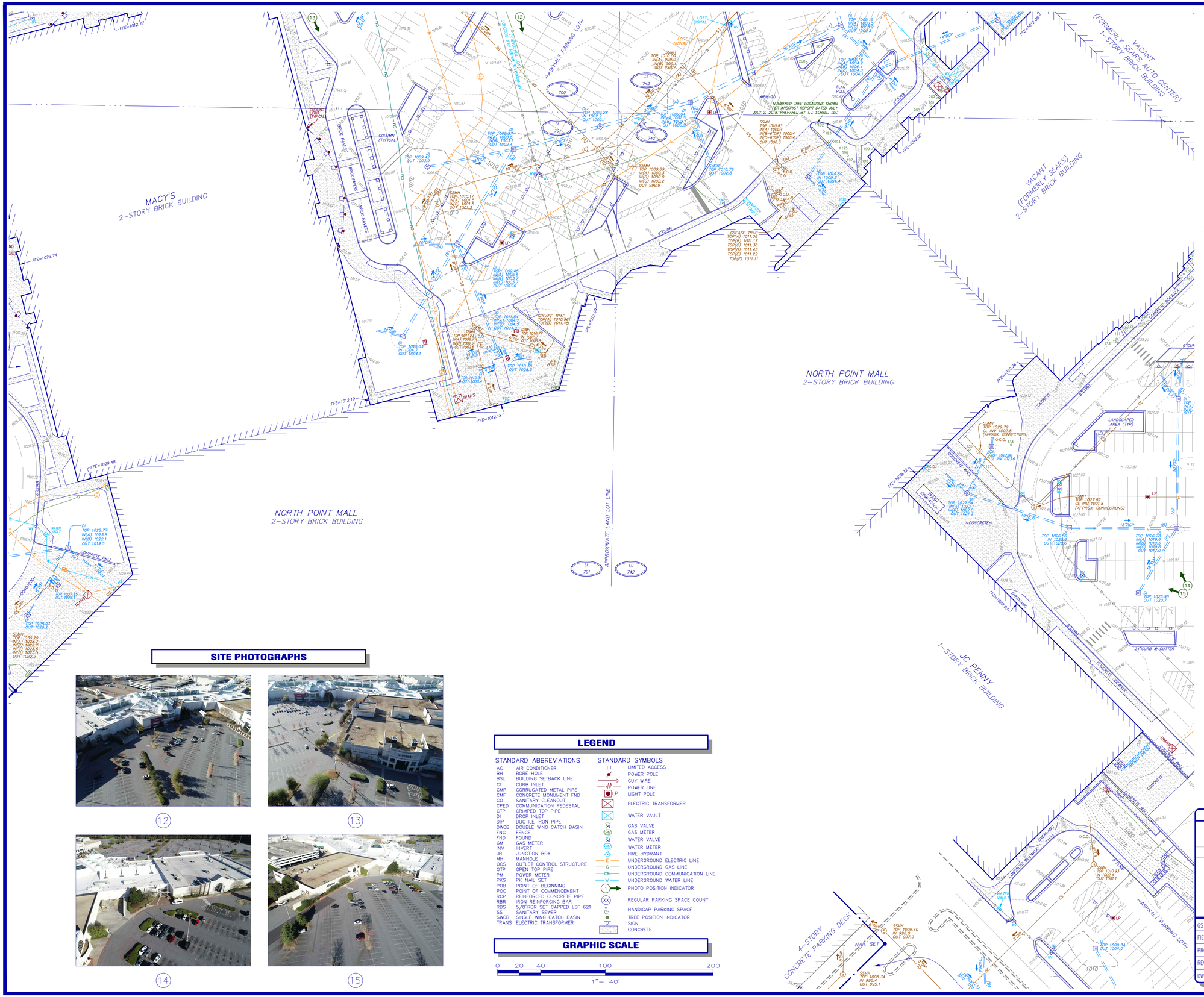
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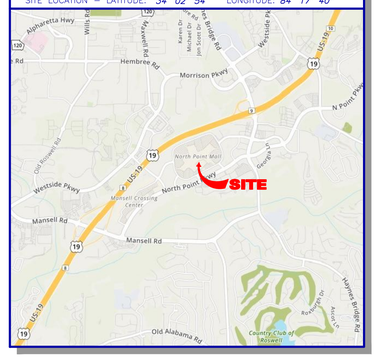
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SITE LOCATION – LATITUDE: 34° 02' 54" LONGITUDE: 84° 17' 40"



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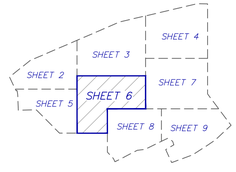
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SHEET 6 OF 9

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Certificate of Authorization #LSF–000621

GEORGIA REGISTERED PROFESSIONAL NO. 3324 LAND SURVEYOR JOHN T. NEWMAN

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PARTIAL TOPOGRAPHIC SURVEY OF

North Point Mall

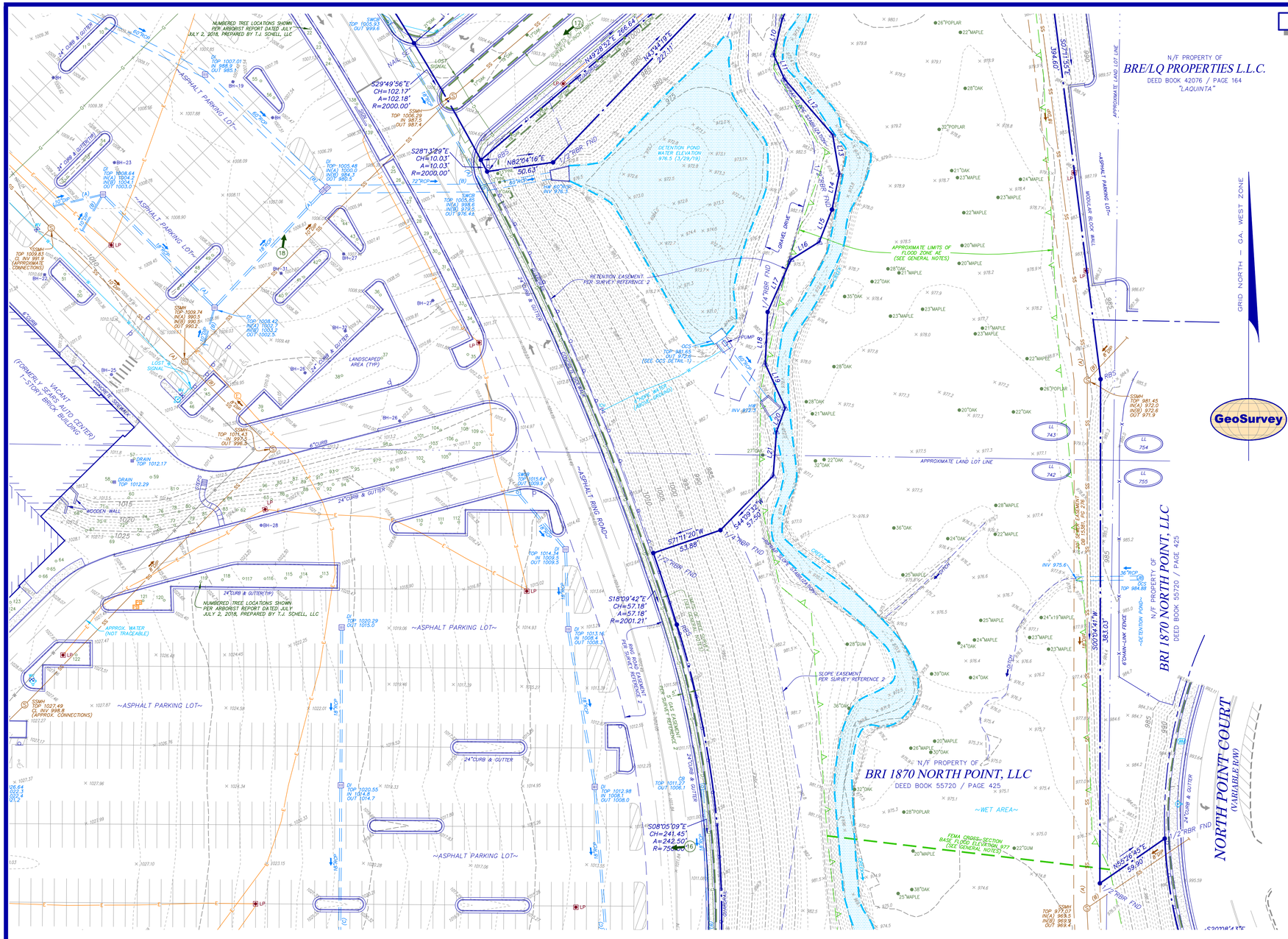
FOR

GGP North Point, Inc.

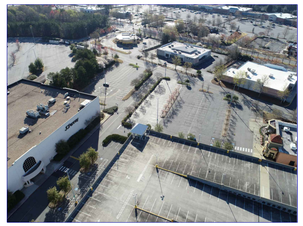
GS JOB NO:	20124284	DRAWING SCALE:	1"= 40'
FIELD WORK:	CB/EP	CITY:	ALPHARETTA
PROJ MGR:	JTN	STATE:	GA
REVIEWED:	JRC	COUNTY:	FULTON
DWG FILE:	20124284–6.dwg	LAND LOT:	688,689,700,701 742,743,754,755
		DISTRICT:	1ST
		SECTION:	2ND
		SURVEY DATE:	04–12–2019

REVISIONS

No.	Date	Description
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NUMBERED TREE LOCATIONS SHOWN PER ARBORIST REPORT DATED JULY JULY 2, 2018, PREPARED BY T.J. SCHELL, LLC
24" CURB & GUTTER
~ASPHALT PARKING LOT~
S29°49'56"E CH=102.17' A=102.18' R=2000.00'
S28°13'29"E CH=10.03' A=10.03' R=2000.00'
N82°04'16"E 50.63'
S49°28'52"E 266.64'
S45°41'10"E 227.11'
S50°11'55"E 369.09'
DETENTION POND WATER ELEVATION 976.5 (1/29/19)
APPROXIMATE LIMITS OF FLOOD ZONE AE (SEE GENERAL NOTES)
RETENTION EASEMENT PER SURVEY REFERENCE 2
SLOPE EASEMENT PER SURVEY REFERENCE 2
GAS EASEMENT PER SURVEY REFERENCE 2
APPROXIMATE LAND LOT LINE
~ASPHALT RING ROAD~
~ASPHALT PARKING LOT~
~WET AREA~
LANDSCAPED AREA (TYP)
(FORMERLY SEARS AUTO CENTER) 1-STORY BRICK BUILDING
DRAIN TOP 1012.17
DRAIN TOP 1012.29
WOODEN WALL
6" CURB
24" CURB & GUTTER
24" CURB & GUTTER(TYP)
NUMBERED TREE LOCATIONS SHOWN PER ARBORIST REPORT DATED JULY JULY 2, 2018, PREPARED BY T.J. SCHELL, LLC
APPROX. WATER (NOT TRACEABLE)
S71°17'20"W 53.88
S44°09'32"W 51.50
S18°09'42"E CH=57.18' A=57.18' R=2001.21'
S08°05'09"E CH=241.45' A=242.50' R=750.00'
S00°04'41"W 383.03'
N55°26'45"E 59.90'
BRI 1870 NORTH POINT, LLC DEED BOOK 55720 / PAGE 425
N/F PROPERTY OF BRE/LQ PROPERTIES L.L.C. DEED BOOK 42076 / PAGE 164 "LAQUINTA"
N/F PROPERTY OF BRI 1870 NORTH POINT, LLC DEED BOOK 55720 / PAGE 425
NORTH POINT COURT (VARIABLE R/W)
~DETENTION POND~
~6'CHAIN-LINK FENCE~
~WOODLAIR BLOCK WALL~
GRID NORTH – GA. WEST ZONE
LL 743
LL 754
LL 742
LL 755
SSMH TOP 1027.49 IN 996.8 (APPROX. CONNECTIONS)
SSMH TOP 1009.83 CL INV 991.9 (APPROXIMATE CONNECTIONS)
SSMH TOP 1009.74 IN(A) 990.5 IN(B) 990.5 OUT 990.3
SSMH TOP 1015.43 IN 997.3 OUT 996.3
SSMH TOP 1006.29 IN 987.5 OUT 987.4
SSMH TOP 1005.83 IN(A) 969.5 IN(B) 969.5 OUT 969.4
SSMH TOP 981.65 OUT 972.5 (SEE OCS DETAIL 1)
SSMH TOP 981.45 IN(A) 972.0 IN(B) 972.6 OUT 971.9
SSMH TOP 973.07 IN(A) 969.5 IN(B) 969.9 OUT 969.4
DI TOP 1007.01 IN 985.9 OUT 985.8
DI TOP 1008.64 IN(A) 1004.4 IN(B) 1004.1 OUT 1003.0
DI TOP 1000.48 IN(A) 1000.0 IN(B) 984.5 OUT 985.4
DI TOP 1008.42 IN(A) 1003.7 IN(B) 1003.2 OUT 1002.5
DI TOP 1020.29 IN 1015.0
DI TOP 1013.16 IN 1008.3 OUT 1008.3
DI TOP 1020.55 IN 1014.8 OUT 1014.7
DI TOP 1012.98 IN 1008.1 OUT 1008.0
DI TOP 1011.30 OUT 1008.1
SWCB TOP 1015.64 OUT 1009.9
SWCB TOP 1014.5 IN 1009.5 OUT 1009.5
SWCB TOP 1013.6 IN 1008.4 OUT 1008.3
SWCB TOP 1005.63 IN(A) 998.4 IN(B) 997.5 OUT 976.4
OCS TOP 981.65 OUT 972.5
PUMP
HW INV 972.5
INV 975.6
INV 975.6
INV 972.6
TOP 984.82
TOP 1014.98
TOP 1012.98
TOP 1011.30
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LL 754
LL 742
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1/2"RBR FND
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1/2"RBR FND
1/2"RBR

SITE PHOTOGRAPHS



19



20



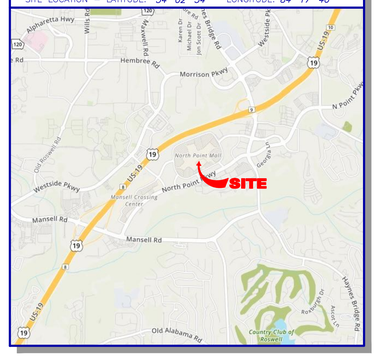
21



22

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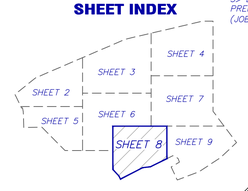
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SHEET 8 OF 9

SHEET INDEX



CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 41,014', AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TRIMBLE S-6 TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIEL

IF YOU DIG

811 Know what's **below.** **Call** before you dig. Dial 811 Or Call 800-282-7411

GRAPHIC SCALE

0 20 40 100 200

1" = 40'

LEGEND

STANDARD ABBREVIATIONS		STANDARD SYMBOLS
AC	AIR CONDITIONER	LIMITED ACCESS
BH	BORE HOLE	POWER POLE
BSL	BUILDING SETBACK LINE	GUY WIRE
CI	CURB INLET	POWER LINE
CMP	CORRUGATED METAL PIPE	LIGHT POLE
CMF	CONCRETE MONUMENT FND	ELECTRIC TRANSFORMER
CO	SANITARY CLEANOUT	WATER VAULT
CPED	COMMUNICATION PEDESTAL	GAS VALVE
CTP	CRIMPED TOP PIPE	GAS METER
DI	DROP INLET	WATER VALVE
DIP	DUCTILE IRON PIPE	WATER METER
DWCB	DOUBLE WING CATCH BASIN	FIRE HYDRANT
FNC	FENCE	UNDERGROUND ELECTRIC LINE
FND	FOUND	UNDERGROUND GAS LINE
GM	GAS METER	UNDERGROUND COMMUNICATION LINE
INV	INVERT	UNDERGROUND WATER LINE
JB	JUNCTION BOX	PHOTO POSITION INDICATOR
MH	MANHOLE	REGULAR PARKING SPACE COUNT
OCS	OUTLET CONTROL STRUCTURE	HANDICAP PARKING SPACE
OTP	OPEN TOP PIPE	TREE POSITION INDICATOR
PM	POWER METER	SIGN
PKS	PK NAIL SET	CONCRETE
POB	POINT OF BEGINNING	
POC	POINT OF COMMENCEMENT	
RCP	REINFORCED CONCRETE PIPE	
RBR	IRON REINFORCING BAR	
RBS	5/8"RBR SET CAPPED LSF 621	
SS	SANITARY SEWER	
SWCB	SINGLE WING CATCH BASIN	
TRANS	ELECTRIC TRANSFORMER	

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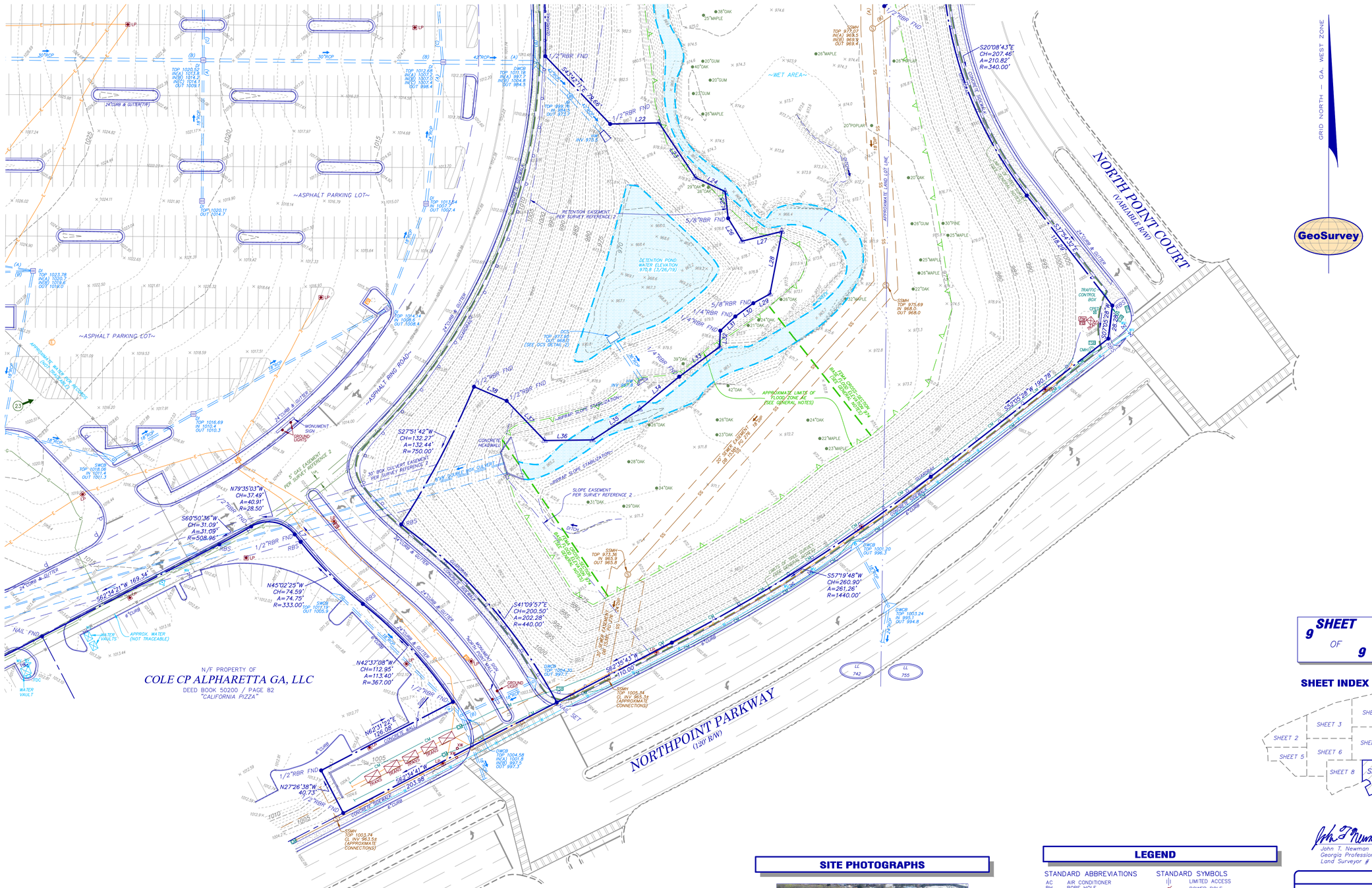
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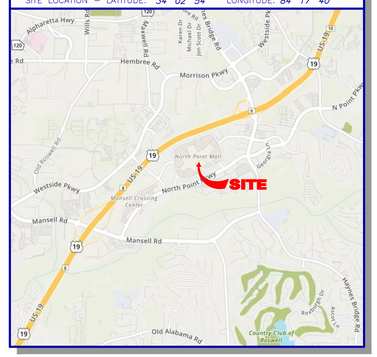
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3> PROPERTY PLAT FOR COUSINS PROPERTIES, INC., PREPARE BY ENGINEERING & INSPECTION SYSTEMS, INC., DATED JUNE 16, 2014 (JOB NO. 14-1-007).

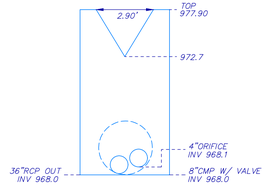
4> ALTA/ACSM LAND TITLE SURVEY FOR GGP NORTH POINT LAND LLC, PREPARED BY GEOSURVEY, LTD., DATED MARCH 9, 2012 (JOB NO. 20124284-02).

5> BUILDING FOOTPRINT AREA CERTIFICATION FOR GGP NORTH POINT LAND LLC, PREPARED BY GEOSURVEY, LTD., DATED DECEMBER 10, 2013 (JOB NO. 20124284-05).

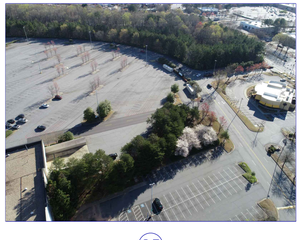
SHEET 9 OF 9

SHEET INDEX

OCS DETAIL 2



SITE PHOTOGRAPHS



23

GRAPHIC SCALE

0 20 40 100 200

1" = 40'

LEGEND

STANDARD ABBREVIATIONS		STANDARD SYMBOLS
AC	AIR CONDITIONER	LIMITED ACCESS
BH	BORE HOLE	POWER POLE
BSL	BUILDING SETBACK LINE	GUY WIRE
CI	CURB INLET	POWER LINE
CMP	CORRUGATED METAL PIPE	LIGHT POLE
CMF	CONCRETE MONUMENT FND	ELECTRIC TRANSFORMER
CO	SANITARY CLEANOUT	
CPED	COMMUNICATION PEDESTAL	
CTP	CRIMPED TOP PIPE	WATER VAULT
DI	DROP INLET	
DIP	DUCTILE IRON PIPE	GAS VALVE
DWCB	DOUBLE WING CATCH BASIN	GAS METER
FNC	FENCE	WATER VALVE
FND	FOUND	WATER METER
GM	GAS METER	FIRE HYDRANT
INV	INVERT	UNDERGROUND ELECTRIC LINE
JB	JUNCTION BOX	UNDERGROUND GAS LINE
MH	MANHOLE	UNDERGROUND COMMUNICATION LINE
OCS	OUTLET CONTROL STRUCTURE	UNDERGROUND WATER LINE
OTP	OPEN TOP PIPE	PHOTO POSITION INDICATOR
PM	POWER METER	
PKS	PK NAIL SET	REGULAR PARKING SPACE COUNT
POB	POINT OF BEGINNING	
POC	POINT OF COMMENCEMENT	HANDICAP PARKING SPACE
RCP	REINFORCED CONCRETE PIPE	
RBR	IRON REINFORCING BAR	TREE POSITION INDICATOR
RBS	5/8"RBR SET CAPPED LSF 621	SIGN
SS	SANITARY SEWER	
SWCB	SINGLE WING CATCH BASIN	CONCRETE
TRANS	ELECTRIC TRANSFORMER	

GeoSurvey

Land Surveying • 3D Laser Scanning

1660 Barnes Mill Road
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Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

GEORGIA REGISTERED PROFESSIONAL NO. 3324 LAND SURVEYOR JOHN T. NEWMAN

John T. Newman
Georgia Professional
Land Surveyor # 3324

PARTIAL TOPOGRAPHIC SURVEY OF

North Point Mall

FOR

GGP North Point, Inc.

GS JOB NO: 20124284	DRAWING SCALE: 1"= 40'	SURVEY DATE: 04-12-2019	
FIELD WORK: CB/EP	CITY: ALPHARETTA STATE: GA	REVISIONS	
PROJ MGR: JTN	COUNTY: FULTON	No.	Date	Description
REVIEWED: JRC	LAND LOT: 688,689,700,701 742,743,754,755	1.	6-20-19	Add easements per surv. ref. 2
DWG FILE: 20124284-6.dwg	DISTRICT: 1ST SECTION: 2ND	2.	8-13-19	Add 6" trees along Northpoint Dr (sheets 4 & 7)
		3.	9-26-19	Add numbered trees per arborist

MODIFIED ARBORIST REPORT FOR:

Sears Frontage and Associated Parking areas - Northpoint Mall

Alpharetta, Georgia

Prepared for:

Kimley Horn
Visual Inspection only

Prepared by:
T.J. Schell, LLC
Landscape Architects
And Certified Arborists
2985 Gordy Parkway, Suite 422
Marietta, GA 30066
teresa@tjschell.com
Cell 770-361-2319

Teresa H. Eldredge, RLA, ISA
Certified Arborist
ISA SO-5442A

July 2, 2018

City of Alpharetta:

8" dbh Understory Trees
10" dbh Sourwood
20" dbh Southern Magnolia, Deodar Cedar, Arborvitae, Beech, Blackgum, Persimmon, Sassafras, or similar
24" dbh Overstory- all others not mentioned;
30" dbh Genus pine, sweetgum, and poplar

Boundary Tree – Per City of Alpharetta Tree Ordinance:
Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.
Condition Criteria – Per City of Alpharetta Tree Ordinance: Per Arborist Report submitted with the approval of Director

The trees in this report consist mainly of existing parking lot trees planted anytime within the last 20-30 years. While some of the trees have sufficient root area (large sloped landscape area), most of the trees have limited root space in islands and/or long linear islands. In addition, many of the islands have excessive amounts of mulch. The existing crape myrtles and a variety of tree form hollies have been routinely pruned (topped and/or limbed up excessively), often contrary to ANSI standards and (in my opinion) should not be considered specimen. Most of the cherry trees have heavily girdled roots. The existing trees in poor condition are shown below.

1. **Maple – 8” DBH** – (Tree #11 on Plan) Radial dieback, stressed canopy and included bark at crotch. Poor Condition



2. **Maple – 8” DBH** – (Tree #37 on Plan) 95% Canopy dieback – tree is dying. Poor Condition



3. **Maple – 6” DBH** – (Tree **#38** on Plan) +50% Canopy dieback shown in July – tree is in decline. Poor Condition



4. **Maple – 7” DBH** – (Tree **#41** on Plan) Main/Central leader dead – tree is in decline with sunscald on trunk - Poor Condition



5. **Maple – 7” DBH** – (Tree **#42** on Plan) Cracked bark/sunscald in multiple areas along trunk – stressed canopy - Poor Condition



6. **Maple – 7” DBH** – (Tree **#48** on Plan) Cracked bark/sunscald in multiple areas along trunk – stressed canopy - Poor Condition



7. **Maple – 7” DBH** – (Tree **#49** on Plan) Cracked bark/sunscald in multiple areas along trunk – Main leader dead/dying - Poor Condition



8. **Maple – 7” DBH** – (Tree **#52** on Plan) Cracked bark/sunscald over 50% of trunk –- Poor Condition



9. **Maple – 7” DBH** – (Tree **#53** on Plan) Cracked bark/sunscald in multiple areas along trunk – Stressed Canopy - Poor Condition



10. **Maple – 7” DBH** – (Tree **#54** on Plan) One main leader dead/ +2% - Remaining canopy stressed - Poor Condition



11. **Cherry – 8” DBH** – (Tree **#101** on Plan) Trunk has pass through at +/-1’ above grade with obvious structural defect - Poor Condition



12. **Maple – 9” DBH** – (Tree **#162** on Plan) Cracked bark/sunscald over 50% of trunk –- Poor Condition



13. **Maple – 9” DBH** – (Tree **#163** on Plan) Cracked bark/sunscald and obvious decay on much of trunk –- Poor Condition



14. **Maple – 9” DBH** – (Tree **#164** on Plan) Cracked bark/sunscald and main leader dead –- Poor Condition



15. **Maple – 10” DBH** – (Tree **#171** on Plan) Cracked bark/sunscald over 50% of trunk –- Poor Condition



16. **Maple – 9” DBH** – (Tree **#172** on Plan) Cracked bark/sunscald and main leader dead –- Poor Condition



17. **Maple – 9” DBH** – (Tree **#174** on Plan) Cracked bark/sunscald and large wound at base –- Poor Condition



18. **Maple – 9” DBH** – (Tree **#178** on Plan) Cracked bark/sunscald & +50% canopy dieback - Poor Condition



19. **Maple – 9” DBH** – (Tree **#179** on Plan) Cracked bark/sunscald and 50% canopy dieback - Poor Condition



20. **Maple – 9” DBH** – (Tree **#180** on Plan) Cracked bark/sunscald – mulch is +/- 4’ deep - Poor Condition



21. **Maple – 2” DBH** – (Tree **#183** on Plan) Dead/Dying - Poor Condition



22. **Maple – 9” DBH** – (Tree **#186** on Plan) Cracked bark/sunscald and + 30% canopy dieback - Poor Condition



23. **Maple – 9” DBH** – (Tree **#187** on Plan) Cracked bark/sunscald and 30% canopy dieback - Poor Condition



24. **Maple – 9” DBH** – (Tree **#188** on Plan) Cracked bark/sunscald with dead main leader - Poor Condition



25. **Maple – 9” DBH** – (Tree **#189** on Plan) Cracked bark/sunscald with +30% canopy dieback - Poor Condition



26. **Maple – 8” DBH** – (Tree **#189** on Plan) Cracked bark/sunscald with +30% canopy dieback - Poor Condition



27. **Maple – 9” DBH** – (Tree **#190** on Plan) Cracked bark/sunscald with +30% canopy dieback – all these islands have too much mulch - Poor Condition



28. **Maple – 9” DBH** – (Tree **#191** on Plan) Cracked bark/sunscald with 25% radial dieback and canopy dieback/included bark - Poor Condition



29. **Maple – 10” DBH** – (Tree **#209** on Plan) Cracked bark/sunscald with 25% radial dieback and canopy dieback/included bark - Poor Condition



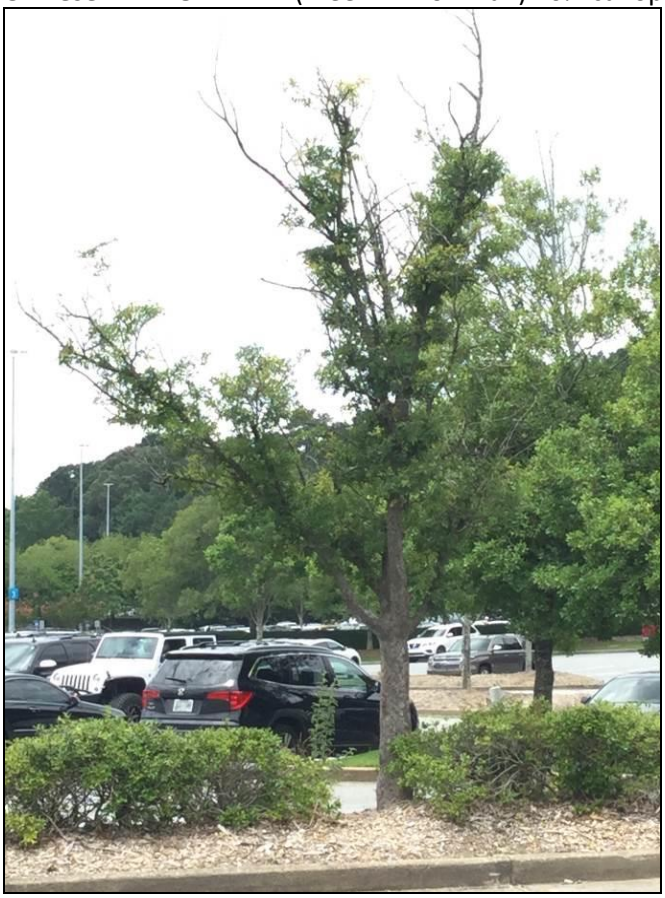
30. **Maple – 9” DBH** – (Tree **#210** on Plan) Cracked bark with large hollow area and +30% canopy dieback - Poor Condition



31. **Chinese Elm – 8” DBH** – (Tree **#212** on Plan) 30% canopy dieback - Poor Condition



32. **Chinese Elm – 8” DBH** – (Tree **#214** on Plan) 40% canopy dieback - Poor Condition



33. **Chinese Elm – 12” DBH** – (Tree **#217** on Plan) 30% canopy dieback - Poor Condition



Methodology Meeting Packet (MMP) – DRAFT

Project Eco
DRI #3469

City of Alpharetta, Georgia

Methodology Meeting:

March 28, 2022 @ 10:00 AM

Applicant:

Trademark Property Company

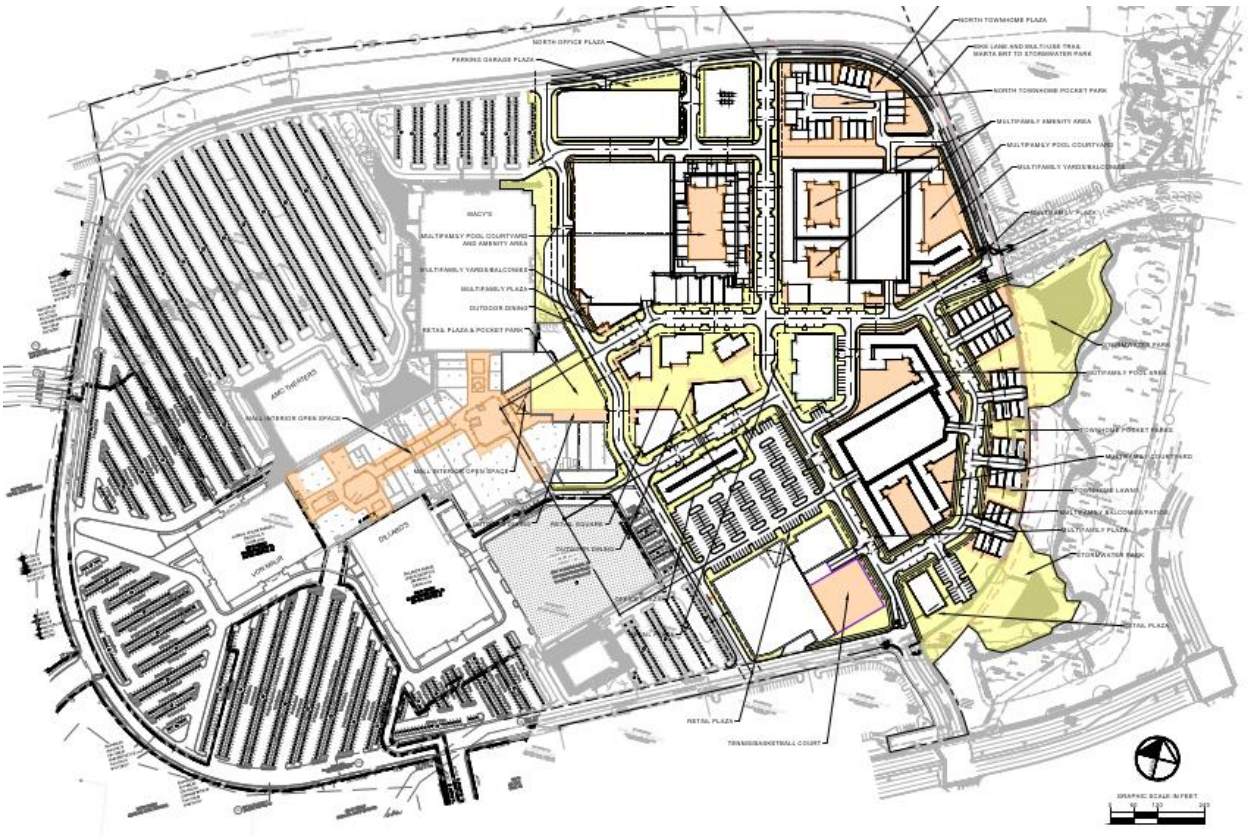
Kimley»Horn

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DRI Name & Number	Project Eco DRI #3469
Methodology Meeting Date	March 28, 2022 – 10:00 AM

Project Rendering



Project Orientation

Permitting Local Government	City of Alpharetta
Additional Local Government(s) with development approval authority	N/A
DRI Trigger	Rezoning
DRI Trigger Application/Permit #	Application to be filed prior to April 4
Qualifying DRI Threshold Exceeded	600,000 SF for Mixed-Use in Regional Center/Regional Employment Corridor
Existing Zoning	PSC, MU
Proposed Zoning	MU

Project Information

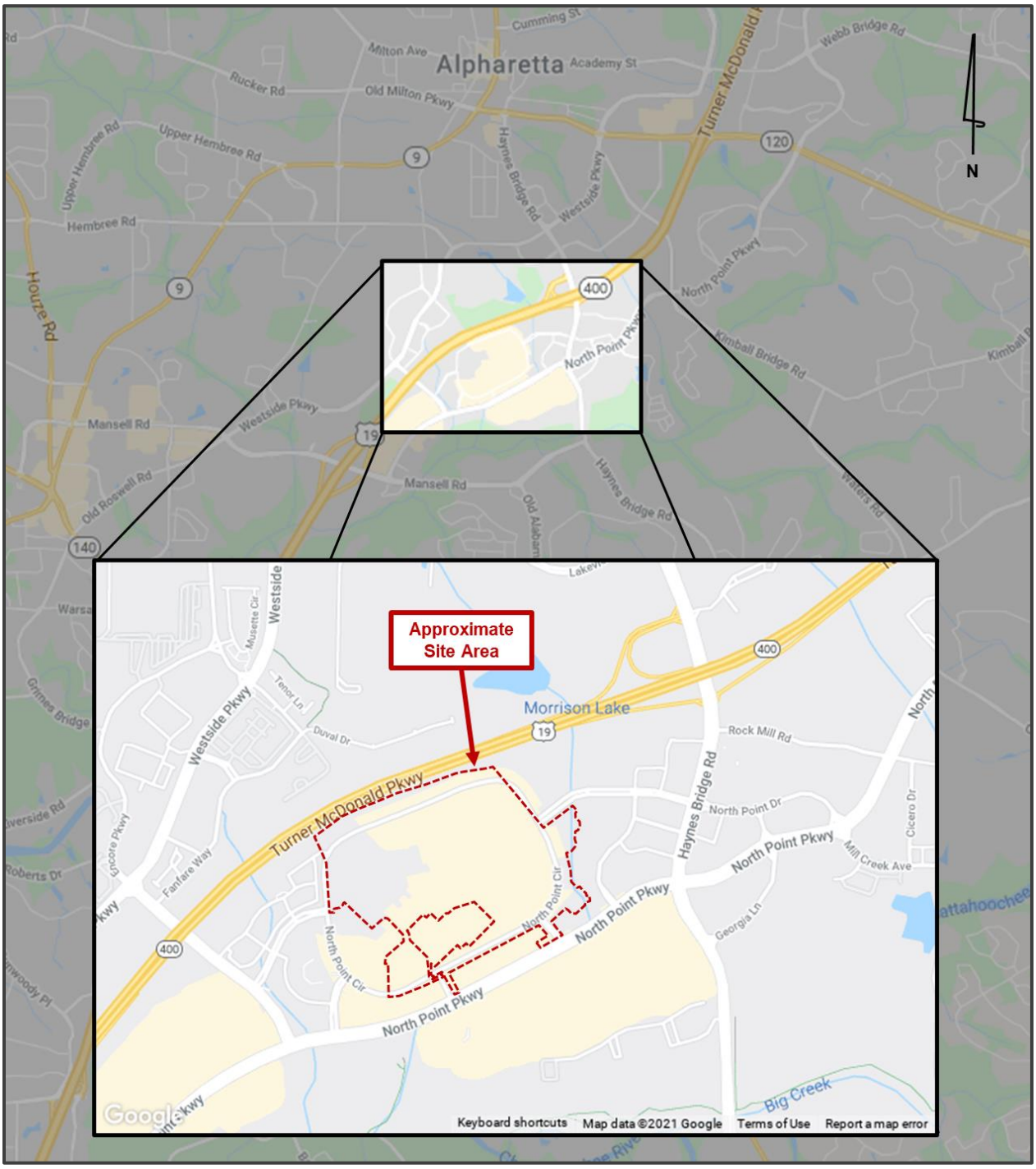
Land Use	Density
Townhomes	36 units
Multifamily Residential	900 units
Hotel	150 rooms
Office	120,000 SF
Retail	244,560 SF
Restaurant	71,140 SF

**512,000 SF of existing mall space (semi-vacant, 235,000 SF occupied) to be demolished*

Project Location

GPS Coordinates	34.050098, -84.291842
Location Description	6000 North Point Circle, Alpharetta, GA 30022
Site Acreage	Approximately 83.67 acres to be rezoned
Unified Growth Policy Map land use area designation	North Point Regional Center, Regional Employment Corridor
Neighboring Jurisdictions	None within 1 mile of the project site

Project Orientation Map



Project Driveways & Access Points

The proposed project will use the existing access points for North Point Mall.

Driveway Name	EX/PR	Along	Movements	Location
North Point Drive	Existing	Haynes Bridge Road	Full	Signal approx. 1,000' south of SR 400
Mall Access A	Existing	North Point Parkway	Full	Signal approx.1,300' south of Haynes Bridge Road
Mall Access B	Existing	North Point Parkway	Full	Signal approx. 2,600' south of Haynes Bridge Road
Mall Access C	Existing	North Point Parkway	Full	Signal approx. 3,900' south of Haynes Bridge Road
North Point Center	Existing	Encore Parkway	Full	Signal approx. 1,000' south of SR 400

Project Build Out Year & Phase(s)

Build Out Year	2030
Phases	For purposes of DRI, project will be considered One Phase

Net Average Daily Trips (ADT) & Requested Review Schedule

Net Average Daily Trips (ADT)	10,516 (5,258 entering, 5,258 exiting)
Requested Review Schedule	GRTA – Non-Expedited ARC – Expedited Review (per North Point LCI)
Requested Transportation Study Type	Transportation Impact Study

Government Stakeholders

GRTA	MARTA
ARC	North Fulton CID
City of Alpahretta	GDOT

Applicant Stakeholders (Section 1.2.2)

Applicant	Weston Graves	Trademark Property Company
Applicant	Monica Luera	Trademark Property Company
Attorney	Carl Westmoreland	Morris, Manning, & Martin, LLP
Civil Engineer	Tyler Rosser	Kimley-Horn
Civil Engineer	Bob Vance	Kimley-Horn
Traffic Engineer	John Walker	Kimley-Horn
Traffic Engineer	Harrison Forder	Kimley-Horn

Applicant Email & Mailing Address

Weston Graves
VP of Design & Construction, Trademark Property Company
wgraves@trademarkproperty.com
1701 River Run, Suite 500
Fort Worth, TX 76107

Planning Context

Programmed Projects

Project Name	From / To Points:	Sponsor	GDOT PI #	ARC ID # (TIP)	Design FY	ROW / UTL FY	CST FY
Alpha Loop	Lakeview Parkway to North Point Parkway	City of Alpharetta	N/A	N/A	Ongoing	Ongoing	Ongoing
North Point Parkway Streetscape	Mansell Road to Haynes Bridge Road	City of Alpharetta	0017814	FN-179	2021	2023	2025
SR 400 Express Lanes	North Springs MARTA to Mcfarland Parkway	GDOT	0001757	AR-ML-300	2005	2019	2021

**Project information was obtained from GeoPI (GDOT), the Atlanta Region's Plan (ARC), and North Fulton CID*

Programmed Project Attached Design Documents

None Attached

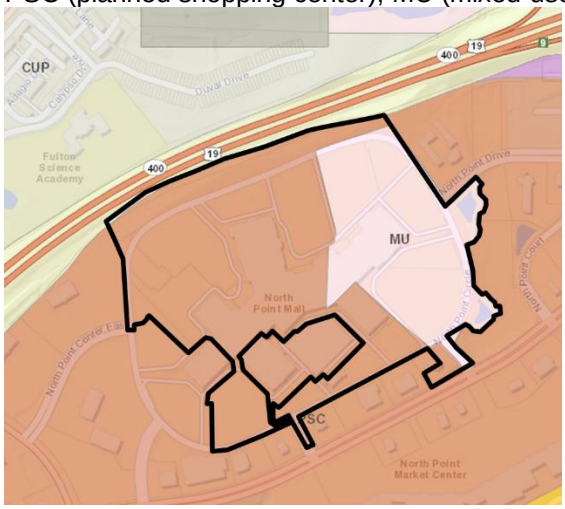
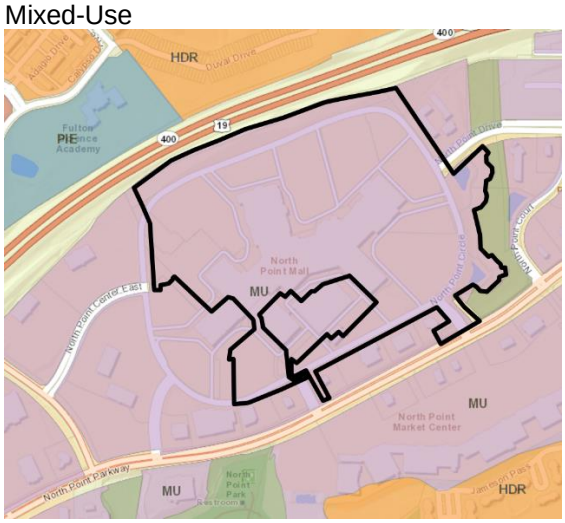
Transportation Project Interaction with DRI

- The Alpha Loop will be built along the western side of the site and across SR 400 to connect to the Big Creek Greenway.
- **The SR 400 Express Lanes project includes the potential for a MARTA Bus Rapid Transit (BRT) Station along SR 400. The BRT station will have a pedestrian connection into the site near the proposed office building.**

Planned Projects

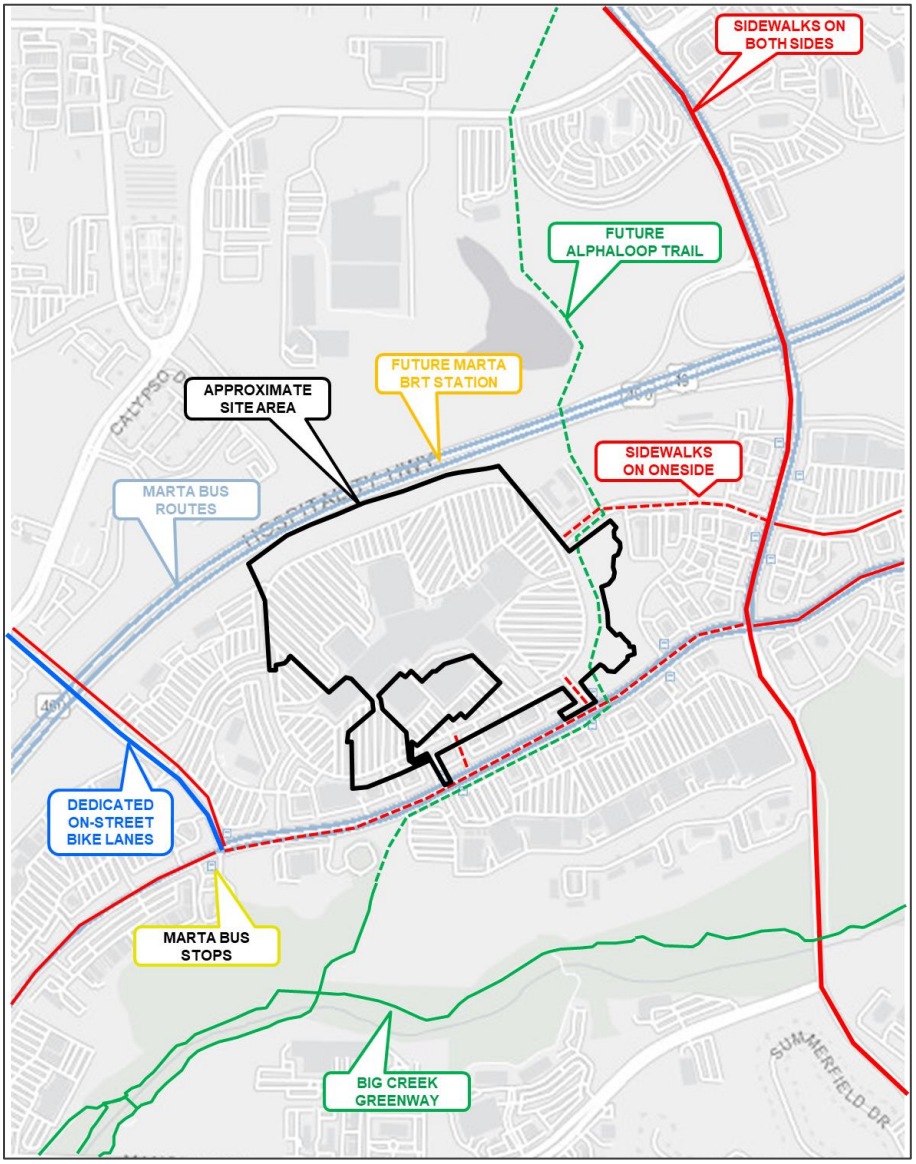
Project Name	From / To Points:	Potential Sponsor	Project ID #	Project Timeline	Planning Document
GA 400 High Capacity Premium Transit	North Springs MARTA to Windward Parkway	MARTA	AR-470	2050	ARC Fact Sheet

Land Use and Zoning

Existing Zoning	PSC (planned shopping center), MU (mixed-use) 
Future Land Use Map	Mixed-Use 
Land Use Vision & Goals:	The site is located within an area that has been included in the North Point LCI by the City of Alpharetta. The vision for the area including and surrounding the project site has identified the need to redevelop expansive surface parking lots with mixed-use development, and construct useable green space adjacent to the mall.
Relation to Existing Land Use Plans:	The proposed Project Eco development is consistent with the plans listed above by redeveloping surface parking into mixed-use development, providing direct connections to the proposed Alpha Loop, and establishing a north-south and east-west street grid on the end of the mall property.
Chattahoochee River/ Metropolitan River Protection Act	N/A

Alternative Mode Access

Existing Alternative Transportation Map



Bicycle and Pedestrian Context

Description of Existing Infrastructure

Bicycle	On-street bicycle facilities are provided along Encore Parkway. The Big Creek Greenway is located 1/3 mile from the project site.
Pedestrian	Sidewalks are provided along both sides of Haynes Bridge Road and along one side of North Point Parkway in the vicinity of the site.

Sidewalk & Streetscape Ordinance Standards

North Point Overlay District Code

- Sidewalk widths: 10' minimum
- Street furniture and tree planting zone: 10' minimum
- Tree planting requirements: 40' on center maximum (center with streetlights)
- Street lighting requirements: 80' on center maximum (center between trees)

Sidewalks and streetscapes will be designed in accordance with City of Alpharetta standards and will be coordinated with the City during the permitting process.

Potential Pedestrian & Bicycle Destinations

Recreation	AlphaLoop, Big Creek Greenway, Cogburn Road Park
Institutional	Alpharetta High School, Northside Alpharetta Medical Campus, Alpharetta City Hall
Commercial/Retail	Shops at NorthPoint, Avalon
Entertainment	AmerisBank Amphitheatre, TopGolf

Transit Accommodations

Existing Transit Routes

Route #	Service Locations
140	Local service to North Springs MARTA rail station
141	Local service to North Springs MARTA rail station and Downtown Alpharetta

Existing High Capacity Transit Stations

Station	Access via
North Springs MARTA Station	Red Line, MARTA Route 40 & 41 (11.1 miles from site)
Proposed North Point BRT Station	Pedestrian Bridge to the station, located in the median of SR 400.

Existing Transit Service Details

Route	Operating Days	Span	Peak Headway
140	MON-FRI SAT SUN	6:00 AM – 11:20 PM 6:55 AM – 11:20 PM 6:55 AM – 11:20 PM	30 min 40 min 40 min
141	MON-FRI SAT SUN	5:45 AM – 12:20 AM 5:55 AM – 12:20 AM 5:55 AM – 12:20 PM	30 min 40 min 40 min

Proposed Pedestrian Route to Access Transit

- MARTA bus stops are located at each signal around the perimeter of the Mall. A shelter is provided at the intersection of North Point Parkway at North Point Circle.
- Facilities (including elevators/escalators/stairs) will be provided from the site to the proposed MARTA Bus Rapid Transit in the median of SR 400, when constructed.

Transit Stop Ridership

Existing	See **Attachment C**.
Proposed	+ 200 boadings/200 alightings daily (50% of daily alt mode reduction)

Transit Stop Amenity Standards

- MARTA Bus Stop Sign – all bus stops are marked with a sign, contact for customer service and bus schedule information (MARTA Service Standards FY 2020, p. 30).
- Bench and Shelter Installation – riders can provide input for the placement of shelters, which must consider the following factors for urban, suburban, and rural areas: ridership, span of service, trip frequency, proximity to other shelters, Title VI compliance, local land use. Additionally, installation shall be considered based on the following constraints: site must accommodate a concrete pad and set back 10 feet from roadway, be ADA compliant and wheelchair accessible, not be next to a guardrail, barrier, or fire hydrant, not block vehicular traffic, and comply with all other local jurisdictional requirements including ordinances and design guidelines. Additionally, MARTA (MARTA Service Standards FY 2020, p. 30).
    - Note: FY 2019 noted specific ridership requirements of at least 15 boardings per day for a bench, and at least 25 boardings per day for a shelter.

Trip Generation & Adjustments

Trip Generation Inputs

- ITE Trip Generation Manual Used
- ITE Land Use Code(s)
- ITE Independent Variable Inputs for each Land Use Code
- Day & Time of Day of ITE Surveys
- ITE Trip Generation Formula Used

LUC	Land Use	Ind. Variable	DAILY	AM	PM
			Weekday	*Weekday, Peak of Adj. Street Traffic*	
				7AM-9AM	*4PM-6PM*
220	Multi-Family Housing (Low-Rise)	Per 1 Unit	7.56X – 40.86 50% In/50% Out	0.95Ln(X) – 0.51 23% In/77% Out	0.89Ln(X) – 0.02 63% In/37% Out
221	Multi-Family Housing (Mid-Rise)	Per 1 Unit	5.45X – 1.75 50% In/50% Out	0.98Ln(X) – 0.98 26% In/74% Out	0.96Ln(X) – 0.63 61% In/39% Out
310	Hotel	Per 1 Room	11.29X – 426.97 50% In/50% Out	0.5X – 5.34 59% In/41% Out	0.75X – 26.02 51% In/49% Out
710	General Office Building	Per 1,000 SF	0.97Ln(X) + 2.5 50% In/50% Out	0.94X + 26.49 86% In/14% Out	0.95Ln(X) + 0.36 16% In/84% Out
820	Shopping Center	Per 1,000 SF	37.75X 50% In/50% Out	0.94X 62% In/38% Out	3.81X 48% In/52% Out
932	High-Turnover (Sit-Down) Restaurant	Per 1,000 SF	112.18X 50% In/50% Out	9.94X 55% In/45% Out	9.77X 62% In/38% Out

**All rates and equations listed are from the ITE Trip Generation Manual, 10th Edition, 2017*

Trip Generation Calculation Alternative Approaches

- N/A

Trip Generation Summary Table

	Daily	AM	PM
Gross Trips	**24,880**	**1,459**	**2,237**
235,000 SF retail Trips (to be removed)	*-8,872*	*-221*	*-895*
Mixed-Use	*-2,164*	*-280*	*-578*
Alt. Mode	*-690*	*-48*	*-39*
Pass-by	*-2,638*	*-0*	*-130*
Net Trips	**10,516**	**910**	**595**

See **Attachment A** for a full trip generation table shown by land use and peak.

Trip Generation Reductions

Existing Square Footage to be demolished/redeveloped

- Retail – 235,000 SF of existing, occupied retail space to be demolished. An additional 277,000 SF of vacant mall space will be demolished (total 512,000 SF).

Alternative Mode Reduction

Contributing Factors

Summary of Existing and Proposed Bicycle / Pedestrian / Transit

Pedestrian facilities will be provided along the site frontage. Additionally, pedestrian facilities will be provided through the development, providing connections between each land use and between the mall and the greater pedestrian network. A connection will be made to the proposed Alphaloop trail on the eastern edge of the site (near the townhomes). The site will provide a connection to the proposed North Point MARTA BRT station, if constructed.

Parking Requirements & Proposed Amount

Land Use	Min (20% reduction allowed in North Point Overlay District)	Max
Office	576 1 per 250 SF	N/A
Restaurant	570 1 per 100 SF	N/A
Retail	783 1 per 250 SF	N/A
Hotel	126 1 per room, plus 1 per 20 rooms	N/A
Multi-family Residential	1,116 1.15 per unit	N/A
Townhomes/Cottages	72 1 per bedroom	N/A
Remaining Mall Area	1,831 1 per 285 SF	
Total	**5,074 spaces**	**N/A**

A total of 6,188 parking spaces are proposed for the site, located in a combination of existing surface lots (3,123 spaces), an existing parking deck (1,175 spaces), proposed parking decks (1,200 spaces), surface parking (170 spaces), townhome restricted spaces (120 spaces), and on-street parking (100 spaces). Per code, the required number of parking spaces may be reduced by 25% if shared parking is utilized. See site plan (last page) for parking details. Parking numbers are subject to change during site design.

Alternative Parking Provided (I.e. car share, vanpool, etc. If applicable)

- Dedicated parking for bicycles, vanpool, carpool and carshare
  - 2 bicycle spaces per residential unit and 1 bicycle space per 25 vehicle spaces minimum, per City code
- Dedicated parking for alternative charging vehicles
- Dedicated loading/unloading spaces

Alternative parking will be designed in accordance with City of Alpharetta standards and will be coordinated with the City during the permitting process. Other alternative parking options will be considered as design advances.

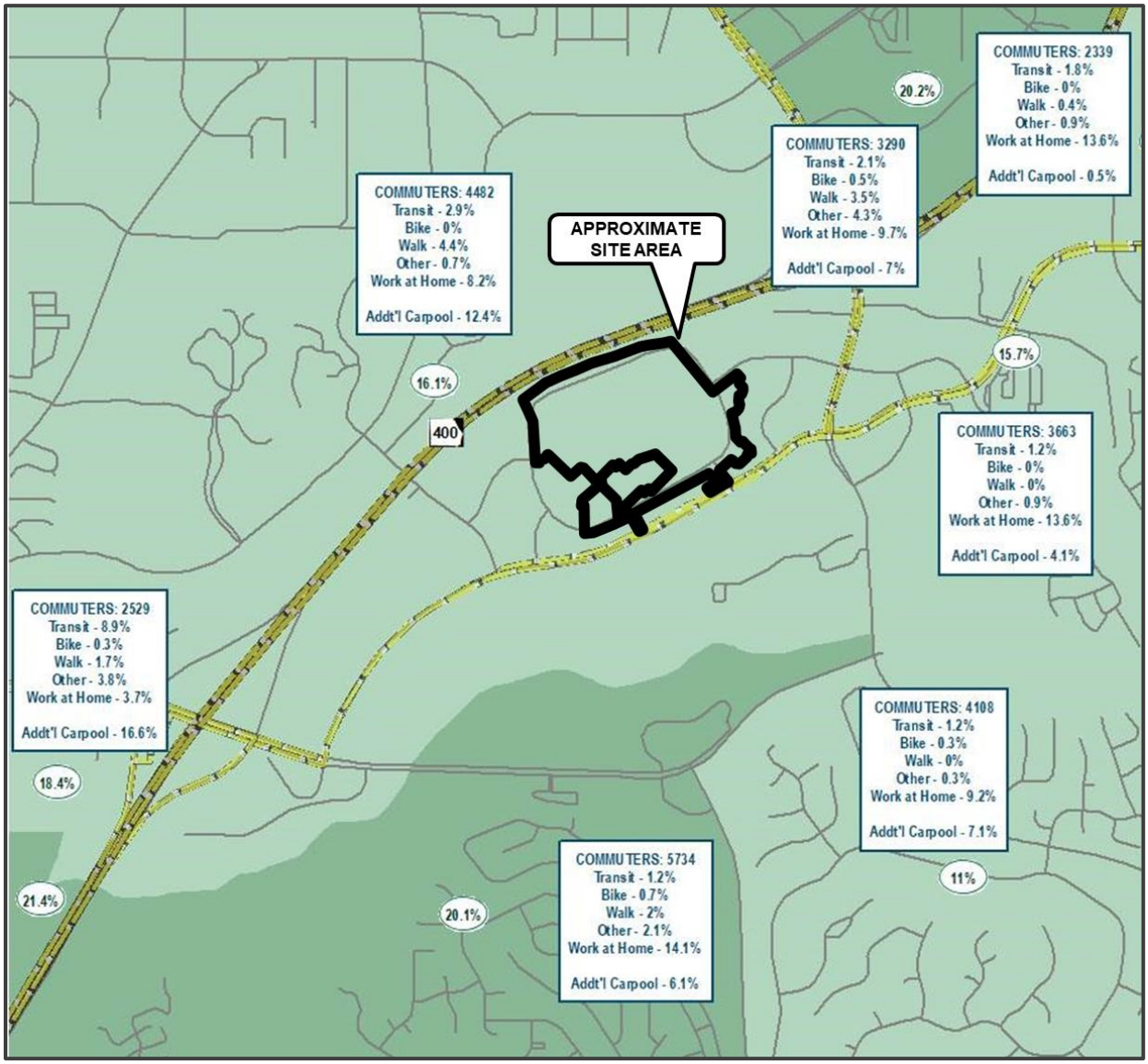
Affordable Housing

- Affordable Housing is not currently contemplated for the proposed residential development.

Transportation Demand Management

- Dedicated parking for bicycles, vanpool, carpool and carshare
  - Required by code – Bike code per city (minimum 447)
- Enhanced pedestrian environments including street trees and furniture zones
  - Streetscaping by code, per North Point Overlay District
- An established, verified employer program(s) encouraging employees to take transit, telework or work flexible schedules
  - Point in the North Point Overlay EcoDistrict credit
- Company fleet vehicles for staff to use who do not drive alone to work
  - N/A (possible)
- Showers and changing facilities for employees walking or bicycling to work
  - Yes – as required by code for >50,000 SF – 2/50,000 SF, max of 4
- Shuttle service and associated transit amenities such as transit shelters, benches, etc.
  - Provide a connection through the development to the proposed MARTA BRT station.
- Real-time transit arrival and departure information available to employees and visitors
  - N/A

Supplemental Commuter Data



**American Community Survey Census Commute to Work*

Proposed Reduction Percentage:

- 5%

Proposed Reduction Justification Explanation

- Proximity to existing bus service and proposed BRT service
- Direct connection to the AlphaLoop trail system
- Consistent with community trend shown in ACS Commute to Work data
- Site will have an emphasis on TDM to reduce the number of single vehicle trips.

Internal Capture / Mixed Use Reduction

- AM and PM peak hour internal capture reductions were calculated based on methodologies provided in the ITE *Trip Generation Handbook*, 3rd Edition, August 2014.
- Daily internal capture reductions were calculated based on methodologies provided in the ITE *Trip Generation Handbook*, 2nd Edition, June 2004 (daily not provided in 3rd Edition).
- See **Attachment A** for more detail on the internal capture reduction calculations.

Pass-by Trips Reduction

Proposed Pass-by Trips Table:

Pass-by reductions included based on the ITE Trip Generation Manual Handbook, 3rd Edition.

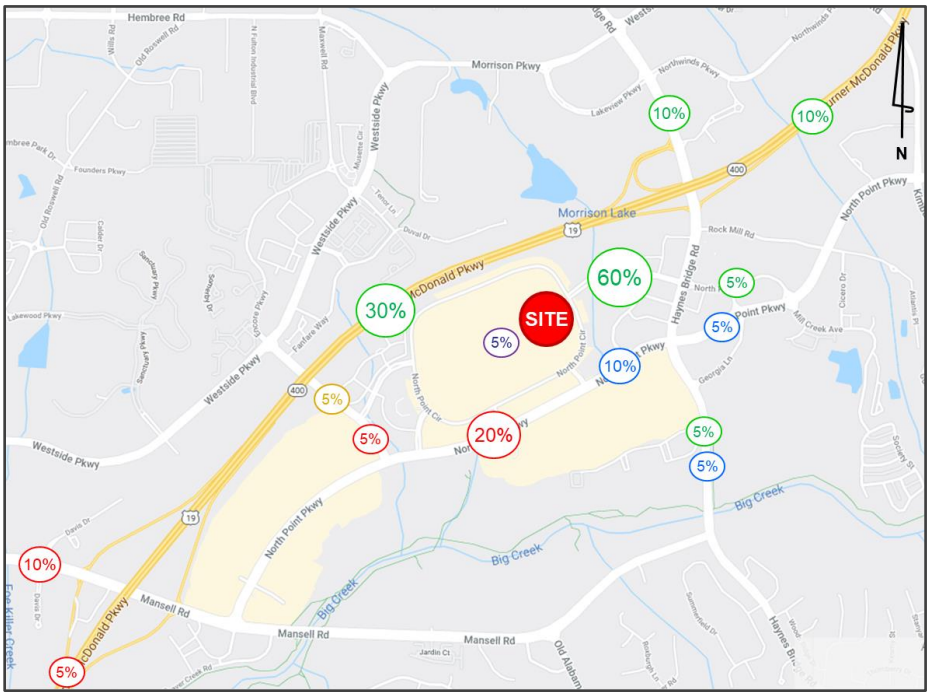
Land Use	Square Feet	Estimated # Pass-by Trips	Pass-by Access Roadway	15% of Daily Volume
Retail	244,560 SF*	1,260 (204 entering/204 exiting)	North Point Parkway/Haynes Bridge Road	3,450 *23,000 AADT GDOT STA 121-0823*
Restaurant	71,140 SF*	1,376 (769 entering/769 exiting)	North Point Parkway/Haynes Bridge Road	3,450 *23,000 AADT GDOT STA 121-0823*
Total	**315,700 SF***	**2,636 (1,318 entering/1,318 exiting)**	**North Point Parkway/Haynes Bridge Road**	**3,450 *23,000 AADT GDOT STA 121-0823***

**For the pass-by trip calculation retail and restaurant raw trip generation counts were reduced by the existing retail on-site being demolished.*

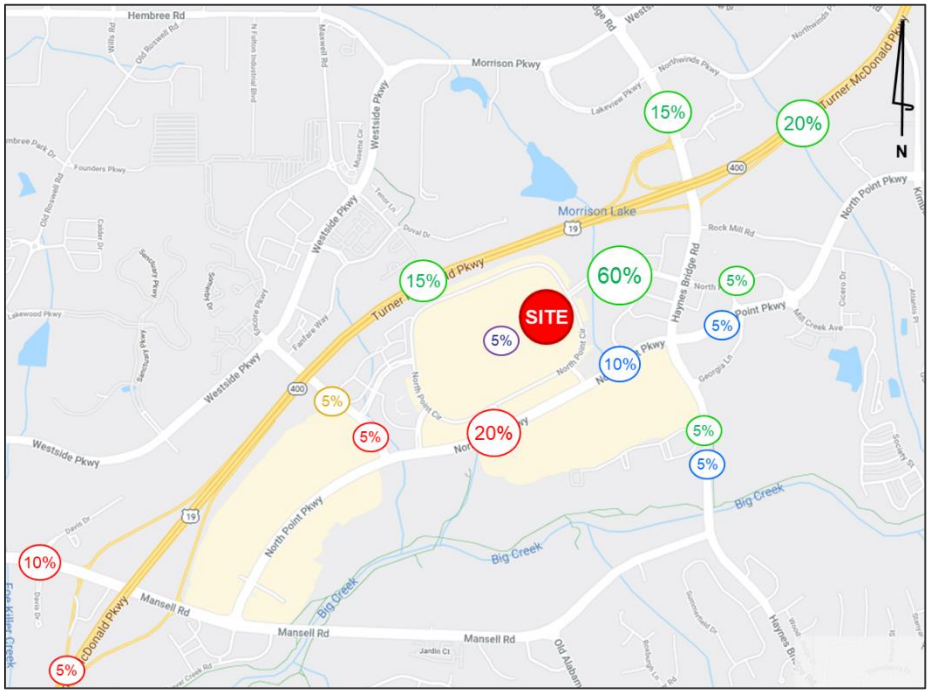
Trip Assignment & Study Network

Description of Trip Assignment Methodology

Residential Trip Assignment Map



Non-Residential Trip Assignment Map

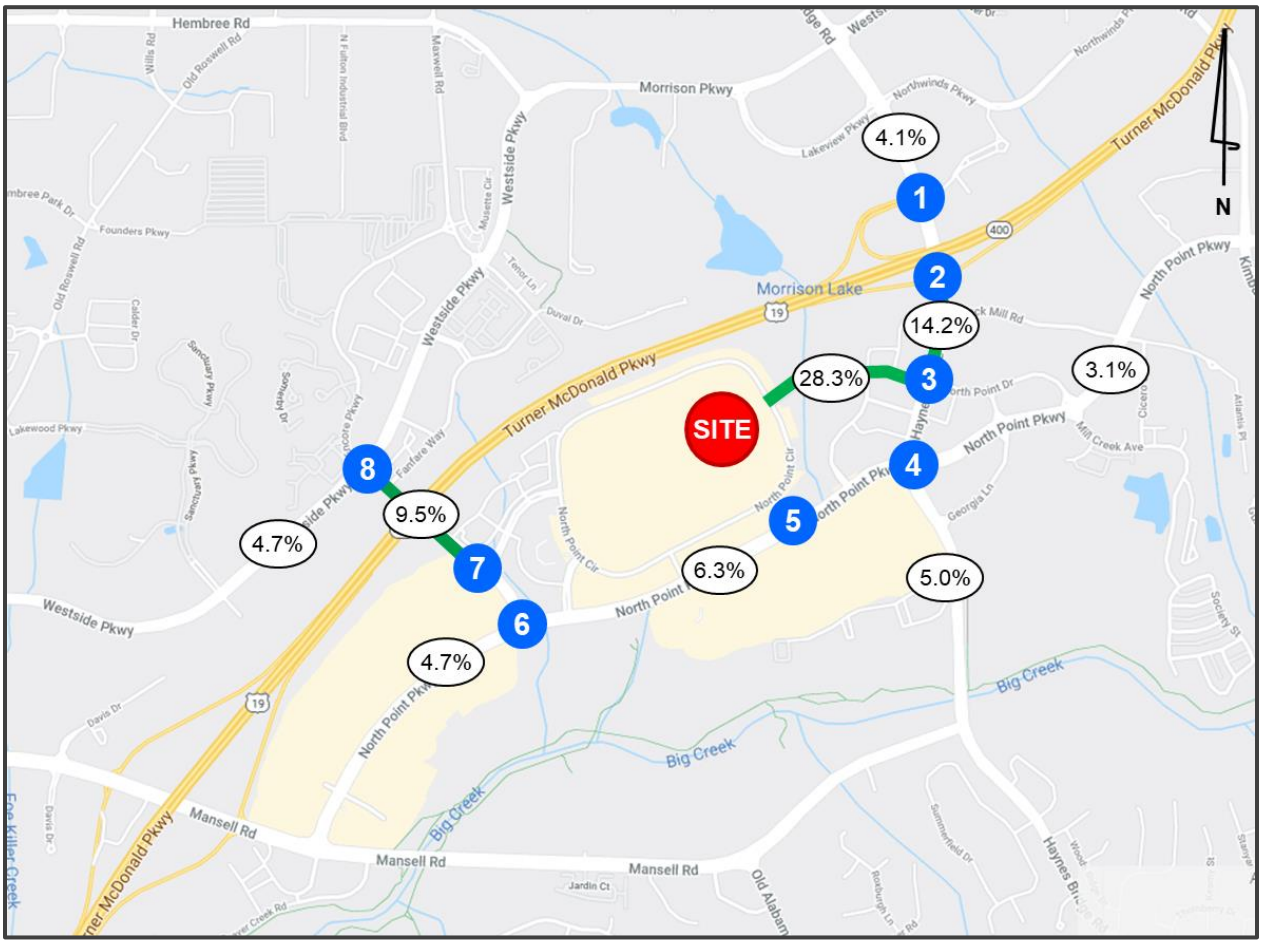


Draft Study Network

Study Network 7% Table

Roadway	From	To	Lanes	Class	Service Vol	Adj. Vol	%
Haynes Bridge Road	Morrison Parkway	SR 400	6	Mnr Art	51,000	51,000	4.1%
Haynes Bridge Road	SR 400	North Point Drive	7	Mnr Art	56,300	56,300	14.2%
Haynes Bridge Road	North Point Drive	North Point Parkway	6	Mnr Art	51,000	51,000	1.6%
Haynes Bridge Road	North Point Parkway	Mansell Road	4	Mnr Art	33,900	32,205	5.0%
North Point Parkway	Mansell Road	Encore Parkway	6	Maj Coll	51,000	51,000	4.7%
North Point Parkway	Encore Parkway	North Point Mall	6	Maj Coll	51,000	51,000	6.3%
North Point Parkway	North Point Mall	Haynes Bridge Road	6	Maj Coll	51,000	51,000	3.1%
North Point Parkway	Haynes Bridge Road	North Point Drive	6	Maj Coll	51,000	51,000	1.6%
North Point Parkway	North Point Drive	Kimball Bridge Road	6	Maj Coll	51,000	51,000	3.1%
Encore Parkway	North Point Parkway	North Point Center	2	Local	16,000	16,800	4.8%
Encore Parkway	North Point Center	Westside Parkway	2	Local	16,000	16,800	9.5%
North Point Drive	Mall Ring Road	Haynes Bridge Road	4	Local	33,900	33,900	28.3%
North Point Drive	Haynes Bridge Road	North Point Parkway	4	Local	33,900	33,900	2.4%
Westside Parkway	Encore Parkway	Mansell Road	4	Mnr Art	33,900	33,900	4.7%

Study Network Map



Roadway	Ownership
Haynes Bridge Road	City of Alpharetta
North Point Parkway	City of Alpharetta
North Point Drive	City of Alpharetta
Encore Parkway	City of Alpharetta
SR 400 Ramps	GDOT

Intersection	Existing Control
1. Haynes Bridge Road at SR 400 SB Ramps	Signalized
2. Haynes Bridge Road at SR 400 NB Ramps	Signalized
3. Haynes Bridge Road at North Point Drive	Signalized
4. Haynes Bridge Road at North Point Parkway	Signalized
5. North Point Parkway at Mall Access A	Signalized
6. North Point Parkway at Encore Parkway	Signalized
7. Encore Parkway at North Point Center	Signalized
8. Westside Parkway at Encore Parkway	Signalized

Proposed Study Network Additions or Deletions

- TBD at Methodology Meeting

Level of Service Standard(s)

- The site is located in the North Point Regional Center. The overall LOS standard is LOS E for all proposed study intersections.

Adjustments for Unified Growth Policy Map or ½ mi. of High Capacity Transit Station

- N/A

Scenario Modeling

Background Growth

Proposed Background Growth Rate

- Assume 1.0% per year for twelve (12) years (from 2018-2030)

Historic Traffic Count Growth Data

- See **Attachment B**.

Nearby Developments or DRIs Underway

- North Point Drive Residential Development – Providence Group – 159 residential units

Note: The actual schedule of this project is undetermined.

Multiple Growth Rate Accommodations

- None Proposed

Programmed Transportation Project Modeling

- N/A

Pedestrian Crosswalk Adjustment Factor

- N/A – Existing City of Alpharetta signal timings typically include pedestrian phasing, to be confirmed during study.

Vehicle Delay Factor for Transit Vehicles and/or Other Curbside Usage

- N/A – Majority of curbside activity will occur internal to the site

Enhanced Focus Area for Dense Urban Environments – N/A – not located within the Buckhead CID, Midtown Alliance, or Atlanta Downton Improvement District

Proposed Curbside Management Approach

Proposed Modeling Adjustments

Enhanced Focus Area for Heavy Vehicles – N/A – limited heavy vehicles anticipated

Proposed Truck Routing

Heavy Vehicle Modeling Percentage

Site Access Analysis for Pavement Condition, Roadway Width and Corner Radii

Proposed Pedestrian Infrastructure

Draft Schedule

Proposed Traffic Count Approach

Traffic Count Collection Date(s)

- If new counts are required, will be collected during the week of March 28 or April 11

Local School Schedule(s)

- Fulton County Schools –
    - Spring Break – Apr 4-8

Historical Counts

- Haynes Bridge Road at SR 400 SB Ramps (May 10, 2018)
- Haynes Bridge Road at SR 400 NB Ramps (May 10, 2018)
- Haynes Bridge Road at North Point Drive (May 10, 2018)
- Haynes Bridge Road at North Point Parkway (May 10, 2018)
- North Point Drive at Mall Ring Road (May 10, 2018)
- North Point Parkway at North Point Mall Access A (north) (May 10, 2018)
- North Point Parkway at North Point Mall Access B (middle) (May 10, 2018)
- North Point Parkway at North Point Mall Access C (south) (May 10, 2018)
- North Point Parkway at Encore Parkway (May 10, 2018)
- Mansell Road at North Point Parkway (May 10, 2018)
- Encore Parkway at North Point Center (May 10, 2018)
- Encore Parkway at Westside Parkway (May 10, 2018)

COVID-19 Approach

- Traffic volumes in the North Point area are still depressed due to COVID-19. Propose using historic data from May 2018 and growing volumes at 1.0% per year for four (4) years to develop Estimated 2022 volumes, then 1% per year for eight (8) years to 2030 volumes.

Draft Transportation Study Submittal Date

- Full DRI Package (Transportation Analysis and Site Plan) is submitted to GRTA and ARC for review – May 16 (assuming historic counts can be used)

Anticipated ARC & GRTA Review Schedule (Section 4.2)

- ARC opens their review (Preliminary Report) – May 19
- GRTA issues "Certificate of Completeness" – May 25
- ARC issues "Final Findings" – May 31
- GRTA issues "Staff Recommendations" – June 9
- Meeting/Conference Call to discuss the GRTA proposed conditions – Week of June 13
- GRTA issues the "Notice of Decision" (NOD) – June 21

**assumes a 15-calendar day review with ARC and a 25-business day review with GRTA*

DCA DRI 'Initial Form' & 'Additional Form' Submittal Date(s)

- DRI Form 1 Submitted – September 17
- DRI Form 2 to be Submitted – On or Before May 9

Key Permitting Local Government Review Board Date(s)

- Zoning Application submitted to the City of Alpharetta on March 1
- CZIM Meeting – April 13, May 11, June 8
- Planning Commission Hearing – May 5, June 2, July 7
- City Council Vote – May 23, June 27, July 25

Attachment A: Trip Generation

Trip Generation Analysis (10th Ed. with *2nd Edition Handbook* Daily IC & *3rd Edition* AM/PM IC)
Project Eco DRI #3469
City of Alpharetta, GA

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Proposed Site Traffic								
220 Multi-Family Housing (Low-Rise)	36 d.u.	232	18	4	14	24	15	9
221 Multi-Family Housing (Mid-Rise)	900 d.u.	4,904	295	77	218	365	223	142
310 Hotel	150 rooms	1,266	70	41	29	86	44	42
710 General Office Building	120,000 s.f.	1,266	139	120	19	135	22	113
720 Medical-Dental Office Building	0 s.f.	0	0	0	0	0	0	0
820 Shopping Center	244,560 s.f. gross leasable area	9,232	230	143	87	932	447	485
820 Shopping Center (Existing to be demolished)	*-235,000 s.f. gross leasable area*	*-8,872*	*-221*	*-137*	*-84*	*-895*	*-430*	*-465*
932 High-Turnover (Sit-Down) Restaurant	71,140 s.f.	7,980	707	389	318	695	431	264
Gross Trips (new development)		**24,880**	**1,459**	**774**	**685**	**2,237**	**1,182**	**1,055**
Gross Trips (reduced by demolished mall area)		**16,008**	**1,238**	**637**	**601**	**1,342**	**752**	**590**
Residential Trips		5,136	313	81	232	389	238	151
Mixed-Use Reductions		*-680*	*-49*	*-6*	*-43*	*-130*	*-66*	*-64*
Alternative Mode Reductions		*-222*	*-13*	*-4*	*-9*	*-13*	*-9*	*-4*
Adjusted Residential Trips		4,234	251	71	180	246	163	83
Hotel Trips		1,266	70	41	29	86	44	42
Mixed-Use Reductions		*-168*	*-13*	*-2*	*-11*	*-36*	*-21*	*-15*
Alternative Mode Reductions		*-54*	*-3*	*-2*	*-1*	*-3*	*-2*	*-1*
Adjusted Hotel Trips		1,044	54	37	17	47	21	26
Office Trips		1,266	139	120	19	135	22	113
Mixed-Use Reductions		*-248*	*-47*	*-30*	*-17*	*-38*	*-13*	*-25*
Alternative Mode Reductions		*-50*	*-5*	*-5*	*0*	*-5*	*-1*	*-4*
Adjusted Office Trips		968	87	85	2	92	8	84
Retail Trips		4,474	384	212	172	393	240	152
Mixed-Use Reductions		*-572*	*-57*	*-28*	*-29*	*-196*	*-102*	*-94*
Alternative Mode Reductions		*-196*	*-16*	*-9*	*-7*	*-10*	*-7*	*-3*
Pass By Reductions (Based on ITE Rates)		*-1,260*	*0*	*0*	*0*	*-64*	*-32*	*-32*
Adjusted Retail Trips		2,446	311	175	136	123	99	23
Restaurant Trips		3,866	332	183	149	339	208	132
Mixed-Use Reductions		*-496*	*-114*	*-74*	*-40*	*-178*	*-87*	*-91*
Alternative Mode Reductions		*-168*	*-11*	*-5*	*-6*	*-8*	*-6*	*-2*
Pass By Reductions (Based on ITE Rates)		*-1,376*	*0*	*0*	*0*	*-66*	*-33*	*-33*
Adjusted Restaurant Trips		1,826	207	104	103	87	82	6
Mixed-Use Reductions - TOTAL		*-2,164*	*-280*	*-140*	*-140*	*-578*	*-289*	*-289*
Alternative Mode Reductions - TOTAL		*-690*	*-48*	*-25*	*-23*	*-39*	*-25*	*-14*
Pass-By Reductions - TOTAL		*-2,636*	*0*	*0*	*0*	*-130*	*-65*	*-65*
Existing Development Trips								
New Trips		**10,518**	**910**	**472**	**438**	**595**	**373**	**222**
Driveway Volumes		**13,154**	**910**	**472**	**438**	**725**	**438**	**287**

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Project Eco DRI #3469

Growth Rate Table

Source:	GDOT
Location:	Haynes Bridge Road
	s/o North Point Parkway
Route #:	00133401
Route Type:	Minor Arterial
Station:	121-0823
Capacity:	

Count Year	Volume	Growth Rate
2014	18,300	
2015	19,700	7.65%
2016	20,300	3.05%
2017	21,500	5.91%
2018	22,800	6.05%
2019	23,000	0.88%
Avg. 1 Year Rates 2014-2019		**4.68%**

Source:	GDOT
Location:	SR 400
	s/o Haynes Bridge Road
Route #:	00000019
Route Type:	Freeway
Station:	121-0458
Capacity:	

Count Year	Volume	Growth Rate
2014	142,000	
2015	148,000	4.23%
2016	155,000	4.73%
2017	162,000	4.52%
2018	157,000	-3.09%
2019	157,000	0.00%
Avg. 1 Year Rates 2014-2019		**2.03%**

Source:	GDOT
Location:	Westside Parkway
	n/o Encore Parkway
Route #:	00368701
Route Type:	Minor Arterial
Station:	121-0938
Capacity:	

Count Year	Volume	Growth Rate
2014	12,200	
2015	13,100	7.38%
2016	13,500	3.05%
2017	13,900	2.96%
2018	13,900	0.00%
2019	14,000	0.72%
Avg. 1 Year Rates 2014-2019		**2.79%**

	Annual Growth
Fulton County Population Annual Growth (2000-2010):	1.21%
Fulton County Population Annual Growth (2010-2019):	1.18%
Fulton County ARC Population Forecast (2015-2050):	0.76%
City of Alpharetta Population Annual Growth (2000-2010):	5.14%
City of Alpharetta Population Annual Growth (2010-2019):	1.74%
Greenstone Parkway 400 DRI #2778 Growth Rate:	1.0%

CHOSEN GROWTH RATE: 1.0%

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11720 Amber Park Drive, Suite 600, Alpharetta, GA 30009

770 619 4280

Attachment C: Existing MARTA Ridership

Office of Regional Planning

marta

MARTA Ridership by Stop for North Point Mall DRI

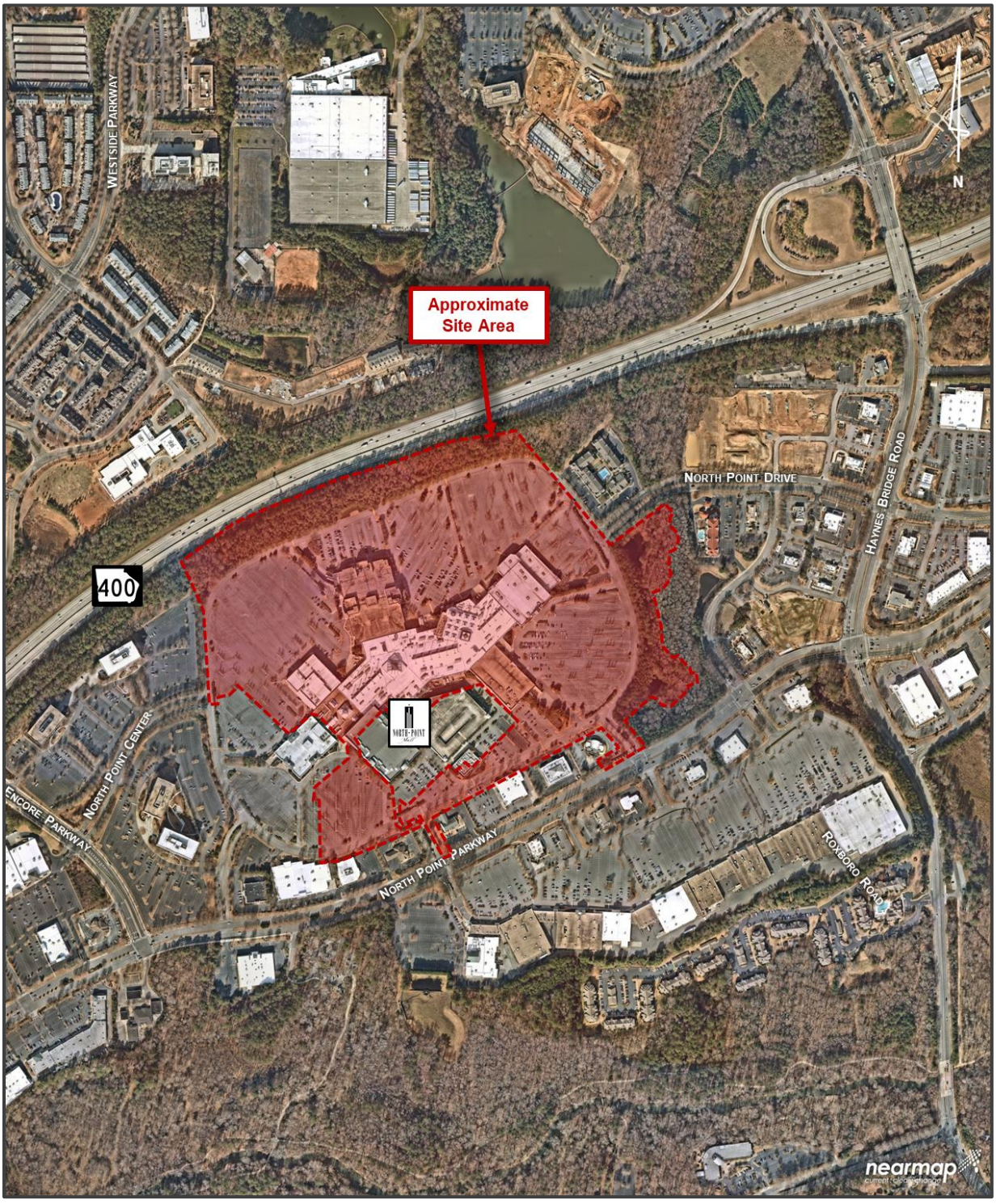
9/7/2021

Stop Type	Description
BENO	Bench
STR	Sign strapped to pole
SGN	Sign on U-channel post
SNT	Non-ad shelter, 2010s Tolar design

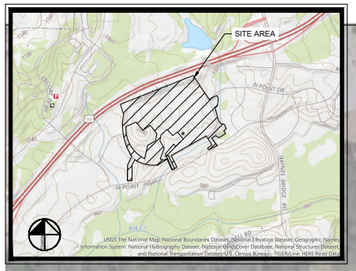
*2021 Ridership from APC weekday average for April 24th - August 14th.
*2019 Ridership from APC weekday average for August 17th - December 6th.
* Added Stop 902928 which was not in the original list that was sent.

STOP NO.	STOP NAME	LOCATION	DIRECTION	STOP TYPE	ROUTE	2021 ON	2021 OFF	2021 ON/OFF	2019 ON	2019 OFF
902735	NORTH POINT PKWY @ 6440	AT	NE	SGN	140, 141	2	14	16	3	49
902801	NORTH POINT PKWY @ ENCORE PKWY	NS	S	SGN	140, 141	3	1	3	15	2
902802	NORTH POINT PKWY @ ENCORE PKWY	NS	NE	SGN	140, 141	0	4	4	1	11
902820	NORTH POINT PKWY @ NORTH POINT CT	NS	E	SGN	140, 141	1	7	8	5	34
902841	NORTH POINT PWKY @ 6499	AT	SW	SGN	140, 141	13	2	15	41	6
902846	HAYNES BRIDGE RD@NORTH POINT DR	NS	N	SGN	141	1	3	4	3	12
902928	HAYNES BRIDGE RD @ NORTH POINT PKWY	NS	S	STR	141	0	0	0	2	1
902968	NORTH POINT PKWY @ NORTH POINT CT	NS	SW	SNT	140, 141	16	3	20	66	10
903114	HAYNES BRIDGE RD @ NORTH POINT DR	FS	S	SGN	141	3	0	3	6	4
903188	NORTH POINT PKWY @ 6360	AT	NE	SGN	140, 141	1	6	8	4	26
903189	NORTH POINT PKWY @ 6250	OP	SW	BENO	140, 141	0	0	0	0	0

Attachment D: Site Aerial



Attachment E: Full-Size Site Plan



VICINITY MAP

N.T.S



FEMA MAP

THE PROJECT SITE DOES LIE WITHIN A FLOOD HAZARD AREA PER FIRM PANEL 13121C0066F DATED 09/18/2013.

OPEN SPACE LEGEND

CIVIC SPACE

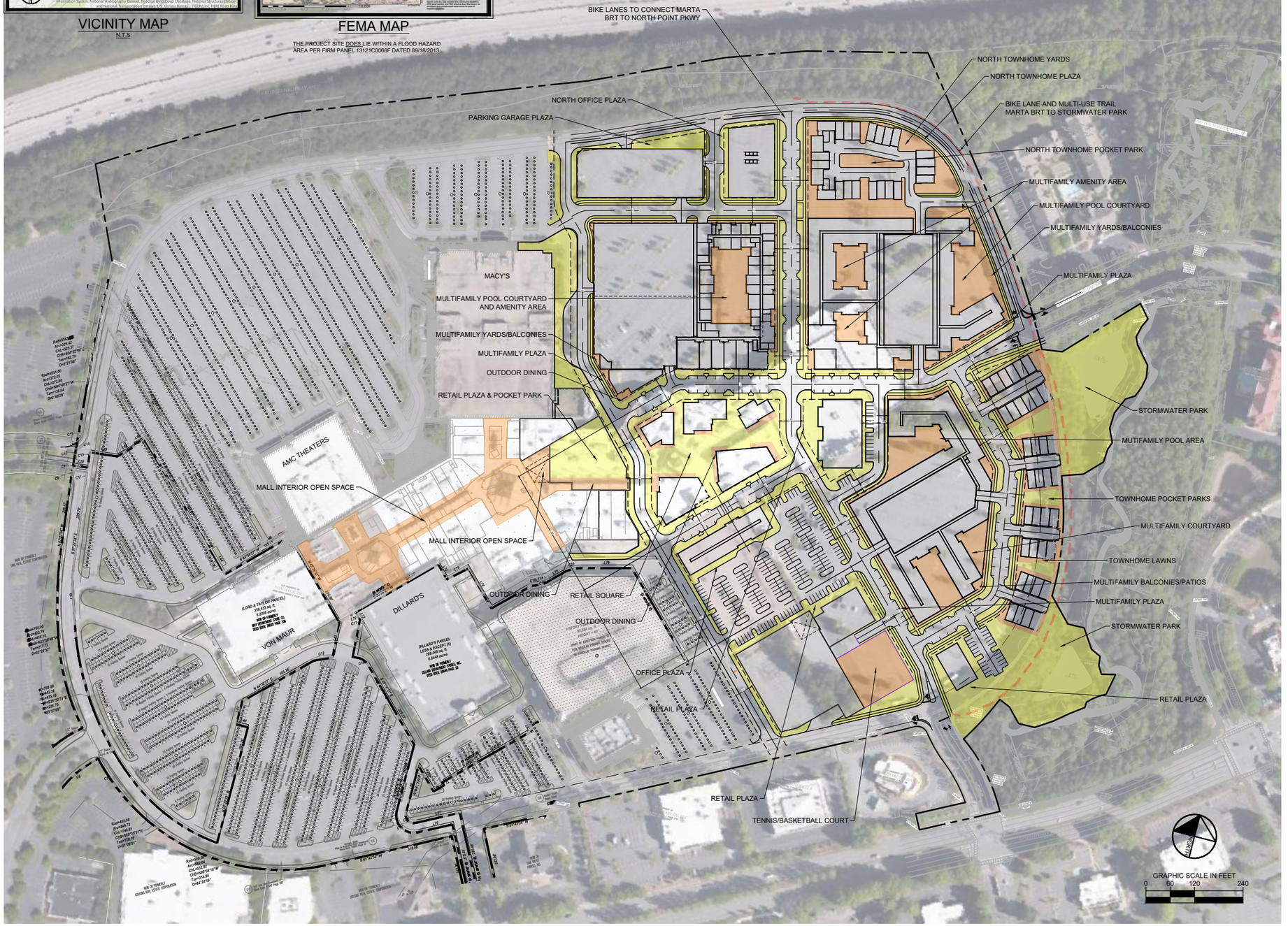
AMENITY SPACE

STORMWATER NOTE:

SITE WILL CONTAIN ONSITE STORMWATER CONTROLS TO MEET ALL LOCAL AND STATE REQUIREMENTS. THIS MAY INCLUDE THE COMBINATION OF SEVERAL COMPONENTS (PERVIOUS PAVING, INFILTRATION FIELDS, BIORETENTION AREAS, OR OTHER COMPONENTS) PROVIDING RUNOFF REDUCTION (IF INFILTRATION RATES ALLOW), CHANNEL PROTECTION, AND OVERBANK FLOODING PROTECTION PER THE CODE REQUIREMENTS. DETENTION SHALL BE PROVIDED WITHIN A CONCRETE VAULT BENEATH THE PARKING DECK.

SITE PLAN NOTE:

THE BUILDING FOOTPRINTS, DRIVEWAY LOCATIONS, OPEN SPACE LOCATIONS, SIDEWALK DESIGNS AND LOCATIONS, AND PARKING LOCATIONS ON THIS SITE PLAN ARE FOR ILLUSTRATIVE PURPOSES. THEIR SHAPES, LOCATIONS, AND AMOUNTS MAY VARY AS ALLOWED FOR BY THE SITE DATA TABLE, MU REGULATIONS, AND THE NORTH POINT OVERLAY.



DEVELOPMENT SUMMARY:

SITE SUMMARY:

CURRENT ZONING:	PSD/MU
PROPOSED ZONING:	MU
OVERLAY DISTRICT:	NORTH POINT OVERLAY
SITE AREA:	
Existing Mall Total Area	98.57 ACRES
Proposed Area to be Rezoned	83.67 ACRES (Excludes Dillard's / Von Maur)
SETBACKS & BUFFERS:	
BUILDING SETBACKS	NONE
LANDSCAPE SETBACKS	NONE
UNDISTURBED BUFFERS	120' GA 400 BUFFER *

LAND USES & DENSITIES:

Note: Areas exclude Dillard's and Von Maur. All areas are gross areas.

EXISTING	
MALL INTERIOR AREA	1,151,800 SF
RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED	
REMAINING MALL INTERIOR AREA	653,700 SF
EXISTING RESTAURANT (Cheesecake Factory)	10,300 SF
PROPOSED RESTAURANT	71,140 SF
PROPOSED RETAIL	244,560 SF
OFFICE	120,000 SF
MULTIFAMILY	900 UNITS
TOWNHOMES	36 UNITS
HOTEL	150 KEYS

BUILDING HEIGHTS:

MAXIMUM ALLOWABLE	
COMMERCIAL	4 STORIES
OFFICE	4 STORIES OR 60'
MULTIFAMILY	4 STORIES OR 60'
TOWNHOME	4 STORIES OR 60'
HOTEL	4 STORIES OR 60'
PROPOSED MAXIMUM	
COMMERCIAL	4 STORIES OR 60'
OFFICE	6 STORIES OR 85' *
MULTIFAMILY	5 STORIES OR 85' *
TOWNHOME	4 STORIES OR 60'
HOTEL	6 STORIES OR 85' *

PARKING SUMMARY:

Note: Parking calculations include the 20% reduction allowed for the North Point Overlay.
Note: Excludes Dillard's and Von Maur parking lots.

REQUIRED PARKING:	**5,074 SPACES** (TOTAL)
REMAINING MALL AREA	1,831 SPACES (1 / 285 SF*0.80)
RETAIL (244,560 SF)	783 SPACES (1 / 250 SF*0.80)
RESTAURANT (71,140 SF)	570 SPACES (1 / 100 SF*0.80)
OFFICE (180,000 SF)	576 SPACES (1 / 250 SF*0.80)
MULTIFAMILY (900 UNITS)	1,116 SPACES (1.55 / UNIT*0.80) *
TOWNHOMES (36 UNITS) (ASSUMES ALL 3 BEDROOM TOWNHOMES)	72 SPACES (2 / UNIT)
HOTEL (150 KEYS)	126 SPACES (1.05 / UNIT*0.80)
PROPOSED PARKING:	**6,188 SPACES** (TOTAL)
REMAINING SURFACE PARKING	3,123 SPACES
EXISTING PARKING DECK	1,175 SPACES
MULTIFAMILY PARKING DECKS	1,200 SPACES
TOWNHOMES	120 SPACES
SURFACE PARKING	170 SPACES
ON STREET PARKING	100 SPACES

OPEN SPACE REQUIREMENTS

CIVIL SPACE:	**10.71 ACRES** (12.8% SITE AREA)
AMENITY SPACE:	**4.18 ACRES** (5% SITE AREA)

PROPOSED OPEN SPACE

CIVIC SPACE:	**10.85 ACRES** (472,565 SF)
SQUARE	1.20 ACRES (52,225 SF)
PLAZA	5.52 ACRES (240,360 SF)
POCKET PARKS	1.28 ACRES (55,730 SF)
PARK	2.49 ACRES (108,250 SF)
MULTI-USE TRAILS	0.37 ACRES (16,000 SF)
AMENITY SPACE:	**6.98 ACRES** (304,140 SF)
OUTDOOR DINING	0.33 ACRES (14,240 SF)
PATIOS AND PORCHES	0.24 ACRES (10,650 SF)
YARDS AND LAWNS	1.38 ACRES (60,300 SF)
ENHANCE HARDSCAPE	3.51 ACRES (153,050 SF)
BALCONIES	0.16 ACRES (6,800 SF)
POOL AREA	0.91 ACRES (39,500 SF)
SPORTS COURTS	0.45 ACRES (19,800 SF)

VARIANCES:

Note: An asterisk (*) in the notes above denotes a variance is required

1. BUILDING HEIGHT VARIANCE TO UDC SEC 2.10.3.D.
2. ENCROACHMENT INTO THE GA 400 120' BUFFER FOR THE MARTA BRT R/W ACQUISITION AND THE MULTI-USE TRAIL.
3. PARKING RATIO REDUCTION FOR THE MULTIFAMILY USE.

PREPARED BY:
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PREPARED FOR:
OWNER COMPANY
STREET ADDRESS, SUITE NUMBER
CITY, STATE ZIP
PHONE: 000.000.0000

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
PROJECT NAME
PROJECT STREET ADDRESS, PROJECT CITY STATE ZIP

GSWCC NO. (LEVEL II)	0000072899
DRAWN BY	SPG
DESIGNED BY	JTR
REVIEWED BY	JTR
DATE	11/15/2021
PROJECT NO	01XXXXXXX

TITLE
ZONING SITE PLAN

SHEET NUMBER
ZP-01

Drawing name: K:\ATL_Civil\014555000_NPM Project Eco\CAD\Exhibits\2021-12-27 Zoning Site Plans\211227_NP-Eco_OpenSpacePlan.dwg Overall Development Feb 28, 2022 6:27pm by: tyler.rosser

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Conditions Requested by Applicant
10/26/22

1. Approximately 83.67 acres shall be zoned to MU and developed substantially similar to the site plan prepared by Kimley-Horn, dated ~~7/20~~10/26/2022, except as modified by these conditions. Applicant shall provide a legal description of the property, as depicted in Exhibit A, prior to issuance of the LDP.
2. Exterior modifications to existing buildings and new buildings shall be substantially similar to the images depicted in Exhibit H, with non-residential buildings (including 'For-Rent' buildings) approved by DRB and residential buildings approved by Staff.
3. Development regulations shall be as follows:
    a. Commercial – Maximum ~~315,700~~154,200 square feet of retail, restaurant use shall be permitted in freestanding buildings (not including existing outparcels along North Point Parkway), which shall include a minimum 6,000 square foot food hall developed in Phase 1. Non-residential uses (retail, restaurant, office, and 'For- Rent' amenities) on the ground-floor of the 'For-Rent' buildings shall not count against the maximum commercial entitlement or require additional parking. Freestanding buildings shall be no greater than 4 stories and 60'. Drive-through restaurant, other than a coffee shop shall be prohibited. Rooftop and outdoor dining areas are encouraged and shall not count against the maximum commercial entitlement or require additional parking. Additional commercial shall be permitted when exchanged for office, 'For-Rent' residential (800 SF per unit), or hotel entitlement (800 SF per hotel room).
    b. Office – Maximum ~~145~~427,000 square feet of office shall be permitted in freestanding buildings no greater than 6 stories or 85'. Additional office shall be permitted when exchanged for commercial, 'For-Rent' residential (800 SF per unit), or hotel entitlement (800 SF per hotel room).
    c. Hotel – Maximum 150 rooms shall be permitted in one freestanding building no greater than 6 stories or 85'. Hotel shall be full-service with a separate entrance for patrons of a full-service, sit-down restaurant. Hotel shall include a minimum of 5,000 square feet of meeting/event space. Commercial or office square footage may be exchanged for up to an additional 150 hotel rooms at the ratio of 800 square feet per room, limited to one freestanding building.
    d. 'For-Rent' Residential – Up to ~~320~~ 500 'For-Rent' units shall be immediately eligible for a Certificate of Occupancy (CO). After January 1, 2026, an additional ~~330~~ 375 'For-Rent' units (Phase 2) shall be eligible for a CO. 'For-Rent' buildings shall be no greater than 5 stories or 75' and all units shall be one (1), two (2) and three (3) bedrooms. A maximum of sixty percent (60%) of units shall be studios or one bedroom and no more than ten percent (10%) shall be 3-bedroom units. A CO shall not be issued for the Phase 1 'For-Rent' building until the retail plaza and pocket park, retail square, remaining interior mall renovations (~~as depicted~~substantially similar to the images depicted in Exhibit H), primary north-south and east-west streets and associated infrastructure have been constructed and inspected by the City. A CO for Phase 2 rental shall not be issued until site work for 24 "For Sale" town homes has been constructed and inspected by the City and 1a market/grocery with a minimum square footage of 3,500 square feet has been constructed an inspected by the City. If a grocery/market is developed within 500' of the property then this shall satisfy this condition. 'For-Rent' units shall have first class amenities, including a pool, fitness center, secured parking, resident's lounge, business center, on-site management office and secure elevator access. If construction does not commence by July 25, 2027, residential units shall revert to 'For-Sale' only.
    e. (~~(Phase 3)~~'For-Sale' Residential – ~~286~~ 103 'Dwelling, 'For-Sale', Attached or Detached' units shall be permitted in buildings no greater than 4 stories or 60'. No more than 10% of 'For-Sale' units shall be permitted to be rented, as recorded in the HOA covenants and declarations.
    f. Parking Decks – Maximum height shall not exceed the height of the building they serve. Parking decks visible from North Point Circle or Georgia 400 shall be treated with comparable materials and finishes as the building they serve or screened from view with evergreen landscaping, as approved by DRB. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
4. Active uses, including service retail, restaurant, office and 'For-Rent' amenities, shall be required in each 'For-Rent' building and located on the ground-floor space along the storefront street (the main east-west street through the development a.k.a. North Point Drive) and shall have a minimum first floor height of 14' and depth of 30'. Ground-floor residential units shall have walkouts similar to Exhibit B.
5. The Master Plan area shall be limited to the following uses and further restricted by conditions of zoning:
    a. Retail
    b. Restaurant
    c. Office (professional, medical and research and development)
    d. Hotel

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e. Residential ('For-Sale' and 'For-Rent')

6. Uses shall be customarily accessory to or amenities for residential and office uses, limited to the following:
   a. Amphitheater
   b. Animal Hospital, Small Animal
   c. Art Gallery
   d. Athletic Facility
   e. Auditorium
   f. Bakery
   g. Bank
   h. Barber Shop
   i. Beauty Shop
   j. Book Store
   k. Bowling Alley
   l. Brewery or Distillery
   m. Dance and Fitness Studio
   n. Day Care Facility
   o. Drug Store (Pharmacy)
   p. Dry Cleaning, Pick-up Station
   q. Florist, Retail without Greenhouse
   r. Golf, Miniature and Driving Range
   s. Grocery Store
   t. Hardware and Garden Supply Store
   u. Home Improvement Store
   v. Liquor Store (conditional use)
   w. Museum and Libraries
   x. Nail Salon
   y. Park and Playground
   z. Pet Grooming and Pet Day Care
   aa. Public Building
   bb. Recreational Facilities, Indoor and Outdoor
   cc. Restaurant (no drive-thru)
   dd. Retail Establishment
   ee. School, Academic and Commercial
   ff. Shop or Studio, Craftsman/Artist
   gg. Spa Services (conditional use)
   hh. Special Event Facility
   ii. Theater, Cinema
7. New internal streets shall be private and shall be consistent with the streetscape exhibits on Slides 26-36 of the submitted application, labeled Exhibit C, with final approval by Staff.
8. Minimum 19.3~~1~~1 acres of open space (~~11.91~~12.71 acres of civic space and ~~7.20~~6.60 acres of amenity space), consisting of squares and plazas (village lawn/event green), trails, stormwater park, yards, patios and balconies, outdoor dining, sports court, pocket parks, pool courtyards and amenity area, mall interior common areas, etc. shall be provided as depicted on the submitted renderings and site plan prepared by Kimley-Horn, dated ~~7/20~~10/26/2022.
9. Pedestrian trail and bike lanes shall be improved as depicted on Exhibit D and shall be tied to Phase 2 CO, with final design approved by Staff. Bike lanes shall include a minimum 10' asphalt path and pedestrian trail shall include a minimum 4' crushed stone path, landscaping and lighting. Dedicated bike lane shall include striping and min. 2' wide protective buffer (striping with delineators every 25') between the vehicular travel lane and the bike lane and shared bike lane shall include striping.
10. Developer shall construct a City-approved MARTA bus shelter at the two existing bus stops and improve landscaping at the northeast corner of North Point Parkway and the eastern and middle access roads to the Mall, provided the Owner, at the property on which bus stops are located allows access for the work. This work shall be eligible for credit against Developer's transportation impact fees. Applicant shall apply for the NFCID bus shelter program. Expenditures not reimbursed by the CID shall be eligible for impact fee credits.

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Design Conditions:

11. Minimum 10' landscape strip shall be required along North Point Circle adjacent to the proposed development.
12. Site access driveway at the intersection of North Point Drive and North Point Circle shall require pedestrian and bicycle access. Geometry, lighting, and materials shall provide emphasis on the pedestrian environment and safety, as approved by Staff. Assuming right-of-way is available, streetscape improvements shall include a 10' sidewalk, minimum 2' planting strip and decorative pedestrian lighting spanning the distance to the stormwater park on the south side and to the hotel curb cut on the north side. Applicant shall be eligible to receive impact fee credits for off-site work within the City right-of-way.
13. Developer shall provide EcoDistrict measures as outlined in the submitted application, labeled Exhibit E. Detailed information shall be provided at LDP and building permit showing compliance with the requested EcoDistrict measures. Total EcoDistrict points to be confirmed by Staff.
14. Village lawn/event green shall include a permanent or temporary stage of sufficient size to accommodate events as identified on Slide 25 labeled 'Program Opportunities'.
15. Developer shall improve a stormwater park on its property, as depicted in Exhibit F, including trails, landscaping and overlook. The northern half of the stormwater pond shall be improved prior to a CO for the first 'For-Rent' building and remaining portion of the stormwater pond improved prior to a CO for the second 'For-Rent' building, as approved by Staff. Upon completion of each of the northern half and the remaining portion, the tract shall be dedicated to the City, other than the detention ponds themselves and waterways which feed it. The City shall be responsible for the structural repairs upon dedication and the developer shall be responsible for daily maintenance. Developer and other pond owner shall remain solely and exclusively responsible for maintenance of the detention ponds and waterways which feed it. The cost of the construction of such improvements shall be eligible for a credit against park impact fees.
16. At-grade pedestrian and bicycle connections shall be provided throughout the site, including between buildings and open space within the development and across North Point Circle. Pedestrian crossings throughout development shall be ramped and the surface materials shall be brick pavers, cobblestones or architecturally treated concrete products, as approved by DRB.
17. Minimum 2,500 square feet civic space shall be developed at the corner of North Point Circle and North Point Drive. Civic space shall include decorative hardscape, landscape, and EcoDistrict monument/sculpture or Creative Placemaking District Threshold, as approved by the Cultural Arts Commission (CAC). Hardscape, landscape and monument/sculpture or district threshold shall be maintained by the HOA. Minimum 6 monument/murals/sculptures or district thresholds (or water feature) shall be provided at prominent locations throughout the development, with unique monuments/murals/sculptures approved by CAC. Approval and construction of at least 1 monument/sculpture or district threshold shall be required concurrent with the first CO for the 'For-Rent' building. A minimum of 1 additional monument/sculpture or district threshold shall be required concurrent with the CO for the 'For-Rent' building in each subsequent phase of development. All sculptures shall be required prior to final CO issued for the last building constructed.
18. Retaining walls shall receive architectural façade treatment and be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaping to break up large expanse of retaining wall.
19. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.
20. Prior to LDP, applicant shall submit for approval a document to be titled 'North Point Mall Redevelopment Design Standards'. This document shall include elevations or architectural themes, specifications for street furniture (benches, trash receptacles, lighting, bicycle racks, etc.), bus shelter, signage, storefronts, and landscaping and shall be substantially similar to the renderings filed with the 2022 application. Design standards will be presented to the DRB for review and approval. This document also shall detail entrance treatment for the North Point Drive/North Point Circle and easternmost Access Drive/North Point Circle intersection with new private streets.
21. Awnings, or similar overhead structure, shall be provided at the ground level in commercial areas where reasonably appropriate in order to protect pedestrians from inclement weather.
22. Development shall include at least 1 rooftop amenity within the non-residential portion of the development.
23. Provide detailed street planting for North Point Circle and new private streets. Landscape plan shall be approved prior to issuance of a LDP and shall retain landscape trees, if possible, as approved by DRB.
24. Surface parking areas shall comply with UDC requirements for screening and tree islands.
25. Backside of buildings or 'back of house' functions (such as loading or dumpster area) shall be screened from new

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streets and North Point Circle, as approved by DRB.

26. Prior to the first LDP, applicant shall submit a revised master plan to the City, which shall incorporate the approved conditions, as well as the following:
    a. Approved specifications and standards identified for each use within the total development.
    b. Pedestrian network.
    c. Overall planned open space areas.
    d. Phasing plan demonstrating how construction will be staged and implemented in a manner that screens construction views from adjacent roadways.

Other Conditions:

27. At such time as MARTA stipulates and funds its intention to move forward with a future Georgia 400 MARTA bus rapid transit and/or train station on Georgia 400 at North Point Mall, Developer, its successors and assigns; shall dedicate land to the City as depicted on Exhibit G or an equivalent reasonably substituted tract of like size within the Georgia 400 buffer agreed upon by owner and City. If at any time MARTA stipulates that the land is not needed, or if MARTA has not begun construction by December 31, 2028, then there shall be no obligation to dedicate the land or, if already conveyed to the City, it shall be conveyed back to the Developer, its successors or assigns. This reservation does not in any way entitle MARTA or the City to use any part of the balance of the Mall property, and Developer, its successors and assigns is/are under no obligation to allow such use. Nor does this reservation entitle MARTA customers to park on Mall property to access the station.
28. Developer shall be responsible for planting and maintenance of any medians within the development and for medians located on North Point Circle or the Access Roads.
29. Developer's financial responsibility for offsite improvements and stormwater park improvements shall not exceed its impact fees, nor shall credits be given for meeting minimum EcoDistrict and open space requirements.
30. It is acknowledged that the approved site plan may be subdivided into separately platted parcels with individual tax numbers, that the separate development parcels are to be developed by separate owners/developers, and that the public amenities are to be platted and owned by the Developer. Zoning compliance for conditions uniquely applicable to an individual owner's parcel will be the responsibility of that owner and that non-compliance by such an owner does not render, by itself, the remaining parcels "non-conforming" uses under the Zoning Code.

General Conditions of Approval to GRTA Development of Regional Impact Notice of Decision:

Bicycle, Pedestrian & Transit Facilities

31. Provide pedestrian connectivity between all buildings and uses.
32. Install pedestrian and bicycle wayfinding signage on-site to direct pedestrian and bicycle traffic to and from Big Creek Greenway, bike lanes, and transit.
33. Upgrade existing MARTA stops near the northern mall entrance drives to include transit shelter as approved by MARTA.
34. Design site driveways to service pedestrians and cyclists.
35. Address curbside activities including parking, deliveries, ride-hailing, bicycling and micromobility use, and pedestrian activity.